

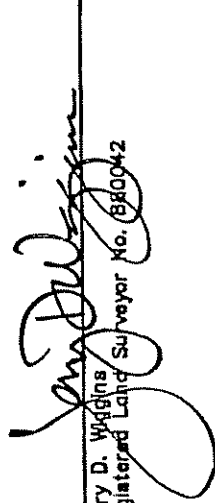
Commencing from the Southeast corner of the said Southwest Quarter of Section 18; thence South 89 degrees 04 minutes 13 seconds West (assumed bearing) 2166.22 feet to the Point of Beginning of this described tract; thence South 00 degrees 08 minutes 16 seconds West 346.20 feet; thence South 87 degrees 36 minutes 34 seconds West 344.40 feet; thence North 87 degrees 37 minutes 30 seconds West 517.83 feet; thence North 00 degrees 00 minutes East 384.07 feet; thence North 90 degrees 00 minutes 00 seconds East 402.00 feet; thence North 00 degrees 00 minutes 00 seconds East 545.70 feet to a non-tangential curve concave to the South, having a radius of 252.83 feet, a delta of 07 degrees 53 minutes 10 seconds subtended by a chord bearing of North 75 degrees 52 minutes 34 seconds East and a chord distance of 34.77 feet; thence an arc length of 34.80 feet along said curve to a point of reverse curvature concave to the North having a radius of 202.83 feet, a delta of 17 degrees 08 minutes 14 seconds subtended by a chord bearing North 80 degrees 30 minutes 06 seconds East and a chord distance of 80.44 feet; thence North easterly along said curve an arc length of 60.67 feet; thence North 89 degrees 04 minutes 13 seconds 368.51 feet; thence South 00 degrees 08 minutes 16 seconds West 615.11 feet to the Point of Beginning containing 13.821 acres more or less.

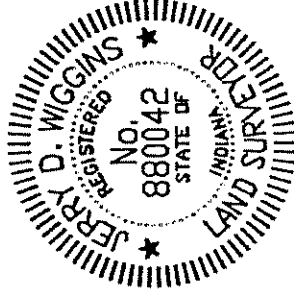
Subject to all pertinent easements, restrictions and rights-of-way.

This subdivision contains thirty-one (31) lots in Phase One, numbered one (1) through thirty-one (31) and six (6) lots in Phase Two, numbered thirty-two (32) through thirty-seven (37) inclusive, with streets, rights-of-way and easements as shown on the plat herewith.

All monuments shown hereon will exist, and that their location, size, type and material are accurately shown and that the computed error of closure of the boundary survey is not more than one foot in ten thousand, and that this plat complies with the 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.

Witness my hand and seal this 5th day of August, 1999


 Jerry D. Wiggins
 Registered Land Surveyor No. 880042



RESTRICTIVE COVENANTS
 JEFFERSON ESTATES II, SECTION 1.

I, the undersigned, Albert D. Stout, of Stout's Development Group, Inc., owner of the real estate shown and described herein, does hereby lay off, plat, subdivide and dedicate said real estate into lots and streets in accordance with this certified plat, which shall be known as Jefferson Estates II, Section 1. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to wit:

1. The streets and rights-of-ways shown hereon, subject to construction standards and acceptance are hereby dedicated to the public use, to be owned and maintained by the City of Franklin, Indiana, Street Department.
2. Any field tile or under-drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision, their successors and assigns shall comply with the Indiana Drainage Code of 1965.
3. Drainage swales (ditches) along dedicated roadways and within rights-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission from the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that 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 Franklin Board of Public Works and Safety. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such actions and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken the Franklin Board of Public Works and Safety will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.
4. There are strips of ground as shown on the plat marked "Sanitary Sewer, Drainage and Utility Easements" (S.S.D. & U.E.), "Drainage and Utility Easements" (D. & U.E.) and "Drainage, Utility and Landscape Easements" (D.U. & L.E.) which are hereby reserved for public utilities and the "Jefferson Estates, Section 2 Homeowners Association" for the installation of water and sewer mains, poles, ducts, lines, wires and drainage facilities, subject to 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 ties subject to the rights of the public utilities, and the rights of the owners of other lot's in this subdivision. The drainage facilities within this subdivision shall be maintained by the "Jefferson Estates, Section 2 Homeowners Association" as detailed in the declaration of covenants, conditions and restrictions of Jefferson Estates II, Section 1. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but not be limited to, the maintenance of all inlets, open ditches, pipes, swales, manholes and detention ponds. The costs and expense of such maintenance shall be assessed as a 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 included in the storm drainage system for this subdivision.
5. Lot use and purposes as stated under the R-4 zoning as specified in the Zoning Ordinance of Franklin, Indiana. No lot shall be used except for residential purposes and no residential building shall be erected or placed or permitted on any part lot other than the single-family dwelling with any attached garage for not less than 2 cars or more than 3 cars. A storage building is permitted providing the floor area does not exceed 160 feet and the permitted storage buildings shall not have metal surfaced exteriors or roofs.

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4. Any residence porches and permitted su
7. No buildings shall specifications and pl acceptability and qu and as to location 1 placed or altered on foot minimum buildir
8. No building shall the minimum buildin feet to an interior li the purpose of this building provided, ho upon another lot.
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20. All residences (16) feet.
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23. The Home Own (seventeen), as ind accordance with th

- DEFINITIONS
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 (B) REAR LINE - h which the lot abut
 (C) FRONT YARDS
 (D) SIDE YARDS - an aggregate of fil
 (E) REAR YARDS -

LEGAL DESCRIPTION

I, Jerry D. Wiggins, 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 subdivided the following described real estate into blocks and lots as shown on the herein drawn plat. This plat correctly represents said survey of a part of the Northeast quarter of Section 29 in Needham Township, Johnson County, Indiana, being more particularly described as follows:

PHASE ONE

Parts of the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19 all in Township 12 North, Range 5 East; also parts of the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24 all in Township 12 North, Range 4 East all of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows:

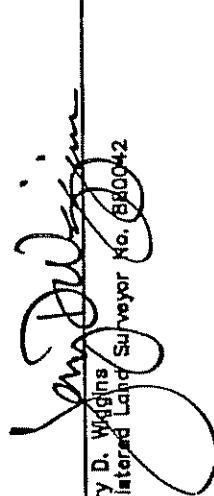
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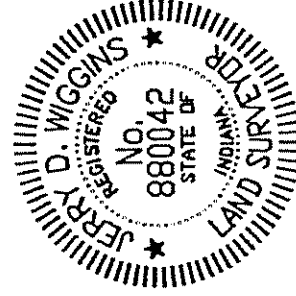
Subject to all pertinent easements, restrictions and rights-of-way.

This subdivision contains thirty-one (31) lots in Phase One, numbered one (1) through thirty-one (31) and six (6) lots in Phase Two, numbered thirty-two (32) through thirty-seven (37) inclusive, with streets, rights-of-ways and easements as shown on the plat herewith.

All monuments shown hereon will exist, and that their location, size, type and material are accurately shown and that the computed error of closure of the boundary survey is not more than one foot in ten thousand, and that this plat complies with the 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.

Witness my hand and seal this 5th day of August, 1999


 Jerry D. Wiggins
 Registered Land Surveyor No. 880042



RESTRICTIVE COVENANTS JEFFERSON ESTATES II, SECTION 1.

1. The undersigned, Albert D. Stout, of Stout's Development Group, Inc., owner of the real estate shown and described herein, does hereby lay off, plat, subdivide and dedicate said real estate into lots and streets in accordance with this certified plat, which shall be known as Jefferson Estates II, Section 1. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to wit:

1. The streets and rights-of-ways shown hereon, subject to construction standards and acceptance are hereby dedicated to the public use, to be owned and maintained by the City of Franklin, Indiana, Street Department.
2. Any field tile or underdrain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision, their successors and assigns shall comply with the Indiana Drainage Code of 1955.
3. Drainage swales (ditches) along dedicated roadways and within rights-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission from the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that 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 Franklin Board of Public Works and Safety. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such actions and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken the Franklin Board of Public Works and Safety will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.
4. There are strips of ground as shown on the plat marked "Sanitary Sewer, Drainage and Utility Easements" (S.S.D. & U.E.), "Drainage and Utility Easements" (D. & U.E.) and "Drainage, Utility and Landscape Easements" (D.U. & L.E.) which are hereby reserved for public utilities and the "Jefferson Estates, Section 2 Homeowners Association" for the installation of water and sewer mains, poles, ducts, lines, wires and drainage facilities, subject to all times to the proper authorities and to the easement herein reserved. No

6. No dwelling shall have open porches and balconies on a first-level, or tri-level structures indicate
1. All dwelling shall be approved by the Planning Committee,
2. Aluminum
3. Any residential exterior materials shall be approved by the Planning Committee
4. Any residential porches and balconies shall be approved by the Planning Committee
7. No buildings shall be erected which do not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
8. No building shall be erected which does not conform to the minimum building setback requirements and as to location and placement shall be approved by the Planning Committee
9. No noxious or offensive structures shall be erected or stored
10. No structure shall be erected which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
11. No downspout
12. No sign of any kind shall be erected or placed on any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
13. No all drilling, excavation or foundation work shall be permitted upon or adjacent to any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
14. At no time shall any structure be erected or placed on any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
15. No animals, live or dead, shall be kept or maintained on any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
16. No lot shall be subdivided into smaller lots or parcels which do not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
17. No fence, wall, or structure shall be erected or placed on any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
18. No screen plant or structure shall be erected or placed on any lot or structure which does not conform to the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
19. All swales and ditches shall be approved by the Planning Committee and shall be maintained in accordance with the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
20. All residences shall be approved by the Planning Committee
21. Homeowners Association
22. The Builder to comply with the specifications and standards of the Building Department and as to location and placement shall be approved by the Planning Committee
23. The Home Owner shall be held responsible for the installation of water and sewer mains, poles, ducts, lines, wires and drainage facilities, subject to all times to the proper authorities and to the easement herein reserved. No

any residence or structure 1000 square feet and greater having vinyl siding on the exterior must also have forty percent (40%) brick or stone exterior for the first vertical eight feet above grade (first floor). The method to be used to calculate the area of brick, stone or stucco required shall be as follows:

The sum of the total perimeter length of the exterior foundation of the entire residence and attached garage times (X) eight (8) feet times (X) forty percent (40%) equals (=) the area in square feet of brick or stone required.

4. Any residence having 2200 or more square feet of living area (exclusive of open porches and garages), may have a siding exterior other than as stated above and may be permitted subject to review and approval by the architectural control committee.
7. No buildings shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the owners or their appointed representative, as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Each lot has a 41 foot minimum building setback from the back of curb
8. 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 7.5 feet to an interior lot line and the aggregate of both side yard setbacks shall be not less than 15 feet. 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.
9. 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 the front or side yard.
10. 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.
11. No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.
12. 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 for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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.
14. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.
15. No animals, livestock, poultry, or Pot Belly Pigs of any kind shall be raised, bred, or kept on any lot, except that of dogs, cats, or other usual household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
16. 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, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
17. 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 intersections of the street proper 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. All subject to the Franklin City Tree Ordinance.
18. No screen planting or hedge more than 36 inches high shall be permitted on side lot lines between the front lot line and building setback line.
19. All swales and detention areas 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. The developer is responsible for all rough grading and for providing to the owner, contractor or purchaser of lots, a lot adequately graded to provide positive drainage, however, the builder, contractor or purchaser shall be responsible for the finish grading of each lot and for providing adequate surface drainage so as not to damage any adjacent lots.
20. All residences shall have either bituminous or concrete paved driveways with a minimum width of sixteen (16) feet.
21. Homeowners Association hereby owns the lake and all common ground not otherwise dedicated.
22. The Builder to be responsible for installation of all sidewalks and trees bordering City Right-of-Ways in compliance with Franklin City Subdivision Control Ordinance and Tree Ordinance, Builder/Homeowner shall landscape (minimum of 12 shrubs or trees) on or about home site before occupancy.
23. The Home Owners Association is here in granted an easement on lots numbered 1 (one) and 17 (seventeen), as indicated on plat. The Easement is for the erection and maintenance of a subdivision sign in accordance with the Franklin City Sign Ordinance.

DEFINITIONS

- (A) SIDE LINE - Means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot.
- (B) REAR LINE - Means the lot boundary line that is farthest from and substantially parallel to the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- (C) FRONT YARDS - The front building setback lines shall be as set forth upon this plat of the development.
- (D) SIDE YARDS - The side yard setback lines shall not be less than seven and a half (7.5) feet and have an aggregate of fifteen (15) feet.
- (E) REAR YARDS - Rear setback lines shall be at least fifteen (15) feet from the rear lot line.

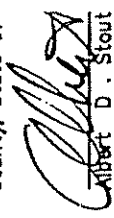
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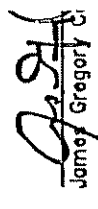
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Albert D. Stout

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James Gregory

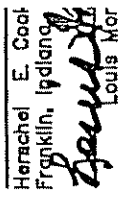
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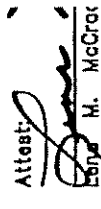
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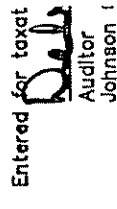
City of Franklin P

By: 

Be it resolved by
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September

Hershel E. Cook
Franklin, Indiana

Louis Har

Attest:

Mary M. McCrat

Entered for taxat

Auditor
Joseph Hart Johnson

NO: 1999-1

Received this 1

Fees: 23.00


Joseph Hart Johnson

Copy received by:

JEFFERSON ESTATES II SECTION I CITY OF FRANKLIN, INDIANA

6. No dwelling shall be permitted on any lot unless the ground floor area of the main exclusive of one story open porches and garages shall be not less than 1500 square feet for a one-story dwelling. All two-story, bi-level, or tri-level dwellings shall have a minimum of 1600 square feet of living area. All dwellings and structures indicated above are subject to the construction specifications indicated as 1 through 4:

1. All dwellings and structures are subject to review and approval by the architectural control Committee, as appointed by developer/owner.

2. Aluminum siding shall not be permitted on the vertical portion of any structure.

3. Any residence or structure 1500 square feet and greater having vinyl siding on the exterior must also have forty percent (40%) brick or stone exterior for the first vertical eight feet above grade (first floor). The method to be used to calculate the area of brick, stone or stucco required shall be as follows:

The sum of the total perimeter length of the exterior foundation of the entire residence and attached garage times (X) eight (8) feet times (X) forty percent (40%) equals (=) the area in square feet of brick or stone required.

4. Any residence having 2200 or more square feet of living area (exclusive of open porches and garages), may have a siding exterior other than as stated above and may be permitted subject to review and approval by the architectural control committee.

7. No buildings shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the owners or their appointed representative, as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Each lot has a 41 foot minimum building setback from the back of curb

8. 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 7.5 feet to an interior lot line and the aggregate of both side yard setbacks shall be not less than 15 feet. 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.

9. 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 the front or side yard.

10. 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.

11. No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.

12. 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 for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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.

14. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.

15. No animals, livestock, poultry, or Pot Belly Pigs of any kind shall be raised, bred, or kept on any lot, except that of dogs, cats, or other usual household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

16. 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, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. 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 intersections of the street proper 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. All subject to the Franklin City Tree Ordinance.

18. No screen planting or hedge more than 36 inches high shall be permitted on side lot lines between the front lot line and building setback line.

19. All swales and detention areas 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. The developer is responsible for all rough grading and for providing to the owner, contractor or purchaser of lots, a lot adequately graded to provide positive drainage, however, the builder, contractor or purchaser shall be responsible for the finish grading of each lot and for providing adequate surface drainage so as not to damage any adjacent lots.

20. All residences shall have either bituminous or concrete paved driveways with a minimum width of sixteen (16) feet.

21. Homeowners Association hereby owns the lake and all common ground not otherwise dedicated.

22. The Builder to be responsible for installation of all sidewalks and trees bordering City Right-of-Ways in compliance with Franklin City Subdivision Control Ordinance and Tree Ordinance. Builder/Homeowner shall landscape (minimum of 12 shrubs or trees) on or about home site before occupancy.

23. The Home Owners Association is here in granted an easement on lots numbered 1 (one) and 17

The owner of any proceeding at law adulterant shall in enforce any restri shall under any ci thereafter, or as i or continuation of necessary to enfoi declarant shall pr

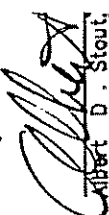
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This Subdivision of County, State of I


Albert D. Stout,

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James Gregory CG

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County of Residence
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9th day

City of Franklin Pi

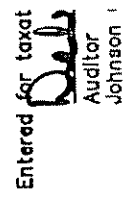
By: 

Be it resolved by dedications shown
September

Hemachel E. Cook
Franklin, Indiana

Louis Mor

Attest:

Edna M. McCrae

Entered for taxat

Auditor
Johnson

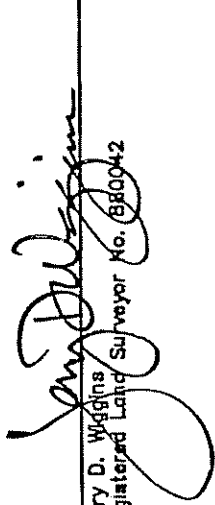
Commencing from the Southeast corner of the said Southwest Quarter of Section 18; thence South 89 degrees 04 minutes 13 seconds West (assumed bearing) 2165.22 feet to the Point of Beginning of this described tract; thence South 00 degrees 08 minutes 16 seconds West 346.20 feet; thence South 87 degrees 36 minutes 34 seconds West 344.40 feet; thence North 87 degrees 37 minutes 30 seconds West 517.83 feet; thence North 00 degrees 00 minutes 00 seconds East 384.07 feet; thence North 90 degrees 00 minutes 00 seconds East 402.00 feet; thence North 00 minutes 00 seconds East 545.70 feet to a non-tangential curve concave to the South, having a radius of 252.83 feet, a delta of 07 degrees 53 minutes 10 seconds subtended by a chord bearing of North 75 degrees 52 minutes 34 seconds East and a chord distance of 34.77 feet; thence an arc length of 34.80 feet along said curve to a point of reverse curvature concave to the North having a radius of 202.83 feet, a delta of 17 degrees 08 minutes 14 seconds subtended by a chord bearing North 80 degrees 30 minutes 06 seconds East and a chord distance of 60.44 feet; thence North easterly along said curve an arc length of 60.67 feet; thence North 89 degrees 04 minutes 13 seconds 368.51 feet; thence South 00 degrees 08 minutes 16 seconds West 615.11 feet to the Point of Beginning containing 13.821 acres more or less.

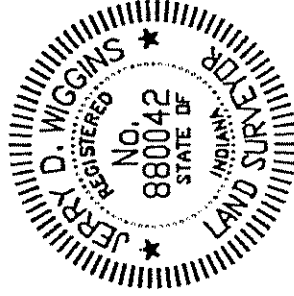
Subject to all pertinent easements, restrictions and rights-of-way.

This subdivision contains thirty-one (31) lots in Phase One, numbered one (1) through thirty-one (31) and six (6) lots in Phase Two, numbered thirty-two (32) through thirty-seven (37) inclusive, with streets, rights-of-ways and easements as shown on the plat herewith.

All monuments shown hereon will exist, and that their location, size, type and material are accurately shown and that the computed error of closure of the boundary survey is not more than one foot in ten thousand, and that this plat complies with the 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.

Witness my hand and seal this 5th day of August, 1999


Jerry D. Wiggins
Registered Land Surveyor No. 880042



RESTRICTIVE COVENANTS
JEFFERSON ESTATES II, SECTION I.

1. The undesignated, Albert D. Stout, of Stout's Development Group, Inc., owner of the real estate shown and described herein, does hereby lay off, plat, subdivide and dedicate said real estate into lots and streets in accordance with this certified plat, which shall be known as Jefferson Estates II, Section I. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to wit:

1. The streets and rights-of-ways shown hereon, subject to construction standards and acceptance are hereby dedicated to the public use, to be owned and maintained by the City of Franklin, Indiana, Street Department.
2. Any field tile or underdrain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision, their successors and assigns shall comply with the Indiana Drainage Code of 1965.
3. Drainage swales (ditches) along dedicated roadways and within rights-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission from the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that 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 Franklin Board of Public Works and Safety. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such actions and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken the Franklin Board of Public Works and Safety will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.
4. There are strips of ground as shown on the plat marked "Sanitary Sewer, Drainage and Utility Easements" (S.S.D. & U.E.), "Drainage and Utility Easements" (D. & U.E.) and "Drainage, Utility and Landscape Easements" (D.U. & L.E.) which are hereby reserved for public utilities and the "Jefferson Estates, Section 2 Homeowners Association" for the installation of water and sewer mains, poles, ducts, lines, wires and drainage facilities, subject to 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 tiles subject to the rights of the public utilities, and the rights of the owners of other lot's in this subdivision. The drainage facilities within this subdivision shall be maintained by the "Jefferson Estates, Section 2 Homeowners Association" as detailed in the declaration of covenants, conditions and restrictions of Jefferson Estates II, Section I. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but not be limited to, the maintenance of all inlets, open ditches, pipes, swales, manholes and detention ponds. The costs and expense of such maintenance shall be assessed as a 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 included in the storm drainage system for this subdivision.
5. Lot use and purposes as stated under the R-4 zoning as specified in the Zoning Ordinance of Franklin, Indiana. No lot shall be used except for residential purposes and no residential building shall be erected or placed or permitted on any part lot other than the single-family dwelling with any attached garage for not less than 2 cars or more than 3 cars. A storage building is permitted providing the floor area does not exceed 160 feet and the permitted storage buildings shall not have metal surfaced exteriors or roofs.

LEGAL DESCRIPTION

I, Jerry D. Wiggins, 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 subdivided the following described real estate into blocks and lots as shown on the herein drawn plat. This plat correctly represents said survey of a part of the Northeast quarter of Section 29 in Needham Township, Johnson County, Indiana, being more particularly described as follows:

PHASE ONE

Parts of the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19 all in Township 12 North, Range 5 East; also parts of the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24 all in Township 12 North, Range 4 East all of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows:

Commencing from the Southeast corner of the said Southwest Quarter of Section 18; thence South 89 degrees 04 minutes 13 seconds West (assumed bearing) 2165.22 feet to the Point of Beginning of this described tract; thence South 00 degrees 08 minutes 16 seconds West 346.20 feet; thence South 87 degrees 36 minutes 34 seconds West 344.40 feet; thence North 87 degrees 37 minutes 30 seconds West 517.83 feet; thence North 00 degrees 00 minutes 00 seconds East 384.07 feet; thence North 90 degrees 517.83 feet; thence North 00 degrees 00 minutes 00 seconds East 402.00 feet; thence North 00 degrees 00 minutes 00 seconds East 545.70 feet to a non-tangential curve concave to the South, having a radius of 252.83 feet, a delta of 07 degrees 53 minutes 10 seconds subtended by a chord bearing of North 75 degrees 52 minutes 34 seconds East and a chord distance of 34.77 feet; thence an arc length of 34.80 feet along said curve to a point of reverse curvature concave to the North having a radius of 202.83 feet, a delta of 17 degrees 08 minutes 14 seconds subtended by a chord bearing North 80 degrees 30 minutes 06 seconds East and a chord distance of 60.44 feet; thence North easterly along said curve an arc length of 60.67 feet; thence North 89 degrees 04 minutes 13 seconds 368.51 feet; thence South 00 degrees 08 minutes 16 seconds West 615.11 feet to the Point of Beginning containing 13.821 acres more or less.

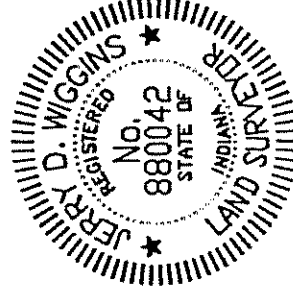
Subject to all pertinent easements, restrictions and rights-of-way.

This subdivision contains thirty-one (31) lots in Phase One, numbered one (1) through thirty-one (31) and six (6) lots in Phase Two, numbered thirty-two (32) through thirty-seven (37) inclusive, with streets, rights-of-ways and easements as shown on the plat herewith.

All monuments shown hereon will exist, and that their location, size, type and material are accurately shown and that the computed error of closure of the boundary survey is not more than one foot in ten thousand, and that this plat complies with the 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.

Witness my hand and seal this 5th day of August, 1999

Jerry D. Wiggins
Registered Land Surveyor No. 880042



RESTRICTIVE COVENANTS
JEFFERSON ESTATES II, SECTION I.

I, the undersigned, Albert D. Stout, of Stout's Development Group, Inc., owner of the real estate shown and described herein, does hereby lay off, plat, subdivide and dedicate said real estate into lots and streets in accordance with this certified plat, which shall be known as Jefferson Estates II, Section I.. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to wit;

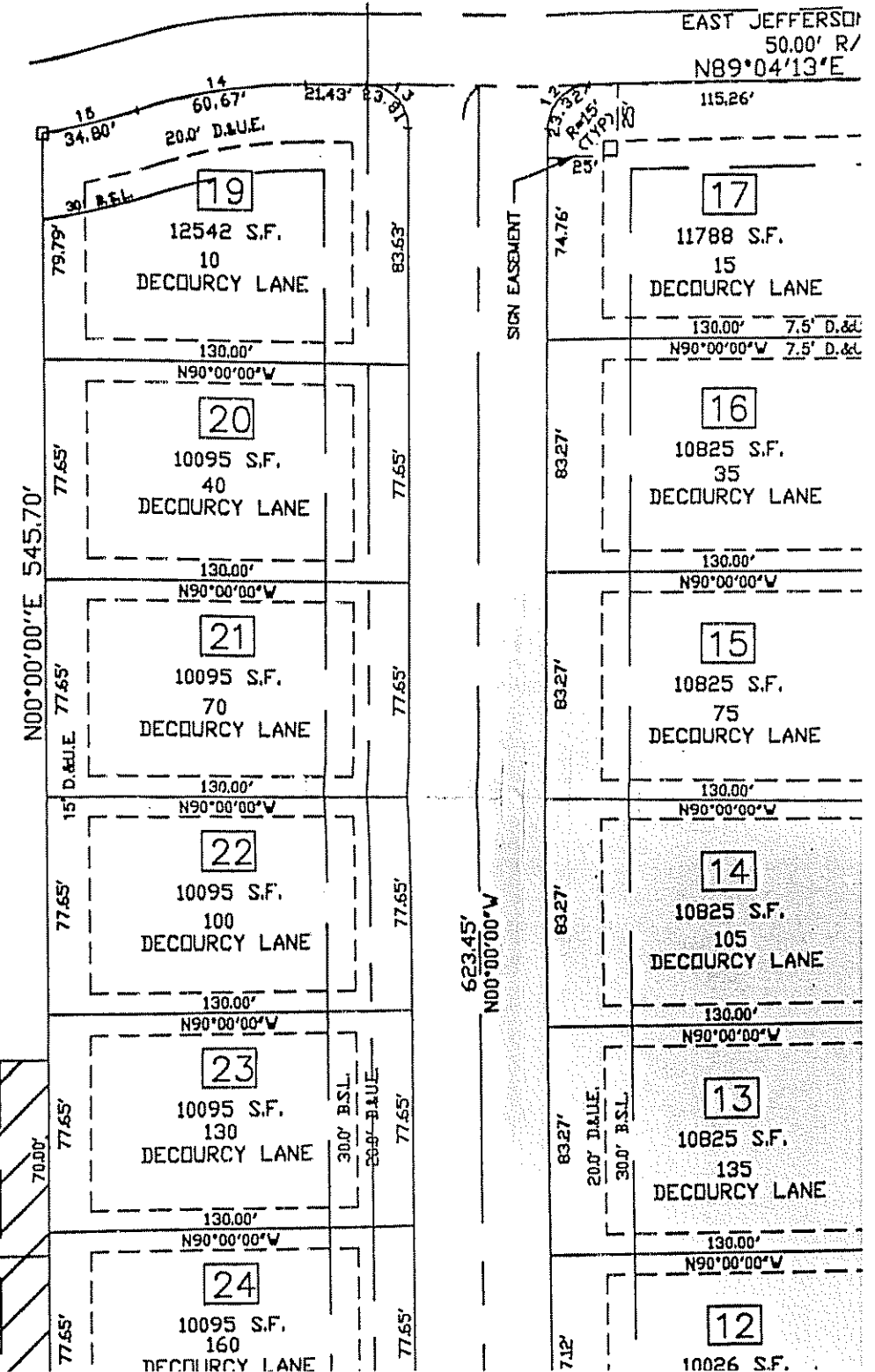
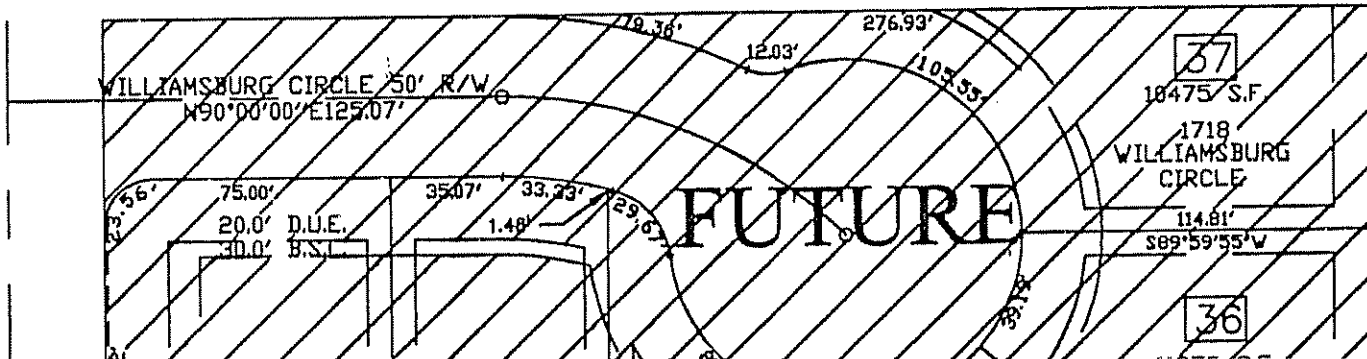
1. The streets and rights-of-ways shown hereon, subject to construction standards and acceptance are hereby dedicated to the public use, to be owned and maintained by the City of Franklin, Indiana, Street Department.
2. Any field tile or underdrain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision, their successors and assigns shall comply with the Indiana Drainage Code of 1985.
3. Drainage swales (ditches) along dedicated roadways and within rights-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission from the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that 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 Franklin Board of Public Works and Safety. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such actions and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken the Franklin Board of Public Works and Safety will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.
4. There are strips of ground as shown on the plat marked "Sanitary Sewer, Drainage and Utility Easements" (S.S.D. & U.E.), "Drainage and Utility Easements" (D. & U.E.) and "Drainage, Utility and Landscape Easements" (D.U. & L.E.) which are hereby reserved for public utilities and the "Jefferson Estates, Section 2 Homeowners Association" for the installation of water and sewer mains, poles, ducts, lines, wires and drainage facilities, subject to 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 tiles subject to the rights of the public utilities, and the rights of the owners of other lot's in this subdivision. The drainage facilities within this subdivision shall be maintained by

JEFFERSON ESTATES II SECTION I CITY OF FRANKLIN, INDIANA

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	08°16'46"	125.00	18.06	9.05	18.05
2	13°33'47"	125.00	29.59	14.86	29.52
3	40°06'46"	15.00	10.50	5.48	10.29
4	33°37'29"	50.00	29.34	15.11	28.92
5	50°19'33"	50.00	43.92	23.49	42.52
6	46°02'31"	50.00	40.18	21.25	39.11
7	40°06'46"	15.00	10.50	5.48	10.29
8	09°08'32"	125.00	19.95	9.99	19.92
9	09°04'25"	125.00	19.80	9.92	19.78
10	90°00'00"	100.00	157.08	100.00	141.42
11	90°00'00"	75.00	117.81	75.00	106.07
12	89°04'05"	15.00	23.32	14.76	21.04
13	90°55'55"	15.00	23.81	15.25	21.39
14	17°08'14"	202.83	60.67	30.56	60.44
15	07°53'10"	252.83	34.80	17.43	34.77
16	90°00'00"	15.00	23.56	15.00	21.21
17	90°00'00"	15.00	23.56	15.00	21.21

MORNINGSIDE OF FRANKLIN

WILLIAMSBURG LANE



EAST JEFFERSON
50.00' R/
NB9°04'13"E

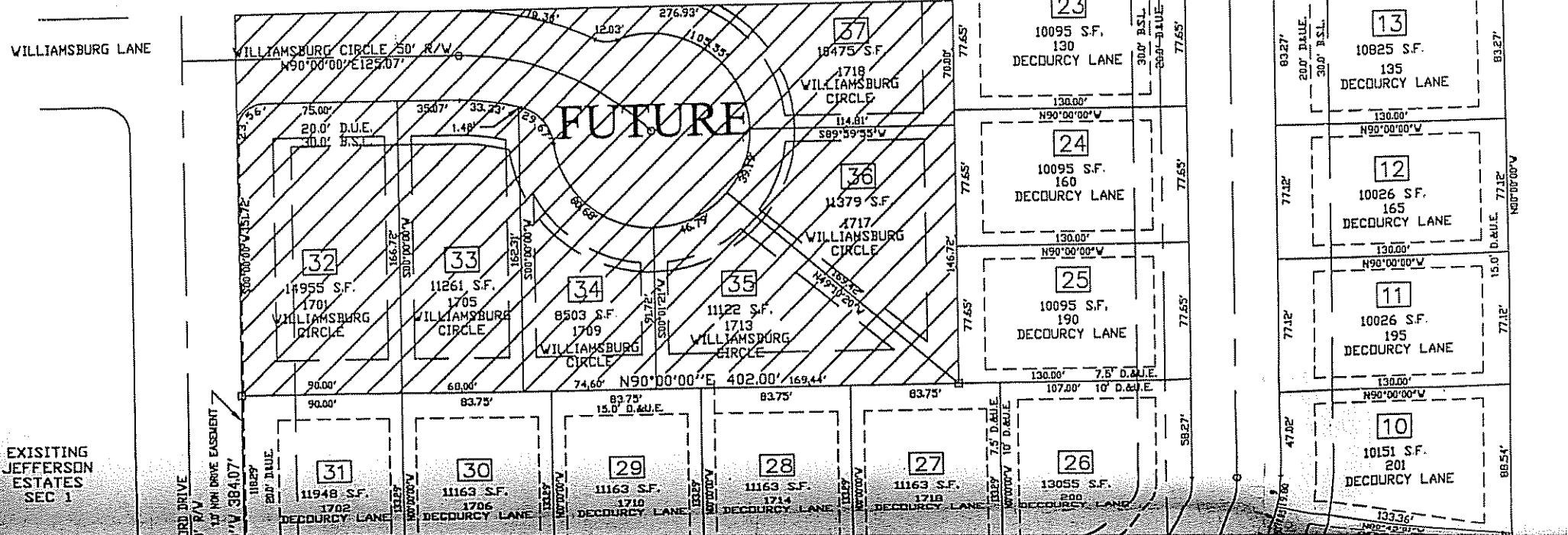
SIGN EASEMENT

623.45'
N00°00'00"W

JEFFERSON ESTATES II SECTION I CITY OF FRANKLIN, INDIANA

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	08°16'46"	125.00	18.06	9.05	18.05
2	13°33'47"	125.00	29.59	14.86	29.52
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4	33°37'29"	50.00	29.34	15.11	28.92
5	50°19'33"	50.00	43.92	23.49	42.52
6	46°02'31"	50.00	40.18	21.25	39.11
7	40°06'46"	15.00	10.50	5.48	10.29
8	09°08'32"	125.00	19.95	9.99	19.92
9	09°04'25"	125.00	19.80	9.92	19.78
10	90°00'00"	100.00	157.08	100.00	141.42
11	90°00'00"	75.00	117.81	75.00	106.07
12	89°04'05"	15.00	23.32	14.76	21.04
13	90°55'55"	15.00	23.81	15.25	21.39
14	17°08'14"	202.83	60.67	30.56	60.44
15	07°53'10"	252.83	34.80	17.43	34.77
16	90°00'00"	15.00	23.56	15.00	21.21
17	90°00'00"	15.00	23.56	15.00	21.21

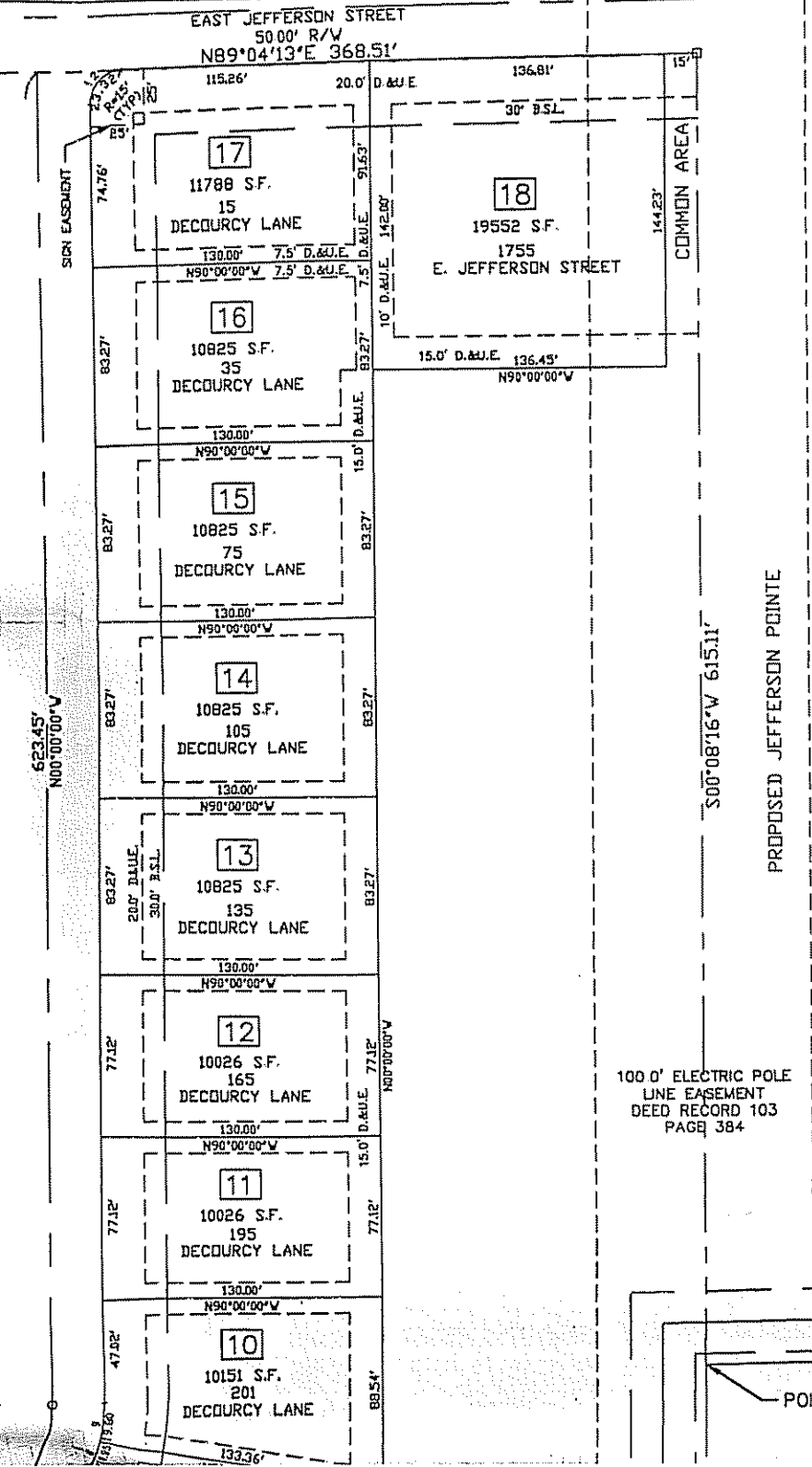
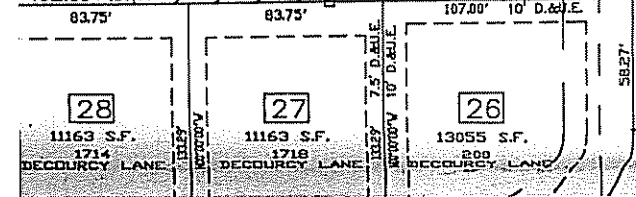
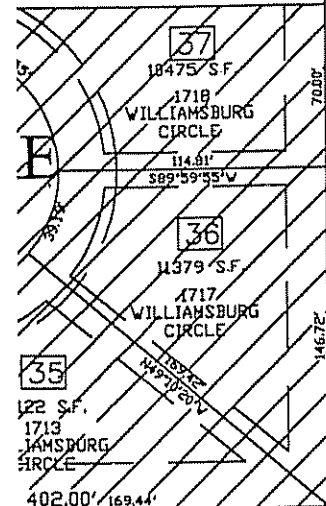
MORNINGSIDE OF FRANKLIN



EXISTING
JEFFERSON
ESTATES
SEC 1

NA

RANKLIN



D-233A

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

LEGEND

- = CENTERLINE MONUMENT
- = CONCRETE MONUMENT
- D.&U.E. = DRAINAGE AND UTILITY EASEMENT
- B.S.L. = BUILDING SET BACK LINE
- S.F. = SQUARE FEET
- ▨ = PROPOSED SECTION II

GENERAL NOTES:

ALL CURVE DIMENSIONS ARE ARC LENGTHS UNLESS OTHERWISE NOTED.

7.5' DRAINAGE AND UTILITY EASEMENTS TYPICAL UNLESS OTHERWISE NOTED.

NO: 1999-027340

Received this 10th day of September 1999, at 1:59 PM and recorded in Plat Book D, Page 233A-B

Fee: 230

Jean Harmon
Jean Harmon, Recorder
Johnson County, Indiana

POINT OF BEGINNING
SOUTH EAST CORNER SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 12 NORTH RANGE 5 EAST

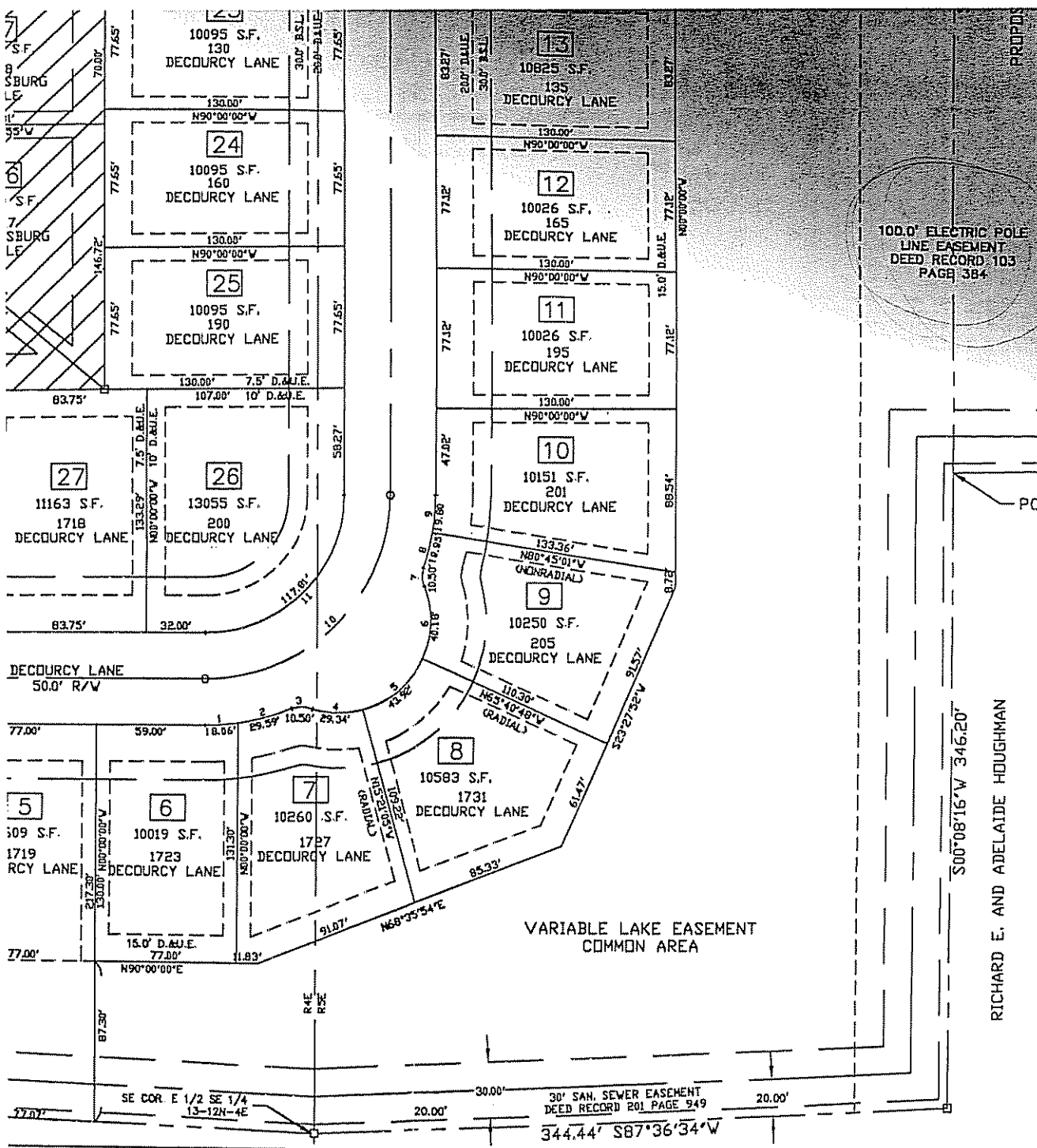
REVISIONS	SCALE
	1" = 60'
	DRAWN
	DESIGNED BY
	CHECKED
	JUK

JERRY D. WIGGINS
REGISTERED
No. 880042
STATE OF INDIANA
LAND SURVEYOR

PROJECT: JEFFERSON ESTATES II SECTION II, CITY OF FRANKLIN, JOHNSON COUNTY, IN.
SHEET TITLE: FINAL PLAT

IRVEYING

In. Indiana 46131
(317) 736-0781



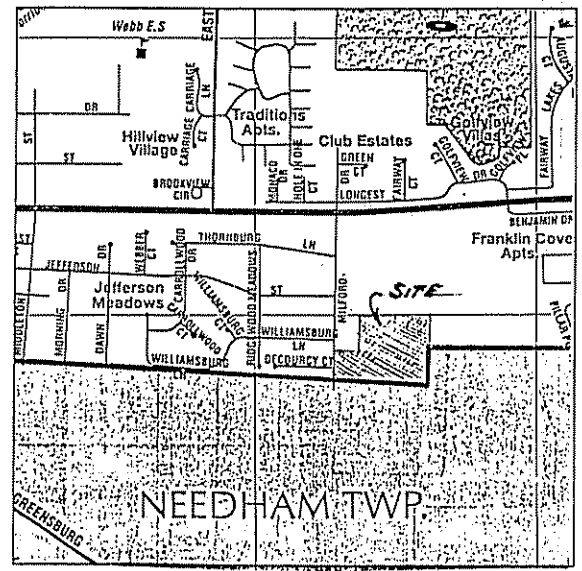
100.0' ELECTRIC POLE LINE EASEMENT DEED RECORD 103 PAGE 384

7.5' DRAINAGE AND UTILITY EASEMENTS TYPICAL UNLESS OTHERWISE NOTED.

NO: 1999-021340
 Received this 10th day of September 1999, at 1:59 PM
 and recorded in Plat Book D, Page 233 A-B
 Fee 230
Jean Harmon
 Jean Harmon, Recorder
 Johnson County, Indiana

POINT OF BEGINNING
 S89°04'13"W 2165.22'
 SOUTH EAST CORNER SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 12 NORTH RANGE 5 EAST

AREA MAP



RICHARD E. AND ADELAIDE HOUGHMAN

PROJECT
 JEFFERSON ESTATES II SECTION 11
 CITY OF FRANKLIN, JOHNSON COUNTY,
 SHEET TITLE
 FINAL PLAT

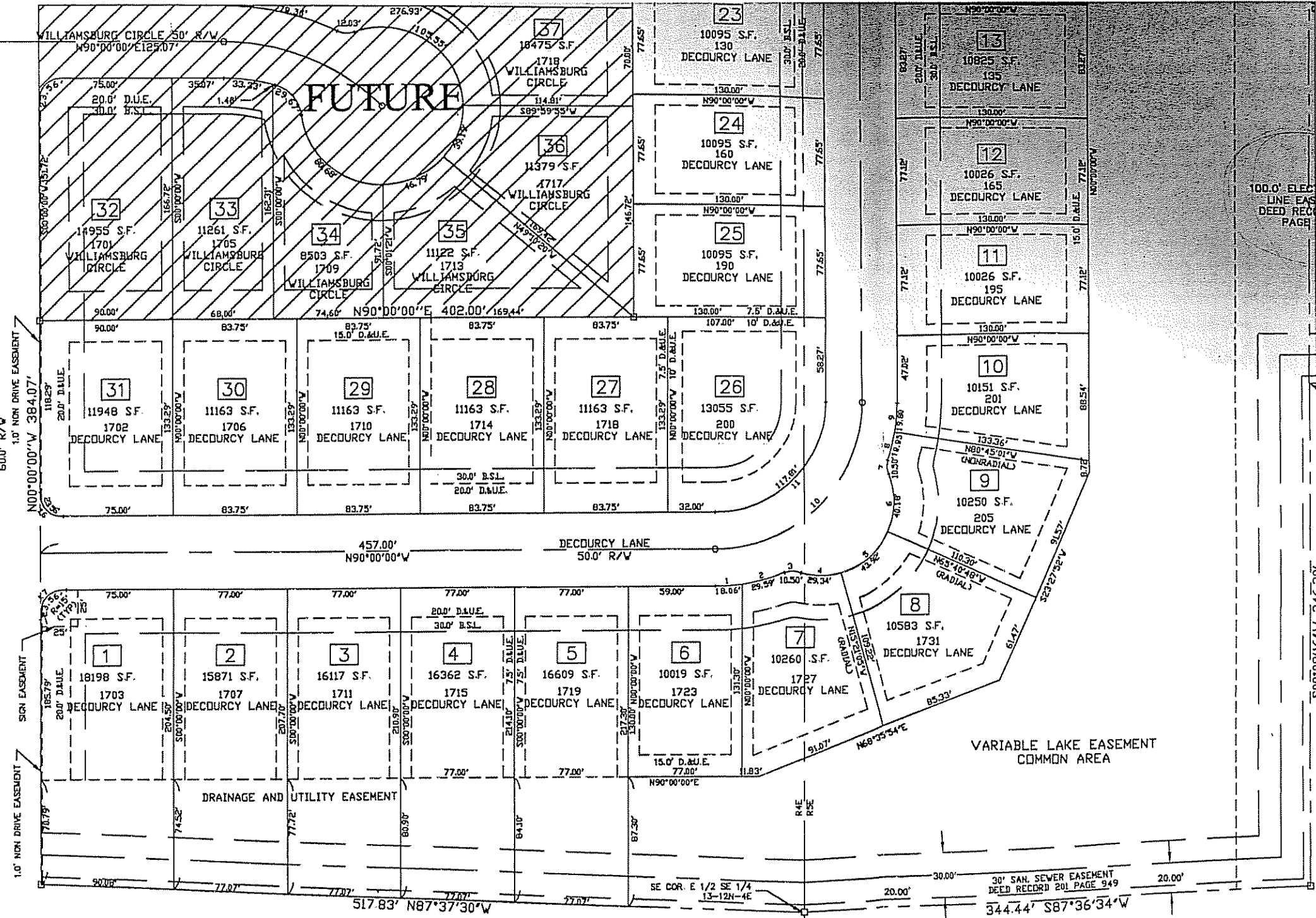
CKW LAND SURVEYING
 229 South Main Street, Franklin, Indiana 46151
 Office (317) 736-0781 - fax (317) 736-0781

SHEET	1
OF	2
WORK ORDER NO.	9900004
DATE	AUGUST 10, 1999

WILLIAMSBURG LANE

EXISTING JEFFERSON ESTATES SEC 1

DECOURCY COURT



110

16

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 10/20/1999 Time 14:05:31 1 of 16 Pgs
Inst # 1999-030584 OFF
Fee Amt: 42.00

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
JEFFERSON ESTATES II

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JEFFERSON ESTATES II ("Declaration"), made this 20 day of October, 1999, by Albert D. Stout (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit "A" ("Initial Real Estate"); and

WHEREAS, Declarant intends to subdivide Initial Real Estate into thirty-one (31) residential Lots as generally shown on the Plat for Jefferson Estates II, Section One, Phase 1, as hereinafter recorded in the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant intends to construct residential facilities, which development shall be known as "Jefferson Estates II, Section One, Phase 2"; and

WHEREAS, the Initial Real Estate has been subdivided, platted and recorded by Declarant as Jefferson Estates II, Section One, Phase 1, on the 16 day of Sept, 1999 as Instrument No. 1999027340 in the Office of the Recorder of Johnson County, Indiana, in Plat Book D, Page 233; and

WHEREAS, Declarant intends to sell and convey the residential facilities and Lots within Jefferson Estates II and desires to subject the Real Estate to certain terms, covenants, conditions and restrictions ("Covenants") in order to ensure that development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate; and

WHEREAS, Declarant desires to provide for maintenance of the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate which is of common benefit to the Owners of the various Lots within said Jefferson Estates II, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and

other costs in connection with the operation of Jefferson Estates II;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1 GENERAL PURPOSE OF THIS DECLARATION

The Real Estate is hereby subjected to the covenants, conditions, and restrictions ("Covenants") herein to ensure proper development of the Real Estate, to provide for adequate and proper maintenance of the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements on the Real Estate, so as to meet the requirements of certain governmental agencies, all for the purpose of benefitting all Lots within Jefferson Estates II and to ensure desired high standards of maintenance of the Real Estate.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

2.1 Architectural Control Committee. The Architectural Control Committee, or "ACC," means the Architectural Control Committee for Jefferson Estates II to be appointed in accordance with this Declaration.

2.2 Association. "Association" means Jefferson Estates II Homeowners' Association, Inc., formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of Section 6 of this Declaration.

2.3 Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot as determined and levied pursuant to the provisions of this Declaration.

2.4 Board of Directors. "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.

2.5 Common Area. "Common Area" means the area shown as Common Area on the Plat of Jefferson Estates II.

2.6 **Common Expense.** "Common Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Lake, Drainage System, Signage, Common Maintenance Property and Common Area and any other cost or expense incurred by the Association for the benefit and perpetuation of the Drainage System and Common Areas.

2.7 **Covenants.** "Covenants" means those covenants, conditions and restrictions affecting the Real Estate as established by Declarant in this Declaration.

2.8 **Declarant.** "Declarant" means Albert D. Stout, or any other person, firm, corporation or partnership which succeeds to the interest of Albert D. Stout, as Developer of Jefferson Estates II.

2.9 **Drainage Easements.** "Drainage Easements" refer to those areas (referenced S.S. D & U.E., D. & U.E., and VAR. D. & U.E.) reserved as easements for drainage, as shown on the Plat or Plats of Jefferson Estates II, as the same may be recorded from time to time.

2.10 **Drainage System.** "Drainage System" means the storm sewers, subsurface drainage tiles, pipes and structures, Drainage Easement areas, and/or all structures, fixtures, properties, equipment and facilities located in, upon, or under the Drainage Easements or Streets and associated with or related to the drainage of surface and subsurface waters from, over, and across Jefferson Estates II.

2.11 **Jefferson Estates II.** "Jefferson Estates II" means the Real Estate as it has been platted and recorded by Declarant in accordance with the provisions of this Declaration.

2.12 **Lake Easement Common Area.** "Lake Easement Common Area" means the area shown as Lake Easement Common Area on the Plat or Plats of Jefferson Estates II.

2.13 **Lot.** "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Jefferson Estates II, as the same may be recorded from time to time.

2.14 **Mortgagee.** "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

2.15 **Owner.** "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

2.16 **Plat.** "Plat" means the final Plat or Plats of Jefferson Estates II as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

2.17 **Sign Easement.** "Sign Easement" means the area shown as Sign Easement on the Plat or Plats of Jefferson Estates II.

2.18 **Streets.** "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat of Jefferson Estates II, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

3 **GENERAL LOT DEVELOPMENT AND USE RESTRICTIONS**

3.1 **Residential Use.** No Lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any Lot, other than a dwelling not to exceed two stories in height with a private attached garage for not less than two (2) cars or more than three (3) cars.

3.2 **Minimum Floor Area.** No single-story dwelling shall be less than fifteen hundred (1500) square feet of living space and no two-story dwelling shall be less than sixteen hundred (1600) square feet of living space.

3.3 **Set-Back Requirements.** No building shall be located on any Lot nearer to the front or side Lot lines than the minimum building setback dictated by the recorded Plat. 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 on a Lot to encroach upon another Lot.

3.4 **Brick or Stone Exteriors.** A dwelling of fifteen hundred (1500) square feet or greater with an exterior of vinyl siding, shall have a minimum of forty percent (40%) brick or stone exterior.

3.5 **Offensive Activity.** Noxious or offensive activity shall not be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.6 **Mining Operations.** No oil drillings, oil development operations, oil refining, quarries, 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. All gas and oil tanks must be concealed.

3.7 **Animals.** No animals, livestock, pot belly pigs 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.

3.8 **Trash.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage.

3.9 **Siteline Obstructions.** No fence, wall, hedge, or shrub planting which obstructs the sitelines at elevations greater than two one-half (2½) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street row lines and a line connecting them at points twenty-five (25) feet from the intersection of the street row lines, or in the case of rounded property corner, for the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement.

3.10 **Hedges, Screen Plantings.** No screen planting or hedge more than three feet (3') tall shall be permitted on side Lot lines between the front Lot line and the building setback line.

3.11 **Inoperative or Unlicensed Vehicles.** Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation will not be permitted to remain on any Lot. Campers, recreational vehicles, or boats of any kind may not be stored or parked on any Lot outside the main dwelling or garage.

3.12 **Outbuildings.** No structure, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any Lot at any time as a residence, either temporarily or permanently.

3.13 **Storage Barns.** Storage buildings, sheds and/or barns are permitted; however, floor areas shall not exceed one hundred sixty (160) square feet and shall not have metal exteriors or roofs.

3.14 **Downspouts.** No downspouts shall be connected to or discharge rainwater into any sanitary sewer.

3.15 **Signs.** No sign of any kind shall be displayed to the public view on any Lot, except one (1) professionally manufactured sign of not more than five (5) square feet used by a Builder, Realtor, or Owner to advertise the property during the construction and sale period.

3.16 **Driveways.** All driveways shall be paved with either bituminous or concrete with a minimum width of sixteen feet (16').

3.17 **Enforcement.** Violation of any of the covenants or restrictions of this Plat or of those contained in the Declaration of Covenants and Restrictions for the Jefferson Estates II Homeowners' Association, Inc., referenced herein, shall be subject to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the Declarant or property owners, including attorneys fees, in litigation or other procedures required to

remedy such violations shall be paid by the Owners(s) of the Lot or Lots found to be in violation. By acceptance of a deed for title to any Lot within this Plat, the grantee acknowledges the provisions of this document and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of the law, of any structure or part thereof, is hereby dedicated to public and reserved to the several Owners of the several Lots in this subdivision and to their heirs and assigns. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants 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 covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

4 JEFFERSON ESTATES II ARCHITECTURAL CONTROL COMMITTEE

4.1 Architectural Control Committee (ACC). The initial ACC is composed of three (3) members, appointed by the Declarant. At such time when the Declarant owns no Lots within Jefferson Estates II, the Board of Directors shall appoint an ACC to be composed of three (3) members. The ACC shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined.

4.2 Construction Approvals. No construction of any building or structure of any kind, including additions or remodeling involving exterior changes, alterations, fences, screens and walls shall begin within Jefferson Estates II until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the ACC. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location, and plot plan by ACC may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the ACC.

The plans and specifications submitted to the ACC shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the ACC. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of Jefferson Estates II area shall be the proper concern of the ACC.

4.3 Duties of ACC. The ACC shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it.

One copy of submitted material shall be retained by the ACC for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. Neither the ACC members nor the designated representatives shall be entitled to compensation for services performed pursuant to this Declaration.

4.4 Liability of ACC. Neither the ACC nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

4.5 Inspection. The ACC or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

4.6 ACC Approval Procedure. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC or its designated representative fails to approve or disapprove the plans as required herein within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5 LAKE AND DRAINAGE SYSTEM RESTRICTIONS

5.1 Lake Rules. It shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair, and upkeep of said Lake and the easement adjacent thereto, until such time as Declarant transfers control of the Association pursuant to paragraph 9.12. At such time of transfer of control of the Association, the Board of Directors shall be responsible for establishing rules and regulations pertaining to Lake usage and the easement adjacent thereto.

5.2 Interference with Lake. No Owner or third party shall do or permit another to do any act which could result in pollution of the Lake, diversion of any water, raise or lower the elevation of the water, significantly disturb the earth or the embankment of the Lake, or any other conduct which could result in an adverse effect upon the water quality, embankment, and adjacent property, drainage, or any other general condition of the Lake. Pumping water from the Lake is specifically prohibited.

5.3 Enforcement of Lake Restrictions. Any Lot Owner, the Association, or the appropriate governmental authorities at their discretion, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake, together with any damages incurred, and upon recovery of judgment shall be entitled to cost, together with reasonable attorneys' fees.

5.4 Drainage Systems. 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 appropriate governmental authorities. 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 appropriate governmental authorities. Any Owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the appropriate governmental authorities may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected Owner for immediate payment. Failure to pay will result in a lien against the Owner's Lot.

5.5 Field Tiles. Any field tile or underground drain which is encountered in construction or any improvement within Jefferson Estates II shall be perpetuated, and all Owners of Lots within this subdivision and their successors shall comply with the Indiana Drainage Code of 1965 as amended.

5.6 Outdoor Storage. No vehicles, boats, materials, machinery, equipment or other such items shall be permitted to be kept or stored within the Drainage Easements.

5.7 Construction, Earth-Moving, Excavation. No significant construction, earth-moving, or excavating work of any nature may be conducted by Owner within the Drainage Easements.

6 COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of maintenance of the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Lake Easement Common Area, and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate.

6.2 Owner Covenant. Each Owner hereby covenants and agrees to pay to the Association a pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided and a pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided. Payment shall be made within thirty (30) days from the date of billing, and there shall be a late charge of twelve percent (12%) per month on all delinquent payments.

6.3 Pro-rata Share. The pro-rata share of each Owner shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Jefferson Estates II, as the same may be recorded from time to time.

6.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

6.5 Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.

6.6 Maintenance Assessments. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Directors or any Owner subject to these Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

6.7 Liability. The Board of Directors shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Directors.

6.8 Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all Lots in Jefferson Estates II, on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to paragraph 9.12 below. Declarant shall not be obligated to pay any assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

6.9 Duties of the Association. The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

6.10 Certification of (Non)Payment. The Association shall promptly furnish to any Owner or Mortgagee upon request, a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

6.11 Non-payment of Assessments. If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

6.12 Remedies of Association. If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

6.13 Adjustments. In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be

recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

7 ORGANIZATION AND DUTIES OF ASSOCIATION

7.1 Organization of Association. The Declarant shall establish the Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which have been filed or will be filed by Declarant.

7.2 Membership. The members of the Association shall consist of the Owners of Lots in Jefferson Estates II as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

7.3 Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

7.4 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

7.5 Amendment of Covenants. The foregoing Covenants may be amended at any time after Declarant transfers control of the Association pursuant to paragraph 9.12 by the Owners of at least two-thirds (2/3) of the Lots subject to these Covenants. Each amendment must be evidenced by a written instrument, signed and acknowledged by the Owners' representative concurring therein and recorded in the Johnson County Recorder's Office.

8 ADDITIONS TO JEFFERSON ESTATES II

8.1 Method and Scope of Addition. Declarant, at its option, and from time to time, may expand Jefferson Estates II to include all or any parts of the Additional Property described in the attached Exhibit "B" by subsequent platting thereof consisting of one or more Lots which in the discretion of Declarant is appropriate with such an addition. Such further addition, if added, shall be added by the recordation of a plat of such addition, consistent in detail and layout with the plat of Jefferson Estates II and recorded plats of previous additions, and by the recordation of a supplemental declaration imposing upon such addition the terms and conditions of this Declaration, together with any provisions particular to such Addition. Declarant hereby covenants that no real property shall be added thereto which is not within the Additional Property described in Exhibit "B."

8.2 Time for Expansion. No additional sections shall be added after the date which is twenty (20) years after the date on which the plat for Jefferson Estates II was recorded.

9 GENERAL PROVISIONS

9.1 Covenants Run With the Land. The Covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

9.2 Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the Covenants contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the Covenants contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

9.3 Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

9.4 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such Covenant.

9.5 Rights of Mortgagees. Except to the extent otherwise provided herein, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Other provisions herein notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

9.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.7 Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

9.8 Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses or (b) seventy-two (72) hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

9.9 Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Covenants For Jefferson Estates II pertaining to the real estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana," and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.


9.10 Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

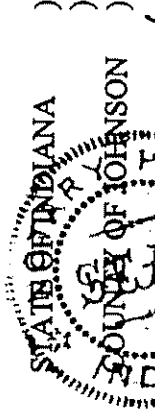
9.11 Reservations of Declarant. Other provisions herein notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed

necessary or appropriate by Declarant, at any time prior to the transfer of control of the Association pursuant to paragraph 9.12 without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

9.12 Transfer of Control of Association. Declarant shall transfer control of the Association to the Lot Owners at any time when the Declarant owns less than seventy-five percent (75%) of the Lots within Jefferson Estates II. At such time of the transfer of control of the Association, Declarant shall quitclaim the Lake Easement Common Area and appurtenances existing as a part of the Drainage System, Common Areas and Sign Easements located on the Real Estate to the Association.

In Witness Whereof, the Declarant and Trustee has caused this Declaration to be executed on the date first above written.


Albert D. Stout



SS:

Albert D. Stout, 1999, before me, a Notary Public, personally appeared Albert Stout, personally known to me to be the same person described in and who executed the within instrument, and the same person duly acknowledged to me that she executed the same.

My Commission Expires:

Feb. 12, 2000

9.57 CAP
Notary Public, James Gregory Cantwell
Resident of Johnson County, IN

THIS INSTRUMENT PREPARED BY: Joyce A. Tellstrom, Attorney, VAN VALER LAW FIRM, 299 West Main Street, P.O. Box 7575, Greenwood, Indiana 46142. 317/881-7575

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**LEGAL DESCRIPTION
SECTION ONE, PHASE I**

PARTS OF THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19 ALL IN TOWNSHIP 12 NORTH, RANGE 5 EAST; ALSO PARTS OF THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24 ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST ALL OF THE SECOND PRINCIPAL MERIDIAN, NEEDHAM TOWNSHIP, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 18; THENCE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS WEST (ASSUMED BEARING) 2165.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST 346.20 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 34 SECONDS WEST 344.40 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS WEST 517.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 384.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 402.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 545.70 FEET TO A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 252.83 FEET, A DELTA OF 07 DEGREES 53 MINUTES 10 SECONDS SUBTENDED BY A CHORD BEARING OF NORTH 75 DEGREES 52 MINUTES 34 SECONDS EAST AND A CHORD DISTANCE OF 34.77 FEET; THENCE AN ARC, LENGTH OF 34.80 FEET ALONG SAID CURVE TO A POINT OF REVERSE CURVATURE CONCAVE TO THE NORTH HAVING A RADIUS OF 202.83 FEET, A DELTA OF 17 DEGREES 08 MINUTES 14 SECONDS SUBTENDED BY A CHORD BEARING NORTH 80 DEGREES 30 MINUTES 06 SECONDS EAST AND A CHORD DISTANCE OF 60.44 FEET; THENCE NORTH EASTERLY ALONG SAID CURVE AN ARC, LENGTH OF 60.67 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 13 SECONDS 368.51 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST 615.11 FEET TO THE POINT OF BEGINNING CONTAINING 13.821 ACRES MORE OR LESS.

SUBJECT TO ALL PERTINENT EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY.

EXHIBIT "A"

LEGAL DESCRIPTION
SECTION ONE, PHASE 2

A part of the southeast Quarter of section 13, Township 12 North, Range 4 East, of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 19, Township 12 North, Range 5 East, of the Second Principal Meridian, Needham Township, Johnson County, Indiana; Thence South 355.19 feet to the South East corner of the Southeast Quarter of Section 13, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana; Thence North 87 degrees 37 minutes 30 seconds West along the South line of said Quarter Section 517.38 feet to the East right-of-way line of Milford Drive; Thence North 00 degrees 00 minutes 00 seconds West 384.07 feet along the East right-of-way line Milford Drive 384.07 feet to the Point of Beginning; Thence North 00 degrees 00 minutes 00 seconds West continuing on the East right-of-way line of Milford Drive 216.72 feet; thence North 90 degrees 00 minutes 00 seconds East 402.00 feet; Thence South 00 degrees 00 minutes 00 seconds West 216.72 feet; Thence South 00 degrees 00 minutes 00 seconds West 402.00 feet to the Point of Beginning containing 2.00 acres more or less.

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

EXHIBIT "B"