

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 XVII AMENDMENT OF DECLARATION

Section 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 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 Mortgagee 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 this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions 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.

Section 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 underwrites, 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, (e) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (f) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (g) 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 gained 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 obligations, or other instrument affecting a Lot of Dwelling Unit and the acceptance thereof shall be deemed to be a grant or acknowledgement 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 XVIII 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 any 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 XIX 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 XX BENEFIT AND ENFORCEMENT

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 2. Prosecution of Violation. It shall be lawful for the Association, the Committee (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 cost 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 name of the violation with a time period established by the Association to cure or confirm, 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 XXI 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 Homesteads at Hillview Project, or for any defects in the construction thereof.

ARTICLE XXII MISCELLANEOUS

Section 1. Costs and Attorneys' Fees. In 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.

Section 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.

Section 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

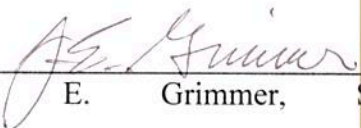
affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or Bylaws and each shall be enforceable to the greatest extent permitted by law.

Section 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.

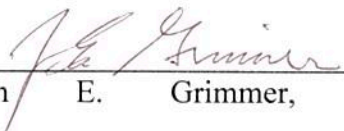
Section 5. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision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

IN WITNES WHEREOF, John E. Grimmer Living Trust dated September 10, 2006, by John E. Grimmer, Trustee, and Homestead Developers, LLC , by its duly authorized Member, Declarant herein, has executed on the day and year first hereinabove set forth.

John E. Grimmer Living Trust dated September 10, 2006, by John E. Grimmer, Trustee

By: 
John E. Grimmer, Sr., Trustee

Homestead Developers, LLC

By: 
John E. Grimmer, Sr., Member

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STATE OF INDIANA

)

) SS:

ACKNOWLEDGMENT

COUNTY OF JOHNSON

)

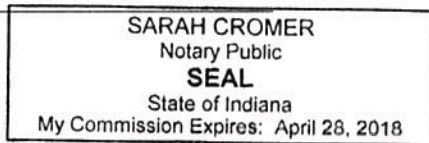
On this 10 day of June, 2015, before me, a Notary Public, personally appeared John E. Grimmer, Sr. both in his capacity as Trustee of the John E. Grimmer Living Trust dated September 10, 2006, and as Member of Homestead Developers, LLC, personally known to me to be the same person described in and who executed the within instrument, and the same person duly acknowledged to me that he executed the same

My Commission Expires:

Sarah Cromer

Notary Public, _____

Resident of Johnson County, Indiana



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. James R. Admire

This instrument prepared by:
James R. Admire
SCHAFSTALL ADMIRE, LLP
98 North Jackson Street
Franklin, Indiana 46131
Phone: 317-736-7146

MODERNIZED LEGAL DESCRIPTION:
JOHNSON COUNTY LAND TITLE COMMITMENT NO. 13-63311

A part of the Southeast Quarter of Section 12, and part of the Northeast Quarter of Section 13, all in Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, more particularly described as follows:

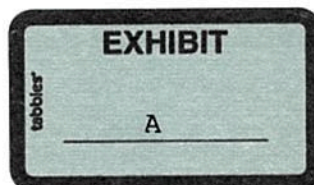
Commencing at a stone found at the Northeast corner of the Northeast Quarter of the said Section 13; thence South 00 degrees 07 minutes 53 seconds East on and along the East line thereof 432.04 feet; thence South 89 degrees 23 minutes 00 seconds West 107.32 feet to an iron rod found at the Point of Beginning of this described tract; thence continuing South 89 degrees 23 minutes 00 seconds West 368.31; thence South 00 degrees 06 minutes 47 seconds East 1811.1 feet to an iron rod found; thence North 87 degrees 11 minutes 04 seconds West 588.67 feet to an iron rod found; thence North 86 degrees 14 minutes 12 seconds West 647.24 feet to an iron rod found at the East right-of-way of Eastview Drive; thence North 00 degrees 16 minutes 00 seconds East on and along the said East right-of-way line 438.05 feet to a right-of-way fence post; thence North 01 degrees 43 minutes 40 seconds East on and along the said right-of-way line 391.75 feet to an iron rod set; thence Northwesterly on and along the said right-of-way on a curve to the left which has a radius of 850.00 feet a curved distance of 646.40 feet, said arc being subtended by a chord bearing North 21 degrees 31 minutes 10 seconds West 630.94 feet to an iron rod set; thence North 01 degrees 40 minutes 58 seconds East on and along the said right-of-way line 181.00 feet to a "P-K" nail set in the centerline of Upper Shelbyville Road; thence Northeasterly on and along the said centerline on a curve to the left which has a radius of 450.00 feet a curved distance of 40.32 feet, said arc being subtended by a chord bearing North 46 degrees 12 minutes 19 seconds East 40.31 feet; thence North 43 degrees 38 minutes 17 seconds East on and along the said centerline 482.28 feet to the beginning of a tangent curve; thence Northeasterly on and along the said centerline on a curve to the right which has a radius of 2136.39 feet a curved distance of 370.49 feet, said arc being subtended by a chord bearing North 48 degrees 36 minutes 22 seconds East 370.02 feet; thence North 53 degrees 34 minutes 27 seconds East on and along the said centerline 343.77 feet to a "P-K" nail set; thence South 30 degrees 18 minutes 33 seconds East 200.00 feet; thence North 53 degrees 34 minutes 27 seconds East 218.13 feet; thence North 30 degrees 18 minutes 33 seconds West 200.00 feet to a "P-K" nail set in the centerline of Upper Shelbyville Road; thence North 53 degrees 34 minutes 27 seconds East on and along said centerline 453.20 feet to the beginning point of a tangent curve; thence Northeasterly on and along the said centerline on a curve to the right which has a radius of 772.90 feet a curved distance of 323.41 feet, said arc being subtended by a chord bearing North 65 degrees 33 minutes 41 seconds East 321.05 feet; thence North 77 degrees 32 minutes 55 seconds East on and along the said centerline 63.16 feet; thence South 00 degrees 04 minutes 54 seconds West 791.25; thence South 00 degrees 13 minutes 11 seconds East 433.11 feet to the Point of Beginning, Containing 79.38 Acres, more or less.

CONTAINING 79.38 ACRES, MORE OR LESS, and being subject to all legal easements, rights of way or restrictions of record or observable.

ALSO, BEING PART THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA, more particularly described as follows:

Commencing at a stone found at the Northeast corner of the Northeast Quarter of the said Section 13; Thence South 00 degrees 07 minutes 53 seconds East on and along the East line thereof 432.04 feet; Thence South 89 degrees 23 minutes 00 seconds West 107.81 feet to an iron rod found at the Southeast corner of a tract of land owned by Franklin Community School as shown on an A.L.T.A./A.C.S.M. Survey prepared by CKW Land Surveying, Inc. performed by Jeffery Kondy, Indiana Land Surveyor No. LS20100068 and dated June 7, 2013; Thence continuing South 89 degrees 23 minutes 00 seconds West, 295.42 feet to the PLACE OF BEGINNING; Thence South 21 degrees 46 minutes 25 seconds West, 195.52 feet to a place on a East line of said lands; Thence North 00 degree 06 minutes 47 seconds West, along a East line of said lands, 180.78 feet to a corner of said lands; Thence North 89 degrees 23 minutes 00 seconds East, along a South line of said lands, 72.89 feet to the PLACE OF BEGINNING.

CONTAINING 0.151 ACRES OR (6588 SQUARE FEET), more or less, and being subject to all legal easements, rights of way or restrictions of record or observable.



A PART OF THE SOUTHEAST QUARTER OF SECTION 12,
AND A PART OF THE NORTHEAST QUARTER OF
SECTION 13, ALL IN TOWNSHIP 12 NORTH, RANGE 4
EAST OF THE SECOND PRINCIPAL MERIDIAN, IN
JOHNSON COUNTY, INDIANA

[illegible]

FUNCTIONS, 2.000000

LEGEND

NO.	NAME	ROOM	DATE	TIME	REMARKS
1	JOHN J. BROWN	101	10/10/71	10:00	ENTERED ROOM
2	JOHN J. BROWN	101	10/10/71	10:05	ENTERED ROOM
3	JOHN J. BROWN	101	10/10/71	10:10	ENTERED ROOM
4	JOHN J. BROWN	101	10/10/71	10:15	ENTERED ROOM
5	JOHN J. BROWN	101	10/10/71	10:20	ENTERED ROOM
6	JOHN J. BROWN	101	10/10/71	10:25	ENTERED ROOM
7	JOHN J. BROWN	101	10/10/71	10:30	ENTERED ROOM
8	JOHN J. BROWN	101	10/10/71	10:35	ENTERED ROOM
9	JOHN J. BROWN	101	10/10/71	10:40	ENTERED ROOM
10	JOHN J. BROWN	101	10/10/71	10:45	ENTERED ROOM
11	JOHN J. BROWN	101	10/10/71	10:50	ENTERED ROOM
12	JOHN J. BROWN	101	10/10/71	10:55	ENTERED ROOM
13	JOHN J. BROWN	101	10/10/71	11:00	ENTERED ROOM
14	JOHN J. BROWN	101	10/10/71	11:05	ENTERED ROOM
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16	JOHN J. BROWN	101	10/10/71	11:15	ENTERED ROOM
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18	JOHN J. BROWN	101	10/10/71	11:25	ENTERED ROOM
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23	JOHN J. BROWN	101	10/10/71	11:50	ENTERED ROOM
24	JOHN J. BROWN	101	10/10/71	11:55	ENTERED ROOM
25	JOHN J. BROWN	101	10/10/71	12:00	ENTERED ROOM
26	JOHN J. BROWN	101	10/10/71	12:05	ENTERED ROOM
27	JOHN J. BROWN	101	10/10/71	12:10	ENTERED ROOM
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33	JOHN J. BROWN	101	10/10/71	12:40	ENTERED ROOM
34	JOHN J. BROWN	101	10/10/71	12:45	ENTERED ROOM
35	JOHN J. BROWN	101	10/10/71	12:50	ENTERED ROOM
36	JOHN J. BROWN	101	10/10/71	12:55	ENTERED ROOM
37	JOHN J. BROWN	101	10/10/71	1:00	ENTERED ROOM
38	JOHN J. BROWN	101	10/10/71	1:05	ENTERED ROOM
39	JOHN J. BROWN	101	10/10/71	1:10	ENTERED ROOM
40	JOHN J. BROWN	101	10/10/71	1:15	ENTERED ROOM
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43	JOHN J. BROWN	101	10/10/71	1:30	ENTERED ROOM
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45	JOHN J. BROWN	101	10/10/71	1:40	ENTERED ROOM
46	JOHN J. BROWN	101	10/10/71	1:45	ENTERED ROOM
47	JOHN J. BROWN	101	10/10/71	1:50	ENTERED ROOM
48	JOHN J. BROWN	101	10/10/71	1:55	ENTERED ROOM
49	JOHN J. BROWN	101	10/10/71	2:00	ENTERED ROOM
50	JOHN J. BROWN	101	10/10/71	2:05	ENTERED ROOM
51	JOHN J. BROWN	101	10/10/71	2:10	ENTERED ROOM
52	JOHN J. BROWN	101	10/10/71	2:15	ENTERED ROOM
53	JOHN J. BROWN	101	10/10/71	2:20	ENTERED ROOM
54	JOHN J. BROWN	101	10/10/71	2:25	ENTERED ROOM
55	JOHN J. BROWN	101	10/10/71	2:30	ENTERED ROOM
56	JOHN J. BROWN	101	10/10/71	2:35	ENTERED ROOM
57	JOHN J. BROWN	101	10/10/71	2:40	ENTERED ROOM
58	JOHN J. BROWN	101	10/10/71	2:45	ENTERED ROOM

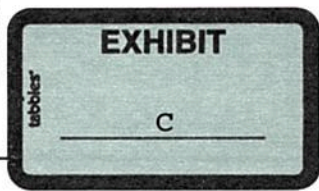
LOCAL STREET - LOT LANDSCAPING STREET TREE REQUIREMENT

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TESTING AND SET POINTS

2 RUNNING PAGE TESTS	1-17' DAWP
• PUMPING TEST	1-17' DAWP
1 CONFINEMENT TEST	1-8' AEDP
6 JAILING	1-4' AEDP
10 JAILING	1-2' AEDP

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2017-020371
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JOHNSON COUNTY
RECORDER
REC FEE: 25.00
PAGES: 47

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
HOMESTEADS AT HILLVIEW SUBDIVISION
(Village Green, Homestead)**

17-70057

This First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision ("First Amendment") is made this 1 day of September, 2017 by John E. Grimmer Living Trust dated September 10, 1996, and Barbara Z. Grimmer, Trustee, Thomas D. Grimmer, Business Trustee and Village Green Developers LLC, (formally known as Homestead Developers, LLC) by N. Gene Perkins, Member and sole Manager (collectively "Declarant").

WITNESSETH:

Whereas, Declarant previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration");

Whereas, the Declaration erroneously refers to the John E. Grimmer Living Trust dated September 10, 1996 as the "John E. Grimmer Living Trust dated September 10, 2006";

Whereas, the Declaration may be amended, pursuant to Article XVII of the Declaration;

Whereas, 79.531 acres of real estate located in Johnson County, Indiana was to be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved, and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens set forth in the Declaration;

Whereas, the Declaration is being amended to remove the southern 14.164 acres from the definition of "Real Estate" set forth in the first recital clause of the Declaration and in Article I, Section 1(u) of the Declaration, so that the 14.164 acres is no longer subject to any of the provisions of the Declaration;

Whereas, the Declaration is being amended to change certain obligations of the Owners and the Association as to Maintenance, Repair and Replacement;

Whereas, the Declaration is also being amended to remove references to the 14.164 acres known as The Preserve from the Declaration;



Whereas, all Owners, as defined in Article I, Section 1(r) of the Declaration, have approved the First Amendment as set out by written consent, which consents are attached hereto as **Exhibits D, E, F, G and H**, and made a part hereof;

Whereas, no record owner of the fee simple title to any Lot (as defined in Article 1, Section 1(o) of the Declaration) or holder of a recorded first mortgage lien on a Lot or Dwelling Unit (as defined in Article 1, Section 1(n) of the Declaration) has given prior notice of any mortgage interest to the Board of Directors of the Homestead at Hillview Homeowners Association, Inc., in accordance with the provisions of Article XIV, Section 1, or in accordance with Article XVII, Section 1(d) of the Declaration as shown by the Affidavits of Peter L. Grimmer, and Gene Perkins, attached hereto as **Exhibits I and J**;

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The title of the Declaration is hereby amended and replaced with the following title:

Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision
(Village Green, Homestead)
2. References to the "John E. Grimmer Living Trust dated September 10, 2006" shall be deleted and replaced with "John E. Grimmer Living Trust dated September 10, 1996" throughout the Declaration.
3. Article I, Section 1(l) of the Declaration shall be deleted and replaced with the following:

"Community or Project or Subdivision" refers to the Homesteads at Hillview project as it is developed and as it continues to exist after the Applicable Date which consists generally of two geographical areas within the subdivision consisting of lots with varying minimum building square footage requirements (ie. Village Green [Lots 1 – 33], Homestead [Lots 34 - 64]."
4. Article IX, Section 1 of the Declaration shall be deleted and replaced with the following:

Section 1. By the Association and Owner. The Association shall provide for each lot owner within the Village Green, the following services and maintenance items: mowing, snow removal, shrub trimming (on the front side of the lot), mulching (on the front side of the lot) and irrigation (the water, pump and maintenance of the irrigation system); however, the cost for the specific whole lot irrigation structure shall be borne by the Declarant. Lots within the Homesteads shall also receive whole lot irrigation (the water, pump and maintenance of the irrigation system) provided by the Association; however, the cost for the specific whole lot irrigation structure within the Homesteads shall be borne by Declarant. Sod for the whole lot shall be paid for by the prospective lot owner. Subject to the foregoing, each Owner shall be responsible for, if the need therefore 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 the 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 enhancement of values in the Homesteads at Hillview Community. 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.

5. The first paragraph of Article IX, Section 2 of the Declaration shall be deleted and replaced with the following:

Section 2. By the Association. Subject to the foregoing provisions relative to lots within Village Green and to the following, maintenance, repairs, replacement 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 part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

6. The last sentence of Article XIII, Section 3 (b) of the Declaration shall be deleted and replaced with the following:

The initial Regular Assessment is \$900.00 per year (based on and pro-ratable at \$225.00 per quarter) for lots within Homesteads and \$2,700.00 per year (based on and pro-ratable at \$675.00 per quarter) for lots within Village Green.

7. The legal description set forth in Exhibit A to the Declaration shall be deleted in its entirety and replaced with the legal description set forth in **Exhibit A** attached hereto.
8. The Preliminary Plat Homesteads at Hillview set forth in Exhibit B to the Declaration shall be deleted in its entirety and replaced with the Preliminary Plat set forth in **Exhibit B** attached hereto.
9. The Detailed PUD Plan Homesteads at Hillview set forth in Exhibit C to the Declaration shall be deleted in its entirety and replaced with the Revised Detailed PUD Plan set forth in **Exhibit C**, attached hereto.
10. Except as expressly set forth in this First Amendment, all of the terms, covenants and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, John E. Grimmer Living Trust dated September 10, 1996, by Thomas D. Grimmer, Business Trustee and by Barbara Z. Grimmer, Trustee, and Village Green Developers LLC, by its duly authorized Member and sole Manager, N. Gene Perkins, have executed this First Amendment on the day and year first hereinabove set forth.

John E. Grimmer Living Trust dated September 10, 1996, by:

Thomas D. Grimmer, Trustee
Thomas D. Grimmer, Business Trustee
Barbara Z. Grimmer, Trustee
Barbara Z. Grimmer, Trustee

Village Green Developers LLC by:

N. Gene Perkins
N. Gene Perkins, Member and Manager

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

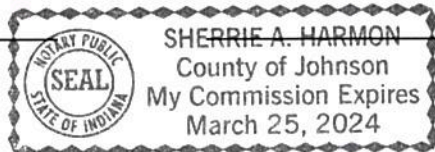
On this 1st day of September, 2017, before me, a Notary Public, personally appeared Barbara Z. Grimmer, Trustee and Thomas D. Grimmer, Business Trustee of the John E. Grimmer Living Trust dated September 10, 1966, personally known to me to be the same persons described herein and who executed the within First Amendment To Declaration Of Covenants And Restrictions Of Homesteads At Hillview Subdivision.

[Signature]

My Commission Expires:

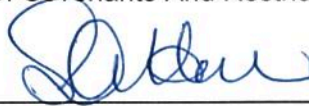
Notary Public, residing in

County, Indiana



STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

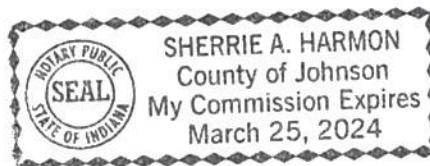
On this 1st day of September, 2017, before me, a Notary Public,
personally appeared N. Gene Perkins, Member and sole Manager of Village Green Developers
LLC, personally known to me to be the same person described herein and who executed the
within First Amendment To Declaration Of Covenants And Restrictions Of Homesteads At
Hillview Subdivision.



My Commission Expires:

Notary Public, residing in

County, Indiana



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social
security number in this document, unless required by law.

/s/ James R. Admire

This instrument prepared by: James R. Admire, 98 North Jackson Street, Franklin, IN 46131.

EXHIBIT "A"
Legal Description

A part of the Southeast Quarter of Section 12, and part of the Northeast Quarter of Section 13, all in Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, more particularly described as follows:

Commencing at a stone found at the Northeast corner of the Northeast Quarter of the said Section 13; thence South 00 degrees 07 minutes 53 seconds East on and along the East line thereof 432.04 feet; thence South 89 degrees 23 minutes 00 seconds West 107.32 feet to an iron rod found at the Point of Begging [sic] of this described tract; thence continuing South 89 degrees 23 minutes 00 seconds West 368.31; thence South 00 degrees 06 minutes 47 seconds East 1811.1 feet to an iron rod found; thence North 87 degrees 11 minutes 04 seconds West 588.67 feet to an iron rod found, thence North 86 degrees 14 minutes 12 seconds West 647.24 feet to an iron rod found at the East right-of-way of Eastview Drive; thence North 00 degrees 16 minutes 00 seconds East on and along the said East right-of-way line 438.05 feet to a right-of-way fence post; thence North 01 degrees 43 minutes 40 seconds East on and along the said right-of-way line 391.75 feet to an iron rod set; thence Northwesterly on and along the said right-of-way on a curve to the left which has a radius of 850.00 feet a curved distance of 646.40 feet, said arc being subtended by a cord [sic] bearing North 21 degrees 31 minutes 10 seconds West 630.94 feet to an iron rod set; thence North 01 degrees 40 minutes 58 seconds East on and along the said right-of-way line 181.00 feet to a "P-K" nail set in the centerline of Upper Shelbyville Road; thence Northeasterly on and along the said centerline on a curve to the left which has a radius of 450.00 feet a curved distance of 40.32 feet, said arc being subtended by a chord bearing North 46 degrees 12 minutes 19 seconds East 40.31 feet; thence North 43 degrees 38 minutes 17 seconds East on and along the said centerline 482.28 feet to the beginning of a tangent curve; thence Northeasterly on and along the said centerline on a curve to the right which has a radius of 2136.39 feet a curved distance of 370.49 feet, said arc being subtended by a chord bearing North 48 degrees 36 minutes 22 seconds East 370.02 feet; thence North 53 degrees 34 minutes 27 seconds East on and along the said centerline 343.77 feet to a "P-K" nail set; thence South 30 degrees 18 minutes 33 seconds East 200.00 feet; thence North 53 degrees 34 minutes 27 seconds East 218.13 feet; thence North 30 degrees 18 minutes 33 seconds West 200.00 feet to a "P-K" nail set in the centerline of Upper Shelbyville Road; thence North 53 degrees 34 minutes 27 seconds East on and along said centerline 453.20 feet to the beginning point of a tangent curve; thence Northeasterly on and along the said centerline on a curve to the right which has a radius of 772.90 feet a curved distance of 323.41 feet, said arc being subtended by a chord bearing North 65 degrees 33 minutes 41 seconds East 321.05 feet; thence North 77 degrees 32 minutes 55 seconds East on and along the said centerline 63.16 feet; thence South 00 degrees 04 minutes 54 seconds West 791.25 [feet]; thence South 00 degrees 13 minutes 11 seconds East 433.11 feet to the Point of Beginning. Containing 79.38 acres, more or less.

Containing 79.38 acres, more or less, and being subject to all legal easements, rights-of-way or restrictions of record or observable.

ALSO, Being Part [of] the Northeast Quarter of Section 13, all in Township 12 North, Range 4 East of the Second Principal Meridian, in Johnson County, Indiana, more particularly described as follows:



Commencing at a stone found at the Northeast corner of the Northeast Quarter of the said Section 13; thence South 00 degrees 07 minutes 53 seconds East on and along the East line thereof 432.04 feet; thence South 89 degrees 23 minutes 00 seconds West 107.81 feet to an iron rod found at the Southeast corner of a tract of land owned by Franklin Community School as shown on an A.L.T.A./A.C.S.M. Survey prepared by CKW Land Surveying, Inc. performed by Jeffery Kondy, Indiana Land Surveyor No. LS20100068 and dated June 7, 2013; thence continuing South 89 degrees 23 minutes 00 seconds West 295.42 feet to the Place of Beginning; thence South 21 degrees 46 minutes 25 seconds West, 195.52 feet to a place on a [sic] East line of said lands; thence North 00 degree 06 minutes 47 seconds West, along a [sic] East line of said lands, 180.78 feet to a corner of said lands; thence North 89 degrees 23 minutes 00 seconds East, along a South line of said lands 72.89 feet to the Place of Beginning.

Containing 0.151 acres or (6588 square feet), more or less, and being subject to all legal easements, rights-of-way or restrictions of record or observable.

EXCEPTING THEREFROM:

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS EAST ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 432.04 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 01 SECONDS WEST A DISTANCE OF 403.45 FEET; THENCE SOUTH 21 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 195.52 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 47 SECONDS EAST A DISTANCE OF 1232.92 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 47 SECONDS EAST A DISTANCE OF 397.41 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 04 SECONDS WEST A DISTANCE OF 588.67 FEET; THENCE NORTH 86 DEGREES 14 MINUTES 12 SECONDS WEST A DISTANCE OF 632.21 FEET TO THE EAST RIGHT OF WAY OF EASTVIEW DRIVE PER INSTRUMENT NUMBER 2015-019086; THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS EAST ON AND ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 438.78 FEET; THENCE CONTINUING ON AND ALONG SAID RIGHT OF WAY NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST A DISTANCE OF 223.14 FEET TO A POINT ON THE SOUTH LINE OF THE HOMESTEADS AT HILLVIEW - SECTION 2 MAJOR SUBDIVISION SECONDARY PLAT RECORDED IN PLAT CABINET E SLIDE 239 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY; THE NEXT (7) CALLS ARE ALONG SAID SOUTH LINE: (1) THENCE SOUTH 86 DEGREES 41 MINUTES 17 SECONDS EAST A DISTANCE OF 77.59 FEET TO THE BEGINNING OF A CURVE, (2) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 77 DEGREES 33 MINUTES 56 SECONDS EAST 47.56 FEET; (3) THENCE SOUTH 68 DEGREES 26 MINUTES 35 SECONDS EAST A DISTANCE OF 537.05 FEET; (4) THENCE SOUTH 21 DEGREES 46 MINUTES 25

EXHIBIT "A" PAGE 3 OF 3

SECONDS WEST A DISTANCE OF 30.00 FEET; (5) THENCE SOUTH 68 DEGREES 26 MINUTES 35 SECONDS EAST A DISTANCE OF 282.10 FEET; (6) THENCE NORTH 61 DEGREES 36 MINUTES 54 SECONDS EAST A DISTANCE OF 147.85 FEET; (7) THENCE SOUTH 73 DEGREES 15 MINUTES 19 SECONDS EAST A DISTANCE OF 213.60 FEET TO THE PLACE OF BEGINNING.

CONTAINING 14.164 ACRES, MORE OR LESS.



EXHIBIT "B"
Preliminary Plat

PRELIMINARY PLAT HOMESTEADS AT HILLVIEW

SHEET 2 of 2

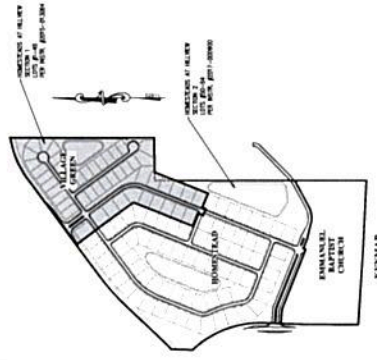
THESE PRELIMINARY PLATS
ARE FOR INFORMATIONAL PURPOSES ONLY
AND ARE NOT TO BE USED FOR ANY OTHER
PURPOSES WITHOUT THE WRITTEN
CONSENT OF THE ENGINEER.

A PART OF THE SOUTHEAST QUARTER OF SECTION 12,
AND A PART OF THE NORTHEAST QUARTER OF
SECTION 13, ALL IN TOWNSHIP 12 NORTH, RANGE 4
EAST OF THE SECOND PRINCIPAL MERIDIAN, IN
JOHNSON COUNTY, INDIANA



ALL LOTS ARE TO BE PLATTED
IN ACCORDANCE WITH THE
INDIAN SUBDIVISION ACT, AS
AMENDED BY THE
INDIAN SUBDIVISION ACT OF
2011 AND ANY SUBSEQUENT
AMENDMENTS THEREOF.

Curve Table				Curve Table				Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length
C1	144.42	850.00	40°30'00"	143.84	C17	24.42	13.00	30°30'00"	24.37	C34	40.42	850.00	40°30'00"	404.87
C2	43.32	400.00	40°30'00"	43.17	C18	24.42	13.00	30°30'00"	24.37	C35	40.42	850.00	40°30'00"	404.87
C3	150.42	850.00	40°30'00"	149.84	C19	24.42	13.00	30°30'00"	24.37	C36	40.42	850.00	40°30'00"	404.87
C4	150.42	850.00	40°30'00"	149.84	C20	24.42	13.00	30°30'00"	24.37	C37	40.42	850.00	40°30'00"	404.87
C5	150.42	850.00	40°30'00"	149.84	C21	24.42	13.00	30°30'00"	24.37	C38	40.42	850.00	40°30'00"	404.87
C6	150.42	850.00	40°30'00"	149.84	C22	24.42	13.00	30°30'00"	24.37	C39	40.42	850.00	40°30'00"	404.87
C7	150.42	850.00	40°30'00"	149.84	C23	24.42	13.00	30°30'00"	24.37	C40	40.42	850.00	40°30'00"	404.87
C8	150.42	850.00	40°30'00"	149.84	C24	24.42	13.00	30°30'00"	24.37	C41	40.42	850.00	40°30'00"	404.87
C9	150.42	850.00	40°30'00"	149.84	C25	24.42	13.00	30°30'00"	24.37	C42	40.42	850.00	40°30'00"	404.87
C10	150.42	850.00	40°30'00"	149.84	C26	24.42	13.00	30°30'00"	24.37	C43	40.42	850.00	40°30'00"	404.87
C11	150.42	850.00	40°30'00"	149.84	C27	24.42	13.00	30°30'00"	24.37	C44	40.42	850.00	40°30'00"	404.87
C12	150.42	850.00	40°30'00"	149.84	C28	24.42	13.00	30°30'00"	24.37	C45	40.42	850.00	40°30'00"	404.87
C13	150.42	850.00	40°30'00"	149.84	C29	24.42	13.00	30°30'00"	24.37	C46	40.42	850.00	40°30'00"	404.87
C14	150.42	850.00	40°30'00"	149.84	C30	24.42	13.00	30°30'00"	24.37	C47	40.42	850.00	40°30'00"	404.87
C15	150.42	850.00	40°30'00"	149.84	C31	24.42	13.00	30°30'00"	24.37	C48	40.42	850.00	40°30'00"	404.87
C16	150.42	850.00	40°30'00"	149.84	C32	24.42	13.00	30°30'00"	24.37	C49	40.42	850.00	40°30'00"	404.87



LEGEND

- PRELIMINARY SURVEY BOUNDARY
- EXISTING LOT LINES
- PROPOSED LOT LINES
- PROPOSED LOT LINES WITH 10' BUFFER
- PROPOSED LOT LINES WITH 20' BUFFER
- PROPOSED LOT LINES WITH 30' BUFFER
- PROPOSED LOT LINES WITH 40' BUFFER
- PROPOSED LOT LINES WITH 50' BUFFER
- PROPOSED LOT LINES WITH 60' BUFFER
- PROPOSED LOT LINES WITH 70' BUFFER
- PROPOSED LOT LINES WITH 80' BUFFER
- PROPOSED LOT LINES WITH 90' BUFFER
- PROPOSED LOT LINES WITH 100' BUFFER
- PROPOSED LOT LINES WITH 110' BUFFER
- PROPOSED LOT LINES WITH 120' BUFFER
- PROPOSED LOT LINES WITH 130' BUFFER
- PROPOSED LOT LINES WITH 140' BUFFER
- PROPOSED LOT LINES WITH 150' BUFFER
- PROPOSED LOT LINES WITH 160' BUFFER
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- PROPOSED LOT LINES WITH 180' BUFFER
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- PROPOSED LOT LINES WITH 220' BUFFER
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- PROPOSED LOT LINES WITH 460' BUFFER
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- PROPOSED LOT LINES WITH 610' BUFFER
- PROPOSED LOT LINES WITH 620' BUFFER
- PROPOSED LOT LINES WITH 630' BUFFER
- PROPOSED LOT LINES WITH 640' BUFFER
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- PROPOSED LOT LINES WITH 660' BUFFER
- PROPOSED LOT LINES WITH 670' BUFFER
- PROPOSED LOT LINES WITH 680' BUFFER
- PROPOSED LOT LINES WITH 690' BUFFER
- PROPOSED LOT LINES WITH 700' BUFFER
- PROPOSED LOT LINES WITH 710' BUFFER
- PROPOSED LOT LINES WITH 720' BUFFER
- PROPOSED LOT LINES WITH 730' BUFFER
- PROPOSED LOT LINES WITH 740' BUFFER
- PROPOSED LOT LINES WITH 750' BUFFER
- PROPOSED LOT LINES WITH 760' BUFFER
- PROPOSED LOT LINES WITH 770' BUFFER
- PROPOSED LOT LINES WITH 780' BUFFER
- PROPOSED LOT LINES WITH 790' BUFFER
- PROPOSED LOT LINES WITH 800' BUFFER
- PROPOSED LOT LINES WITH 810' BUFFER
- PROPOSED LOT LINES WITH 820' BUFFER
- PROPOSED LOT LINES WITH 830' BUFFER
- PROPOSED LOT LINES WITH 840' BUFFER
- PROPOSED LOT LINES WITH 850' BUFFER
- PROPOSED LOT LINES WITH 860' BUFFER
- PROPOSED LOT LINES WITH 870' BUFFER
- PROPOSED LOT LINES WITH 880' BUFFER
- PROPOSED LOT LINES WITH 890' BUFFER
- PROPOSED LOT LINES WITH 900' BUFFER
- PROPOSED LOT LINES WITH 910' BUFFER
- PROPOSED LOT LINES WITH 920' BUFFER
- PROPOSED LOT LINES WITH 930' BUFFER
- PROPOSED LOT LINES WITH 940' BUFFER
- PROPOSED LOT LINES WITH 950' BUFFER
- PROPOSED LOT LINES WITH 960' BUFFER
- PROPOSED LOT LINES WITH 970' BUFFER
- PROPOSED LOT LINES WITH 980' BUFFER
- PROPOSED LOT LINES WITH 990' BUFFER
- PROPOSED LOT LINES WITH 1000' BUFFER

PARKING SLIDE DETAIL	
Slide Length	10' to 15'
Slide Width	10' to 15'
Slide Angle	10° to 15°
Slide Slope	10% to 15%
Slide Surface	10' to 15'
Slide Drainage	10' to 15'
Slide Erosion	10' to 15'
Slide Foundation	10' to 15'
Slide Construction	10' to 15'
Slide Maintenance	10' to 15'
Slide Safety	10' to 15'
Slide Cost	10' to 15'
Slide Benefit	10' to 15'
Slide Impact	10' to 15'
Slide Risk	10' to 15'
Slide Opportunity	10' to 15'
Slide Challenge	10' to 15'
Slide Solution	10' to 15'
Slide Conclusion	10' to 15'

UTILITY PLAN - PRELIMINARY PLAT HOMESTEADS AT HILLVIEW

A PART OF THE SOUTHEAST QUARTER OF SECTION 12,
AND A PART OF THE NORTHEAST QUARTER OF
SECTION 15, ALL IN TOWNSHIP 13 NORTH, RANGE 4
EAST OF THE SECOND PRINCIPAL MERIDIAN, IN
JOHNSON COUNTY, INDIANA

LEGEND

1	PROPOSED 12" WATER MAIN
2	PROPOSED 12" SANITARY SEWER
3	PROPOSED 12" GAS MAIN
4	PROPOSED 12" ELECTRIC MAIN
5	PROPOSED 12" TELEPHONE MAIN
6	PROPOSED 12" CABLE TV MAIN
7	PROPOSED 12" FIBER OPTIC MAIN
8	PROPOSED 12" RAINWATER MAIN
9	PROPOSED 12" STORMWATER MAIN
10	PROPOSED 12" CULVERT
11	PROPOSED 12" DRAINAGE DITCH
12	PROPOSED 12" EROSION CONTROL
13	PROPOSED 12" LANDSCAPING
14	PROPOSED 12" LIGHTING
15	PROPOSED 12" FENCE
16	PROPOSED 12" SIGNAGE
17	PROPOSED 12" PARKING LOT
18	PROPOSED 12" DRIVEWAY
19	PROPOSED 12" WALKWAY
20	PROPOSED 12" BIKEWAY
21	PROPOSED 12" TRAIL
22	PROPOSED 12" FUTURE DEVELOPMENT
23	PROPOSED 12" EXISTING UTILITIES
24	PROPOSED 12" EXISTING ROADS
25	PROPOSED 12" EXISTING BODIES OF WATER
26	PROPOSED 12" EXISTING LANDSCAPING
27	PROPOSED 12" EXISTING LIGHTING
28	PROPOSED 12" EXISTING FENCE
29	PROPOSED 12" EXISTING SIGNAGE
30	PROPOSED 12" EXISTING PARKING LOT
31	PROPOSED 12" EXISTING DRIVEWAY
32	PROPOSED 12" EXISTING WALKWAY
33	PROPOSED 12" EXISTING BIKEWAY
34	PROPOSED 12" EXISTING TRAIL
35	PROPOSED 12" EXISTING FUTURE DEVELOPMENT
36	PROPOSED 12" EXISTING UTILITIES
37	PROPOSED 12" EXISTING ROADS
38	PROPOSED 12" EXISTING BODIES OF WATER
39	PROPOSED 12" EXISTING LANDSCAPING
40	PROPOSED 12" EXISTING LIGHTING
41	PROPOSED 12" EXISTING FENCE
42	PROPOSED 12" EXISTING SIGNAGE
43	PROPOSED 12" EXISTING PARKING LOT
44	PROPOSED 12" EXISTING DRIVEWAY
45	PROPOSED 12" EXISTING WALKWAY
46	PROPOSED 12" EXISTING BIKEWAY
47	PROPOSED 12" EXISTING TRAIL
48	PROPOSED 12" EXISTING FUTURE DEVELOPMENT
49	PROPOSED 12" EXISTING UTILITIES
50	PROPOSED 12" EXISTING ROADS
51	PROPOSED 12" EXISTING BODIES OF WATER
52	PROPOSED 12" EXISTING LANDSCAPING
53	PROPOSED 12" EXISTING LIGHTING
54	PROPOSED 12" EXISTING FENCE
55	PROPOSED 12" EXISTING SIGNAGE
56	PROPOSED 12" EXISTING PARKING LOT
57	PROPOSED 12" EXISTING DRIVEWAY
58	PROPOSED 12" EXISTING WALKWAY
59	PROPOSED 12" EXISTING BIKEWAY
60	PROPOSED 12" EXISTING TRAIL
61	PROPOSED 12" EXISTING FUTURE DEVELOPMENT
62	PROPOSED 12" EXISTING UTILITIES
63	PROPOSED 12" EXISTING ROADS
64	PROPOSED 12" EXISTING BODIES OF WATER
65	PROPOSED 12" EXISTING LANDSCAPING
66	PROPOSED 12" EXISTING LIGHTING
67	PROPOSED 12" EXISTING FENCE
68	PROPOSED 12" EXISTING SIGNAGE
69	PROPOSED 12" EXISTING PARKING LOT
70	PROPOSED 12" EXISTING DRIVEWAY
71	PROPOSED 12" EXISTING WALKWAY
72	PROPOSED 12" EXISTING BIKEWAY
73	PROPOSED 12" EXISTING TRAIL
74	PROPOSED 12" EXISTING FUTURE DEVELOPMENT
75	PROPOSED 12" EXISTING UTILITIES
76	PROPOSED 12" EXISTING ROADS
77	PROPOSED 12" EXISTING BODIES OF WATER
78	PROPOSED 12" EXISTING LANDSCAPING
79	PROPOSED 12" EXISTING LIGHTING
80	PROPOSED 12" EXISTING FENCE
81	PROPOSED 12" EXISTING SIGNAGE
82	PROPOSED 12" EXISTING PARKING LOT
83	PROPOSED 12" EXISTING DRIVEWAY
84	PROPOSED 12" EXISTING WALKWAY
85	PROPOSED 12" EXISTING BIKEWAY
86	PROPOSED 12" EXISTING TRAIL
87	PROPOSED 12" EXISTING FUTURE DEVELOPMENT
88	PROPOSED 12" EXISTING UTILITIES
89	PROPOSED 12" EXISTING ROADS
90	PROPOSED 12" EXISTING BODIES OF WATER
91	PROPOSED 12" EXISTING LANDSCAPING
92	PROPOSED 12" EXISTING LIGHTING
93	PROPOSED 12" EXISTING FENCE
94	PROPOSED 12" EXISTING SIGNAGE
95	PROPOSED 12" EXISTING PARKING LOT
96	PROPOSED 12" EXISTING DRIVEWAY
97	PROPOSED 12" EXISTING WALKWAY
98	PROPOSED 12" EXISTING BIKEWAY
99	PROPOSED 12" EXISTING TRAIL
100	PROPOSED 12" EXISTING FUTURE DEVELOPMENT

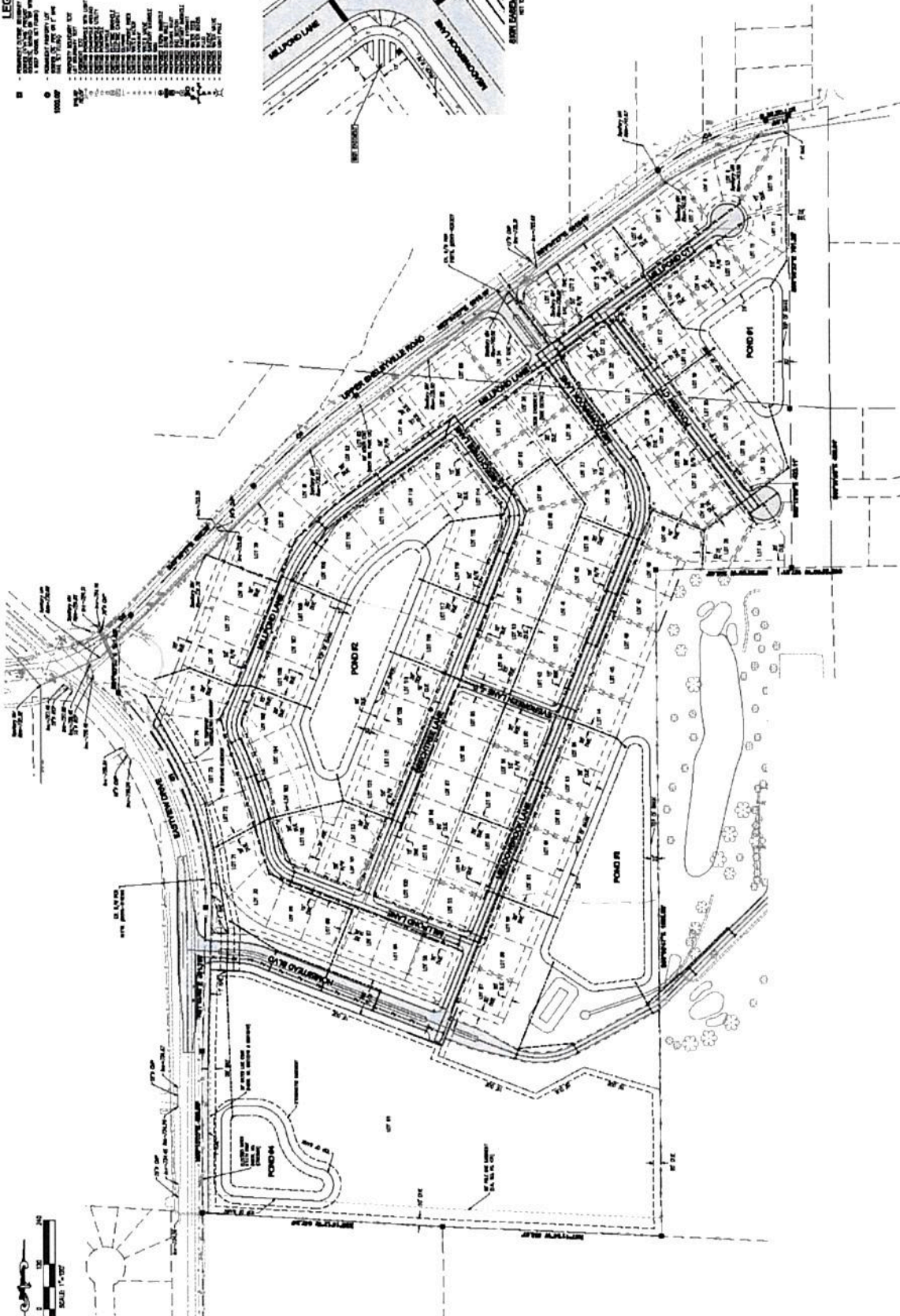
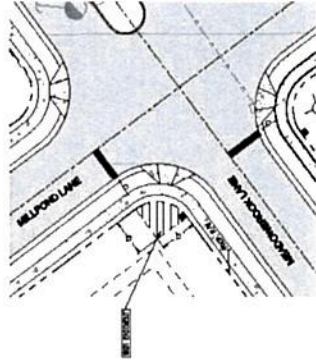


EXHIBIT "C"
Detailed PUD Plan

REVISED DETAILED PUD PLAN HOMESTEADS AT HILLVIEW/EMMANUEL BAPTIST CHURCH

A PART OF THE SOUTHEAST QUARTER OF SECTION 12,
AND A PART OF THE NORTHEAST QUARTER OF
SECTION 13, TOWNSHIP 17N, RANGE 4E,
SOUTH 12E SECOND PRINCIPAL MERIDIAN, IN
JOHNSON COUNTY, INDIANA



PARKING LAYOUT DETAIL
10 SPACES

Feature	Quantity	Notes
Asphalt Paved	10,000 sq. ft.	
Grass	10,000 sq. ft.	
Concrete	10,000 sq. ft.	
Lighting	10,000 sq. ft.	
Signage	10,000 sq. ft.	
Landscaping	10,000 sq. ft.	
Water	10,000 sq. ft.	
Electric	10,000 sq. ft.	
Gas	10,000 sq. ft.	
Other	10,000 sq. ft.	

PARKING LAYOUT DETAIL
10 SPACES

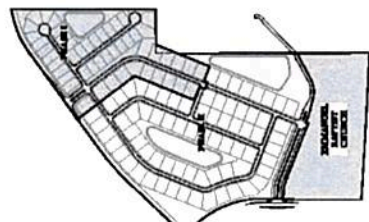
LEGEND

1. LOT LINES	2. LOT AREA	3. LOT DIMENSIONS	4. LOT PERIMETER
5. LOT AREA	6. LOT DIMENSIONS	7. LOT PERIMETER	8. LOT AREA
9. LOT DIMENSIONS	10. LOT PERIMETER	11. LOT AREA	12. LOT DIMENSIONS
13. LOT PERIMETER	14. LOT AREA	15. LOT DIMENSIONS	16. LOT PERIMETER
17. LOT AREA	18. LOT DIMENSIONS	19. LOT PERIMETER	20. LOT AREA
21. LOT DIMENSIONS	22. LOT PERIMETER	23. LOT AREA	24. LOT DIMENSIONS
25. LOT PERIMETER	26. LOT AREA	27. LOT DIMENSIONS	28. LOT PERIMETER
29. LOT AREA	30. LOT DIMENSIONS	31. LOT PERIMETER	32. LOT AREA
33. LOT DIMENSIONS	34. LOT PERIMETER	35. LOT AREA	36. LOT DIMENSIONS
37. LOT PERIMETER	38. LOT AREA	39. LOT DIMENSIONS	40. LOT PERIMETER
41. LOT AREA	42. LOT DIMENSIONS	43. LOT PERIMETER	44. LOT AREA
45. LOT DIMENSIONS	46. LOT PERIMETER	47. LOT AREA	48. LOT DIMENSIONS
49. LOT PERIMETER	50. LOT AREA	51. LOT DIMENSIONS	52. LOT PERIMETER
53. LOT AREA	54. LOT DIMENSIONS	55. LOT PERIMETER	56. LOT AREA
57. LOT DIMENSIONS	58. LOT PERIMETER	59. LOT AREA	60. LOT DIMENSIONS
61. LOT PERIMETER	62. LOT AREA	63. LOT DIMENSIONS	64. LOT PERIMETER
65. LOT AREA	66. LOT DIMENSIONS	67. LOT PERIMETER	68. LOT AREA
69. LOT DIMENSIONS	70. LOT PERIMETER	71. LOT AREA	72. LOT DIMENSIONS
73. LOT PERIMETER	74. LOT AREA	75. LOT DIMENSIONS	76. LOT PERIMETER
77. LOT AREA	78. LOT DIMENSIONS	79. LOT PERIMETER	80. LOT AREA
81. LOT DIMENSIONS	82. LOT PERIMETER	83. LOT AREA	84. LOT DIMENSIONS
85. LOT PERIMETER	86. LOT AREA	87. LOT DIMENSIONS	88. LOT PERIMETER
89. LOT AREA	90. LOT DIMENSIONS	91. LOT PERIMETER	92. LOT AREA
93. LOT DIMENSIONS	94. LOT PERIMETER	95. LOT AREA	96. LOT DIMENSIONS
97. LOT PERIMETER	98. LOT AREA	99. LOT DIMENSIONS	100. LOT PERIMETER

THREE PREREQUISITE NOTES
1. ALL LOTS MUST BE 1/4 AC OR LARGER.
2. ALL LOTS MUST BE 1/4 AC OR LARGER.
3. ALL LOTS MUST BE 1/4 AC OR LARGER.

LOCAL STREET - LOT LINES - APPROXIMATELY THESE DIMENSIONS
1. LOT LINES - APPROXIMATELY THESE DIMENSIONS
2. LOT LINES - APPROXIMATELY THESE DIMENSIONS
3. LOT LINES - APPROXIMATELY THESE DIMENSIONS

THESE PREREQUISITE NOTES
1. ALL LOTS MUST BE 1/4 AC OR LARGER.
2. ALL LOTS MUST BE 1/4 AC OR LARGER.
3. ALL LOTS MUST BE 1/4 AC OR LARGER.



PREPARED BY:



CROSSROAD CONSULTING
Development Consultants
11111 E. 11th Ave., Suite 100
MAY 16, 2017

EXHIBIT C

EXHIBIT "D"
Trust Consent

EXHIBIT D

CONSENT OF PROPERTY OWNER

We, Barbara Z. Grimmer, Trustee, and Thomas D. Grimmer, Business Trustee, under the John E. Grimmer Living Trust, Dated September 10, 1996, after being duly sworn, depose and say:

1. The John E. Grimmer Living Trust, Dated September 10, 1996, is the owner of real estate described in the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision.
2. Declarant, John E. Grimmer Living Trust dated September 10, 1996, by John E. Grimmer, Trustee, and Homestead Developers, LLC, by John E. Grimmer, Member ("Declarant") previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015 in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration").
3. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
4. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
5. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
6. On behalf of the John E. Grimmer Trust, we have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
7. On behalf of the John E. Grimmer Trust, we hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT D

John E. Grimmer Living Trust
Dated September 10, 1996 by:

Thomas D. Grimmer, Trustee
Thomas D. Grimmer, Business Trustee, Trustee

Barbara Z. Grimmer, Trustee
Barbara Z. Grimmer, Trustee

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

On this 1st day of September, 2017, before me, a Notary Public, personally appeared Barbara Z. Grimmer, Trustee of the John E. Grimmer Living Trust, and Thomas D. Grimmer, Business Trustee, of the John E. Grimmer Living Trust dated September 10, 1996, personally known to me to be the same persons described in and who executed the within Consent and the same persons duly acknowledged to me that they executed the same.

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana

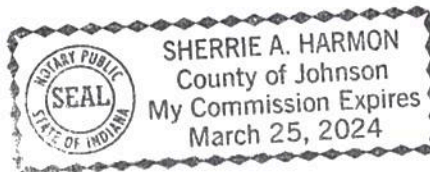


EXHIBIT "E"
Grimmer Enterprises Consent

Exhibit "E"

CONSENT OF PROPERTY OWNER

Grimmer Enterprises, LLC, by Barbara Z. Grimmer, Manger, after being duly sworn, deposes and says:

1. Grimmer Enterprises, LLC is the owner of real estate located at East side of Eastview Dr., South of 100 N, Franklin, Indiana 46131. See Exhibit A, attached, as to parcel numbers.
2. Declarant, John E. Grimmer Living Trust dated September 10, 1996, by John E. Grimmer, Trustee, and Homestead Developers, LLC, by John E. Grimmer, Member ("Declarant") previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015 in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration").
3. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
4. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
5. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
6. As the Manger of Grimmer Enterprises, LLC, I have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
7. Grimmer Enterprises, LLC hereby authorizes and consents to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

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SIGNATURES ON FOLLOWING PAGE]**

Grimmer Enterprises LLC by:

Barbara Z. Grimmer, Manager
Barbara Z. Grimmer, Manager

STATE OF INDIANA)

COUNTY OF JOHNSON) SS:

On this 1st day of September, 2017, before me, a Notary Public, personally appeared Barbara Z. Grimmer, in her capacity as Manager of Grimmer Enterprises LLC, personally known to me to be the same person described in and who executed the within Consent, and the same person duly acknowledged to me that he executed the same.

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana

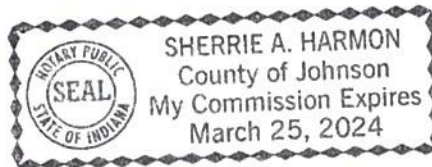


EXHIBIT "A"
Legal Descriptions

EXHIBIT "A" TO EXHIBIT E



Results

15 Results

Parcel ID	Owner	Property Address	City
41-08-12-044-042.000-018	GRIMMER ENTERPRISES LLC	1698 MILL POND LN	FRANKLIN
41-08-13-011-020.000-018	GRIMMER ENTERPRISES LLC	1117 MEADOWBROOK LN	FRANKLIN
41-08-13-011-021.000-018	GRIMMER ENTERPRISES LLC	1073 MEADOWBROOK LN	FRANKLIN
41-08-13-011-022.000-018	GRIMMER ENTERPRISES LLC	1025 MEADOWBROOK LN	FRANKLIN
41-08-13-011-023.000-018	GRIMMER ENTERPRISES LLC	981 MEADOWBROOK LN	FRANKLIN
41-08-13-011-024.000-018	GRIMMER ENTERPRISES LLC	957 MEADOWBROOK LN	FRANKLIN
41-08-13-011-025.000-018	GRIMMER ENTERPRISES LLC	965 MEADOWBROOK LN	FRANKLIN
41-08-13-011-026.000-018	GRIMMER ENTERPRISES LLC	994 MEADOWBROOK LN	FRANKLIN
41-08-13-011-027.000-018	GRIMMER ENTERPRISES LLC	1042 MEADOWBROOK LN	FRANKLIN
41-08-13-011-028.000-018	GRIMMER ENTERPRISES LLC	1082 MEADOWBROOK LN	FRANKLIN
41-08-13-011-029.000-018	GRIMMER ENTERPRISES LLC	1120 MEADOWBROOK LN	FRANKLIN
41-08-13-011-030.000-018	GRIMMER ENTERPRISES LLC	1164 MEADOWBROOK LN	FRANKLIN
41-08-13-011-031.000-018	GRIMMER ENTERPRISES LLC	1200 MEADOWBROOK LN	FRANKLIN
41-08-13-011-032.000-018	GRIMMER ENTERPRISES LLC	1246 MEADOWBROOK LN	FRANKLIN
41-08-13-011-033.000-018	GRIMMER ENTERPRISES LLC	1697 MILL POND LN	FRANKLIN

Johnson County maintains this World Wide Web site to enhance public access to information. This site is continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. Johnson County makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

Last Data Upload: 6/27/2017 7:47:44 PM

Schneider
Developed by
The Schneider
Corporation

EXHIBIT A TO CONSENT

EXHIBIT "F"
Doty Consent

EXHIBIT F

CONSENT OF PROPERTY OWNER

We, William Doty and Jennifer Doty, after being duly sworn, depose and say:

1. We are the owners of real estate located at 1145 Meadowbrook Lane, Franklin, IN 46131.
2. Declarant, John E. Grimmer Living Trust dated September 10, 1996, by John E. Grimmer, Trustee, and Homestead Developers, LLC, by John E. Grimmer, Member ("Declarant") previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015 in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration").
3. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
4. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
5. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
6. We have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
7. We hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT F

William Doty
William Doty
Jennifer Doty
Jennifer Doty

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

On this 30 day of August, 2017, before me, a Notary Public, personally appeared William Doty and Jennifer Doty personally known to me to be the same persons described in and who executed the within Consent, and the same persons duly acknowledged to me that they executed the same.

My Commission Expires:

9-21-17

James R. Almore
James R. Almore
(Print Name) Notary Public, residing in
Johnson County, Indiana

EXHIBIT "G"
Huber Consent

EXHIBIT G

CONSENT OF PROPERTY OWNER

I, Paula M. Huber and Ernest E. Huber, after being duly sworn, depose and say:

1. WE are the owner of real estate located at 1175 Foxview Court, Franklin, IN 46131.
2. Declarant, John E. Grimmer Living Trust dated September 10, 1996, by John E. Grimmer, Trustee, and Homestead Developers, LLC, by John E. Grimmer, Member ("Declarant") previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015 in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration").
3. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
4. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
5. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
6. We have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
7. We hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

Dated this 30th day of August, 2017.

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT G

Paula M. Huber

Paula M. Huber

Ernest E. Huber

Ernest E. Huber

STATE OF INDIANA)

COUNTY OF JOHNSON)

SS:

On this 30 day of August, 2017, before me, a Notary Public, personally appeared Paula M. Huber and Ernest E. Huber personally known to me to be the same persons described in and who executed the within Consent, and the same persons duly acknowledged to me that they executed the same.

James R. Admire

My Commission Expires:

(Print Name) Notary Public, residing in

9-21-17

Johnson County, Indiana

EXHIBIT "H"
Dewey Consent

EXHIBIT H

CONSENT OF PROPERTY OWNER

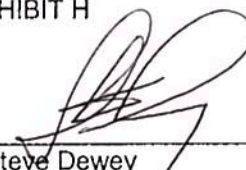
We, Steve and Melissa Dewey, after being duly sworn, depose and say:

1. We are the owners of real estate located at 1781 Mill Pond Court, Franklin, IN 46131.
2. Declarant, John E. Grimmer Living Trust dated September 10, 1996, by John E. Grimmer, Trustee, and Homestead Developers, LLC, by John E. Grimmer, Member ("Declarant") previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision which was recorded on June 12, 2015 in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration").
3. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
4. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
5. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
6. We have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
7. We hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

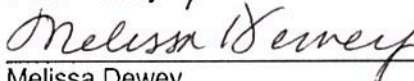
Dated this 23rd day of August, 2017.

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SIGNATURES ON FOLLOWING PAGE]

EXHIBIT H



Steve Dewey



Melissa Dewey

STATE OF INDIANA)


COUNTY OF JOHNSON)

) SS:

On this 23 day of August, 2017, before me, a Notary Public, personally appeared Steve and Melissa Dewey personally known to me to be the same persons described in and who executed the within Consent, and the same persons duly acknowledged to me that they executed the same.

My Commission Expires:

4-11-2023



James E. Huguenard
(Print Name) Notary Public, residing in
Marion County, Indiana

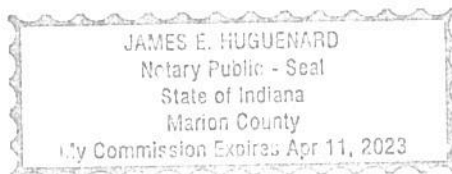


EXHIBIT "I"
Pete Grimmer Director Consent

EXHIBIT I

AFFIDAVIT

I, Peter L. Grimmer, after being duly sworn, depose and say:

1. I am a Director on the Board of Directors of the Homesteads at Hillview Homeowners Association, Inc. ("Board"), and I have personal knowledge of the matters set forth herein.
2. The Declarations of Covenants and Restrictions of Homesteads at Hillview Subdivision were recorded as Instrument No. 2015-013029 in the Office of the Recorder of Johnson County ("Declaration").
3. No record owner of the fee simple title to any Lot (as defined in Article 1, Section 1(o) of the Declaration) or holder of a recorded first mortgage lien on a Lot or Dwelling Unit (as defined in Article 1, Section 1(n) of the Declaration) has given prior notice of any mortgage interest to the Board in accordance with the provisions of Article XIV, Section 1, or in accordance with Article XVII, Section 1(d) of the Declaration.
4. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
5. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
6. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (l); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
7. I have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").

EXHIBIT I

8. As Director of the Board, I hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Dated this 29th day of Aug, 2017.



Peter L. Grimmer

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

On this 29 day of August, 2017, before me, a Notary Public, personally appeared Peter L. Grimmer, personally known to me to be the same person described in and who executed the within Affidavit, and the same person duly acknowledged to me that he executed the same.

My Commission Expires:

4-28-2018


Sarah Cromer Notary Public, residing in
Johnson County, Indiana

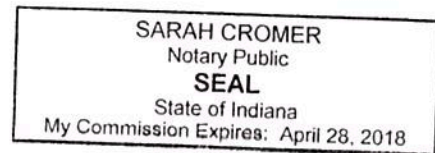


EXHIBIT "J"
Gene Perkins Director Consent

EXHIBIT J

AFFIDAVIT

I, Gene Perkins, after being duly sworn, depose and say:

1. I am a Director on the Board of Directors of the Homesteads at Hillview Homeowners Association, Inc. ("Board"), and I have personal knowledge of the matters set forth herein.
2. The Declarations of Covenants and Restrictions of Homesteads at Hillview Subdivision was recorded as Instrument No. 2015-013029 in the Office of the Recorder of Johnson County ("Declaration").
3. No record owner of the fee simple title to any Lot (as defined in Article 1, Section 1(o) of the Declaration) or holder of a recorded first mortgage lien on a Lot or Dwelling Unit (as defined in Article 1, Section 1(n) of the Declaration) has given prior notice of any mortgage interest to the Board in accordance with the provisions of Article XIV, Section 1, or in accordance with Article XVII, Section 1(d) of the Declaration.
4. The Declaration is being amended to remove the southern 14.164 acres from the real estate that was to be subjected to certain rights, privileges, covenants, restrictions, and easements as set forth in the Declaration.
5. The Declaration is further being amended to remove references to the 14.164 acres known as The Preserve from the Declaration.
6. The Declaration is further being amended to change the name of the Trust; replacement of Article I, Section One (I); Article IX Section 1, Section 2; Article XIII, Section 3(b); and Exhibits A, B and C
7. I have read and examined the First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision (Village Green, Homestead) (hereafter referred to as "First Amendment").
8. As Director of the Board, I hereby authorize and consent to the execution of the First Amendment by the Declarant, and consent to the recording of same with the Office of the Recorder of Johnson County, Indiana.

I affirm, under the penalties for perjury, that the foregoing representations are true.

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT J

Dated this 14 day of September, 2017.

Gene Perkins
Gene Perkins

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

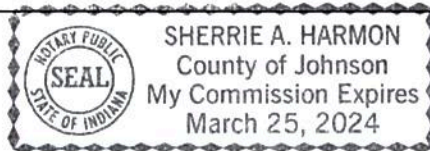
On this 14 day of September, 2017, before me, a Notary Public, personally appeared Gene Perkins personally known to me to be the same person described in and who executed the within Affidavit, and the same person duly acknowledged to me that he executed the same.

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana



**SECOND AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
HOMESTEADS AT HILLVIEW SUBDIVISION
(Village Green, Homestead, Windsor)**

This Second Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision ("Second Amendment") is made this ____ day of _____, 2021 by HILLVIEW PROPERTIES, LLC and JP REAL ESTATE I, LLC, (collectively "Declarant") by Peter L. Grimmer, Manager of Declarant.

WITNESSETH:

Whereas, Declarant's predecessors previously executed a Declaration of Covenants, Conditions and Restrictions for the Homesteads at Hillview Subdivision ("Subdivision") which was recorded on June 12, 2015, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2015-013029 ("Declaration");

Whereas, the Declaration was amended, pursuant to Article XVII of the Declaration, and the resulting First Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision was recorded on September 1, 2017, as Instrument No. 2017-020371 ("First Amendment");

Whereas, the Declaration is being amended to modify certain design and developmental standards within the Subdivision as further set forth below;

Whereas, all Owners, as defined in Article I, Section 1(r) of the Declaration, have approved the modified design and developmental standards set forth below and the required consent have been appropriated filed with the City of Franklin in relation to the application processes for Conceptual Plan, Modification and Detailed Plan approvals.

Whereas, no record owner of the fee simple title to any Lot (as defined in Article 1, Section 1(o) of the Declaration) or holder of a recorded first mortgage lien on a Lot or Dwelling Unit (as defined in Article 1, Section 1(n) of the Declaration) has given prior notice of any mortgage interest to the Board of Directors of the Homestead at Hillview Homeowners Association, Inc., in accordance with the provisions of Article XIV, Section 1, or in accordance with Article XVII, Section 1(d) of the Declaration;

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The title of the Declaration is hereby amended and replaced with the following title:

Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision
(Village Green, Homesteads and Windsor)

2. Article I, Section 1(l) of the Declaration shall be deleted and replaced with the following:

“Community or Project or Subdivision” refers to the Homesteads at Hillview project as it is developed and as it continues to exist after the Applicable Date which consists generally of three (3) geographical areas within the subdivision consisting of lots with varying minimum building square footage requirements (ie. Village Green [Lots 1 – 33], Homesteads [Lots 34 - 64] and Windsor [Lots 66 – 131].”

3. Article 1, Section 1 (t) and (u) and all other references to said Exhibit A shall be amended to refer to the area of land as described at Exhibit ____ hereto.
4. The Declaration is further being amended to delete and replace all references to the name of Declarant to Hillview Properties, LLC (for Homestead and Windsor lots) and JP Real Estate I, LLC (for Village Green lots).
5. The Declaration is further being amended to provide 66 lots (66 – 131) within the Windsor section.
6. The Declaration is further being amended to provide a larger common area for Common Area 9 in Windsor along with improvements as approved by the City of Franklin.
7. The Declaration is further being amended to provide a Common Area 8 which will in part accommodate a 25 foot easement for purposes of a walking path and landscape screening to connect Windsor to the Franklin Greenway Trail between lots 77 and 78.
8. The Declaration is being further amended to provide for a minimum lot area of 9,100 square feet in Windsor.
9. The Declaration is further being amended to allow a maximum lot coverage of 67% in Windsor.
10. The Declaration is further being amended to allow a minimum lot width of 70 feet in Windsor.
11. The Declaration is further being amended to allow a side yard setback of 7.5 feet for the primary structure, 5 feet for an accessory structure in Windsor.
12. The Declaration is further being amended to allow a rear yard setback of 20 feet for the primary structure and 5 feet for an accessory structure in Windsor.

13. The Declaration is further being amended to allow a minimum living area of 1,700 square feet for a 1-story residence and 2,000 square feet for a 2-story residence with a minimum of 1,200 square feet for the ground floor in Windsor.
14. The Declaration is further being amended to allow for a 4/12 roof pitch minimum for modern architectural styles (a style which would require the approval of the ACC).
15. The Declaration is further being amended to allow for the installation of a City approved landscape screening along in the common areas at the back of lots 82 - 91 in Windsor, along the back of lot 34 in Homesteads, and along the back of lots 1 – 10 in Village Green.
16. The Declaration is further being amended to allow for maximum driveway width at the right-of-way to be twenty-two (22) feet throughout the Subdivision.
17. Article IX, Section 1 of the Declaration shall be deleted and replaced with the following:

Section 1. By the Association and Owner. The Association shall provide for each lot owner within the Village Green, the following services and maintenance items: mowing, snow removal, shrub trimming (on the front side of the lot), mulching (on the front side of the lot) and irrigation (the water, pump and maintenance of the irrigation system); however, the cost for the specific whole lot irrigation structure shall be borne by the Declarant. Lots within the Homesteads and Windsor shall also receive whole lot irrigation (the water, pump and maintenance of the irrigation system) provided by the Association; however, the cost for the specific whole lot irrigation structure within the Homesteads and Windsor shall be borne by Declarant. Sod for the whole lot shall be paid for by the prospective lot owner. Subject to the foregoing, each Owner shall be responsible for, if the need therefore 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 the 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 enhancement of values in the Homesteads at Hillview Community. 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.

18. The first paragraph of Article IX, Section 2 of the Declaration shall be deleted and replaced with the following:

Section 2. By the Association. Subject to the foregoing provisions relative to lots within Village Green and to the following, maintenance, repairs, replacement 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 part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

19. The last sentence of Article XIII, Section 3 (b) of the Declaration shall be deleted and replaced with the following:

The initial Regular Assessment is \$900.00 per year (based on and pro-ratable at \$225.00 per quarter) for lots within Homesteads and Windsor and \$2,700.00 per year (based on and pro-ratable at \$675.00 per quarter) for lots within Village Green.

20. The legal description set forth in Exhibit A hereto previously replaced Exhibit A to the Declaration and is incorporated herein by reference.

21. The Detailed PUD Plan Homesteads at Hillview set forth in Exhibit C to the Declaration and the Exhibit C set forth in Exhibit C to the First Amendment shall be deleted and replaced with the Revised Detailed PUD Plan set forth in **Exhibit B**, attached hereto.

22. Except as expressly set forth in this Second Amendment, all of the terms, covenants and conditions of the Declaration and First Amendment remain in full force and effect.

IN WITNESS WHEREOF, HILLVIEW PROPERTIES, LLC and JP REAL ESTATE I, LLC, (collectively "Declarant") by Peter L. Grimmer, Manager of Declarant, have executed this Second Amendment to Declaration of Covenants and Restrictions of Homesteads at Hillview Subdivision on the day and year first hereinabove set forth.

HILLVIEW PROPERTIES, LLC and JP REAL ESTATE I, LLC, (collectively "Declarant") by Peter L. Grimmer, Manager of Declarant.

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared HILLVIEW PROPERTIES, LLC and JP REAL ESTATE I, LLC, (collectively "Declarant") by Peter L. Grimmer, Manager of Declarant, who, personally known to me to be the same person described herein and who executed the within Second Amendment To Declaration Of Covenants And Restrictions Of Homesteads At Hillview Subdivision.

My Commission Expires:

Notary Public, residing in _____
_____ County, Indiana

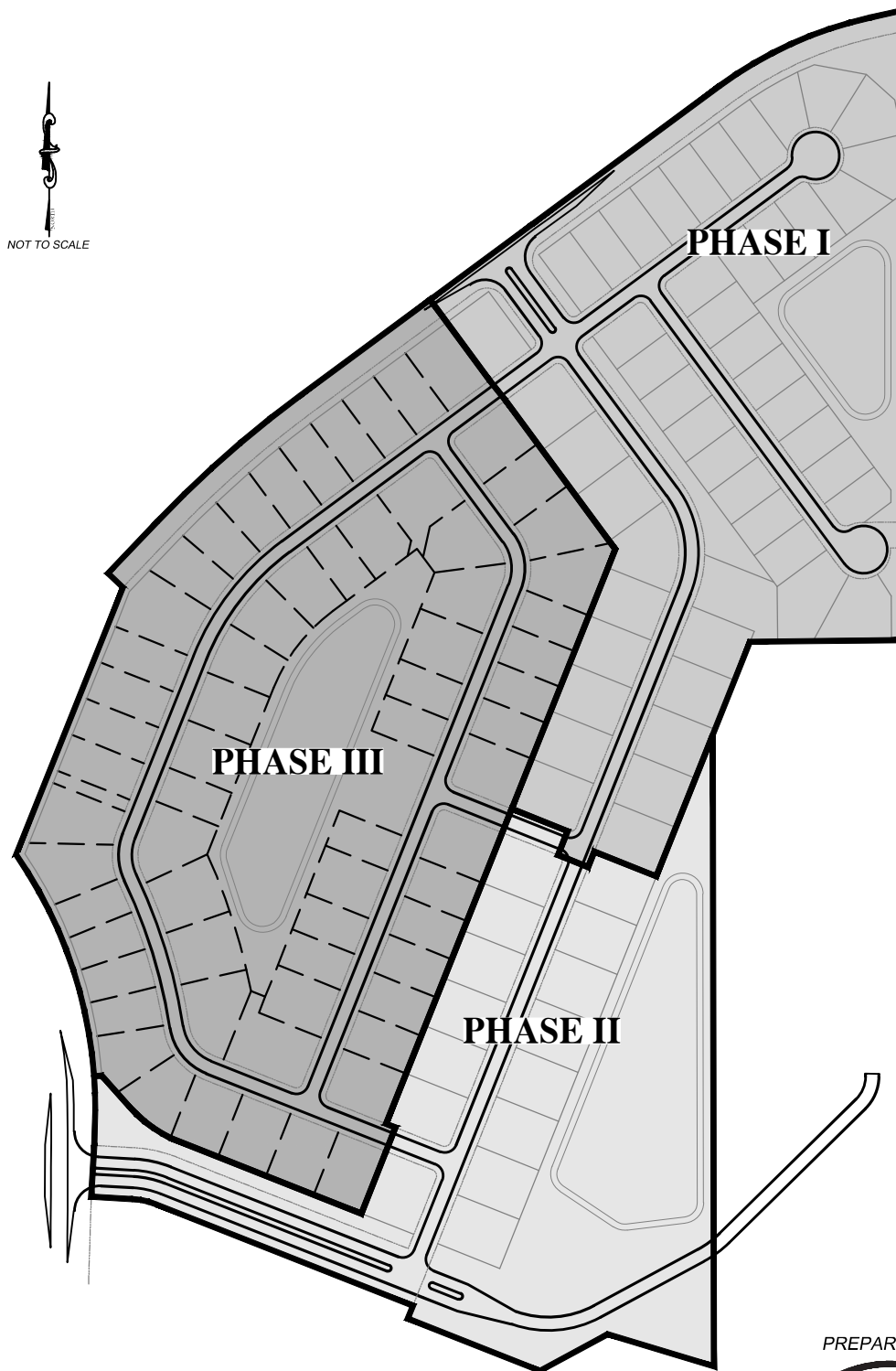
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ James R. Admire

This instrument prepared by: James R. Admire, 98 North Jackson Street, Franklin, IN 46131.

➤ **EXHIBIT I – DELETED**

➤ **EXHIBIT J** – Preliminary Phasing Plan

PHASING EXHIBIT WINDSOR AT HILLVIEW



PREPARED BY:



➤ **EXHIBIT K** – Guidelines for Architectural Approval and Construction

HOMESTEADS AT HILLVIEW
(Village Green, Homesteads and Windsor)
GUIDELINES FOR ARCHITECTURAL APPROVAL
AND CONSTRUCTION

INTRODUCTION

Pursuant to the Declaration of Covenants and Restrictions of Homesteads at Hillview as amended and supplemented (herein referred to as the “Declaration”), the Homesteads at Hillview Architectural Control Committee (herein referred to as the “Committee”) is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration, maintaining a harmonious relationship among structures and the natural vegetation and topography of said properties, and providing for the proper functioning of the storm drainage system for said properties. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design, appearance, use, location and maintenance of lands, and improvements thereon, subject to the Declaration. To satisfy this responsibility, the Committee has the right to take the following actions:

- (a) Approve or disapprove plans and specifications for all proposed construction on land subject to the Declaration, and
- (b) Approve or disapprove plans and specifications for all improvements of property on land subject to the Declaration.

The following guidelines for all construction on and improvement of the land subject to the Declaration are hereby adopted by the Committee for guidance to property owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time, in accordance with the procedure therefore set forth in the Declaration.

NOTE: **NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.**

While the Committee shall have up to fourteen (14) days for the approval or rejection of submitted plans, every effort will be made to complete the review process in a shorter period when necessary to accommodate the needs of property owners.

I. CONSTRUCTION APPROVAL

In order to create and maintain a high quality residential development on the subject property, certain criteria for all construction has been established by the Committee.

The owner or owners of a lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed by or through such owners. In the case of

a builder constructing a speculative home the builder will be held responsible for meeting the requirements.

1. METHOD OF APPROVAL

The Committee shall review plans within fourteen (14) days of complete submittal. A “Checklist of Compliance”, attached to these Guidelines, shall be returned with one (1) set of plans stamped “Approved”, signed and dated by an agent of the Committee. The Committee shall retain one (1) set of plans with the Checklist for its files. If the Committee disapproves the plans, written notice of such shall be given to the lot owner and shall specify the reason or reasons for such disapproval. Construction may not start until all plans have received “approval” from the Committee.

2. RESUBMITTAL

If the Committee has disapproved any of the submitted plans, it is the responsibility of the owner to see that corrections or modifications are made in compliance with the Committee comments. One set of corrected plans shall then be resubmitted with changes “noted”. The Committee will make every effort to review and approve the plans as quickly as possible.

3. GENERAL REQUIREMENTS FOR CONSTRUCTION

While detailed construction requirements may vary by specific areas or sections of the property, the general requirements are set forth below.

- (a) Security Deposit. For any and every improvement proposed on each lot, the owner or builder on said lot shall be required to deposit a \$1,000 security deposit with the Developer or Homesteads at Hillview Homeowner’s Association (“HOA”) for the faithful compliance with the Declaration and the architectural guidelines contained herein. The security deposit shall be held in escrow and promptly returned upon completion of the requirements by the owner or builder. In the event owner or builder fails to comply with the terms contained herein and the Declaration, the security deposit shall be applied to any cost that may be incurred by the Developer or HOA for corrective work; provided however the Developer or HOA shall not be obligated to perform any corrective work made necessary by owner or builder.
- (b) Tree Preservation. No existing tree 15’ outside of the building, and 10’ outside the driveway and parking areas of a lot shall be removed without the prior written approval of the Committee and such approval shall only be granted upon proof of unusual hardship in the practical utilization of the lot. Accordingly, all plot plans submitted to the Committee for approval shall designate thereon all trees outside of the building, driveway and parking areas. The removal or destruction of any such trees without

the consent of the Committee shall result in liability of the owner of such lot to replace said trees with trees of the like kind, quality and size.

- (c) Construction Trash. All builders will be required to utilize a thirty (30) cubic yard trash receptacle for each home during periods of construction to properly dispose of debris and to preserve the overall appearance of the community while under construction.
- (d) Temporary Driveway. To further preserve the overall appearance of the community during home construction, each builder is required to install and maintain a temporary stone drive on each lot. Such temporary drive shall consist of #2 and/or #53 stone and shall provide for construction access from the public street to the building area. Street shall be kept clean of mud and debris in front of site and leading from site at all times.
- (e) Damage Control. Each builder shall be responsible for damage to adjacent lots caused by its suppliers, agents, delivery men, subcontractors, etc. The undersigned has inspected the curbs and street sidewalks in front of said lot and found them defect-free and accepts them “as is”, and is responsible for any damage caused to them while said home is under construction and or any future construction activity.
- (f) Colors and Materials of Homes. Materials used on the exterior of homes and improvements are subject to the approval of the Committee, and all exterior colors are, generally, to be subdued, earthen tones or white and compatible with other structures in or planned for the immediate area.
- (g) Yards. By applicable zoning ordinance, the “front yard” of a lot is that area between the public street frontage and the house regardless of how the house is faced and minimum front yard and rear yard setbacks must minimally comply with the requirements therefore referred to in the Plat Restrictions. The side yard setbacks for each community, as determined by the Committee, are as follows:

<u>Hillview Community</u>	<u>Minimum</u>
Village Green	5’
Homesteads	10’
Windsor	7.5”

All setbacks are subject to approval by the Johnson County Planning and Zoning Department.

- (h) Erosion Control and Tree Protection Measures. The owner or owners of a lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such owner or owners. During periods of construction of a home or improvements on a lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures to prevent silt transportation to the main drainage ways. Builders shall provide appropriate temporary seeding of disturbed earth areas and temporary wood or straw bale dams to restrict silt-sediment transportation (lot owners/builders must abide by Erosion & Sediment Control Rule #5).
- (i) Storm Water Drainage. To aid in the efficient operation of the storm water drainage system of the entire property subject to the Declaration, all water discharged from improvements on such lot including, but not limited to, water discharged from or through roofs, down spouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks and tennis courts, shall be directed into existing storm drainage facilities. The site plan or plot plan for a lot submitted to the Committee for its approval shall reflect compliance with the foregoing provisions. The builder is responsible for maintaining proper lot drainage between homes as they are constructed per drainage plan.
- (j) Utilities. All utilities shall be installed underground.

4. PLANS AND SPECIFICATIONS

In order to properly review proposed construction, the Committee has established the following drawings as a minimum for submittal to the Committee. Submittal for approval shall include all items below. Clarification drawings and details may be requested by the Committee prior to approval if adequate details are not included in the plans.

- (a) Plot Plan. The plot plan shall include location of all existing trees, proposed structure, driveways, walks, terraces, decks, pools, fences, etc. The plan shall also include all existing and proposed elevations, contours, finished floor elevations, proposed and existing utilities.
- (b) Foundation Plan.
- (c) Floor Plans.
- (d) Elevations. Front, rear, sides.
- (e) Details. Exterior
- (f) Specifications. For all exterior building colors, finishes and materials.

All site related plans shall be drawn at a scale of not less than 1"=30'. All architectural plans are to be drawn at a scale of not less than 1/4"=1'. All plans shall be full dimensioned and presented in duplicate (two sets).

II. ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Committee before any work is undertaken. The Committee has established the following additional guidelines, coupled with the Declaration, for specific types of construction and improvements on land subject to the Declaration. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structure (if permitted) shall be compatible with the existing structure.

1. FENCES, WALLS, AND SCREENING

Fencing, walls and screening will be designed and installed to be as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Committee when reviewing for approval. Fences in general shall not be located any closer to the front of the home than the rear foundation line of the home. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness designed by other property owners. The Committee shall have the right to require additional landscaping on the exterior side of all solid fencing on a lot (i.e. on the sides of such fencing facing away from the house on such lot). Fences may be privately installed but must be constructed to professional levels of quality.

- (a) Height Restriction. The Committee is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee, therefore, will approve fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration, however, to a variance in this height limit where clearly unique circumstances exist.
- (b) Materials and Finish.
 - (1) Wrought Iron fencing will be approved if, in the sole discretion of the Committee, the design is in conformity with the architectural design of the community, subject to the Committee's right to require landscaping on the exterior sides thereof and is located in an area where the environmental integrity of the community or neighboring lots is not lessened or compromised.
 - (2) Chain-link fencing is not permitted.

- (3) Wood fencing is not permitted.
- (4) Walls above grade should be constructed of natural stone, masonry or attractive timber. (Railroad ties will not be allowed.)

2. LANDSCAPE MATERIALS

Each home is required to have a minimum planting requirement of:

Front and Side Yard

2 Deciduous shade trees	2-2 1/2" caliper
1 Flowering tree	1-1 1/2" caliper
3 Conifer trees	6-8' height
6 Shrubs	3-4' height
10 Shrubs	18-24" spread

3. LAWNS

All yards are to be seeded as the minimum requirement. All established lawns are required to be fertilized and weeded as necessary to insure a quality lawn appearance at all times.

4. RETAINING WALLS

Retaining walls must be architecturally compatible with the exterior of the home (i.e. stone; brick or milled timber). Railroad tie retaining walls will not be approved.

5. ROOFS

All roofing materials must be of either wood shingle or a "dimensional" shingle as approved by the Committee.

6. MAILBOXES

To preserve the overall aesthetic appearance of the subdivision properties subject to the Declaration, all mailboxes will be of like design, type and color as required by the Developer and/or HOA. Each mailbox will be purchased from Developer at the initial closing of each lot for \$650 and said mailbox will be held in inventory until its installation. Each mailbox will be installed at the Developer's and/or HOA's direction upon the successful completion of the home located on each lot.

7. ACCESSORY BUILDINGS

No accessory buildings are allowed.

8. MISCELLANEOUS

- (a) All construction trades performing work on any structure or other improvement on any lot in the property subject to the Declaration will be expected to do their work in a professional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed in such property shall be of high quality. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers “low quality work” or work being performed which is not in accordance with the plans approved by the Committee, the owner of the lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.
- (b) Should the determination of the Committee in this regard be challenged by the owner of the lot or the holder of the building permit, such challenge shall be in writing and served upon the Committee accompanied by a certified letter from an architect registered to practice in the State of Indiana and bearing his signed seal stating that, in his professional opinion, the work in question is in accordance with the plans approved by the Committee and meets the quality standards herein required.
- (c) Should the Committee still disagree and feel the work is substandard or not in accordance with the approved plans, a panel of three architects will be chosen to review the work and their majority vote shall constitute the final determination as to what, if any, action is required. Should such panel of architects rule the work substandard or not in accordance with the approved plans, then the work shall be re-executed to professional standards and in accordance with the approved plans within thirty (30) days. In any case in which such a panel of architects is to make a determination hereunder, one such architect shall be selected by the Committee, one by the owner of the lot (or his builder), and the third by the two so selected. If either party fails to select its architect and advise the other of such selection within five (5) days after the date upon which the Committee notifies the owner of the lot or the holder of the building permit that the Committee still feels the work is substandard or not in accordance with the approved plans, then the single architect selected by one of the parties shall serve alone as the panel of architects to make such final determination. The costs and expenses of the architectural review panel selected to determine any such dispute shall be borne and paid in equal shares, one-half (1/2) by the Association and one-half (1/2) by the owner of the affected lot.

- (d) Neither the developer of the property subject to the Declaration nor the HOA nor any member of the Committee shall at any time have any liability whatsoever to the owner of any lot in such property or to any holder of a building permit for any improvements to be located thereon nor to any other person for any determination or decision made by the Committee in the exercise of its duties and responsibilities or for any actions taken or attempts made by the Developer or the HOA or the Committee to enforce quality construction practices in the subject property.

9. MISCELLANEOUS IN FURTHER DETAIL

9.1 Diligence in Construction. Every building whose construction on any Lot is begun shall be commenced within three hundred sixty (360) days after the beginning of such construction unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. The Declarant and/or Homeowners Association shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

9.2 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee pursuant to Article IX of this Declaration.

9.3 Landscaping. No Owner shall be allowed to plant trees, landscape or do any gardening in the Common Area, except with express permission from the Board. Each Lot Owner shall provide reasonable landscaping on his Lot including, at a minimum, suitable foundation landscaping. All landscaping plans are subject to Committee approval in accordance with the guidelines and procedures promulgated by the Committee. The Committee may, in its discretion, modify such plans to promote the integrity and the aesthetic appearances of this subdivision. Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within ten days after the completion of finish grading, weather permitting. Trees provided by Declarant, if any, will be protected by Owner during construction and replaced within 30 days if damaged or if a tree dies on Owner Lot.

9.4 Minimum Building Size. In Homesteads at Hillview Subdivision, the following minimum building square footages shall apply, unless approved by the Committee, after giving due consideration to zoning commitments of record:

Village Green:

Ranch – 1,700 sq. ft.

Multi-story - aggregate of all living area 2,000 sq. ft., with Minimum of 1,200 sq. ft. ground floor living

Homesteads:

Ranch – 1,800 sq. ft.

Mutli-story – aggregate of all living area 2,200 sq. ft., with minimum of 1,400 sq. ft ground floor living

Windsor:

Ranch – 1,700 sq. ft.

Mutli-story – aggregate of all living area 2,000 sq. ft., with minimum of 1,200 sq. ft ground floor living

9.5 Model Homes. No Owner of any Lot shall build or permit the building upon his Lot or any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant or, after the Applicable Date, the Architectural Control Committee.

9.6 Other Exterior Attachments. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his or her Dwelling Unit or placed on the outside walls of any building, and no awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or by the rules, regulations and guidelines of the Committee.

9.7 Garages and Driveways. No dwelling shall have less than a full size 2-car or more than a 3-car attached garage, unless otherwise approved by the Committee. All driveways and vehicle parking areas shall be hard surfaced with either concrete, or an acceptable alternate approved by the Committee and shall be so surfaced from their point of connection with the abutting street to their point of connection with the garage apron. No gravel or stone driveways will be permitted.

9.8 Playground. Any Playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. No playground equipment, (including, but not limited to, trampolines), tree houses, or similar structures shall be erected on any Lot without prior approval pursuant to Article IX hereof: provided, however, children's play equipment such as sandboxes, swings and slides, shall not require approval by the Committee provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view of adjacent lot owners. Equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee.

9.9 Private Water Systems. Private water systems will not be allowed.

9.10 Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

9.11 Sanitary Waste Disposal.

A. Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines. All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of Johnson County, Bargersville Utilities, and these Restrictions.

C. Connection Requirements for Sanitary Sewers. All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one foot above the lowest manhole in the Subdivision.

9.12 Swimming Pools. Swimming Pools must have the approval of the Committee before any work is undertaken. No above ground swimming pools shall be allowed, provided nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or similar apparatus with prior approval of the Committee. Permanent backyard pools will be approved by the Committee only after careful consideration of the potential effect of such a pool in neighboring properties. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence or other safety protection and landscape design approval. The design of such fence shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the proposed pool may be required to soften the effect of sound and required pool fencing, on adjacent properties.

9.13 Tennis Courts, Racquetball Courts, Paddle Ball Courts, Basketball Goals, Etc. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the Committee only after thorough consideration of the potential effect of such a structure or use in neighboring properties. The Committee will not approve non-baffled lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable fence and landscape design approval. It is recommended by the Committee that any such fencing be of an open composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.

All basketball backboards or any other fixed games and play structures shall be located behind the rear foundation line of the main structure and within Lot set-back lines unless otherwise approved by the Committee. The Committee must approve the location

and type of basketball goals. All basketball backboards must be made of a transparent material.

9.14 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

The manufacturer's printed instruction and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

If this instrument is being executed by Builder, Builder agrees to obtain written acceptance and approval of this instrument from its purchaser prior to the re-sale of the Lot or completion of improvements on the Lot by Builder.

By my signature below I certify that I have read the entire contents of this document and agree to comply with the requirements contained herein. Lot # _____

Builder

Lot Owner

Date

Date

➤ **EXHIBIT L – DELETED**