



DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR HILLTOP FARMS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR HILLTOP FARMS ("Declaration"), made this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by Hilltop Farms, Inc. (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the Plat and Description; and

WHEREAS, Declarant is developing the Real Estate within the tract described, upon which Declarant may, but is not obligated to construct residential facilities, which shall be known as "Hilltop Farms" and which shall be platted by Declarant as shown in the plat;

WHEREAS, the Real Estate has been platted by Declarants as Hilltop Farms, Johnson County, Indiana, in Plat Cabinet \_\_\_\_\_, Slide No. \_\_\_\_\_, as Instrument No. \_\_\_\_\_, on \_\_\_\_\_, 198\_\_\_\_, in the Office of the Recorder of Johnson County, Indiana; and

WHEREAS, Declarant desires to subject the Real Estate to certain additional covenants and restrictions ("Covenants") in order to further ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Hilltop Farms; and

WHEREAS, Declarant desires to provide maintenance of the lake area, and other improvements located or to be located in Hilltop Farms, which are of common benefit to the Owners of certain Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the lake area in Hilltop Farms;

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

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to encourage use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Hilltop Farms, to preserve and maintain proper setbacks from streets and adequate maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Hilltop Farms and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Hilltop Farms.

ARTICLE II.

Definitions For All Purposes Of This Declaration

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

Section 1. Hilltop Farms. The term "Hilltop Farms" means and includes all lots thereof as shall have been platted and recorded by Declarant in accordance with the provisions of this Declaration.

Section 2. Declarant. "Declarant" means Hilltop Farms, Inc., or any other person, firm, corporation or partnership, which succeeds to the interest of Hilltop Farms, Inc. as developer of "Hilltop Farms".

Section 3. Easements. "Easements" refer to those areas reserved as easements on the plat of Hilltop Farms as the same may be recorded.

Section 4. Lot. "Lot" means any of the separate parcels numbered and identified on the plat of Hilltop Farms, as the same may be recorded.

Section 5. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 6. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

ARTICLE III.

General Restrictions

Section 1. Type of Dwellings. All dwellings shall be log type homes, approved by the Architectural Control Committee as designated hereafter.

Section 2. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

Section 3. No building shall be erected, placed or altered on

Section 9. No dwelling which Tot has a width of at the minimum building erected or placed on any on the recorded plat.

Section 6. Easement utilities and drainage recorded plat. No obstruction or improvements shall be

Section 7. At no automobile or truck be p  
Section 8. No nox on upon any lot, nor sha an annoyance or nuisance similar equipment shall more than twenty-four (2

Section 9. No str boat, tractor, semi-truc, barn or other ou any time, nor shall a p No garages or storage bu architecturally compatib the Architectural Contro 3 and 11 hereof.

Section 10. The Ar of three members, appoin have the authority to p necessary to perform its the Committee may design event of death or resign Declarant shall have full Neither the members of t representative shall be performed pursuant to th longer holds title to an Control Committee shall l

Section 11. The Ar disapproval as required the event the Committee approve or disapprove wit specifications have been suit to enjoy the constr of completion thereof, al related covenants shall l with.

Section 12. With v Control Committee, and w the location will not del value of other properties street than above provide

Section 13. Drain and within the right-of-w are not to be altered, du from the approved plans o written permission of the owners must maintain the non-eroding surfaces. W contained on the property or ditches will not be da constructed over these s sized culverts or other al by the appropriate govern changing, damaging, or fa or ditches will be held r given 10 days notice by c which time, if no action Board will cause said repi said repairs will be sent immediate payment. Fallu the property.

Section 14. Onsite with Indiana State Board

Section 15. No sig public view on any lot ex than five square foot, one advertising the property builder or developer to a construction and sales pe

Section 16. No oil refining quarrying, or mi permitted upon or in any mineral excavations, or s derrick or other structur natural gas shall be erec lot.

Section 17. No ani shall be raised, bred or or other household pets m bred, kept or maintained

Section 18. No lot ground for rubbish, trash kept except in sanitary c equipment for the storage kept in a clean and sanit

Section 19. No fen obstructs sight lines at roadways shall be placed triangular area formed by connecting them at points street lines, or in the c intersections of the stre limitations shall apply o intersection of a street o or alley pavement. No tr such distances of such in maintained at sufficient l sight lines.

Section 20. Any fi encountered in constructi subdivision shall be perp subdivision and their suc Drainage Code of 1965.

Section 21. Minimum shall be as follows:

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PROVISIONS FOR HILLTOP

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Section 5. No dwelling shall be erected or placed on any lot which lot has a width of less than that shown on the recorded plat at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded plat.

Section 6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No obstructions, fences, walls or other structures or improvements shall be placed in any such easement.

Section 7. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

Section 8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored outside on any lot for more than twenty-four (24) hours.

Section 9. No structure of a temporary character, trailer, boat, tractor, semi-truck, motor home, basement, tent, shack, barn or other outbuilding shall be permitted on any lot at any time, nor shall a partially completed dwelling be permitted. No garages or storage buildings shall be permitted except those which are architecturally compatible with the main structure and approved by the Architectural Control Committee if applicable pursuant to Sections 3 and 11 hereof.

Section 10. The Architectural Control Committee is composed of three members, appointed by the Declarant. The Committee shall have the authority to promulgate rules and regulations reasonably necessary to perform its function as herein defined. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Declarant shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as Declarant no longer holds title to any lot in Hilltop Farms, the Architectural Control Committee shall be dissolved and cease to function.

Section 11. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove within 30 days after all required plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within 60 days of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 12. With written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided.

Section 13. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on drainage easements or strips, are not to be altered, dug out, filled in, tiled or otherwise changed from the approved plans on file with Johnson County without the written permission of the Johnson County Drainage Board. 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 appropriate governmental body. 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 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

Section 14. Onsite sewage disposal systems shall comply with Indiana State Board of Health regulations.

Section 15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

Section 16. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 17. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

Section 18. No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 19. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 20. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

12/13/15

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ARTICLE II.

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Section 20. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 21. Minimum floor areas for a single family home shall be as follows:

- a. One story structures shall have a minimum of 1,200 square feet of living area.
b. Two story structures shall have a minimum of 1,000 square feet of living area on the ground floor.

Section 22. No multiple dwelling, as the term is used in the Zoning and Master Plan of Johnson County, Indiana shall be permitted.

Section 3. No building shall be erected, placed or altered on any lot until the building, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Section 12. Section 4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 2. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the appropriate officials of Johnson County, Indiana, to cut weeds or clear the refuse from the lot at the expense of the Owner, and there shall be a lien against said lot for the expense thereof. Section 5. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any lot.

Section 6. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any lot, so long as such holder does not hold both legal and equitable title thereto. Section 7. Type of Dwellings. All dwellings shall be log type homes, approved by the Architectural Control Committee as designated hereafter.

General Restrictions

ARTICLE III.

Section 8. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any lot, so long as such holder does not hold both legal and equitable title thereto.

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Section 18. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 19. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use.

Section 20. No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 21. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

Section 22. Minimum floor areas for a single family home shall be as follows:

- a. One story structures shall have a minimum of 1,200 square feet of living area.
b. Two story structures shall have a minimum of 1,000 square feet of living area on the ground floor.

Section 23. No multiple dwelling, as the term is used in the Zoning and Master Plan of Johnson County, Indiana shall be permitted.

Engineers and Land Surveyors

Franklin Engineering Company

151 West Jefferson Street  
Franklin, Indiana 46131



(317) 736-7168

(317) 738-4549

HILLTOP FARMS

RESTRICTIVE COVENANTS

DESIGNED:  
DRAWN:  
CHECKED:

Table with columns: REVISIONS, PROJ. NO., SCALE, DATE, FILE NO. (2523 B), SHT OF

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ARTICLE IV

Covenants for Co-Owners of Lake Area

Section 1. Lake Area, comprising approximately 2.5 acres, shall be owned as platted by the owners of lots 1, 8, 9 and 10 as shown on the plat of Hilltop Farms.

Section 2. The owners of said lots, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake, provided, however, such use and enjoyment may not interfere with the drainage system of the subdivision of which the lake is a part. The owners of said lots shall have the obligation to maintain the drainage scheme as it relates to the lake area and the lake structures per approved plans and specifications with the Johnson County Drainage Board and Johnson County Health Department. In the event that any portion of the dam for the Lake is within the newly dedicated road right-of-way, the Johnson County Commissioners and or the Johnson County Highway Department shall have no responsibility or liability for maintenance or upkeep of the dam.

Section 3. Until such time as four lots are sold adjacent to said lake, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

Section 4. Upon conveyance of four lots adjacent to the lake the co-owners shall form an association in which each lake lot owner shall have one vote in the selection of a Board of Managers which shall consist of four (4) members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake including the easements adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

Section 10. No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in siltling or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper lake management.

The Board of Managers, in behalf of the property owners in Hilltop Farms or any co-owner subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

ARTICLE V

Term

This Declaration shall be effective until January 1, 2012, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VI

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining its relief, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

Section 5. Rights otherwise provided in Article IV shall defeat or render inoperative, that if all or however, that if all or under a foreclosure of a his successors and assign subject to this Declaration notwithstanding, the Owner amendment to this Declaration or any Mortgage holding, in or any portion of the Real Estate.

Section 6. Effect Declaration is held to be such provision shall not provisions hereof.

Section 7. Sections are used for convenience this Declaration or in a scope and intent of the Declaration shall be made (a) upon personal delivery designated in writing by the deposit thereof in a first class postage prepaid envelope to the address of Treasurer of Johnson County.

Section 9. Provisions intend that the Real Estate that the Covenants contain title of the Declarant or title owner of all or a Declaration is executed

Section 10. Reserves the right to modify or amend the provisions for the Hilltop Farms; provided make any amendment which rights of any Mortgagee, benefits of this Declaration increases the obligation of other than those required by government.

All streets shown are hereby dedicated to the use of the West side of County commonly known as Nineveh the right to keep and maintain a small lake existing with in Johnson County, Indiana its successors and assigns reserves to itself, its a and agrees to hold Johnson charges or damages arising this dam or levy on the a this plat.

IN WITNESS WHEREOF to be executed on the date of

STATE OF INDIANA ) ) SS: COUNTY OF JOHNSON )

Before me, a notary public, personally appeared the undersigned, known to me and who having been duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears to me.

My Commission Expires: 8-16-90

APPROVED by the Johnson County Board of Commissioners on this 15th day of AUGUST 1987.

By: Ron Eastburn, President

Under authority provided by the State of Indiana of County Commissioners of Johnson County, Indiana, I hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.

APPROVED by the Johnson County Board of Commissioners on this 15th day of AUGUST 1987.

By: [Signature]



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Lake Area

Approximately 2.5 acres, lots 1, 8, 9 and 10 as

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January 1, 2012, n (10) years each, in the Owners of .2/3) of the Mortgagees inate this shall terminate as of is taken.

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ant and each Owner of ther or not it shall i agreed to each and nditions, contained in ot. Declarant and Declaration against and under applicable or such enforcement at for any failure to , and conditions, each such Owner shall er, that the ot operate to release ply with this ad such interest.

Section 5. Rights of Mortgages. Except to the extent otherwise provided in Article IV no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions hereinabove notwithstanding, the Owners shall have no right to make any amendment to this Declaration which materially impairs the rights of any Mortgage holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the latest tax records of the Treasurer of Johnson County, Indiana.

Section 9. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant (except provisions for the drainage scheme approved by the Johnson County Board of Board), so long as Declarant owns at least three (3) lots within Hilltop Farms; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner other than those required by law or by any agency of the U. S. government.

All streets shown on the plat and not heretofore dedicated, are hereby dedicated to the Public.

Dedication of right-of-way as per this plat for the widening of the West side of County Road 100 East, Johnson County, Indiana, commonly known as Nineveh Road is subject to the grantor retaining the right to keep and maintain in perpetuity a dam and/or levy impounding a small lake existing within Hilltop Farms Subdivision, a subdivision in Johnson County, Indiana. The grantor reserves to itself, to its successors and assigns, the ownership of this dam or levy and reserves to itself, its assigns and successors, the rights and responsibility for the maintenance of this dam and levy; and further, covenants and agrees to hold Johnson County harmless from any maintenance charges or damages arising from the existence and maintenance of this dam or levy on the additional road right-of-way dedicated by this plat.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date and year first above written.

HILLTOP FARMS, INC.

Thomas F. Pfehler, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF JOHNSON )

Before me, a notary public, and for said county and state, personally appeared Thomas F. Pfehler, President of Hilltop Farms, Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

Witness my hand and seal this 11th day of NOVEMBER 1987.

Debra D. Burton  
Notary Public  
Debra D. BURTON  
Printed  
Resident of JOHNSON County

My Commission Expires: 2-16-90

CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for approval of this subdivision by publication more than ten days before the date of hearing, under authority provided by Chapter 174, Acts of 1947, and Chapter 138, Acts of 1957, enacted by the Indiana General Assembly, and all acts supplemental and amendatory thereto, this plat was given approval by a majority of the members of the Johnson County Plan Commission at a meeting held on 3RD day of AUGUST, 1987.

APPROVED by the Johnson County Plan Commission at a meeting held August 3, 1987.

Ron Eastburn, President

Rick Chase, Secretary

Under authority provided by Chapter 47, Acts of 1951, the General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 13TH day of OCTOBER, 1987.

Maurice McCarty, President  
William A. Ray, Secretary

APPROVED by the Johnson County Drainage Board this 13TH day of OCTOBER, 1987.

\* C-310

Section 5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to Lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake including the easements adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

Section 6. Assessments shall be equally paid by each voting member within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

Section 7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any co-owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

Section 8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

Section 9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

Section 10. No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in siltting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper lake management.

The Board of Managers, in behalf of the property owners in Hilltop Farms, or any co-owner subject to these Lake Covenants, and the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

ARTICLE V  
Term

This Declaration shall be effective until January 1, 2012, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE VI  
General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Approval of this plat does not guarantee the availability of a septic system installation permit. Specific building sites will be evaluated on an individual basis prior to permit issuance.  
APPROVED BY the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

*John Bonsett*  
John Bonsett, County Sanitarian

COPY RECEIVED BY Plan Commission Director

*David Thomas*  
David V. Thomas

COPY RECEIVED BY County Ass

CHICAGO TITLE

Section 9. Provi intends that the Real Estate that the Covenants cont title of the Declarant title owner of all or e Declaration is executed

Section 10. Rese reserves the right to n may be deemed necessary provisions for the dra Board), so long as Hilltop Farms; provide make any amendment whic rights of any Mortgage benefits of this Declar increases the obligatio other than those requir government.

All streets shown are hereby dedicated to

Dedication of rigl of the West side of Coun commonly known as Nineve the right to keep and ma a small lake existing wi in Johnson County, India its successors and assig reserves to itself, its for the maintenance of t and agrees to hold Johns charges or damages arisi this dam or levy on the this plat.

IN WITNESS WHEREFO to be executed on the da

STATE OF INDIANA )  
COUNTY OF JOHNSON ) SS:

Before me, a notar personally appeared John and who having been duly therein contained are th Witness my hand and seal 1987.

My Commission Expires: 2-14-90

After having given of hearing on the applica publication more than ten provided by Chapter 174, enacted by the Indiana Ge and amendatory thereto, t of the members of the JON held on 3RD day of AN

APPROVED by the Johnson C 3 AUGUST 1987

*Ron Eastburn*  
Ron Eastburn, President

Under authority pro Assembly, State of Indian of County Commissioners o on the 15TH day of MA

*Samuel H. Russell*  
Russell H. Russell

APPROVED by the Johnson Co 1987

*Samuel H. Russell*  
Russell H. Russell

ENTERED FOR TAXATION THIS ]

NO. 17348 RE  
Plat Ordinance 17348 51

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SHT	OF
FILE NO:	8523A
DATE:	
SCALE:	
PROJ. NO.:	
DATE	REVISION

Engineers and Land Surveyors

**Franklin Engineering Company**

151 West Jefferson Street  
Franklin, Indiana 46131

(317) 736-7168

(317) 738-4549

RESTRICTIVE COVENANTS

HILLTOP FARMS

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