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RULES AND REGULATIONS
OF
HILLVIEW VILLAGE HOMEOWNERS ASSOCIATION, INC.

PREAMBLE

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.

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 at 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. Leasing/rentals.

1. Homeowners must notify the Board of Directors when planning to lease or rent a unit.
2. Homeowner lease will include copies of Bylaws and Rules and Regulations of Hillview Village Homeowners Association, Inc. with agreement by the lessor/renter to abide by same.

D. 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 are within the pervue of Article IV, Section I of the Master declaration of 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. Porches, new decks, including screening and lattice work.
2. Exterior color change
3. Awning, tents, canopies, shutters
4. Permanent benches, wood piles
5. Saunas, hot tubs, pools
6. Childrens' play areas, poles, basketball goals
7. Window Air-conditioners, fans
8. Towers, poles, outside antenna, large disks are prohibited. The small 18" disk is allowed so long as it is installed under the following stanuards:
 - a. Homeowner notifies the Board of Directors of intention to install 18" disk.

- b. The Board works with the homeowner regarding location and compliance with city ordinance.
9. Any other decorations or utilitarian equipment or accessory (such as out-buildings or mini-barns)
 10. Spot lights, security lights - affected Homeowners/neighbors should agree on placement
 11. Dead trees/shrubs removal is the responsibility of the homeowner unless on common ground.
 12. Permanent clothes lines are not allowed. Portable lines, down when not in use, are allowed.
- A file of all requests, either approved or disapproved will be maintained for Board use.

ARTICLE III

LATE FEE ASSESSMENT PROCEDURE

Late fee Procedure Revision effective July 1996

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 Tenth (10th) day of the month.

B. Late notices will be sent after the 10th day of each month by the secretary of the Homeowners Association.

A 10% late charge will be added to any delinquent account at that time.

C. Payment not received by the 10th of the following month, the Secretary will send "registered" intent to file lien notice. 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 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.

ARTICLE 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.

ARTICLE VI

CARE OF LANDSCAPING (PRIVATE AND COMMON GROUNDS)

A. Landscaping. Landscaping only if inconsistent with relation to the neighborhood is to be approved 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 no further than five (5) feet from front exterior of unit. 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.

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. Immediate family is defined as Mother, Father, Brother, Sister, Spouse, Child.

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.

Margaret J. Riley
President, Hillview Village
Homeowners Association, Inc.

Subscribed and sworn to before me, a Notary Public, this 25th day of July
1996.

My commission expires:
Feb. 10, 1999

Dorothy L. Peters
Dorothy L. Peters, Notary Public

This instrument was prepared by Peggy Riley, President Hillview Village Homeowners Association, Inc.