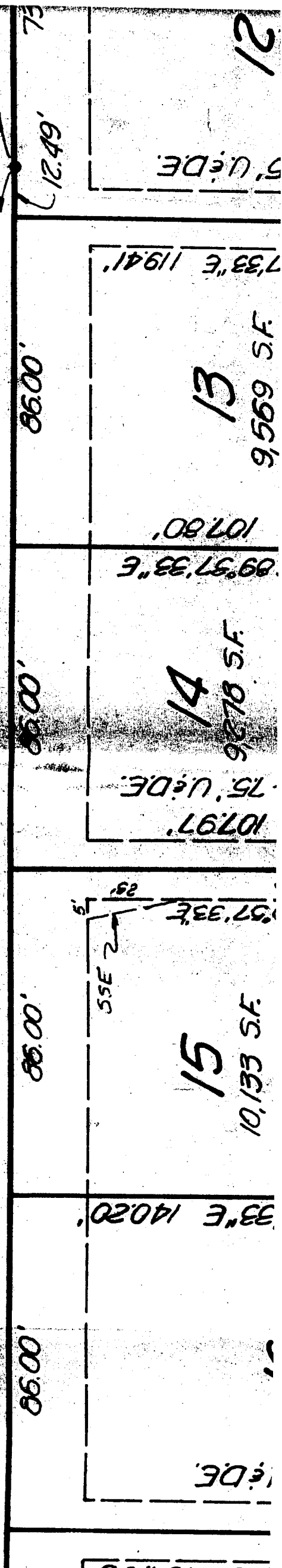


HILLVIEW VILLAGE

FRANKLIN, INDIANA

698.41'



RESTRICTIVE COVENANTS

We, the undersigned EARLYBIRD DEVELOPMENT, INC., owners 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 HILLVIEW VILLAGE, 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 judgment 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 single-family residential use and will have erected thereon dwellings which shall 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 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

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 Hillview Village, 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 structure, including fences, shall be built on any drainage, sewer or utility easement.

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 Jack Early, Michael Flaherty and Gary Weaver, or by their successors; in the event of the death, disability or 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 lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Franklin

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.

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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 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.

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 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.

11. ~~10. 100 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.

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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. All laundry shall be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on 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 for any purpose shall be permitted unless approved by the building committee. No outside television antennas will be permitted if a master antenna is available for a 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

31A. Walk easements (W.E.) are hereby established as set forth on the recorded plat for the purposes of construction and maintenance of sidewalks to allow public passage therein.

32. It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance, or other activity.

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 as the same become due in a manner herein provided. 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

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 as the same become due in a manner herein provided. 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 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 Earlybird Development, Inc., will cause, to be incorporated under the laws of the State of Indiana, a not-for-profit corporation under the name "Hillview Village Association, Inc.", or a similar name, as such agency for the purpose of ownership and maintenance of all common 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 belaws, duly recorded in the Office of the Recorder, Johnson County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants. X

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.

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

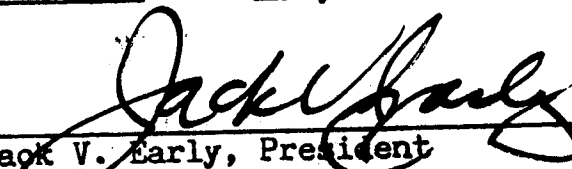
purpose of ownership and maintenance of all common areas of the Building Committee the recorded plat, to assume the rights and duties of the Building Committee as specified in the recorded covenants, and administer and enforce said covenants, disbursing the assessments and charges imposed and created 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 belaws, duly recorded in the Office of the Recorder, Johnson County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants.

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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 judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

WITNESS OUR HANDS AND SEALS THIS 16TH DAY OF MARCH, 1988.

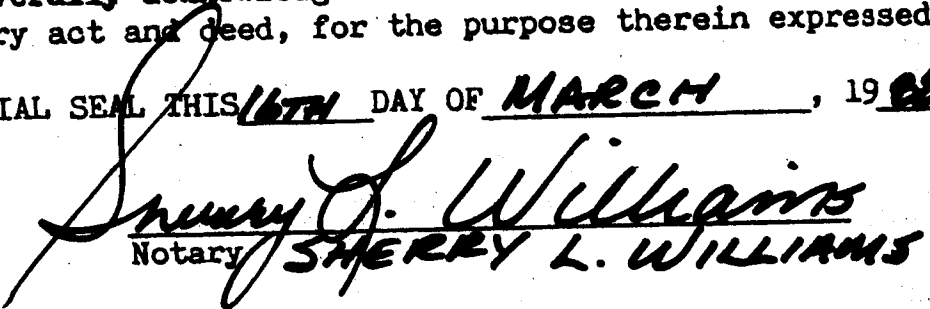


Jack V. Early, President
Earlybird Development, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Jack V. Early, President of Earlybird Development, Inc., 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 16TH DAY OF MARCH, 1988.


Notary SHERRY L. WILLIAMS

Residing in Johnson County

My Commission expires May 5, 1989

93010392

RULES AND REGULATIONS

OF

HILLVIEW VILLAGE HOMEOWNERS ASSOCIATION, INC.
HILLVIEW VILLAGE, PLAT CABINET C, pages 337-339

ARTICLE I

SALES OF HILLVIEW VILLAGE SECTION I UNITS
AND INFORMATION ON OCCUPANT AND OWNERSHIP

A. Statement of Sale. Prior to closing with a potential purchaser, any unit owner selling a Hillview Village shall furnish the Hillview Village Association with a statement signed by the owner and the prospective purchaser containing the following information:

1. Identifying the unit
2. Name(s) of the seller
3. Names(s) of the purchaser
4. Statement that the purchaser has been given a copy of the rules and regulations, and that the purchaser has agreed to abide by same.

B. Occupancy and Ownership: Each unit resident homeowner is required to inform the Associations' Board of Directors of any change in name, mailing address or telephone numbers at work and at home of occupants within the unit. Telephone numbers of owners and residents will only be used in connection with the maintenance and operation of the property and in the enforcement of the rules and regulations.

C. Enforcement Policy. See Article IX

ARTICLE II

ARCHITECTURAL CONTROL

A. In order to establish and preserve the harmony of the external design of Hillview Village, home owners are not permitted to alter, change or modify the original construction of buildings. No alterations may be made in such plans or specifications until approval is given in writing. Such items as fences, sidewalks, exterior color, awnings, poles or trees or shrubs which constitute any major planting or revision of landscaping are within the purview of Article IV, Section I of the Master declaration of

Page 2

Covenants, conditions and restrictions.

Any future cost to repair or maintain the addition/improvement will be at the sole expense of the Homeowner affected.

B. The architectural committee, as appointed by the Board, is concerned for the welfare and safety of the residents and how construction may affect the harmony and value of the external design. Your request to the Board for any items which encroach on or into the common area will be objectively reviewed and formally approved or disapproved by the Board.

C. Each of us must realize that when items are added to the common area the cost for subsequent work such as mowing, fertilizing, trimming, etc., may cause the provider to raise his cost estimate to reflect this added labor requirement.

D. The following are examples of prohibitions and/or controlled items which must be presented, in writing, for approval or disapproval to the Board of Directors.

1. Landscaping and planting (trees, shrubs, bushes or vines)
2. Porches, new decks, including screening and lattice work.
3. Exterior color change
4. Awning, tents, canopies, shutters
5. Permanent benches, wood piles
6. Saunas, hot tubs, pools
7. Childrens' play areas, poles, basketball goals
8. Window Air-conditioners, fans
9. Towers, poles or antenna, disks
10. Any other decorations or utilitarian equipment or accessory
11. Spot lights, security lights - affected Homeowners/neighbors should agree on placement

A file of all requests, either approved or disapproved will be maintained for Board use.

ARTICLE III

LATE FEE ASSESSMENT PROCEDURE

Whereas the Board of Directors has established a policy regarding late payments, the following procedure has been implemented in the collection of Homeowners' regular assessments effective June 1992.

A. Assessment fees are due to the accountant of Hillview Village on the first day of each month with a grace period to the fifth day

Page 3

of the month.

- B. Late notices will be sent on the 15th day of each month on all past due accounts. A 10% late charge will be added to any delinquent account at that time.
- C. If payment is not received by the accountant by the 15th of the following month a registered "intent to file lien" notice will be sent to the owner who is delinquent in payment of assessment fee. Then if payment is not received within 10 days of the receipt of this formal letter, a lien will be filed against the property in question.
- D. When a maintenance fee becomes 60 days past due, a claim will be filed in Small Claims Court. All filings and any court and legal costs will be charged to the delinquent homeowner.
- E. There will be a \$25.00 charge for each check returned as a result of non-sufficient funds.
- F. Any complaints arising from the above procedure are to be handled by the Board of Directors.

ARTICLE IV

PETS, DISTURBANCES, NUISANCES

- A. Keeping of Pets (dogs, cats, caged birds or other unobjectionable domestic pets) is permitted providing they are not kept, bred or maintained for commercial purposes. However, such pets, if kept, may not be outside on the common area (Lawns, streets, etc.) unless under the direct control and supervision of the owner (on leash or carried by owner).
- B. Disturbance or Nuisance. If any pet is creating a nuisance, causing a disturbance, or damages to any landscaped area the owner can be ordered by the board to remove the offending pet from the premises and repair any damage which the pet may have created.
- C. Responsibility. Any resident housing a pet assumes full responsibility and liability for personal injury or property damage caused by their pet. The Association is not responsible for any liability arising from allowing pets to reside or use the common areas within Hillview Village.
- D. Penalty. If three written complaints are received on a pet, the Board will have the right to levy a fine. The fine will be determined on an individual basis by the Board, based on the nature of the violation. In addition, the Board of Directors may ask that

Page 4

the pet be permanently removed from the property.

E. Unattended Animals. The Municipal Dog Pound is authorized to enter the property and pick up all unattended animals.

ARTICLED V

PARKING, VEHICLES AND STREETS

A. Resident Parking. Appurtenant to each unit is the right to use a certain designated parking area located in the driveway area adjacent to that dwelling unit. The number of vehicles which may be parked in such an area by any owner shall not exceed the number of automobiles for which such owner's garage space is designated. No owner shall park any vehicle on a recurrent or permanent basis in any location other than in his garage or his designated driveway.

B. Guest Parking. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invites of any owner, which shall be located only upon the streets. Owners should caution guests not to park on grassed areas. All residents are responsible for the actions of their guests and have the duty to see that guests obey these rules and regulations.

C. Speed Limits. Speed limit on Hillview Village streets is 20MPH, in keeping with speed limits in residential areas. Careful, defensive driving is expected by all residents and their guests. Residents are reminded that children are now living Hillview Village, also many residents use our streets for walking. Horn blowing, rapid acceleration, and screeching of tires are prohibited in all areas of Hillview Village.

D. Vehicle restrictions and repairs. No boats of any style or type, campers, trailer of any kind, buses, mobile recreational vehicles, motorcycles, minibikes, commercially licensed vehicles, or any other unconventional vehicles or conveyance of any description shall be kept upon the properties (except in enclosed garages) nor shall the repair or extra-ordinary maintenance of automobiles or other conveyances be permitted at any time. Any exceptions to the above must be approved by the Board.

E. Towing. The Board may have any vehicle violation of these rules towed from the premises and stored at the expense of the vehicle owner.

ARTICLE VI

CARE OF LANDSCAPING (PRIVATE AND COMMON GROUNDS)

A. Landscaping. Landscaping only if inconsistent with relation to the neighborhood is to be approved by the Board of Directors in order to have uniformity in the area. Small vegetable gardens are permitted with approval by the Board of Directors.

B. The Board of Directors will monitor homeowners' grass area (near home) to assess who, if any, are not complying with this policy. Those not complying will be notified by the Board of Directors that they are in violation of policy; and they may be assessed for the cost of the Association having it done for them.

Green Areas. No litter or personal property shall be left in this area. Nothing shall be done in this area which is detrimental to the plant life or sod.

C. Landscape responsibilities of Homeowners. Homeowners are responsible for the care, watering, trimming, weeding plantings in the area of your dwelling and the strip of ground between the driveways. Those plantings (trees, shrubs, etc) which have been approved by the Board of Directors for planting by the homeowner in the common area will become common property and be maintained by the homeowner.

ARTICLE VII

CHILDREN

A. Parents Responsibility. Parents and Grandparents are responsible for their children's activities in the common areas. There could be an accident and Parents and Grandparents could be held responsible for negligence.

B. Play Safety. Parents and Grandparents, please counsel your children about play safety. They may ride their bicycles on the streets, but with due caution. Noise should be held to a low level. The Association Common Area belongs to all of the owners and is not to be used as a playground. Grass, shrubs, trees, flowers etc., and pond must not be disturbed. Other dangerous areas which children must avoid are patios, culverts and electrical and CATV boxes.

C. We would further encourage Parents and Grandparents to remind children of the necessity for the observing and respecting the privacy of homeowners.

D. Remember, your children and all children visitors are subject to all of the other rules and regulations not contained in this Article.

ARTICLE VIII

MISCELLANEOUS

A. Snow Removal. Snow will be removed from walks and driveways at a two-inch accumulation or more. At that time, the following factors will be considered concerning removal; time of day, how much additional snow is expected, how hard the wind is blowing, and weather forecasts. The contractor cannot remove around parked cars, so please park in your garage whenever possible. Snow removal is on an as-required basis but pertains only to walks and driveways. Removal of snow from decks is the responsibility of homeowners.

B. Trash Removal. It is the owners' responsibility to clean up all scattered trash whether caused by the wind, pets, or other animals. Please dispose of food scraps by using closed containers. Containers must be moved back into the garage on the same day as trash pick-up.

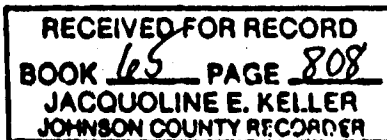
C. Noise or Disturbances. No trade or business shall be carried on in the area and no offensive or obnoxious activity is permitted which is or may become an annoyance or nuisance to any other homeowner.

D. Signs. Open house or sale signs may be posted in a front window. No other signs of any character shall be erected, posted or displayed upon or about any dwelling or common area unless specifically permitted by written resolution adopted by the Board of Directors.

E. Garage Doors. Garage doors are to be kept closed except when entering or departing from the garage or when doing maintenance work.

F. Wood Stacks. It should be unobtrusively and neatly stacked to permit a free flow of air on all sides, top and bottom of the pile. This means all firewood should be off the ground several inches and not lean or rest against other wooden or soft material; thus, not against the Building.

G. Outside Light Replacement. Outside lighting bulb replacement for garage and/or porch is the responsibility of the homeowner and not the Association. This policy pertains also to the gas lights.



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H. Security. We do not provide a security force at Hillview Village, therefore, we urge everyone to look out for each other. If you observe questionable people or happenings, do not hesitate to call the Franklin Police Department.

I. Garage Sales. Garage sales are prohibited at all times. The Board of Directors, with majority vote, may give permission for the Association to hold an all-resident garage sale. Written request must be made to the Board of Directors four(4) weeks prior to the sale and homeowners must be notified and invited to participate.

J. Sympathy Flowers. Remembrance flowers will only be sent to Hillview Village Homeowners who are currently residing in Hillview Village, upon the death of an immediate family member.

K. Hoses. Those hoses which are left outside in the warmer months, either should be on a reel, an off ground hanger, or coiled in the homeowners' flower area. This will facilitate lawn mowing.

L. Declaration and By-Laws. These rules and regulations are supplemental to those contained in the Code of By-Laws.

M. Complaints or Suggestions. Complaints or suggestions should be made in writing and mailed to the Board of Directors.

ARTICLE IX

ENFORCEMENT POLICY

A. Any violation of the published rules and regulations is subject to various degrees of enforcement by the Board of Directors at Hillview Village. Enforcement of the Rules and Regulations can include, but is not limited to fines and court actions if deemed necessary and appropriate by the Board of Directors.

B. It is the desire of the Board of Directors to protect the property values and living conditions of all owners. The constant goal of the Board is to attain and preserve those qualities we all appreciate - harmony, security, and friendship.



Hillview Village Homeowners Association, Inc.

Joanne Throckmorton
Joanne Throckmorton, President

Subscribed and sworn to before me, a Notary Public in and for the County of Johnson, State of Indiana this 24th day of May, 1993.

My commission expires
Feb. 10, 1996

Prepared by: Joanne Throckmorton

Dorothy L. Peters
Dorothy L. Peters, Notary Public
residing in Johnson County, Indiana