Building Committee.

7A. No trees shall be removed from any lot without the approval of the Building Committee.

8. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

9. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

10. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

11. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

12. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

13. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

14. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

15. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

16. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

17. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

18. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

19. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

20. No building or other structure shall be erected, placed upon, altered, or permitted on any lot in this subdivision until building plans, specifications, and plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the location of the building with respect to topography and finish grade elevation by the Building Committee.

easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefit of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within Golfview Villas upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition of the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structures including fences, shall be built on any drainage, sewer or utility easement (D) Planting and Sign Easements (P.E.) Planting Easements along the common boundary between Hillview Country Club, Inc. and the lands described herein shall be initially planted and landscaped by Robert Weaver or the developer, prior to June 1, 1990. The type, location, quantity and maturity of plantings will be determined jointly by Robert Weaver or the developer, and the Hillview Country Club Board of Directors, or its designee.

7A. No trees shall be removed from any lot without the approval of the Building Committee.

8. No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by a building committee composed of the undesigned developer and other members he might name or by their successors, in the event of the death, disability resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designated a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the building committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the building committee, the owners of the lots, by a majority, shall elect a new building committee for the purposes set forth in these covenants.

9. Front building setback lines (B.S.L.) of 25 feet as shown on the plat are hereby established, between which lines and the front property lines, no permanent or other structures, other than drives, shall be erected or maintained. Side building setback lines (S.B.L.) on Lots 8 and 9 shall serve the same purpose as (B.S.L.). Side yards shall be a minimum of six feet with an aggregate of 14 feet. Rear yards shall be not less than the easements on the plat at the rear of each lot.

10. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision and Hillview Country Club, Inc. by its Board of Directors to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foilage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The building committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

added to 33

34. Upon the transfer of ownership of all platted lots Golfview Development L.P. will cause, to be incorporated under the laws of the State of Indiana, not-for-profit corporation under the name "Golfview Villas Association, Inc.", or a similar name, consisting of all lot owners within the subdivision and Hillview Country Club, Inc. by its Board of Directors, as such agency for the purpose of ownership and maintenance of all landscape easement areas as designated on the recorded plat, to assume the rights and duties of the Building Committee as specified in the recorded covenants, and administer and enforce said covenants, disbursing the assessments and charges imposed and created hereby and hereunder or by and under any other agreement to which the property may at any time be subject, and promoting the health, safety and welfare of the owners of the property, and all parts thereof and that said Association shall have the power to establish bylaws, duly recorded in the Office of the Recorder, Johnson County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants.

35. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the building committee and the owners of the lots in the subdivision, their heirs and personal representatives, their successors, or assigns, who are entitled to such relief without being required to show any damage of any kind to the building committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of the City of Franklin, its successors or assigns, and to Hillview Country Club, Inc. by its Board of Directors.

26. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Johnson County Recorder's Office. Except as the same may be amended from time to time, the foregoing covenants will be in full force and effect until March 1, 2015, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners it is agreed that these covenants shall terminate in whole or in part.

shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall or driveway shall be constructed along the common boundary between Golfview Villas and Hillview Country Club without the approval of Hillview Country Club, Inc. by its Board of Directors.

12. All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

13. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

14. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

15. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

16. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood.

17. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

18. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

19. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

20. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.

21. Laundry shall not be dried out of doors upon any lot.

22. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and its agents in the development of the properties and the maintenance thereof during such development.

23. **All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas or satelite dish for any purpose shall be permitted unless approved by the Building Committee. No outside television antennas or satelite dish will be permitted if a master antenna is available for a lot.**

23A. No above ground pools shall be erected on any lot.

24. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

24A. Due to access limitations, Lot 10, 11 and 12 may not receive normal to the door city services such as trash pick up, snow removal, street cleaning, etc. School bus pick up shall be at a point designated by the proper school authority.

25. Part of Lot No. 12 is designated on the plat a trash pick-up point easement for the mutual use of Lots 10, 11 and 12 only.

26. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Franklin and the Johnson County Drainage Board and the requirements of all drainage permits for the plat issued those agencies. Failure to so comply, including failure to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendations, or construction of any building.

27 Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety.

28. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

29. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building

24A. Due to access limitations, Lot 10, 11 and 12 may not receive normal to the door city services such as trash pick up, snow removal, street cleaning, etc. School bus pick up shall be at a point designated by the proper school authority.

25. Part of Lot No. 12 is designated on the plat a trash pick-up point easement for the mutual use of Lots 10, 11 and 12 only.

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29. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said lot at the time of sale.

30. No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

31. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.

32. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

32A. Golfers playing the Hillview Country Club course shall have the right of pedestrian ingress and egress to any lot in order to retrieve errant golf balls. This shall not be construed as giving access to golfers to any building on a lot nor to play golf shots from any lot, nor to drive golf carts upon any lot.

33. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments by the Building Committee on the Golfview Villas Association, Inc. as the same become due in a manner therein provided. Assessments shall begin in May 1989. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve per centum (12%) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot

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37. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

38. All of the above and foregoing covenants which are applicable to Golfview Development L.P. as owner, shall also be applicable to the developer of the project, known as Golfview Villas, and any subsequent owner who may be substituted for Golfview Development L.P. as owner.

Robert H. Weaver

Golfview Development L.P.
By Hunters Pointe, Inc. General Partner
By Robert H. Weaver, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Robert H. Weaver, known to me to be President of Hunters Pointe, Inc. a General Partner of Golfview Development L.P. an Indiana Limited Partnership, and who separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purpose therein expressed.

Witness my hand and Notarial Seal this 12th day of December, 1988.

Debra D Burton
Notary Public

Debra D Burton
Notary (Typed or Printed)

My Commission Expires:
2-16-90

Residing in Johnson County

104-C

89002999

FIRST AMENDMENT OF PLAT OF GOLFVIEW VILLAS

THIS FIRST AMENDMENT, executed as of this 31st day of January, 1989, by Golfview Development L.P., an Indiana Limited Partnership,

WITNESSETH THAT:

WHEREAS, Golfview Development L.P. caused the Plat of Golfview Villas to be recorded in Plat Book C, pages 401A and 401B in the Office of the Recorder of Johnson County, Indiana, which Plat included certain Restrictive Covenants; and

WHEREAS, Section 29 of said Restrictive Covenants has been interpreted to create a power of sale and a springing interest in favor of the building committee and such interpretation may have rendered title of the lots in Golfview Villas to become unmerchantable; and

WHEREAS, Golfview Development L.P. desires to amend Section 29 of the Restrictive Covenants to eliminate such power of sale and springing interest and to thereby render title of the lots in Golfview Villas to be more merchantable;

NOW, THEREFORE, Golfview Development L.P. hereby amends the Restrictive Covenants of the Plat of Golfview Villas by amending Section 29 thereof to read as follows:

> "29. Unless a delay shall be caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year following the date of commencement of the building process. In the event the owner of such lot shall default under this covenant, Owner, or the Golfview Villas Association, Inc., as successor to the rights and powers of Owner, as more fully described in Section 34 hereinbelow, shall have the right to enforce this covenant in the manner described in Section 35 hereinbelow."

Except as specifically set forth hereinabove, the Plat, including the Restrictive Covenants, of Golfview Villas remains in full force and effect.

IN WITNESS WHEREOF, Golfview Development L.P. has caused this First Amendment of Plat of Golfview Villas to be executed as of the date first above written.

GOLFVIEW DEVELOPMENT L.P.
An Indiana Limited Partnership

By: HUNTERS POINTE, INC.,
General Partner

By: Robert H. Weaver
Robert H. Weaver, President

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Robert H. Weaver, known to me to be the President of Hunters Pointe, Inc., an Indiana corporation, known to me to be a General Partner of Golfview Development L.P., an Indiana limited partnership, who acknowledged the execution of the above and foregoing First Amendment of Plat of Golfview Villas for and on behalf of said partnership.

Witness my hand and notarial seal this 3rd day of February, 1989.

V. Jean McCarty
Notary Public

V. JEAN MCCARTY
Printed

My Commission expires:
1-18-1992

My County of residence is:
Johnson

This instrument prepared by Philip C. Thrasher, Attorney at law, Krieg DeVault Alexander & Capehart, Suite 2800, One Indiana Square, Indianapolis, Indiana 46204, (317) 636-4341.

PCT:383:sk

MAR 17 3 59 PM '89
MAR 17 1989 3:59

RECEIVED FOR RECORD
BOOK 61 PAGE 208
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

650

89003000

AGREEMENT TO APPROVE THE
FIRST AMENDMENT OF
PLAT OF GOLFVIEW VILLAS

Archer Contracting Corporation, the owner of Lot 1 in Golfview Villas, an addition to the City of Franklin, Indiana, the Plat of which is recorded in Plat Book C, Page 401A and 401B of the records of the Recorder's Office, Johnson County, Indiana. Does hereby approve the following First Amendment to the Restrictive Covenants of Golfview Villas such as follows:

WHEREAS, Golfview Development L.P. caused the Plat of Golfview Villas to be recorded in Plat Book C, pages 401A and 401B in the Office of the Recorder of Johnson County, Indiana, Which Plat included certain Restrictive Covenants; and

WHEREAS, Section 29 of said Restrictive Covenants has been interpreted to create a power of sale and a springing interest in favor of the building committee and such interpretation may have rendered title of the lots in Golfview Villas to become unmerchantable; and

WHEREAS, Golfview Development L.P. desires to amend Section 29 of the Restrictive Covenants to eliminate such power of sale and springing interest and to thereby render title of the lots in Golview Villas to be more merchantable;

NOW, THEREFORE, Golfview Developement L.P. hereby amends the Restrictive Covenants of the Plat of Golfview Villas by amending Section 29 thereof to read as follows:

> "29. Unless a delay shall be cause by strikes, war, court injuction, or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year following the date of commencement of the building process. In the event the owner of such lot shall default under this covenant, Owner, or the Golfview Villas Association, Inc., as successor to the rights and powers of Owner, as more fully described in Section 34 hereinbelow, shall have the right to enforce this covenant in the manner described in Section 35 hereinbelow."

Except as specifically set forth hereinabove, the Plat, including the Restrictive Covenants, of Golfview Villas remains in full force and effect.

Golfview Developement L.P. has caused this Amendment to be executed and Archer Contracting Corporation by this document is hereby stating it's approval of Said Amendment to the Restrictive Covenants of Golfview Villas.

Said First Amendment recorded in Misc 61 page 208, Johnson County Recorder's Office.

BOOK 061 PAGE 209

By: ARCHER CONTRACTING, CORPORATION

By: John Archer
John Archer,
President

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared John Archer, known to me to be the President of Archer Contracting Corporation, an Indiana corporation who acknowledged the execution of the above and foregoing First Amendment of Plat of Golfview Villas for and on behalf of said corporation.

Witness my hand and notarial seal this 15th day of March, 1989.

Brenda K Wagner
Notary Public

BRENDA K WAGNER
Printed

My Commision expires:
8-6-91

My County of residence is:
Johnson

This instrument prepared by Golfview Development L.P. P.O. Box 281, Greenwood, IN. 46142

MAR 17 4 00 PM '89

MAR 17 1989

RECEIVED FOR RECORD
BOOK 61 PAGE 209
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

COPY COPY

9100607

RESTRICTIVE COVENANTS

"AMENDED"

(Replaces & supersedes all covenants filed as "C-401B")

We, the undersigned Golfview Development L.P. owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as Golfview Villas an addition to the City of Franklin, Johnson County, State of Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

Invalidation of any one of the foregoing covenants by judgement or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

1. Each lot shall be divided into separately designated tracts and each tract shall be conveyed as a separately designated legally described freehold estate, subject to the terms, conditions and provisions in these covenants set forth. The tracts shall be delineated and described as a metes and bounds part of the lot of which it is a part, done as such time as the dwellings are complete enough to establish the relationship of the party wall to the lots perimeter.

2. Lots designated in this plat are hereby reserved for attached or detached single-family residential use and may have erected thereon dwellings which share a common wall with a similar single-family structure on the lot, such common wall comprising a part of the common tract lines between such tracts. Each wall which is built as a part of the original construction of the houses upon the lots and connects two dwelling units shall constitute a common wall or party wall, and to the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding common walls or party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto. Hereafter, the terms common wall and party wall shall be used interchangeably.

3. The division wall between any tract described herein and the tract immediately adjoining it shall be a common wall or party wall and the adjoining landowners shall have cross easements in the wall, and the wall shall be used for the joint purposes of the building separated by it.

4. Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the common wall be injured by the act or omission of either party, the wall shall be repaired or rebuilt at the expense of the party deemed responsible for the aforesaid act or omission.

5. This common wall covenant and the covenants herein contained, shall run with both parcels of land utilizing the common wall, but shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a common wall being the sole purpose hereof.

6. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the building committee, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

7. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within Golfview Villas upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition of the purpose of installation and maintenance of sewers that are a part of the said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easement. (D) Planting and Sign Easements (P.E.) Planting Easements along the common boundary between Hillview Country Club, Inc. and the lands described herein shall be initially planted and landscaped by Robert Weaver or the developer, prior to June 1, 1990. The type, location, quantity and maturity of plantings will be determined jointly by Robert Weaver or the developer, and the Hillview Country Club Board of Directors, or its designee.

7A. No trees shall be removed from any lot without the approval of the Building Committee.

8. No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by a building committee composed of the undersigned developer and other members he might name or by their successors, in the event of the death,disability resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the building committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the building committee, the owners of the lots, by a majority, shall elect a new building committee for the purposes set forth in these covenants.

9. Front building setback lines (B.S.L.) of 25 feet as shown on the plat are hereby established, between which lines and the front property line, no permanent or other structures, other than drives, shall be erected or maintained. Side building setback lines (S.B.L.) on lots 8 and 9 shall serve the same purpose as (B.S.L.). Side yards shall be a minimum of six feet with an aggregate of 14 feet. Rear yards shall be not less than the easements on the plat at the rear of each lot.

10. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision and Hillview Country Club, Inc. by its Board of Directors to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right–of–way lines and a line connecting points twenty–five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall or driveway shall be constructed along the common boundary between Golfview Villas and Hillview Country Club without the approval of Hillview Country Club, Inc. by its Board of Directors.

12. All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

13. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

14. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

15. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

16. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in the subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

18. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

19. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

20. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.

21. Laundry shall not be dried out of doors upon any lot.

22. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and its agents in the development of the properties and the maintenance thereof during such development.

23. All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas or satellite dish for any purpose shall be permitted unless approved by the building committee. No outside television antennas or satellite dish will be permitted if a master antenna is available for a lot.

23A. No above ground pools shall be erected on any lot.

24. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

24A. Due to access limitation, lot 10, 11 and 12 may not receive normal to the door city services such as trash pick up, snow removal, street cleaning, etc. School bus pick up shall be at a point designated by the proper school authority.

25. Part of lot no. 12 is designated on the plat a trash pick-up point easement for the mutual use of lots 10, 11 and 12 only.

26. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Franklin and the Johnson County Drainage Board and the requirements of all drainage permits for the plat issued those agencies. Failure to so comply, including failure to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendations, or construction of any building in violation thereof shall be prohibited.

27. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Franklin Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety.

28. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

29. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said lot at the time of sale.

30. No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

31. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.

32. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

32A. Golfers playing the Hillview Country Club course shall have the right of pedestrian ingress and egress to any lot in order to retrieve errant golf balls. This shall not be construed as giving access to golfers to any building on a lot nor to play golf shots from any lot, nor to drive golf carts upon any lot.

33. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments by the Building Committee or the Golfview Villas Association, Inc. as the same become due in a manner therein provided. Assessments shall begin in May 1989. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve per centum (12%) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in factor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The building committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

34. Upon the transfer of ownership of all platted lots Golfview Development L.P. will cause, to be incorporated under the laws of the State of Indiana, not-for-profit corporation under the name "Golfview Villas Association, Inc.", or a similar name, consisting of all lot owners within the subdivision and Hillview Country Club, Inc. by its Board of Directors, as such agency for the purpose of ownership and maintenance of all landscape easement areas as designated on the recorded plat, to assume the rights and duties of the Building Committee as specified in the recorded covenants, and administer and enforce said covenants, disbursing the assessments and charges imposed and created hereby and hereunder or by and under any other agreement to which the property may at any time be subject, and promoting the health, safety and welfare of the owners of the property, and all parts thereof and that said Association shall have the power to establish bylaws, duly recorded in the Office of the Recorder, Johnson County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants.

35. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the building committee and the owners of the lots in the subdivision, their heirs and personal representatives, their successors, or assigns, who are entitled to such relief without being required to show any damage of any kind to the building committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of the City of Franklin, its

successors or assigns, and to Hillview Country Club, Inc. by its Board of Directors.

36. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Johnson County Recorder's Office. except as the same may be amended from time to time, the foregoing covenants will be in full force and effect until March 1, 2013, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners it is agreed that these covenants shall terminate in whole or in part.

37. Invalidation of any of these covenants and restrictions or any part thereof by judgement or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

38. All of the above and foregoing covenants which are applicable to Golfview Development L.P. as owner, shall also be applicable to the developer of the project, known as Golfview Villas, and any subsequent owner who may be substituted for Golfview Development L.P. as owner.

Robert H. Weaver

Golfview Development L.P.
By Hunters Pointe, Inc. General Partner
By Robert H. Weaver, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Robert H. Weaver, known to me to be President of Hunters Pointe, Inc. a General Partner of Golfview Development L.P. an Indiana Limited Partnership, and who separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purpose therein expressed.

Witness my hand and Notarial seal this 8th day of February 1991.

Cynthia L. Morris

Notary Public

Cynthia L. Morris

Notary (typed or printed)

My commission expires:

May 3, 1994

Residing in Johnson County

No._____ RECEIVED FOR RECORD this _____ day of _____, 19__
at _____ M. and recorded in Plat Book _____, Page _____.

_____
Jacquoline E. Keller, Recorder, Johnson County, Indiana

THIS INSTRUMENT PREPARED BY:

FRANKLIN ENGINEERING COMPANY
151 W. JEFFERSON STREET
FRANKLIN, INDIANA 46131

FEB 8 10 12 AM '91

RECEIVED FOR RECORD
BOOK 63 PAGE 246
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER