Southgate Park

CONCEPTUAL PUD PLAN

City of Franklin, Indiana

Submittal Date: March 19th, 2015

Revisions Date: April 13th, 2015

Submitted By:

TKE of Franklin College, Inc.

Southgate Park Conceptual PUD Plan

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PLANNED UNIT DEVELOPMENT DESCRIPTION

DEVELOPMENT SUMMARY

TKE of Franklin College, Inc. is proposing to create a small community to complement the existing institutional center of Franklin College. It is an 11.905 acre mixed use institutional and residential development to be known as Southgate Park. It will feature 5 estate size lots of varying size. The architecture allowed is meant to complement the look and style of Franklin College and the surrounding neighborhoods.

The initial development will consist of building a fraternity house, establishing common space and installing the associated landscaping, infrastructure, buffering and crosswalk connection to Franklin College. This initial development comprises the entire road frontage along Park Ave and constitutes roughly 50% of the land within the PUD. The fraternity building's angle and design on lot 1 and the overall site layout are intended to extend the current attractive area associated with Franklin College & Grizzly Park area and also to serve as visual indicator that drivers are entering a pedestrian friendly area of the Franklin College Institutional Center.

Lots 2 - 5 will be developed as the Franklin College continues to develop the 279.5 acres of land it annexed with Ordinance #2008-11 (known as the Franklin College of Indiana Annexation) and as interest exists. Lots 2 - 5 will either remain as farmland or be used to provide additional buffering, landscaping, and wooded areas until such time as it is developed further. These lots are intended for large lot residential housing or as additional facilities, living or recreational spaces to support needs of those attending or associated with Franklin College.

DEVELOPER & DESIGN TEAM

<u>Developer</u>
TKE of Franklin College, Inc.
C/O Jeffrey S. Arthur
6132 Miller Woods Lane
Indianapolis, IN 46237
Phone: (317) 374-3707

<u>Architect</u>
Semyon Smolkin, AIA
7226 Lakeside Woods Dr
Indianapolis, IN 46278
Phone: (317) 437-7063

<u>Surveyor/Civil Engineer</u>
CKW Land Surveying, Inc.
301 E Jefferson Street
Franklin, IN 46131
Phone: (317) 736-0781
Contact: J. Gregory Cantwell

<u>Design & Builder Contractor</u>
Ziegler Design Group
5731 Henderson Drive, Ste 200
Brownsburg, IN 46112
Phone: (317) 918-0095
Contact: W. Dwight Elder

GENERAL HOLDINGS MAP

Neither the owner of record nor the applicant owns any properties adjacent to the Southgate Park property.

LEGAL DESCRIPTION

The following is the legal description of the land included within the PUD. A total of 11.905 acres is proposed to be included within this development.

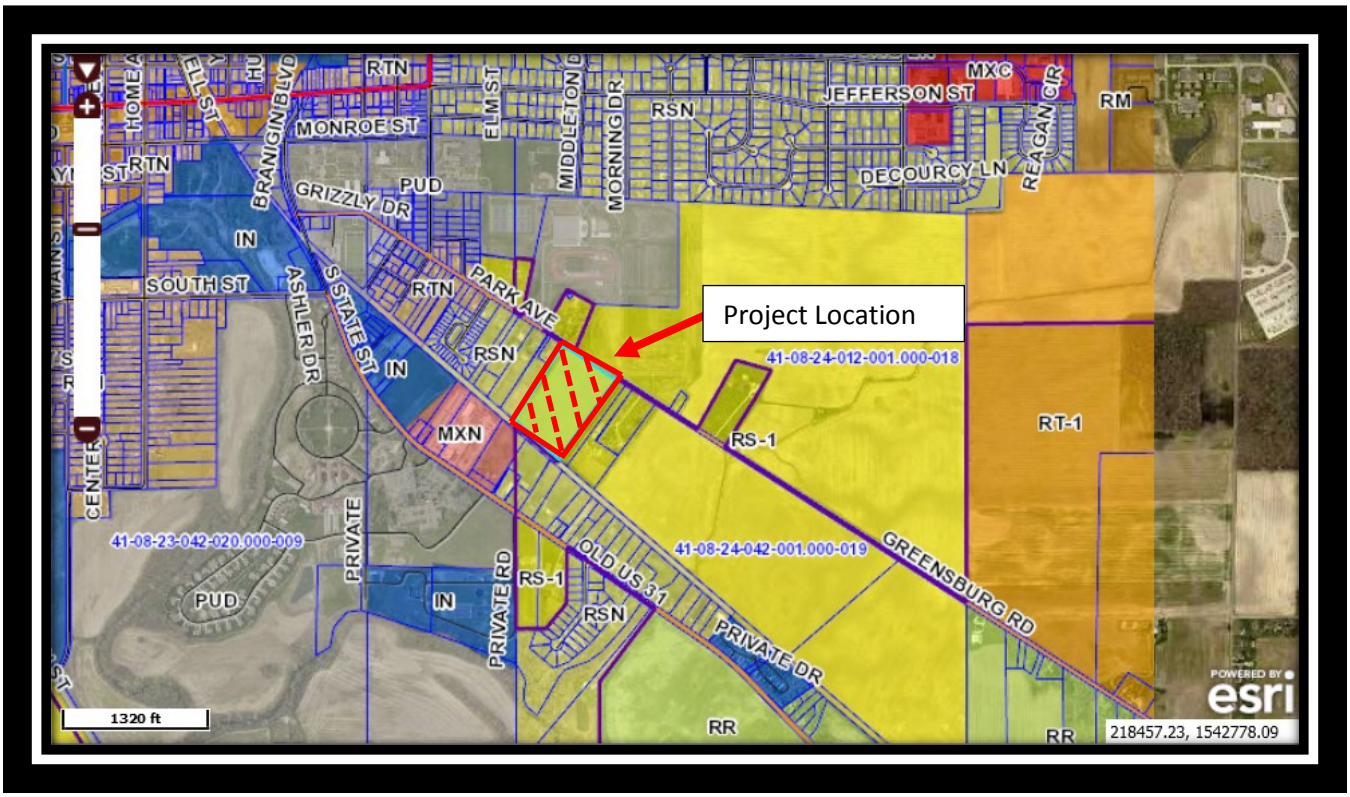
> Part of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana, described as follows:
>
> Beginning at a point in the centerline of Greensburg Road, said point being North 56 degrees 41 minutes West 3760.00 feet from the intersection of the said centerline with the East line of the said Section 24; thence South 36 degrees 39 minutes West 944.78 feet to the centerline of the main track of Conrail Railroad; thence North 48 degrees 35 minutes West on and along the said centerline 555.06 feet; thence North 33 degrees 57 minutes East 865.03 feet to the centerline of Greensburg Road; thence South 56 degrees 41 minutes East on and along the said centerline 594.89 feet to the point of beginning, containing 11.905 acres, more or less.
>
> Also, right of way Easement Grants for Sanitary Sewer and Storm Water Easement described as follows:
>
> SANITARY SEWER EASEMENT:
>
> A part of the West Half of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows:
>
> Beginning at a point in the center of the Greensburg Road that is described as being located North 56 degrees 41 minutes West 3345.78 feet from the intersection of said road centerline and East line of said Section, said point also being the described Northeasterly corner of a 3.25 acre tract, Fallon to Fallon (Record Book 271 Page 106); thence North 56 degrees 41 minutes West and with the approximate center of said road 414.22 feet to the most Northwesterly corner of a 2.00 acre tract, Brown to Fallon (Record Book 264 Page 174); thence South 36 degrees 39 minutes West on and along the Westerly line of last said tract 50.08 feet; thence South 56 degrees 41 minutes East and parallel with the said center of said road 414.22 feet to a point on the Easterly line of said 3.25 acre tract; thence North 36 degrees 39 minutes East and on and along the said Easterly line of said 3.25 acre tract 50.08 feet to the point of beginning. Containing 0.475 acre (20711 square feet) more or less.

STORM SEWER EASEMENT:

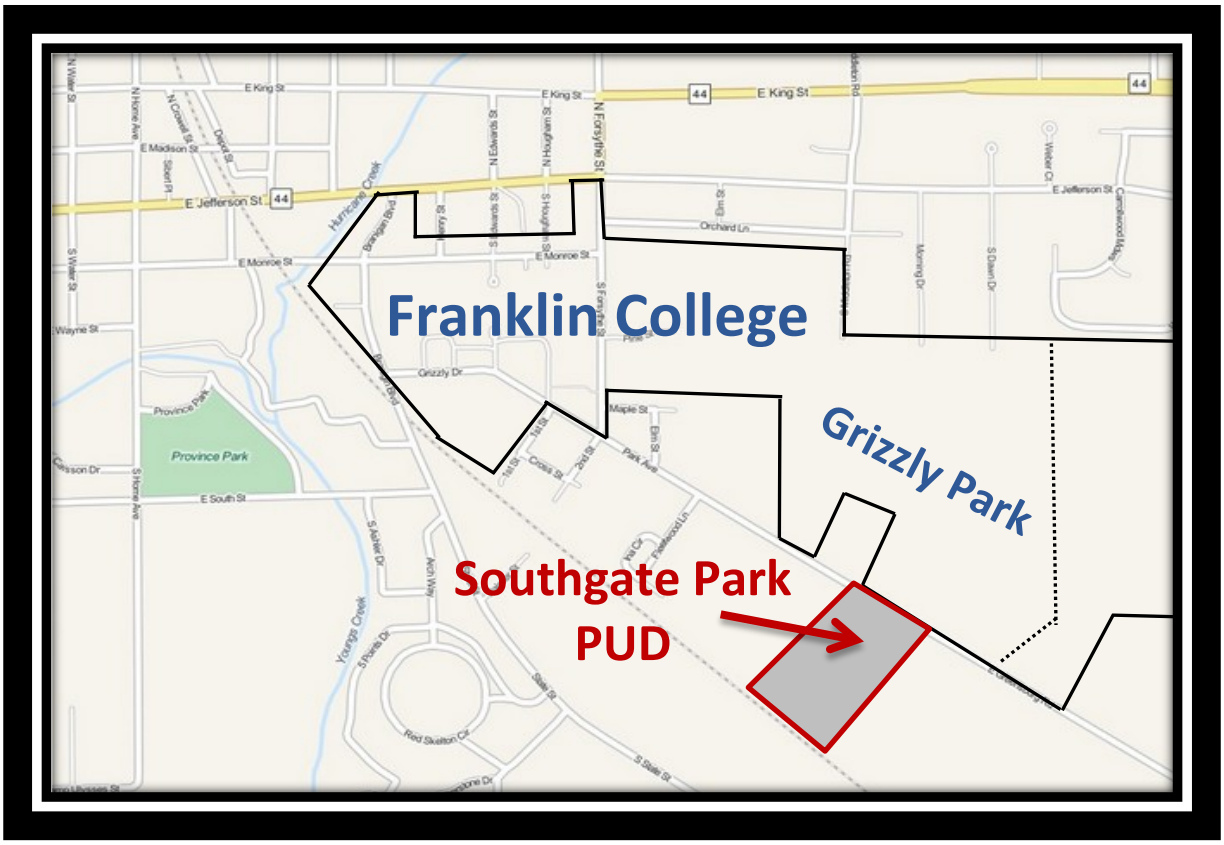
A part of the West Half of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows:

Commencing at a point in the center of the Greensburg Road that is described as being located North 56 degrees 41 minutes West 3345.78 feet from the intersection of said road centerline and the East line of said Section, said point also being the described Northeasterly corner of a 3.25 acre tract, Fallon to Fallon (Record Book 271 Page 106); thence South 36 degrees 39 minutes West on and along the Easterly line of said tract and the Easterly line of a 3.997 acre tract, Brown to Fallon (Book 256 Page 239) 933.11 feet to the point of beginning of this described easement; thence continuing South 36 degrees 39 minutes West on and along the said Easterly line of said 3.997 acre tract 50.17 feet feet to the apparent right of way line of the Conrail Railroad; thence North 48 degrees 35 minutes West and with said railroad right of way 414.95 feet to a point on the Westerly line of a 2.00 acre tract, Brown to Fallon (Record Book 264 Page 174); thence North 36 degrees 39 minutes East on and along the said Westerly line of said 2.00 acre tract 50.17 feet; thence South 48

VICINTY MAPS - Zoning within 1320 feet of Project



VICINTY MAPS - Project Proximity to Institutional Center



VICINTY MAPS – Ariel View of Project

EXISTING SITE CONDITIONS

The existing project site consists mainly of a cultivated agricultural field with a few trees lining the south frontage of the site near the railroad track and an approximately 35' strip of grass lining the western frontage of the property.

A. BUILT FEATURES

The project site is currently undeveloped, and there are no built features (structures, streets, etc.) located on/across the site.

B. EASEMENTS

See Exhibit A -- ALTA /A.C.S.M. & Topographical Features

The following existing easements are located East of the site:

i) 50 Feet wide Storm Sewer Easement: There is a 50 feet wide storm sewer easement located across the frontage of the south side of property parallel to the railroad tracks.

ii) 50 Feet wide Sanitary Sewer Easement: There is a 50 feet wide sanitary sewer easement located across the frontage of the north side of property parallel to Greensburg Rd.

It is anticipated that all existing easements shall remain intact and no alterations / modifications to those improvements are expected

C. TOPOGRAPHY

See Exhibit A -- ALTA /ACSM with Topographical Features

The existing topography of the site consists of a grade that is at, slightly above or slightly lower than the existing roads. The site has a high of 729 to a low of 723. 90% (+/-) of the site drains south-southeast.

D. NATURAL FEATURES

There are no streams or other significant natural features. According to the U.S. Fish and Wildlife Service – National Wetlands Inventory, there are no wetlands on the site. The property lies within Zone "X"; an area of minimal flood hazard which area outside SFH and higher than the elevation of the 0.2% annual chance floodplain.

E. UTILITIES

The following utilities are located on, adjacent to or near the site:

i) Water: Not currently on or adjacent to property; will be developed in accordance with local, state & federal guidelines subject to approval by City of Franklin

ii) Sanitary: Not currently on or adjacent to property; will be developed in accordance with local, state & federal guidelines subject to approval by City of Franklin

iii) Electric: Existing overhead electric lines run along the Park Ave frontage on the north side of the project. During the build out of the project all electrical service power will be placed underground to supply the development

iv) Gas: Not currently on or adjacent to property; no plans to develop.

v) Fiber/Data: Currently on site along the Park Ave frontage on the north side of the project

F. HISTORIC FEATURES

The project site does not contain any know historic features and is not included on the Indiana Historic Sites and Structures Inventory

G. OTHER FEATURES

The design of the development will be strongly influenced by Franklin College. Grizzly paw prints are painted on Park Ave leading to the entrance of Grizzly Park, approximately 345 feet away from the northern most corner of the project site. There are plans to extend these Franklin College identity markers to the entrance of Southgate Park (with the coordination of the college) and to create a crosswalk on Park Ave connecting to campus.

PROPOSED DEVELOPMENT

The proposed development on lot 1 is to include a ~10,000 sq ft, ADA compliant fraternity house to house 30 men with forty (40) parking spots. The common space for the project encompasses over 2 acres and will include the detention pond, landscaping and space for the possible construction of recreational facilities such as volleyball court, basketball court, nature look, etc. Future development on lots 2 - 5 will support additional institutional recreation space, institutional residence needs or single family residences as Franklin College expands and interest allows. Any single family residences built on the site should appeal to young college graduates to assist the City of Franklin with retention or attraction of educated young adults.

The current zoning for the site would have an expected density of 95 residents, based on average single-family density of 3.2 units per acre with an average number of persons per household in Franklin of 2.5 (*Franklin Comprehensive Plan pg 51*). The initial development being built now will create a density of 30 people and the fully developed PUD would have a density not more than and likely substantially less than the expected density as currently zoned.

A. STREET SYSTEMS

See Exhibit B – Proposed Site Plan

The proposed internal subdivision streets will include all local classification streets with one (1) entrance off Park Ave. This entrance street into the project will be called Founders Court. Connecting to Founders Court in the shape of a semi-circle is an access drive to be called Apollo Way.

All local streets will consist of bituminous pavement with a pavement width of twenty feet to twenty five feet (20’ to 25’). Off street parking is allowed. Initially, Founders Court will terminate at the south intersection of Apollo Way, but Founders Court is likley will be extended into a future cul-de-sac to support development of lots 2 – 5. This anticipated extension into a cul-de-sac will be built as those lots are developed to minimize hardscape.

B. LAND USES

The following permitted and special exception uses will apply to all lots within the project:

Permitted:

Crop production
Single Family Residential
Fraternity/Sorority House
Conference Center
Retreat Center
Nature preserve/center
Park and/or playgrounds (including athletic facilities)
Lodge or Private Club
University or College
Library

Special Exception Uses:

Bed & Breakfast facility
Retirement facility

It is anticipated the approximately 50% of the subject property will consist of the initial fraternity house and common space. The remaining property will be used or developed consistent with the above uses. Any use not listed is strictly prohibited.

C. COMMON SPACE

See Exhibit B – Proposed Site Plan

Over 2 acres of land within project are designated as common space for the Southgate Park PUD. The front detention and surrounding areas will be utilized as recreational space to potentially accommodate volleyball & basketball courts, trail ways and a small sculptured earthen mound overlooking the storm water detention pond.

D. LANDSCAPING

Landscaping for the development will consist of buffering yards and screening, street accent landscaping, and main entrance landscaping. The landscaping and buffering will, at a minimum, meet all Institutional standards adjacent to RSN & RS-1 zoning districts and likely substantially surpass them.

All landscaping, including tree/shrub plantings and berms/mounding will be installed in compliance with the institutional standards outlined in Chapter 7 of the City of Franklin Zoning Ordinance for all use with the exception of single family residential. Tree selection shall be in conformance with the "Qualifying Broad Leaf / Deciduous Trees List" and "Non Qualifying Trees List" within Section 7.16 of the City of Franklin Zoning Ordinance.

E. NATURAL FEATURES

Currently the natural features consist of a gentle sloping earth, used for agriculture, with limited grasses and weeds along the property lines. The development goals are to bring back native Indiana plant species.

F. HISTORIC FEATURES

The project site does not contain any know historic features and is not included on the Indiana Historic Sites and Structures Inventory; therefore the proposed development need not make any accommodation.

G. ARCHITECTURAL STANDARDS & CONTROL

All buildings, structures, signs and over aesthetics must be approved through the process laid out in the Southgate Park Covenants, Rights and Restrictions.

Proposed architectural design standards for the Southgate development are as follows:

Building Features & Standards:

- Minimum Building Size/Massing for primary structure: 2200 square feet for a single story structure, 3000 square feet in the aggregate for a multi-story structure with no less than 2000 of the required minimum square footage on the ground floor.

- Garages- If present, no less than a two-car garage. May be attached or detached

- All accessory structures will be permitted, except for the following prohibited accessory structures: above ground and in ground swimming pools. Hot tubs are distinct from swimming pools and allowed.

- All structures, both primary and accessory required written design approval and written location placement approval as stipulated in the covenants, rights and restrictions of Southgate Park

- Primary Roof Pitch for New structures - 3/12" minimum

- Fences: All fences will be installed in compliance with the institutional standards outlined in Chapter 7 of the Franklin Zoning Ordinance for all uses with the exception of single family residential. Fences may be placed in buffer yards with a minimum placement set back of 10'. Chain link fences and all electrified, barbed wire, razor wire, and stockade fences are prohibited.

- Exterior materials, exterior siding may be any state and local approved material with a 25 year manufacturer wear warranty. Metal Roofing and or Dimensional fiberglass shingles consistent of any tone coloration and otherwise with the projects exterior theme designed for review.

- Conceptual architectural rendering of proposed front elevations and floor plan for the development on lot 1 are included in Exhibit C – Architectural Renderings & Exhibit D – Floor Plan. Exhibits C & D are only conceptual at this phase of the PUD process and may be altered as the PUD and conceptual plan is finalized, depending on input from the developer and City of Franklin.

Proposed Lot Standards:

- Minimum Lot Area = 43,560 sq ft

- Maximum Lot Area = Not applicable

- Maximum Built Structure size = 25,000 sq ft
- Front Yard Setback = 20' when adjacent to Founders Court (same as RS-1 standards); 75' when adjacent to Park Avenue
- Min. Side Yard Setback = 25'
- Min. Rear Yard Setback = 20'
- Max. Height for Primary Structures = 48' (same as RS-1 standards)

H. SIGNAGE

Signage will comply with the institutional standards as outlined in the Franklin City Zoning Ordinance for all lots to best allow for complementary or similar signage of Franklin College. All signs require written approval as provided for in the Southgate Park covenants, rights & restrictions.

I. LIGHTING

All exterior lighting along interior streets and walkways and building standards as follows; Maximum street light post height set to 16 feet above finish grade or hard surface areas and Minimum of 1.5 feet above finish grade or hard surface areas. Exterior lighting will be placed on or away from any building to allow for safety and overall near building illumination. All parking areas, sidewalks, entry ways will have appropriate illumination coverage.

J. WRITTEN COMMITMENTS

Draft Copies of the proposed written commitments for the Southgate Park development are included in Exhibit E – Southgate Park Written Commitments

K. COVENANTS

Draft Copies of the proposed covenants for the Southgate Park development are included in Exhibit F – Covenants, Rights & Restrictions

L. DRAINAGE STATEMENT

Initial concept plans will satisfy all quantity and quality discharge requirements using a detention pond and detentions areas, road side ditch and culvert along with swales and the landscape plantings. Drainage plan is to be developed further by surveyor/civil engineer to meet all requirements of the City of Franklin.

EXHIBITS LIST

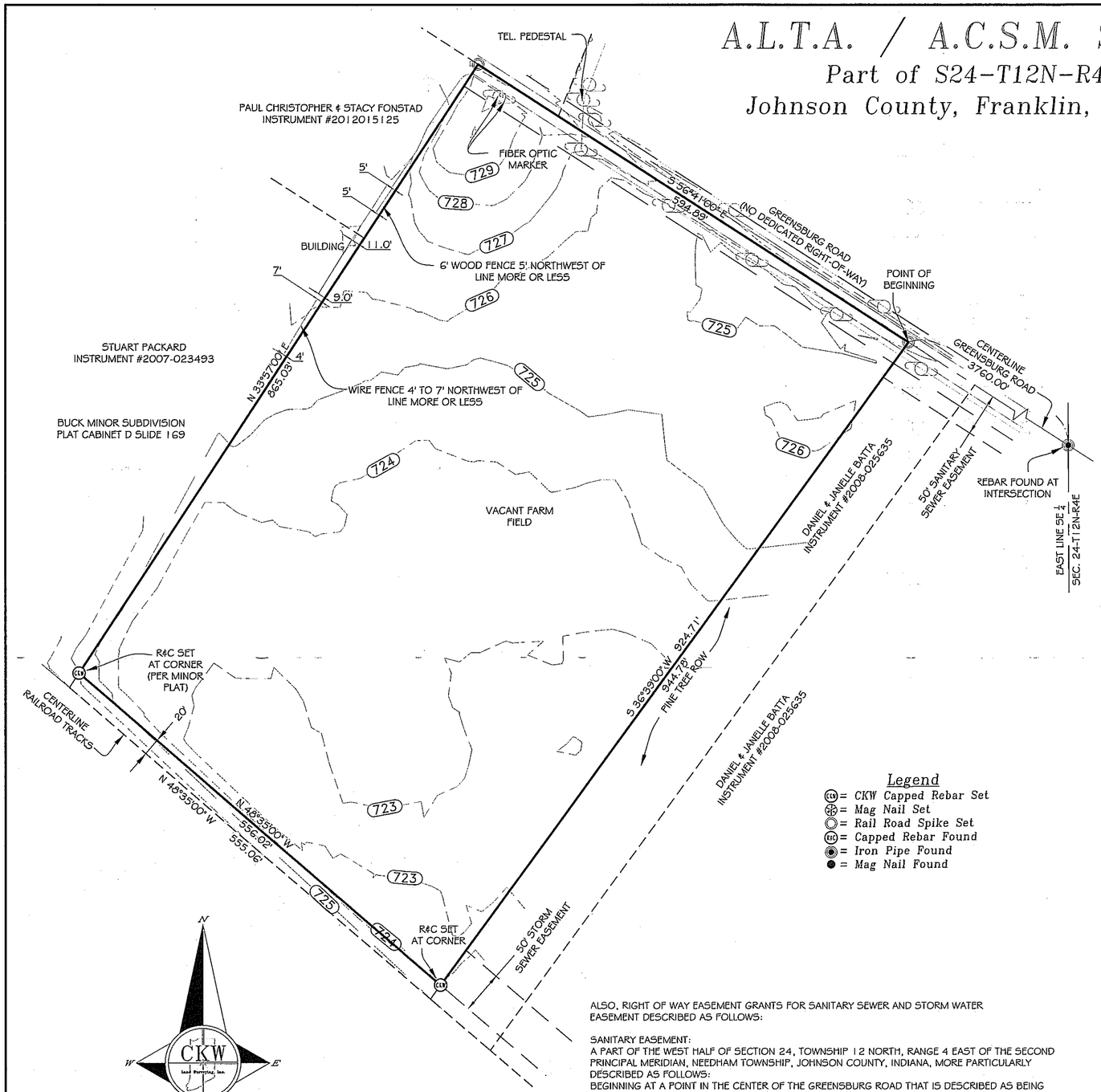
- **EXHIBIT A – ALTA/A.C.S.M Survey with Topographical Features**
- **EXHIBIT B – Proposed Site Plan**
- **EXHIBIT C – Architectural Rendering**
- **EXHIBIT D – Floor Plan**
- **EXHIBIT E – Written Commitments**
- **EXHIBIT F – Covenants, Rights & Restrictions**

EXHIBIT A

A.L.T.A. / A.C.S.M. Survey

Part of S24-T12N-R4E

Johnson County, Franklin, Indiana



Graphic Scale

100 0 50 100 200

1 Inch = 100 Feet

Legend

- = CKW Capped Rebar Set
- = Mag Nail Set
- = Rail Road Spike Set
- = Capped Rebar Found
- = Iron Pipe Found
- = Mag Nail Found

LAND DESCRIPTION: - SECURITY TITLE #1408073

PART OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF GREENSBURG ROAD, SAID POINT BEING NORTH 56 DEGREES 41 MINUTES WEST 3760.00 FEET FROM THE INTERSECTION OF THE SAID CENTERLINE WITH THE EAST LINE OF THE SAID SECTION 24; THENCE SOUTH 36 DEGREES 39 MINUTES WEST 944.78 FEET TO THE CENTERLINE OF THE MAIN TRACK OF CONRAIL RAILROAD; THENCE NORTH 48 DEGREES 35 MINUTES WEST ON AND ALONG THE SAID CENTERLINE 555.06 FEET; THENCE NORTH 33 DEGREES 57 MINUTES EAST 865.03 FEET TO THE CENTERLINE OF GREENSBURG ROAD; THENCE SOUTH 56 DEGREES 41 MINUTES EAST ON AND ALONG THE SAID CENTERLINE 594.89 FEET TO THE POINT OF BEGINNING, CONTAINING 11.905 ACRES, MORE OR LESS.

ALSO, RIGHT OF WAY EASEMENT GRANTS FOR SANITARY SEWER AND STORM WATER EASEMENT DESCRIBED AS FOLLOWS:

SANITARY EASEMENT:
A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, NEEDHAM TOWNSHIP, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF THE GREENSBURG ROAD THAT IS DESCRIBED AS BEING LOCATED NORTH 56 DEGREES 41 MINUTES WEST 3345.78 FEET FROM THE INTERSECTION OF SAID ROAD CENTERLINE AND THE EAST LINE OF SAID SECTION, SAID POINT ALSO BEING THE DESCRIBED NORTHEASTERLY CORNER OF A 3.25 ACRE TRACT, FALLON TO FALLON (RECORD BOOK 271 PAGE 106); THENCE NORTH 56 DEGREES 41 MINUTES WEST AND WITH THE APPROXIMATE CENTER OF SAID ROAD 414.22 FEET TO THE MOST NORTHWESTERLY CORNER OF A 2.00 ACRE TRACT, BROWN TO FALLON (RECORD BOOK 264, PAGE 174); THENCE SOUTH 36 DEGREES 39 MINUTES WEST ON AND ALONG THE WESTERLY LINE OF LAST SAID TRACT 50.08 FEET; THENCE SOUTH 56 DEGREES 41 MINUTES EAST AND PARALLEL WITH THE SAID CENTER OF SAID ROAD 414.22 FEET TO A POINT ON THE EASTERLY LINE OF SAID 3.25 ACRE TRACT 50.08 FEET TO THE POINT OF BEGINNING. CONTAINING 0.475 ACRE (20711 SQUARE FEET) MORE OR LESS.

STORM SEWER EASEMENT:
A PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, NEEDHAM TOWNSHIP, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTER OF THE GREENSBURG ROAD THAT IS DESCRIBED AS BEING LOCATED NORTH 56 DEGREES 41 MINUTES WEST 3345.78 FEET FROM THE INTERSECTION OF SAID ROAD CENTERLINE AND THE EAST LINE OF SAID SECTION, SAID POINT ALSO BEING THE DESCRIBED NORTHEASTERLY CORNER OF A 3.25 ACRE TRACT, FALLON TO FALLON (RECORD BOOK 271 PAGE 106); THENCE SOUTH 36 DEGREES 39 MINUTES WEST ON AND ALONG THE EASTERLY LINE OF SAID TRACT AND THE EASTERLY LINE OF A 3.997 ACRE TRACT, BROWN TO FALLON (BOOK 256, PAGE 239) 933.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED EASEMENT; THENCE CONTINUING SOUTH 36 DEGREES 39 MINUTES WEST ON AND ALONG THE SAID EASTERLY LINE OF SAID 3.997 ACRE TRACT 50.17 FEET TO THE APPARENT RIGHT OF WAY OF THE CONRAIL RAILROAD; THENCE NORTH 48 DEGREES 35 MINUTES WEST AND WITH SAID RAILROAD RIGHT OF WAY 414.95 FEET TO A POINT ON THE WESTERLY OF A 2.00 ACRE TRACT, BROWN TO FALLON (RECORD BOOK 264, PAGE 174); THENCE NORTH 36 DEGREES 39 MINUTES EAST ON AND ALONG THE SAID WESTERLY LINE OF SAID 2.00 ACRE TRACT 50.17 FEET; THENCE SOUTH 48 DEGREES 35 MINUTES EAT AND PARALLEL TO SAID RAILROAD RIGHT OF WAY LINE 414.95 FEET TO THE POINT OF BEGINNING. CONTAINING 0.476 ACRE (20,747 SQUARE FEET), MORE OR LESS.

SURVEYORS COMMENTS:

THE PURPOSE OF THIS SURVEY IS TO PERFORM AN A.L.T.A. MINIMUM STANDARDS SURVEY OF THE ABOVE DESCRIBED REAL ESTATE. THE CENTERLINE OF GREENSBURG ROAD WAS ESTABLISHED USING MONUMENTS RECOVERED ON PREVIOUS SURVEYS BY CKW. MONUMENTS WERE RECOVERED WITHIN THE PLAT TO THE NORTHWEST AND RE-ESTABLISHED THE NORTHWEST AND SOUTHWEST CORNERS WHICH WERE COMMON TO THE SUBJECT (DEED 0.20 GAP). THE RAILROAD RIGHT-OF-WAY IS SHOWN PER TITLE COMMITMENT & MINOR PLAT.

SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 1.1, CHAPTER 12, SECTION 1-20 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:
VARIANCE IN THE REFERENCED MONUMENTS;
DISCREPANCIES IN RECORDED DESCRIPTION AND PLATS;
INCONSISTENCIES IN LINES OF OCCUPATION;
RANDOM ERRORS IN MEASUREMENT (THEORETICAL UNCERTAINTY).

FLOOD HAZARD STATEMENT:

THE PROPERTY PLOTS BY SCALE AS BEING IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM) FOR JOHNSON COUNTY, INDIANA, COMMUNITY PANEL NO. 18081C 0231D, DATED AUGUST 2, 2007. THE ACCURACY OF ALL FLOOD HAZARD DATA SHOWN ON THIS PROJECT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OF ELEVATION ON THE RECORDED FLOOD INSURANCE RATE MAP.

ZONING INFORMATION:

THE PROPERTY IN SECTION 24, TOWNSHIP 12 NORTH, RANGE 4 EAST IS ZONED "RS" RESIDENTIAL SUBURBAN. MINIMUM STANDARDS ARE AS FOLLOWS:

50 FOOT FRONT YARD SETBACK (WHEN ADJACENT TO AN ARTERIAL STREET).
30 FOOT FRONT YARD SETBACK (WHEN ADJACENT TO A COLLECTOR STREET).
20 FOOT FRONT YARD SETBACK (WHEN ADJACENT TO A LOCAL STREET).
25 FOOT REAR YARD SETBACK.
10 FOOT SIDE YARD SETBACK.
MINIMUM LIVING AREA PER DWELLING (FOR PRIMARY STRUCTURES) - 1800 SQ. FEET
MAXIMUM HEIGHT (FOR PRIMARY STRUCTURES) - 48 FEET

FOR ADDITIONAL INFORMATION, CONTACT: FRANKLIN PLANNING DEPARTMENT
44 NORTH JACKSON STREET, FRANKLIN, IN 46131 (317) 736-3631

FINDING OF FACTS:

WITHOUT ADDITIONAL PROOF, THE FACT THAT SURVEYS ACCEPT A MONUMENT DOES NOT MAKE IT CORRECT. THE MONUMENT MUST HAVE BEEN INITIALLY CORRECT. COMMON REPORT AND REPUTATION EVIDENCE DOES NOT OVERCOME CONTRARY PROOF. THEREFORE, THE LOCATION OF ANY OF THE ABOVE-DISCUSSED MONUMENTS MAY YET BE CONTRADICTED AND OVERCOME BY UNDISCOVERED EVIDENCE. AS A RESULT, ANY PROPERTY BOUNDARY, WHOSE LOCATION IS DEPENDENT ON THESE CORNER MONUMENTS, IS SUBJECT TO UNDISCOVERED EVIDENCE, WHICH MIGHT RESULT IN A DIFFERENT LOCATION FOR THE CORNERS. BECAUSE A DIMENSIONAL VALUE TO THE UNCERTAINTY OF THESE CORNERS IS SUBJECTIVE, AND FOR THESE REASONS CITED ABOVE, THE UNCERTAINTY OF THESE CORNERS IS UNKNOWN.

IF FENCES ARE TO BE INSTALLED, IT SHOULD BE KEPT IN MIND THE UNCERTAINTIES OF CORNERS FOUND AND SET. AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AREA AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS: 1 FOOT ±.
DUE TO DISCREPANCIES IN THE RECORD DESCRIPTIONS: 0.20 FEET ±.
DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: N/A.

REFERENCE INFORMATION:

SECURITY TITLE COMMITMENT NUMBER 1408073, DATED AUGUST 05, 2014
SUBJECT AND ADJOINER DEEDS
SURVEY BY CKW LAND SURVEYING INC. JOB NO. 050733
PLAT OF BUCK MINOR SUBDIVISION
TAX MAPS, & EASEMENT RECORDS

CERTIFICATION: TO TAU KAPPA EPSILON OF FRANKLIN COLLEGE, INC. , SECURITY TITLE;

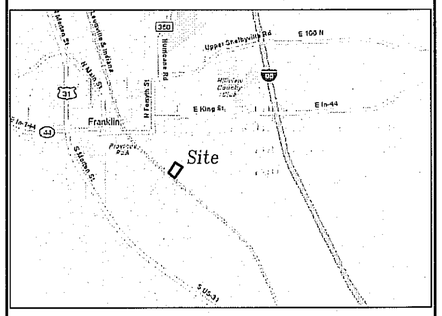
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 1, 3, 4, 6, 8, 11A, 13, 16, 18, 19 & 21 OF TABLE "A" THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS".

DATE OF LAST FIELD WORK: MARCH 31, 2015.

DATE CERTIFIED: MARCH 13, 2015.

SURVEYORS SIGNATURE _____
JEFFREY J. KONDY PROFESSIONAL LAND SURVEYOR NO. 20100068

Site Map



Revisions

JEFFREY J. KONDY
REGISTERED
No.
LS20100068
STATE OF
INDIANA
LAND SURVEYOR

JEFFREY J. KONDY
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Project
A.L.T.A./A.C.S.M. Survey
Part of S24-T12N-R4E
Johnson County, Franklin, Indiana

Sheet Title
A.L.T.A. / A.C.S.M. Survey

Scale	Drawn	Designed	Checked
1"=100'	CAP	N/A	JJK

Work Order No. 150032

Date: March 13, 2015

Sheet Number 1 of 1

C:\Users\Public\Documents\CKW 2010\150032\dwg\150032.dwg March 13, 2015 - 12:30pm

EXHIBIT "B" PROPOSED SITE PLAN

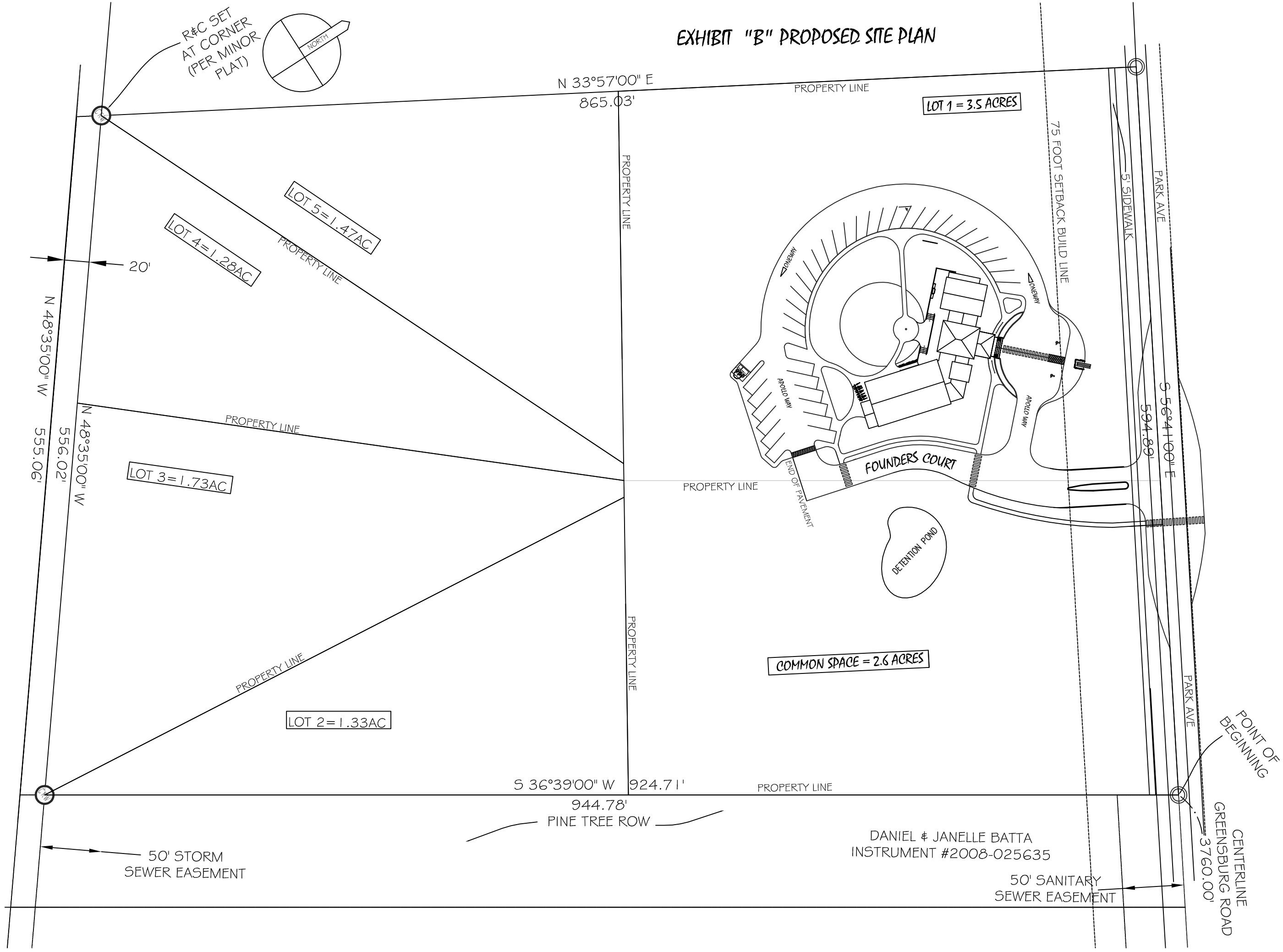


Exhibit C

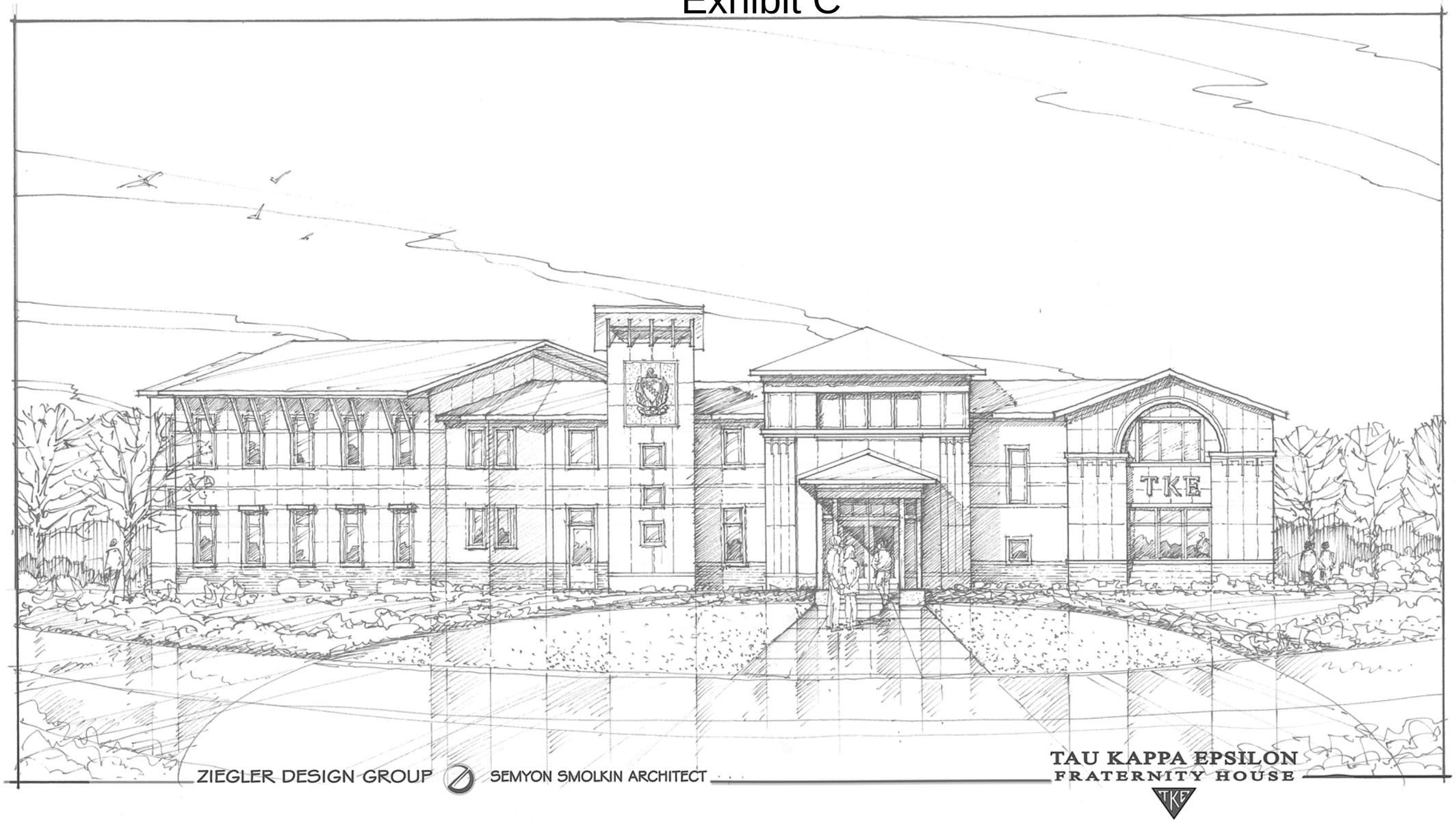
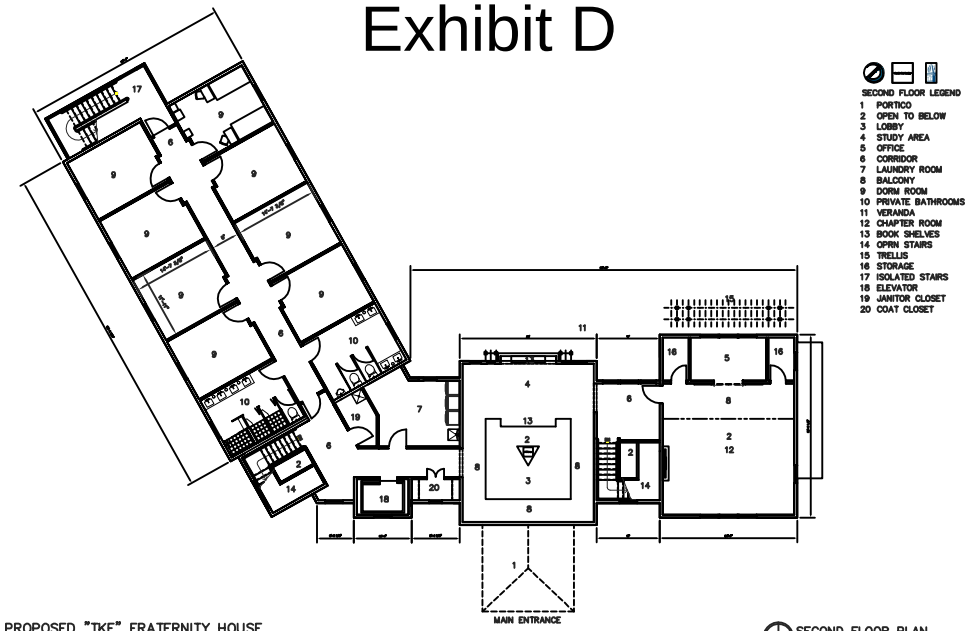

TKE
ZIEGLER DESIGN GROUP
SEMYON SMOLKIN ARCHITECT
TAU KAPPA EPSILON
FRATERNITY HOUSE
TKE

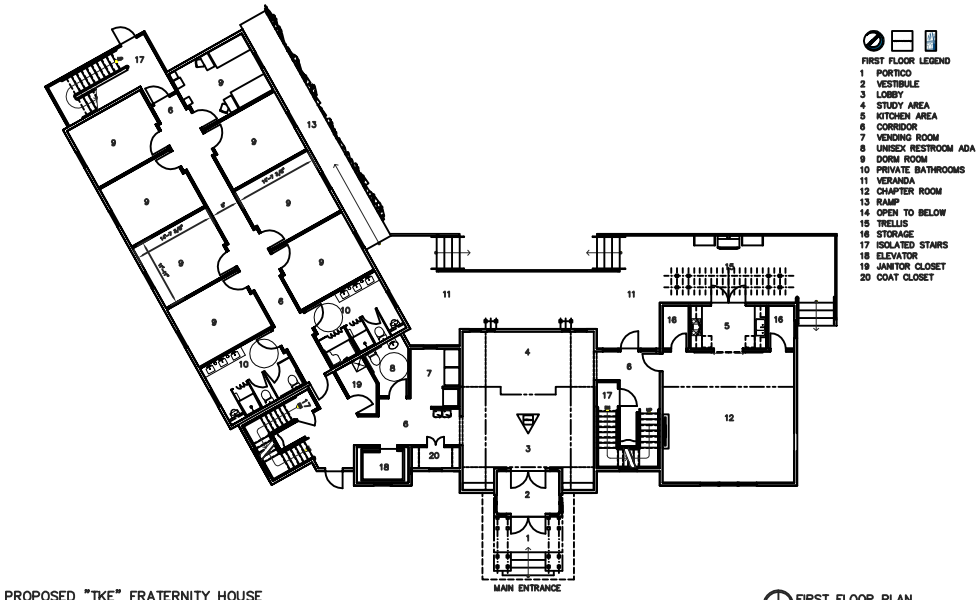
Exhibit D



SECOND FLOOR LEGEND
1 PORTICO
2 OPEN TO BELOW
3 LOBBY
4 STUDY AREA
5 OFFICE
6 CORRIDOR
7 LAUNDRY ROOM
8 BALCONY
9 DORM ROOM
10 PRIVATE BATHROOMS
11 VERANDA
12 CHAPTER ROOM
13 BOOK SHELVES
14 OPEN STAIRS
15 TRELLIS
16 STORAGE
17 ISOLATED STAIRS
18 ELEVATOR
19 JANITOR CLOSET
20 COAT CLOSET

PROPOSED "TKE" FRATERNITY HOUSE
1' 3' 5' 10' 20' 30'

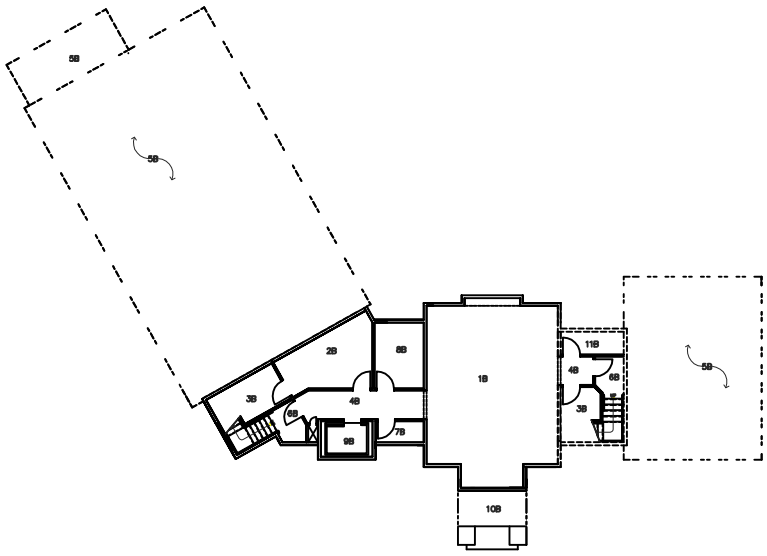
SECOND FLOOR PLAN
SCALE: 3/32" = 1'-0"



FIRST FLOOR LEGEND
1 PORTICO
2 VESTIBULE
3 LOBBY
4 STUDY AREA
5 KITCHEN AREA
6 CORRIDOR
7 VENDING ROOM
8 UNISEX RESTROOM ADA
9 DORM ROOM
10 PRIVATE BATHROOMS
11 VERANDA
12 CHAPTER ROOM
13 RAMP
14 OPEN TO BELOW
15 TRELLIS
16 STORAGE
17 ISOLATED STAIRS
18 ELEVATOR
19 JANITOR CLOSET
20 COAT CLOSET

PROPOSED "TKE" FRATERNITY HOUSE
1' 3' 5' 10' 20' 30'

FIRST FLOOR PLAN
SCALE: 3/32" = 1'-0"



BASEMENT LEGEND
1B BASEMENT AREA
2B MECHANICAL EQUIPMENT
3B STORAGE AREA
4B CORRIDOR
5B SLAB ON GRADE
6B ISOLATED STAIRS
7B SPRINKLE CONTROL ROOM
8B ELECTRICAL SERVICE ROO
9B ELEVATOR
10B PORTICO--VESTIBULE FOUR
11B SECURITY SYSTEMS ROOM

PROPOSED "TKE" FRATERNITY HOUSE
1' 3' 5' 10'

BASEMENT FLOOR PLAN
SCALE: 3/32" = 1'-0"

Exhibit E

Proposed Written Commitments

1. Any Fraternity or Sorority house must be deemed as Approved Campus Housing by Franklin College.
2. Any Approved Campus Housing facitilies on the Southgate Park PUD must have a 24 hour monitored Fire system connected to Franklin College Security

Exhibit F

Southgate Park

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this _____day of _____, 201__, by TKE of Franklin College, INC, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the Owner of certain real property located in Johnson County, Indiana, as hereinafter described in Article 1 and commonly known as Southgate Park, a subdivision, the plat or map of which is on file and of record in the office of the County Clerk and Recorder of Johnson County, Indiana; and

WHEREAS, Declarant is desirous of subjecting said real property to covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and any owner thereof;

NOW THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
PROPERTY

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth, is located in Johnson County, Indiana, and is more particularly described as follows to wit:

Part of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana, described as follows:

Beginning at a point in the centerline of Greensburg Road, said point being North 56 degrees 41 minutes West 3760.00 feet from the intersection of the said centerline with the East line of the said Section 24; thence South 36 degrees 39 minutes West 944.78 feet to the centerline of the main track of Conrail Railroad; thence North 48 degrees 35 minutes West on and along the said centerline 555.06 feet; thence North 33 degrees 57 minutes East 865.03 feet to the centerline of Greensburg Road; thence South 56 degrees 41 minutes East on and along the said centerline 594.89 feet to the point of beginning, containing 11.905 acres, more or less.

Also, right of way Easement Grants for Sanitary Sewer and Storm Water Easement described as follows:

SANITARY SEWER EASEMENT:
A part of the West Half of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows: Beginning at a point in the center of the Greensburg Road that is described as being located North 56 degrees 41 minutes West 3345.78 feet from the intersection of said road centerline and East line of said Section, said point also being the described Northeasterly corner of a 3.25 acre tract, Fallon to Fallon (Record Book 271 Page 106); thence North 56 degrees 41 minutes West and with the approximate center of said road 414.22 feet to the most Northwesterly corner of a 2.00 acre tract, Brown to Fallon (Record Book 264 Page 174); thence South 36 degrees 39 minutes West on and along the Westerly line of last said

tract 50.08 feet; thence South 56 degrees 41 minutes East and parallel with the said center of said road 414.22 feet to a point on the Easterly line of said 3.25 acre tract; thence North 36 degrees 39 minutes East and on and along the said Easterly line of said 3.25 acre tract 50.08 feet to the point of beginning. Containing 0.475 acre (20711 square feet) more or less.

STORM SEWER EASEMENT:
A part of the West Half of Section 24, Township 12 North, Range 4 East of the Second Principal Meridian, Needham Township, Johnson County, Indiana, more particularly described as follows: Commencing at a point in the center of the Greensburg Road that is described as being located North 56 degrees 41 minutes West 3345.78 feet from the intersection of said road centerline and the East line of said Section, said point also being the described Northeasterly corner of a 3.25 acre tract, Fallon to Fallon (Record Book 271 Page 106); thence South 36 degrees 39 minutes West on and along the Easterly line of said tract and the Easterly line of a 3.997 acre tract, Brown to Fallon (Book 256 Page 239) 933.11 feet to the point of beginning of this described easement; thence continuing South 36 degrees 39 minutes West on and along the said Easterly line of said 3.997 acre tract 50.17 feet feet to the apparent right of way line of the Conrail Railroad; thence North 48 degrees 35 minutes West and with said railroad right of way 414.95 feet to a point on the Westerly line of a 2.00 acre tract, Brown to Fallon (Record Book 264 Page 174); thence North 36 degrees 39 minutes East on and along the said Westerly line of said 2.00 acre tract 50.17 feet; thence South 48

ARTICLE II
DEFINITIONS

1. "Applicable Date" shall mean the date when the Declarant, sole Owner of all Lots in Southgate Park, conveyed ownership in fee simple of at least one Lot each to two new Owners.

2. "Articles of Incorporation" shall mean the Articles of Incorporation of Southgate Park Homeowners Association, Inc., as the same may be amended from time to time.

3. "Association" shall mean Southgate Park Homeowners Association, Inc., and its successors and assigns.

4. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration.

5. "Bylaws" shall mean the Bylaws of Southgate Park Homeowners Association, Inc., as the same may be amended from time to time.

6. "Committee" shall mean and refer to the "Southgate Park Architectural Control Committee", the same being the committee or entity elected or selected by the Board of Directors.

7. "Common Area" means the property owned by the Association, and/or held in common by the Owners, and maintained by the Association as follows: Subdivision entry way, sidewalks, water collection areas, nature outlook, recreational area including, but not expressly required, an Association volleyball court and/or basketball court, and the easement to use the Roads granted to the Association by Declarant, as Owner of the Lots at time of granting, pursuant to Article VI, Section 3 below. Also included in the definition of "Common Area" for purposes of maintenance obligations of the Association, is the maintenance and payment for repair and/or operation expenses for the Subdivision private lighting system at entry and along public access road(s) and sidewalks, entry monuments and/or signage, and maintaining all landscaping. The Common Area excludes the individual Lots within

the Property.

8. "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas [subsection 7] and Common Maintenance Areas [subsection 9] and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses now declared by this Declaration to be Common Expenses. The Common Expenses arise out of and concern, but are not limited to, the following: landscaping upkeep and maintenance including mowing of common areas and unsold lots, electrical expenses for entry way and street lighting, snow removal from streets and sidewalks but not including private drives, monuments and/or signage installation, upkeep, and maintenance, and Association recreational area equipment.

9. "Common Maintenance Areas" This definition refers to easement areas within the subdivision, some of which are within or outside platted lot, with others located within dedicated street rights-of-way by virtue of encroachment permits.

Reference is made to the Conceptual Plan for the details of these areas.

Landscape, Easement, Utility Easement and Sign Easement Area Parallel/Angled to Greensburg Road and Entrance from. Entrance identification signage and complementary landscaping at the entrance to Southgate Park from Greensburg Road will be provided by the Declarant. The Declarant/Association reserve the right, without the obligation, to electrify the identification sign and to irrigate the complementary landscaping of the sign and any other common area landscaping within Southgate Park.

When a Lot is sold by Declarant, the maintenance and manicure of grass and all landscaping on that Lot shall be the obligation of the Lot owner. Maintenance, manicure, and/or replacement of grass and/or landscaping shrubs and trees in Common Areas shall be the obligation of the Association, unless otherwise notified.

Street Lights - If the Declarant or the Association should enter into a purchase agreement or lease for subdivision street lighting on public access road(s), the purchase or lease payments occasioned thereby shall be an obligation of the Association. The maintenance costs and/or replacement costs incurred therefrom shall be an obligation of the Association.

Utility Fees - All utility user fees to serve the Common Areas and Common Maintenance Areas shall be an obligation of the Association.

10. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of
this _____day of _____, 201_____, as it may be amended from time to time.

11. "Lot" shall mean any plot of land designated as a lot upon any recorded subdivision plat map of the Property, including any such land owned by Declarant. The Common Areas are not considered to be Lots. Any parcel of property owned, held or used by the Association or owned, held or used in common by the Owners shall not be considered a Lot.

12. "Owner" shall mean the record owner of fee simple title to any Lot and shall include a person, partnership, corporation, limited liability company or other entity purchasing a Lot under a contract for deed which is recorded (or an abstract of which is recorded) in the records of Johnson County, Indiana. The term "Owner" shall include Declarant to the extent it is the owner of fee simple

title to a Lot.

13. "Plat" shall mean the final plat map of Southgate Park Subdivision recorded with the office of the Clerk and Recorder of Johnson County, Indiana.

14. "Property" and "Subdivision" shall mean the real property described in Article I above.

15. "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time.

16. "Road Easement" shall mean that portion of Lots _____ lying within the dashed lines shown on the Plat map for the Roads.

17. "Roads" shall mean the eight foot (8') rights of way for ingress, egress and utilities designated on the Plat as Apollo Way, Founders Court, and Apollo Court.

ARTICLE III
PURPOSE

The Property is subjected to the covenants, conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites and the value of their property; to preserve so far as is practicable the natural beauty, wildlife habitat and environment of the Property; to guard against the erection thereon of structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes thereon; and to adequately provide for a high quality of improvements made by purchasers of Lots thereon.

ARTICLE IV
COMMON AREA

1. Common Area: The area designated as Common Area on the Plat Map and/or in this Declaration shall forever remain in common use by all Lot Owners. The Common Area is owned by the Association for use by all Owners and said Owners' and tenants' bona fide invitees and guests. The Common Area shall not be open to the public. However, current Franklin College students may use the common area and its facilities for limited periods with the express written permission of the Association.

2. Roads. Declarant, as owner of all Lots and Common Areas in the Subdivision, does hereby grant to the Association, for the benefit of all Owners, their respective tenants, and said Owners' and tenants' bona fide invitees and guests, a non-exclusive easement (the "Road Easement") for access, ingress, egress and utilities over and across the Roads shown on the Plat map. This grant of easement shall be subject to the following terms and conditions:

a. Maintenance, Repair and Replacement Responsibilities. Maintenance, repair and replacement of the Roads shall be the Association's responsibility, and shall be at the Association's sole cost and expense.

b. Indemnification. The Association agrees to indemnify, defend, save and hold

harmless each Owner (including the Declarant) whose Lot is burdened by the Road Easement from any and all liens, claims, costs, liability and/or damages for or on account of any injury to or death of persons or damage to property (including but not in any way limited to the Owner's property and costs and attorney fees incurred in defense), in whole or in part caused by or attributed to or resulting from (a) the exercise of the rights herein granted, (b) the construction, maintenance, repair, renewal, alteration, exchange, relocation, existence, presence, use, operation or removal of any improvement incident to such exercise, (c) any and all acts of commission, omission or negligence on the part of the Association or any person exercising the easement rights hereunder, and/or (d) violation of any provision of this Agreement by any Owner or any other person exercising the easement rights granted hereunder.

c. Insurance. The Association agrees, at its expense, to keep in full force and effect a policy or policies of insurance whereby each Owner will be fully protected and indemnified against any and all damage or injury to the property of the Owner, and any and all damage or injury or claims or demands thereof of any nature whatsoever to the person or property of any other party arising out of the activities of persons using the Road Easement, or any adjacent premises of the Owner, regardless of whether such damage or injury shall occur directly or indirectly as a result of any negligent act or omission on the part of the Owner or of any latent or patent condition of such premises. Such insurance shall have personal injury limits of Five Hundred Thousand Dollars ($500,000.00) for one accident and a property damage limit of One Hundred Thousand Dollars ($100,000.00) for each occurrence, with an aggregate of One Million Dollars ($1,000,000.00).

d. Term. The term of the Road Easement shall be indefinite and shall continue until revoked by the mutual agreement of the Association and all Owners or their heirs, successors or assigns. Said Road Easement is intended to and shall run with the land and the benefits and burdens of the Road Easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by the Road Easement.

e. Liens. The Association shall not allow any mechanics, laborers, materialmen or any other lien of any type or nature whatsoever to be placed against the property of the Owners arising out of any activity on the Roads by the Association, or its agents, employees or invitees. If any lien is placed against the easement as a result of or incident to any such activity, the Association shall within ten days of notice from Owner cause the same to be released or discharged of record.

f. Other Provisions. The Road Easement is also for construction and maintenance of utilities and drainage as shown on the Plat and/or the DEQ approval for the subdivision. Within these areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easement, or which may obstruct or retard the flow of

water through drainage channels in the easements. The Association shall have the right to excavate, construct, operate, maintain, repair and or rebuild any common improvements within the Road Easement area, provided that each Owner shall have the explicit responsibility for maintaining the landscaping within the landscaped portions of the Road located on the Owner's Lot. Emergency ingress and egress to the Subdivision as shown on the face of the Plat; said ingress and egress is for emergency purposes only and no Owner may use it for any other purpose.

g. Road Users' Agreement. Johnson County may require a separate Road Users' Agreement to be recorded. In such event, the provisions of this Article V, Section 2, shall be deemed to supplement the provisions of such Road Users' Agreement. In the event of a conflict between the terms of this Declaration and such Road Users' Agreement, the Road Users' Agreement shall be deemed to control.

4. Maintenance of Common Areas: The Common Areas shall be maintained by the Association. Except as to any damage attributable to any Lot Owner, or his or her tenants, invitees, guests or agents, which damage shall be repaired at the sole cost of such Lot Owner, or except for any additional assessments imposed as described below, the costs of such maintenance shall be paid equally by the Owners. If there is disagreement concerning the maintenance of the Common Area or Roads, such disagreement shall be resolved by majority vote at a meeting of the Owners, as provided below.

5. Property Taxes: While owned by the Association, the Common Area may be regarded by the tax authorities as being owned in common by all Owners. So long as taxes on the Common Area are billed separately, such taxes on the Common Area shall be paid by the Association. Notwithstanding the foregoing, it is acknowledged that, for property tax purposes, Johnson County and the State of Indiana may allocate to each Lot a fractional, proportional portion of the value attributable to the Common Area. By accepting a deed to a Lot, the Owner agrees to this mechanism for property taxation and if such taxes are not billed to and paid by the Association, then the Owner agrees to pay directly a proportional share (as allocated by Johnson County and the State of Indiana) of the taxes attributable to the value of the Common Areas.

ARTICLE V
HOMEOWNERS ASSOCIATION

1. Membership in Association: Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a member of the Association.

2. Voting Rights: The Association shall have the following classes of membership, with the following voting rights:

a. Class A: Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class

A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

b. Class B: Class B members shall be the Declarant or the Declarant's appointee. Each Class B member shall be entitled to four (4) votes for each Lot of which it is the Owner on the recorded subdivision plat of the Real Estate, on all matters requiring a vote of the members of the Association.

3. Function: All Owners of all Lots shall automatically be members of the Association. Membership in the Association shall be appurtenant to and shall not be separated from ownership of a Lot. The Association shall have all of the powers and duties of a homeowners association, as provided in Indiana Statutes, the Articles of Incorporation and Bylaws of Southgate Park Homeowners Association, Inc., including but not limited to (a) administration, servicing, conservation, management, operation, maintenance, repair and restoration of the Common Areas; (b) maintenance, repair, restoration and replacement of the Roads, including snow removal; (c) operation, maintenance, repair, restoration and replacement of all storm water appurtenances, such as barrow ditches and culverts; and (d)such other activities as may be determined by the Board of Directors from time to time for the benefit and general welfare of Owners in the Subdivision. The Association may levy and collect assessments to be used in the operation of the Association, maintenance of the Common Areas and similar functions typically undertaken by homeowners associations generally.

4. Owner's Address: Upon acquiring a Lot, the Owners of the Lot shall immediately inform the Association of their names and of one address to which notices from the Association should be sent. The Owners shall be responsible for informing the Association of any change of address. All notices sent to the last address on record for the Owner shall be deemed adequately given.

5. Management During Period of Declarant Control: During the Period of Declarant Control, Declarant may appoint, remove and replace from time to time any or all of the directors and officers of the Association. If Declarant so elects, Declarant may from time to time relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Association; provided that any such relinquishment shall be expressed in writing to the Association.

ARTICLE VI
BOARD OF DIRECTORS

1. Management: The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by Declarant as provided in Section 2 of this Article V.

2. Initial Board of Directors: The initial Board of Directors shall be composed of the person(s) designated or to be designated, in the Articles, to-wit: Jeffrey Scott Arthur as the sole director (herein referred to as the "Initial Board"), who has been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies

occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Special member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Association).

3. Additional Qualifications: Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

4. Term of Office, Vacancy, and Number of Directors after the Applicable Date

a. President of the Board of Directors: The Declarant shall designate and appoint the President of the Board of Directors upon the Applicable Date being triggered and for any and all vacancies that may arise after such time.

b. Number of Directors after Applicable Date: The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of five (5) directors.

c. Terms: Subject to Section 2 of Article V and Section 4 of Article VI, the membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.

d. Vacancies: Subject to Section 2 of Article V and Section 4 of Article VI, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

5. Removal of Directors: A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the vote entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owner nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. If the President of the Board of Directors, appointed pursuant to Section 4 of Article VI, is successfully voted out of their position at a special meeting, the Declarant shall appoint a new President of the Board of Directors within one week. No Owner or Declarant appointee is eligible to become a member of the Board of Director if they were previously removed pursuant to this section.

6. Duties of the Board of Directors: The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas and Common Maintenance Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

a. Protection and surveillance of the Common Areas and Common Maintenance Areas, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished.

b. Procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas and Common Maintenance Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies).

c. Landscaping, maintenance and upkeep of, the Common Areas and the Common Maintenance Areas.

d. Assessment and collection from the Owners of the Owners' respective shares of the Common Expenses.

e. Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered.

f. Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year.

g. Keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and Common Maintenance Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement.

h. Procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage's required under this Declaration and such other insurance coverage's as the Board, in its sole discretion, may deem necessary or advisable.

i. Paying taxes and assessments assessed against and payable with respect to the Common Areas and Common Maintenance Areas and paying any other necessary expenses and costs in connection with the Common Areas and the Common Maintenance Areas.

j. All duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

7. Powers of the President of the Board of Directors: Pursuant to Section 4 of Article VI, the designated appointee of the Declarant shall be President of the Board of Directors (hereinafter the "President") and therefore has the following exclusive powers:

a. Prior to the Applicable date, the President shall have the sole responsibility of approving or denying the building plans, including but not limited to, for any future Owner's house and/or dwelling, storage facility, garage, picnic pavilion, basketball courts, or volleyball courts.

b. After the Applicable Date, the President shall retain the sole veto power against any Association and/or Board of Directors' and/or architectural standards committee resolution, approval, denial or vote that may adversely affect the power and/or rights of the Declarant or the President in relation to, but not limited to, those items identified in Section 7(a) of Article 6. Further, the President has the right to veto any architectural design or building plan that does not compliment Franklin College, the Declarant's house, or those in the surrounding neighborhood.

8. Powers of the Board of Directors: The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

a. to employ a Managing Agent to assist the Board in performing its duties;

b. to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

c. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

d. to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and Common Maintenance Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

e. to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

f. to open and maintain a bank account or accounts in the name of the Association;

g. to promulgate and adopt architectural standards that shall be applied to new structural buildings and remodeling of existing buildings. These architectural standards shall be used for approval or denial of such renovations within Southgate Park. However, if the Board of Directors deems it fit, the Board of Directors may create and empower an architectural standards committee. The architectural standards committee may modify the Board of Directors' architectural standards policy. Once created, the architectural standards committee will be responsible, subject to Section 7 Article VI, the approval or denial of all Association building permits;

g. to promulgate, adopt, revise, amend and alter from time to time such additional Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate, the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

h. to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas and Common Maintenance Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, the subdivision plat of the Real Estate.

i. to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

9. Limitations of Board Action: After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than $10,000.00 per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary;

a. contracts for replacing or restoring portions of the Common Areas or Common Maintenance Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

b. proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

c. expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

10. Compensation: No Director shall receive any compensation for their services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is so employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

11. Non-Liability of Directors: The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

12. Initial Management: Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate, Common Areas and Common Maintenance Areas, and to perform all the functions of the Association, until the Applicable Date. Declarant may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

ARTICLE VII
REAL ESTATE TAXES; UTILITIES

1. Real Estate Taxes: Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Areas shall be paid by the Association and treated as a Common Expense.

2. Utilities: Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association. Utility expenses, if any, associated with the Common Areas and/or the Common Maintenance Areas shall be common expenses of the Association.

ARTICLE VII
MAINTENANCE, REPAIR, AND REPLACEMENT

1. By the Owner: Each Owner shall be responsible for, if the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Areas for purposes of maintenance only. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling or any part of the Common Areas or in the judgment of the Board negatively impact on the preservation and enhancement of values in the Southgate Park "Community" project. Such maintenance and repairs include but are not limited internal water lines, plumbing, electric lines, gas lines, appliances and other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

2. By the Association: Maintenance, repairs, replacements and upkeep of the Common Areas and the Common Maintenance Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses as detailed in Section 8 of Article 2.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Areas and Common Maintenance Areas, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or the Common Maintenance Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or the Common Maintenance Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted or created by the Southgate Park subdivision plat.

3. Maintenance, Repair, and Replacement Rules Ratification and Amendments: The Board of Directors may ratify or amended such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

ARTICLE VIII
ARCHITECTURAL STANDARDS

1. This Article is subject to the rights of the President of the Board of Directors, appointed by the Declarant pursuant Section 4 of Article 6, preserving the veto power, pursuant to Section 7 of Article 6, over any architectural design or building plan that does not compliment Franklin College, the Declarant's house, or those in the surrounding neighborhood.

2. Nothing, including any fence, deck, recreational equipment (including basketball goals), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no

construction, which term shall include within its definition staking, clearing, excavation, drilling, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT, NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS AND THE COMMON MAINTENANCE AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY NOT BE AMENDED WITHOUT THE DECLARANT'S WRITTEN CONSENT SO LONG AS THE DECLARANT OWNS ANY LAND SUBJECT TO THIS DECLARATION.

3. Approval Process: The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee shall prepare and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies will be on file in the office of the Declarant (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Properties and such Owners and builders shall conduct their operations strictly in accordance therewith. The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee, must give written approval for any building contractor selected by the Lot Owner for construction. Prior to any construction on any Lot, the approval of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee must be obtained after written application has been made to the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee by the Owner of the Lot requesting authorization from the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with the existing structures of Franklin College, the Declarant's house, those in the surrounding neighborhood, location in relation to surrounding structures, topography and finish grade elevation as determined by the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee.

4. Power of Disapproval: The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee may refuse to grant permission to construct, place or make the requested improvement, when:

a. the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the

Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6;

b. the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6; or

c. the proposed improvement, or any part thereof, would, in the sole opinion of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, be contrary to the interest, welfare or rights of all or part of other Owners.

5. Duties of Committee: The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee shall approve or disapprove proposed improvements within fourteen (14) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee 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 therefor. In the event that the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee fails to approve or disapprove such plans or to request additional information reasonably required within 45 days after submission of all required or requested information, the plans shall be deemed approved.

6. No Waiver of Future Approvals: The approval of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

7. Variance: The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee shall not be considered hardships warranting a variance.

8. Compliance with Guidelines: Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Board of Directors or, if the Board of Directors has created an architectural standards

committee pursuant to Section 8 of Article 6, the Committee may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by Declarant or the Association.

9. Non-Liability of Declarant, Committee: Neither the Declarant, the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

10. Inspection: The Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee and the Declarant may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the Committee or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

11. Rules Governing Building on Several Contiguous Lots Having One Owner: Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Board of Directors or, if the Board of Directors has created an architectural standards committee pursuant to Section 8 of Article 6, the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single Dwelling Unit; provided, however, that any dues, fees or other charges shall be assessed against each Lot individually.

ARTICLE IX
USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained in Exhibit F attached and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, Common Areas and Common Maintenance Areas (Article 2, Section 7 and 9) are in addition to any other covenants or restrictions contained herein and in the Final Plat of Southgate Park. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or

reversion or forfeiture resulting from such violation. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant in and on the Real Estate and the Additional Property (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. Declarant shall have the right to remove the same from the Real Estate and Additional Property at any time.

ARTICLE X
ASSESSMENTS

1. Annual Accounting: After the Applicable Date, annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

2. Proposed Annual Budget: After the Applicable Date, annually, on or before the date of the annually or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners attending such meeting (i.e. majority of a quorum as defined in the By-Laws); provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and Common Maintenance Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and Common Maintenance Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks: or savings and loan associations authorized to conduct business in Johnson County or Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget

or, at the option of the Board, based upon one hundred and ten percent (10 %) of such last approved budget, as a temporary budget.

3. Regular Assessments: The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid, in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the Regular Assessment, whether in one payment or in quarterly installments, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

4. Special Assessments: From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by Declarant, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration. THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE "APPLICABLE DATE" OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT SPECIFICALLY AGREES OTHERWISE IN WRITING.

5. Failure of Owner to Pay Assessment:

a. No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Common Maintenance Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and special assessments should constitute a lien against the Lots and Dwelling Units thereon. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the

Board for and on behalf of the Association as a mechanic's lien on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by rate charged by a national bank in Johnson or Marion County, Indiana selected by the Board plus 4% but in no event more than the maximum rate allowable under applicable usury laws.

b. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other changes as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

c. In addition to the remedies above stated for failure to pay assessments, the Association may disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessment are delinquent in addition to charging a late fee of $25.00 per day of delinquency to among other things, cover the administrative expense of addressing the delinquency.

6. Initial Budget and Assessments: Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners.

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such Assessments or Charges become a lien on any such Lot or other portion of

the Real Estate owned by Declarant, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by Declarant to another Person, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by Declarant shall be paid by each purchaser upon such conveyance.

7. Initial Working Capital and Start-Up Fund: Upon the closing of the initial conveyance of each Lot by Declarant to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working, capital and start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Regular Assessment against such Lot, which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

ARTICLE XII
INSURANCE

1. Casualty Insurance: The Association may purchase a master casualty insurance policy affording fire and extended coverage insurance insuring only the Common Areas in Southgate Park and the Common Maintenance Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise said Common Areas and Common Maintenance Areas. If the Board of Directors can obtain such coverage for reasonable amounts they may also obtain “all risk” coverage. The Board of Directors may be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal may be a Common Expense. Such insurance coverage may name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby).

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas or Common Maintenance Areas resulting in a loss, the Board of Directors may obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board may be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty on the Board in connection with any such insurance proceeds may be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds may be used or distributed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and “all risk” coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim

against the Association, the Board of Directors, its agents and employees. Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

2. Public Liability Insurance: The Association may also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors may deem appropriate from time to time, but in any event with a minimum combined limit of $1,000,000.00 per occurrence. Such comprehensive public liability insurance policy may cover the Common Areas and Common Maintenance Areas and shall insure the Association, the Board of Directors, Officers, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, the Declarant and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy may contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

3. Other Insurance: The Association may also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance may inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner may be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

4. General Provisions: The premiums for all insurance hereinabove described may be paid by the Association as part of the Common Expenses. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or mortgagee with a description of the insurance coverage maintained by the Association.

In no event may any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances may be to the Owner and his Mortgagee jointly. The same method of distribution may also apply to the distribution of any condemnation awards in connection with any taking of the Common Areas or the Association’s interest in Common Maintenance Areas. Notwithstanding the foregoing, under no circumstances may any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the Members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

5. Insurance by Owners: Each Owner may be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored

anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XIII
CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Areas and/or the Common Maintenance Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Areas and/or the Common Maintenance Areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Areas and/or the Common Maintenance Areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or the Common Maintenance Areas to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas and/or the Common Maintenance Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas and/or the Common Maintenance Areas were originally constructed.

ARTICLE XIV
MORTGAGES

1. Notice to Illinois: Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled

by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgage in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

2. Notice of Unpaid Assessment: The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article V hereof.

ARTICLE XV
AMENDMENT OF DECLARATION

1. Generally: Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

a. Notice: Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

b. Resolution: A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

c. Meeting: The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

d. Adoption: Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgage shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

e. Special Amendments: No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas and/or the Common Maintenance Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

f. Recording: Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Johnson County, Indiana, and such amendment shall not become effective until so recorded.

2. Amendments by Declarant Only: Notwithstanding the foregoing or anything else contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if Declarant records the modification in the Office of the Recorder of Johnson County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future Perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 or behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI
ACCEPTANCE AND RATIFICATION

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate

in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII
NEGLIGENCE

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants

ARTICLE XVIII
BENEFIT AND ENFORCEMENT

1. Prosecution of Violations: It shall be lawful for the Association, the Board (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this subdivision.

The Association may as respects an Owner who violates these restrictions, after written notice to the Owner detailing the nature of the violation with a time period established by the Association to cure or conform, disqualify the voting rights and right to hold office while the violation continues and may further in the Board's sole discretion, impose a fine, in whole or in part, with each day after the cure period being a separate violation at a chargeable rate of up to one hundred dollars ($100.00) per violation per day. This fine, if not paid when required, will be processed in the same manner as assessments.

ARTICLE XIX
NON-LIABILITY OF CITY OF FRANKLIN DRAINAGE BOARD

The City of Franklin Drainage Board shall not be responsible in any way for, and disclaims any liability for, any defect in any plans, specifications or other materials approved by it in connection with the storm drainage system for the Southgate Park Project, or for any defects in the construction thereof.

ARTICLE XX
MISCELLANEOUS

1. Costs and Attorneys' Fees: n any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

2. Waiver: No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

3. Severability Clause: The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law.

4. Pronouns: Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

5. Interpretation: The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, Jeffrey Scott Arthur, by its duly appointed Manager, Declarant herein, has executed this Declaration on the day and year first hereinabove set forth.

Southgate Park

By:

_____

Jeffrey Scott Arthur

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared _____, Member of _____, who acknowledged the execution of the above and foregoing instrument for and on behalf of said _____ Incorporate Company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 201__.

My Commission Expires:

_____

Notary Public _____

Printed_____

Resident of _____ County

This instrument was prepared by