

Plat Book 6, Page 8, of the records of the Recorder's Office, Johnson Co.

FIRST ADDITION TO CAMELOT ESTATES ADDITION
FRANKLIN, INDIANA

KNOW ALL MEN BY THESE PRESENTS: That Carlson and Sauls Developers, Inc., an Indiana Corporation, being the owners in fee simple of the following described real estate in the City of Franklin, Johnson County, Indiana, To-Wit:

A part of the Southwest quarter of Section 15, Township 12 North, Range 4 East of the Second Principal Meridian, described as follows:

Beginning on the West line of the East half of the West half of said Southwest quarter section at a point that is 406.40 feet South of the Northwest corner thereof, and is the Northwest corner of Camelot Estates Addition, Franklin, Indiana; thence East 170.00 feet; thence South 75.00 feet; thence East 100.00 feet; thence South 100.00 feet; thence South 36 degrees and 51 minutes East 49.90 feet; thence South 170.00 feet; thence south 80 degrees and 26 minutes East 245.50 feet; thence East 75.00 feet; thence South 125.00 feet; thence South 20 degrees and 36 minutes East 84.70 feet; thence Southeastly on a left deflection of 47 degrees and 26 minutes 314.42 feet; thence Northeastly on a left deflection of 82 degrees and 49 minutes 126.93 feet; thence Northeasterly on a left deflection of 90 degrees and 00 minutes 130.00 feet; thence Northeastly on a right deflection of 90 degrees and 00 minutes 370.00 feet; thence Southeastly on a right deflection of 90 degrees and 00 minutes 130.00 feet; thence Northeastly on a left deflection of 90 degrees and 00 minutes 135.00 feet; thence Northwesterly on a left deflection of 31 degrees and 06 minutes 122.89 feet; thence Northwest-erly on a left deflection of 18 degrees and 48 minutes 52.37 feet; thence Northwesterly on a right deflection of 15 degrees and 20 minutes 167.60 feet; thence Northwesterly on a left deflection of 19 degrees and 27 minutes 63.39 feet; thence westerly on a left deflection of 37 degrees and 01 minutes 95.40 feet; thence Westerly on a left deflection of 8 degr and 46 minutes 250.00 feet; thence Southwesterly on a left deflection of 56 degrees and 42 minutes 110.00 feet; thence westerly on a right deflection of 51 degrees and 30 minutes 175.00 feet; thence West 283.00 feet; thence Southwesterly on a left deflection of 21 degrees and 50 minutes 53.86 feet; thence West 120.00 feet; thence South 75.00 feet to the place of beginning, containing 13.60 acres, more or less, subject to all legal rights-of-way.

Hereby subdivides said real estate into lots and streets in accordance with the plat attached hereto as an addition to be known as "FIRST ADDITION TO CAMELOT ESTATES ADDITION," to the city of Franklin, Indiana. All streets and alleys as shown on the attached plat and heretofore not dedicated, are hereby dedicated to public use, and all of the lots contained in such plat or any portion thereof shall be subject to the following restrictions:

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No dwelling shall be permitted on any lot unless the ground floor are of the main structure, exclusive of one story open porches and garages, shall be not less than 960 square feet for a one story dwelling nor less than 720 square feet for a dwelling of more than one story.
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 set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard

First Addition to Camelot Estates Addition -- Page 2

shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 dwelling shall be erected or placed on any lot having a width of less than 60 feet, nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.
5. There are strips of ground, the widths of which are shown on the plat and marked U.S. (Utility Strips) which are reserved for the use of public utilities for the installation of mains, poles, ducts, lines and wires and for drainage, 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 of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done upon any lot which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No downspout shall be connected to or caused to discharge rain water into any sanitary sewer.
9. No sign of any kind shall be displayed to the public view on any lot, except for one professional sign of not more than one square foot, 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.
10. 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 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, 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 incinerators or other 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 two and six 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 or alley pavement.

First Addition to Camelot Estates Addition -- Page 3

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 set-back line.

15. All swales, for drainage of lots, that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the City of Franklin, Indiana.

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 these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless 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.

IN WITNESS WHEREOF, This indenture has been executed by the undersigned offices of Carlson and Sauls Developers, Inc., for and in behalf of such corporation, this 5th day of August, 1963.

CARLSON AND SAULS DEVELOPERS, INC.

Wiley L. Sauls, President (S)

Attest:

Carl R. Carlson, Sec. & Treas. (S)

STATE OF INDIANA SS
COUNTY OF JOHNSON

James O. Freese (S)
Notary Public

My Commission expires Mar. 27, 1965.