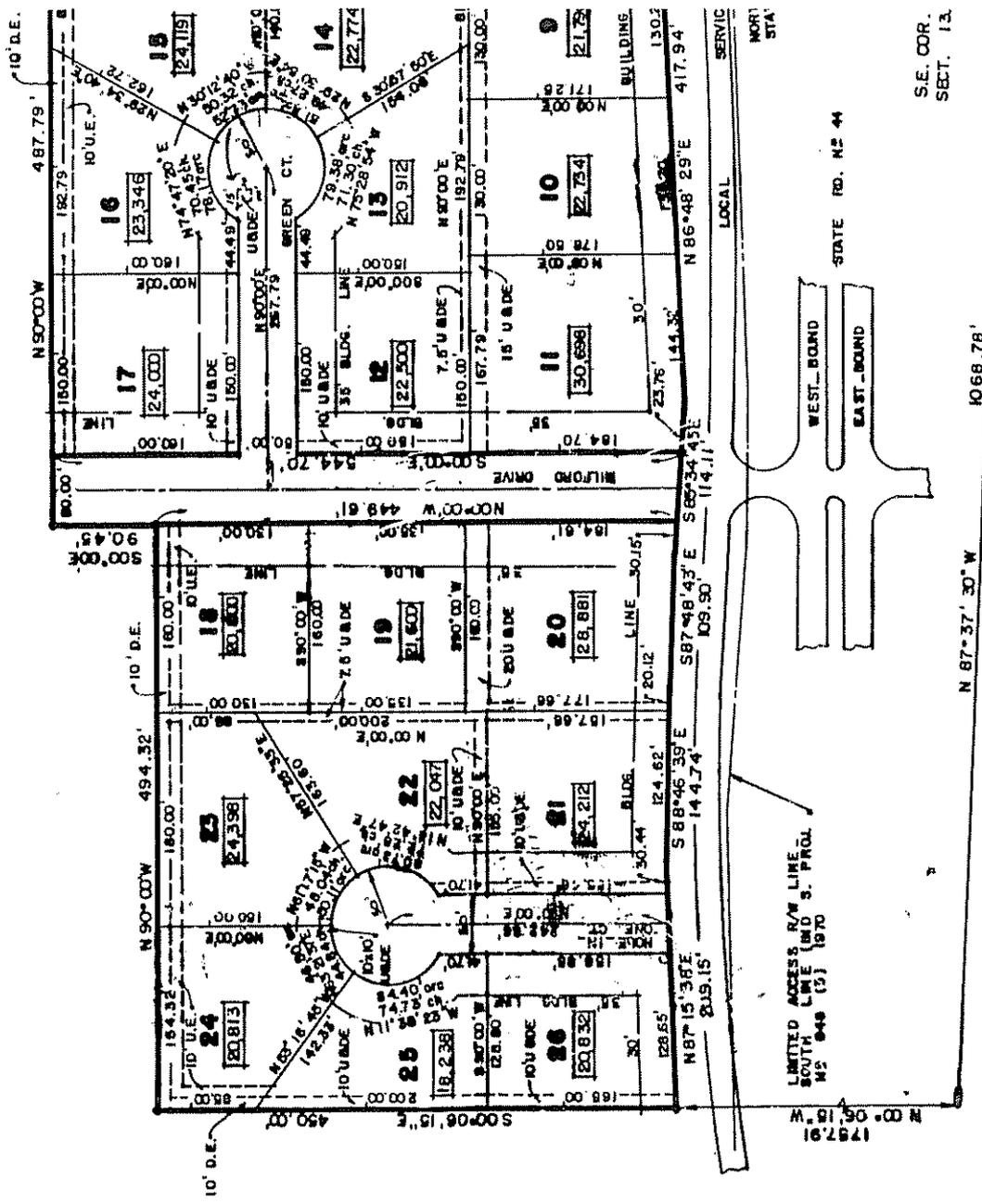


CLUB

FRANKLIN



DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 4, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 5, ALL EAST OF THE SECOND PRINCIPAL MERIDIAN IN FRANKLIN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE NORTH 87 DEGREES 37 MINUTES SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION A DISTANCE OF 1066.78 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS WEST 1757.91 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIBED TRACT, BEING LOCATED NORTH 00 DEGREES 06 MINUTES 15 SECONDS WEST 229.95 FEET FROM THE NORTHWEST CORNER OF LOT No. 4 IN MOZINGO MANOR-FIRST SECTION AND BEING 1.3 FEET WEST OF A CONCRETE MONUMENT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF INDIANA STATE ROAD No. 44; THENCE NORTH 87 DEGREES 45 MINUTES 38 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 209.15 FEET TO A CUT "X" IN A CONCRETE MONUMENT; THENCE SOUTH 86 DEGREES 46 MINUTES 35 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 144.74 FEET TO AN IRON PIN SET 0.3 FEET WEST OF A CONCRETE MONUMENT; THENCE SOUTH 87 DEGREES 48 MINUTES 43 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 105.90 FEET TO AN IRON PIN LOCATED NEAR THE NORTH EDGE OF A CONCRETE MONUMENT; THENCE SOUTH 85 DEGREES 34 MINUTES 34 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 417.94 FEET TO AN IRON PIN LOCATED IMMEDIATELY WEST OF A CONCRETE MONUMENT; THENCE NORTH 85 DEGREES 26 MINUTES 35 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 418.71 FEET TO AN IRON PIN SET 0.3 FEET EAST OF A CONCRETE MONUMENT; THENCE NORTH 86 DEGREES 46 MINUTES 25 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 114.11 FEET TO AN IRON PIN LOCATED IMMEDIATELY NORTH OF A CONCRETE MONUMENT; THENCE NORTH 85 DEGREES 26 MINUTES 35 SECONDS EAST ON AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 418.71 FEET TO AN IRON PIN SET 0.3 FEET EAST OF A CONCRETE MONUMENT; THENCE NORTH 00 DEGREE 10 MINUTES 35 SECONDS WEST 515.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 429.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 487.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 90.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST 494.32 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 15 SECONDS EAST 450.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 16.29 ACRES, MORE OR LESS.

THE UNDERSIGNED, CLUB ESTATES COMPANY, A PARTNERSHIP CONSISTING OF ROBERT J. BAKER, ROBERT S. BAKER, R. Q. THOMPSON, AND W. B. DAVENPORT OF JOHNSON COUNTY, INDIANA, AND C. RICHARD NEVILL OF MARION COUNTY, INDIAN OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "CLUB ESTATES", IN THE CITY OF FRANKLIN, JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND PROPERTY LINE OF THE STREETS THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "UTILITY AND DRAINAGE EASEMENTS" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND 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 ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THE SUBDIVISION.

THE LOTS IN THE SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND:

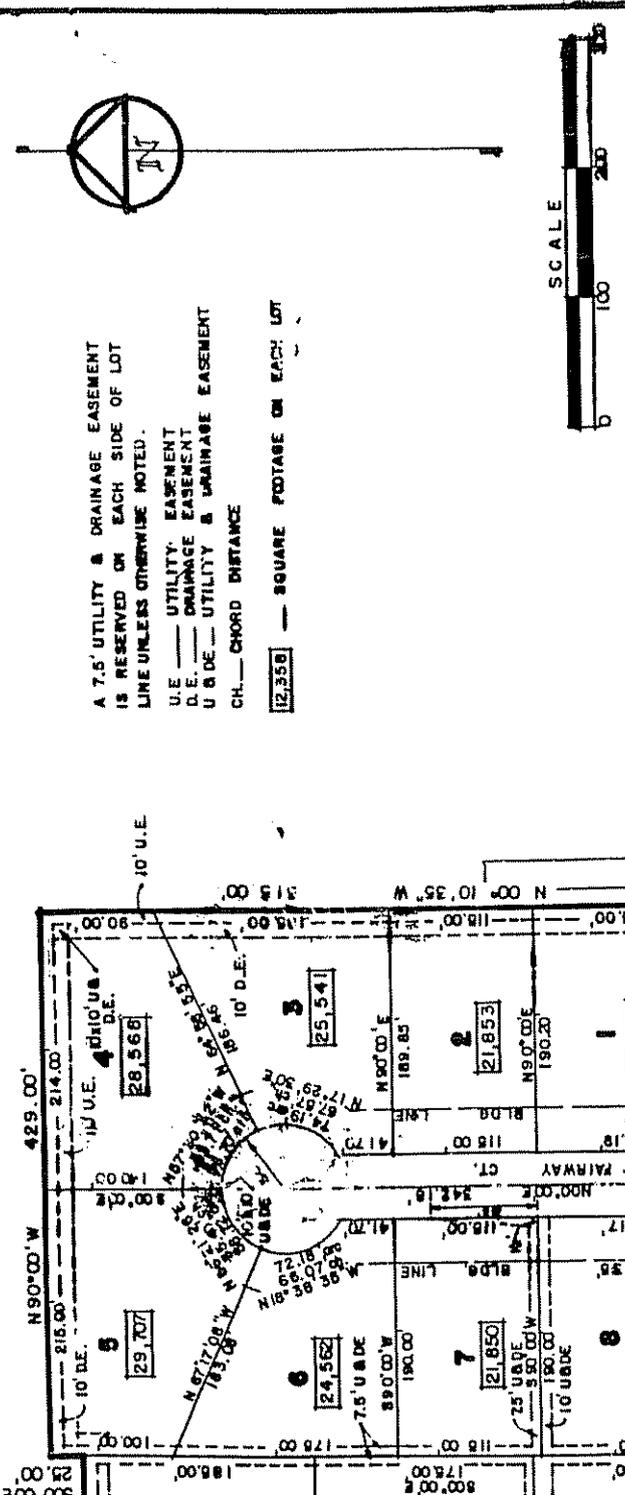
1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed or permitted on any lot or subdivision thereof other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not less than two (2) cars. No metal outbuilding will be permitted and no sheds of any kind less than 45 square feet nor over 200 square feet.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story porches and garages shall be not less than 1800 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story. All two story, bi-level, or tri-level dwellings shall have a minimum of 1800 square feet of living area.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
4. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted. No temporary building of any kind shall be permitted on any lot. No boat or trailer may be parked on any lot.
5. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the General Development Plan, on file with the Franklin City Plan Commission.
6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats, and similar equipment shall not be kept or stored in any yard.
9. At no time shall any unlicensed, nonperative automobile or truck be permitted on any lot.
10. No individual sewage disposal system shall be permitted on any lot.
11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste matter or materials shall be kept only in sanitary containers, and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between 2.5 and 8 feet above 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 at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement.
14. No screen planting or hedge more than 36 inches high, nor any fence, shall be permitted on side lot lines between the front lot line and the building setback line.
15. All swales, for drainage of lots, that are necessary on side lot lines and on rear lot lines shall be preserved and not obstructed in order to provide adequate surface drainage.
16. No downspout shall be connected to or caused to discharge rain water into any sanitary sewer.
17. The Architectural Control Committee is composed of two members appointed by the developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
18. The Architectural Control Committee approval or disapproval as required in these covenants shall be indicated on the plans submitted to the Franklin City Planner. In the event the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

"AREAS FOR UTILITY PURPOSES ONLY ARE DESIGNATED AS SUCH."
"AREAS FOR DRAINAGE PURPOSES ONLY ARE DESIGNATED AS SUCH."
"AREAS FOR BOTH UTILITY PURPOSES AND DRAINAGE PURPOSES ARE DESIGNATED AS SUCH."

PREPARED
FREESE AND ASPL
CIVIL ENGINEERS A
FRANKLIN, IN

ESTATES

INDIANA



A 7.5' UTILITY & DRAINAGE EASEMENT IS RESERVED ON EACH SIDE OF LOT LINE UNLESS OTHERWISE NOTED.
U.E. — UTILITY EASEMENT
D.E. — DRAINAGE EASEMENT
U & D.E. — UTILITY & DRAINAGE EASEMENT
CH. — CHORD DISTANCE
[12,350] — SQUARE FOOTAGE ON EACH LOT



19. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT 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, AND FURTHER, THAT PORTION OF NATURAL WATERWAYS THROUGH A LOT SHALL BE MAINTAINED BY THE OWNER THEREOF.

20. 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 JOHNSON COUNTY DRAINAGE BOARD. 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 OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE COUNTY DRAINAGE BOARD.

21. ANY PROPERTY OWNER ALTERING, CHANGING, OR DAMAGING 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 JOHNSON COUNTY DRAINAGE BOARD WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED, AND THE BILL FOR SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT.

22. NO UNDERGROUND SUB-SURFACE WATER WILL BE PERMITTED TO BE DISCHARGED ON A PUBLIC RIGHT-OF-WAY AT ANY POINT OTHER THAN AN UNDERGROUND STORM DRAIN.

23. ALL PRIVATE DRIVES SHALL BE CONSTRUCTED OF EITHER CONCRETE OR BITUMINOUS MATERIAL.

THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES, AND ON ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE THE COVENANTS ARE RECORDED, AFTER WHICH TIME SUCH COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS, AT ANY TIME FOLLOWING RECORDATION, AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS IN THE PLAT IS RECORDED, AGREEING TO THE ALTERATION OF SUCH COVENANTS IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THESE COVENANTS MAY BE ENFORCED BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION, TO RECOVER DAMAGES, OR BOTH.

CLUB ESTATES COMPANY, A PARTNERSHIP, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS SUCH OWNER HAS CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE HEREIN DRAWN PLAT AS ITS OWN FREE AND VOLUNTARY ACT AND DEED.

Robert D. Baker *Robert D. Baker*
PROPERTY OWNER PROPERTY OWNER

W. B. DAVENPORT
W. B. DAVENPORT

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

I, Muriel S. Baker, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ROBERT J. BAKER, ROBERT S. BAKER, C. RICHARD NEVILL, R. C. THOMPSON, AND W. B. DAVENPORT, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED THE ABOVE CERTIFICATE AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8th DAY OF October, A. D., 1960.

MY COMMISSION EXPIRES:

July 28, 1981
Muriel S. Baker NOTARY PUBLIC
RESIDENT OF COUNTY OF Johnson

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

I, JAMES O. FREESE, HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

ALL LOT CORNERS WILL BE MARKED WITH MARKERS OR MONUMENTS. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.



[Signature]
JAMES O. FREESE
REGISTERED LAND SURVEYOR NO. 9960
AUGUST 12, 1960.

UNDER AUTHORITY PROVIDED BY PARAGRAPHS 1, ACTS OF 1947 BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE NO. 636, ADOPTED DECEMBER 16, 1958 BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF FRANKLIN, INDIANA.

APPROVED BY THE FRANKLIN CITY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE AT A MEETING HELD ON THE 8th DAY OF April, 1960.

[Signature]
WEBBER LAGRANGE
CHARLES BECHMAN
JACQUELINE ALEXANDER
JAMES MORRIS
[Signature]
JAMES MCGUINNESS
MAX BROWN

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD ON THE 14th DAY OF October, 1960.

[Signature]
MAYOR CHARLES R. LITTLETON
ROBERT A. YOUNG
G. NOBLE BETTS

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN, INDIANA, THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS 13th DAY OF October, 1960.

[Signature]
E. DALE TEPPLING, PRESIDENT
DOROTHY G. RAIKEY
G. NOBLE BETTS
HELEN WERNING
[Signature]
JAMES MCGUINNESS
JAMES RHOADES

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD August 4, 1960.

[Signature]
EUGENE L. BARGER
RUSSELL H. FERRILL
WILLIAM R. DRAKE
ENTERED FOR TAXATION THIS 20th DAY OF October, 1960.

08200

RECEIVED FOR RECORD THIS 20th DAY OF October, 1960, AT 3:30 P.M., AND RECORDED IN PLAT BOOK NO. 10, PAGE NO. 13.

FEE 5.00

Modifying Covenants

Misc, Record 55 Page 965

RECEIVED BY:
REPLACEMENT, INC.
LAND SURVEYORS
INDIANA

B-759
13

REV. 10-19-60 EME-LIVE