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JOHNSON COUNTY
RECORDER
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PAGES: 47

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

17-70057

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

WITNESSETH:

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

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

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

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

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

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

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



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

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

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

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

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

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

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

his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Areas for purposes of maintenance only. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling or any part of the enhancement of values in the Homesteads at Hillview Community. Such maintenance and repairs include but are not limited internal water lines, plumbing, electric lines, gas lines, appliances and other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

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

Section 2. By the Association. Subject to the foregoing provisions relative to lots within Village Green and to the following, maintenance, repairs, replacement and upkeep of the Common Areas and the Common Maintenance Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

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

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

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

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

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

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

Village Green Developers LLC by:

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

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

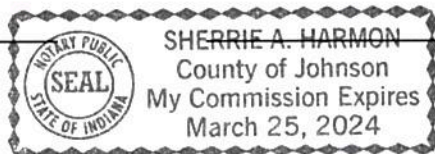
On this 1st day of September, 2017, before me, a Notary Public, personally appeared Barbara Z. Grimmer, Trustee and Thomas D. Grimmer, Business Trustee of the John E. Grimmer Living Trust dated September 10, 1966, personally known to me to be the same persons described herein and who executed the within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

[Signature]

My Commission Expires:

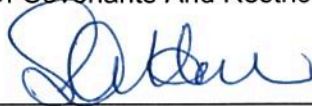
Notary Public, residing in

County, Indiana



STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

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



My Commission Expires:

Notary Public, residing in

County, Indiana



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

/s/ James R. Admire

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

EXHIBIT "A"
Legal Description

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

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

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

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



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

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

EXCEPTING THEREFROM:

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

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

EXHIBIT "A" PAGE 3 OF 3

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

CONTAINING 14.164 ACRES, MORE OR LESS.



EXHIBIT "B"
Preliminary Plat

PRELIMINARY PLAT HOMESTEADS AT HILLVIEW

SHEET 2 of 2

THESE PRELIMINARY PLATS
ARE FOR INFORMATION ONLY
AND ARE NOT TO BE USED FOR
ANY PURPOSES WITHOUT THE
APPROVAL OF THE PROJECT
ENGINEER.

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



ALL LOTS ARE TO BE PLATTED
IN ACCORDANCE WITH THE
INDIAN LAND RIGHTS ACT, AS
AMENDED BY THE INDIANA
CONSTITUTION, AND THE
INDIAN LAND RIGHTS ACT, AS
AMENDED BY THE INDIANA
CONSTITUTION.

Curve Table					Curve Table					Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length
1	304.42	1000.00	40° 00' 00"	304.42	17	204.42	1000.00	40° 00' 00"	204.42	33	204.42	1000.00	40° 00' 00"	204.42
2	104.42	300.00	40° 00' 00"	104.42	18	204.42	1000.00	40° 00' 00"	204.42	34	204.42	1000.00	40° 00' 00"	204.42
3	104.42	300.00	40° 00' 00"	104.42	19	204.42	1000.00	40° 00' 00"	204.42	35	204.42	1000.00	40° 00' 00"	204.42
4	304.42	1000.00	40° 00' 00"	304.42	20	204.42	1000.00	40° 00' 00"	204.42	36	204.42	1000.00	40° 00' 00"	204.42
5	304.42	1000.00	40° 00' 00"	304.42	21	204.42	1000.00	40° 00' 00"	204.42	37	204.42	1000.00	40° 00' 00"	204.42
6	304.42	1000.00	40° 00' 00"	304.42	22	204.42	1000.00	40° 00' 00"	204.42	38	204.42	1000.00	40° 00' 00"	204.42
7	304.42	1000.00	40° 00' 00"	304.42	23	204.42	1000.00	40° 00' 00"	204.42	39	204.42	1000.00	40° 00' 00"	204.42
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39	204.42	1000.00	40° 00' 00"	204.42	55	204.42	1000.00	40° 00' 00"	204.42	71	204.42	1000.00	40° 00' 00"	204.42
40	204.42	1000.00	40° 00' 00"	204.42	56	204.42	1000.00	40° 00' 00"	204.42	72	204.42	1000.00	40° 00' 00"	204.42
41	204.42	1000.00	40° 00' 00"	204.42	57	204.42	1000.00	40° 00' 00"	204.42	73	204.42	1000.00	40° 00' 00"	204.42
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46	204.42	1000.00	40° 00' 00"	204.42	62	204.42	1000.00	40° 00' 00"	204.42	78	204.42	1000.00	40° 00' 00"	204.42
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51	204.42	1000.00	40° 00' 00"	204.42	67	204.42	1000.00	40° 00' 00"	204.42	83	204.42	1000.00	40° 00' 00"	204.42
52	204.42	1000.00	40° 00' 00"	204.42	68	204.42	1000.00	40° 00' 00"	204.42	84	204.42	1000.00	40° 00' 00"	204.42
53	204.42	1000.00	40° 00' 00"	204.42	69	204.42	1000.00	40° 00' 00"	204.42	85	204.42	1000.00	40° 00' 00"	204.42
54	204.42	1000.00	40° 00' 00"	204.42	70	204.42	1000.00	40° 00' 00"	204.42	86	204.42	1000.00	40° 00' 00"	204.42
55	204.42	1000.00	40° 00' 00"	204.42	71	204.42	1000.00	40° 00' 00"	204.42	87	204.42	1000.00	40° 00' 00"	204.42
56	204.42	1000.00	40° 00' 00"	204.42	72	204.42	1000.00	40° 00' 00"	204.42	88	204.42	1000.00	40° 00' 00"	204.42
57	204.42	1000.00	40° 00' 00"	204.42	73	204.42	1000.00	40° 00' 00"	204.42	89	204.42	1000.00	40° 00' 00"	204.42
58	204.42	1000.00	40° 00' 00"	204.42	74	204.42	1000.00	40° 00' 00"	204.42	90	204.42	1000.00	40° 00' 00"	204.42
59	204.42	1000.00	40° 00' 00"	204.42	75	204.42	1000.00	40° 00' 00"	204.42	91	204.42	1000.00	40° 00' 00"	204.42
60	204.42	1000.00	40° 00' 00"	204.42	76	204.42	1000.00	40° 00' 00"	204.42	92	204.42	1000.00	40° 00' 00"	204.42
61	204.42	1000.00	40° 00' 00"	204.42	77	204.42	1000.00	40° 00' 00"	204.42	93	204.42	1000.00	40° 00' 00"	204.42
62	204.42	1000.00	40° 00' 00"	204.42	78	204.42	1000.00	40° 00' 00"	204.42	94	204.42	1000.00	40° 00' 00"	204.42
63	204.42	1000.00	40° 00' 00"	204.42	79	204.42	1000.00	40° 00' 00"	204.42	95	204.42	1000.00	40° 00' 00"	204.42
64	204.42	1000.00	40° 00' 00"	204.42	80	204.42	1000.00	40° 00' 00"	204.42	96	204.42	1000.00	40° 00' 00"	204.42
65	204.42	1000.00	40° 00' 00"	204.42	81	204.42	1000.00	40° 00' 00"	204.42	97	204.42	1000.00	40° 00' 00"	204.42
66	204.42	1000.00	40° 00' 00"	204.42	82	204.42	1000.00	40° 00' 00"	204.42	98	204.42	1000.00	40° 00' 00"	204.42
67	204.42	1000.00	40° 00' 00"	204.42	83	204.42	1000.00	40° 00' 00"	204.42	99	204.42	1000.00	40° 00' 00"	204.42
68	204.42	1000.00	40° 00' 00"	204.42	84	204.42	1000.00	40° 00' 00"	204.42	100	204.42	1000.00	40° 00' 00"	204.42
69	204.42	1000.00	40° 00' 00"	204.42	85	204.42	1000.00	40° 00' 00"	204.42					
70	204.42	1000.00	40° 00' 00"	204.42	86	204.42	1000.00	40° 00' 00"	204.42					
71	204.42	1000.00	40° 00' 00"	204.42	87	204.42	1000.00	40° 00' 00"	204.42					
72	204.42	10												

UTILITY PLAN - PRELIMINARY PLAT HOMESTEADS AT HILLVIEW

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

LEGEND

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

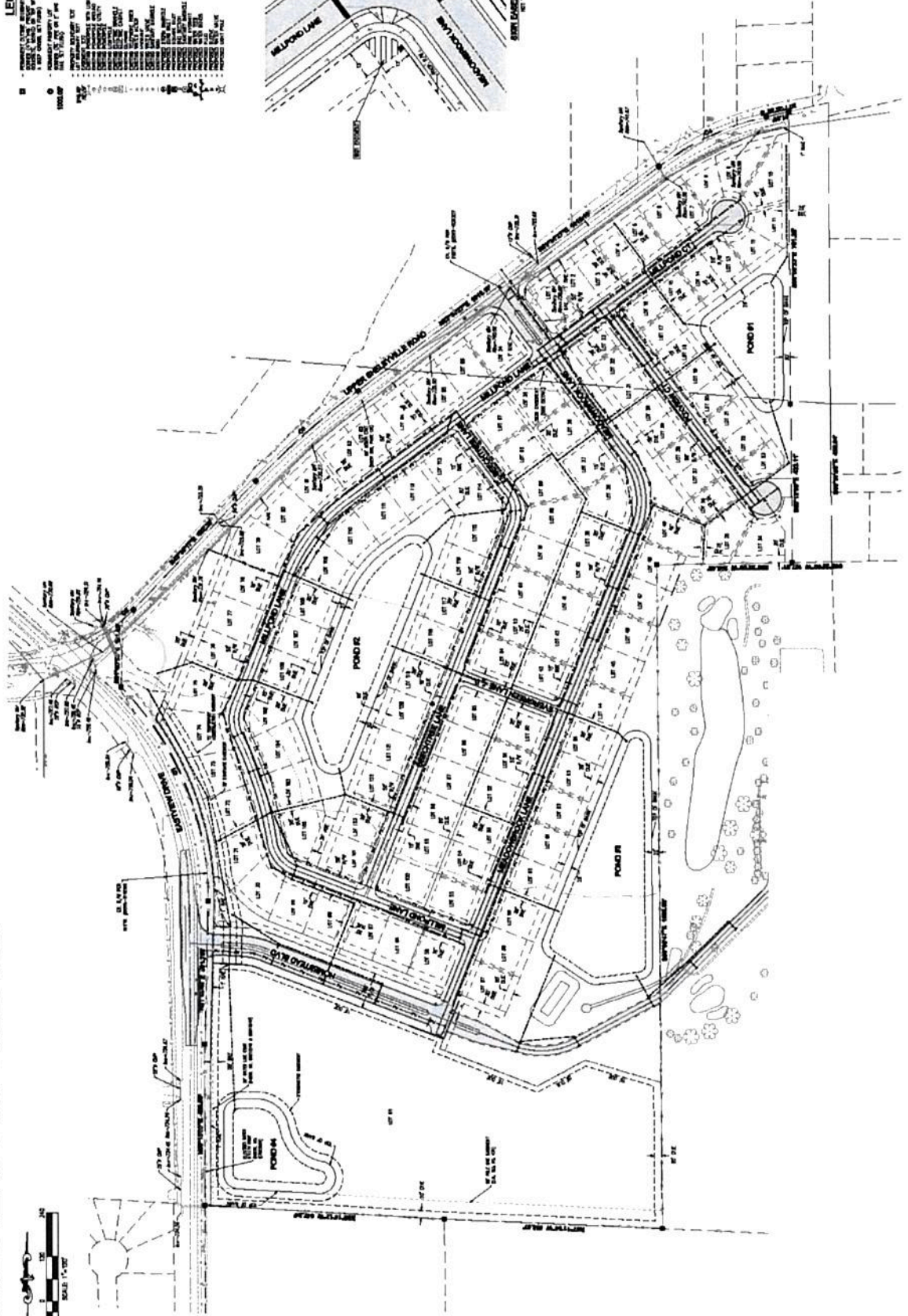
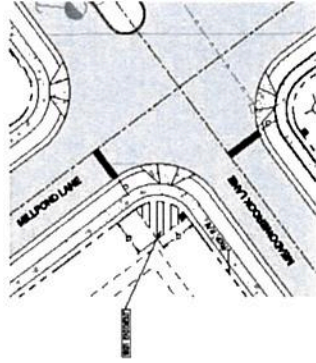


EXHIBIT "C"
Detailed PUD Plan

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



Spurport Supplements	Land Based Medicated Feeding	Collector Based Feeding
Spigots		
Hot Barbs	1.5 inches	1 inch
Hot Bait	2.5 inches	2 inches
Hot Bait		4 inches
Composites Appropriate for Use	8 inches	8 inches
Hot Barbs	1.5 inches	1.5 inches

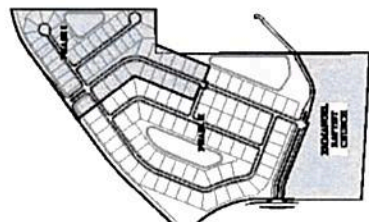
[illegible]

PARADOX OF THE DETAIL

THESE PRESERVATION NOTES

LOCAL STREET - LOT LAYING OUTCHURCHY THIS EQUALLY

THE 1999-2000 FISCAL YEAR WAS A SUCCESSFUL one for the City of San Jose. The City's financial position is strong, and the City's financial performance is excellent. The City's financial performance is excellent.



PREPARED BY:



**Transportation &
Developmental Concepts**
MARCH 8, 2017

EXHIBIT C

EXHIBIT "D"
Trust Consent

EXHIBIT D

CONSENT OF PROPERTY OWNER

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT D

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

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

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

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

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

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana

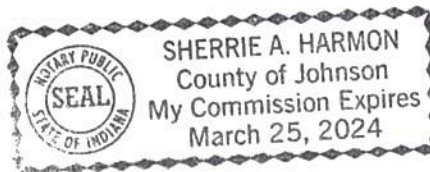


EXHIBIT "E"
Grimmer Enterprises Consent

Exhibit "E"

CONSENT OF PROPERTY OWNER

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]**

Grimmer Enterprises LLC by:

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

STATE OF INDIANA)

COUNTY OF JOHNSON)

) SS:

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

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana

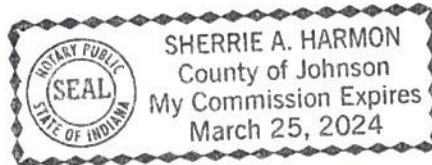


EXHIBIT "A"
Legal Descriptions

EXHIBIT "A" TO EXHIBIT E



Results

15 Results

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

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

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

Schneider
Developed by
The Schneider
Corporation

EXHIBIT A TO CONSENT

EXHIBIT "F"
Doty Consent

EXHIBIT F

CONSENT OF PROPERTY OWNER

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

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

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT F

William Doty
William Doty
Jennifer Doty
Jennifer Doty

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

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

My Commission Expires:

9-21-17

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

EXHIBIT "G"
Huber Consent

EXHIBIT G

CONSENT OF PROPERTY OWNER

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

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

Dated this 30th day of August, 2017.

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SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT G

Paula M. Huber

Paula M. Huber

Ernest E. Huber

Ernest E. Huber

STATE OF INDIANA)

COUNTY OF JOHNSON)

SS:

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

James R. Admire

My Commission Expires:

(Print Name) Notary Public, residing in

9-21-17

Johnson

County, Indiana

EXHIBIT "H"
Dewey Consent

EXHIBIT H

CONSENT OF PROPERTY OWNER

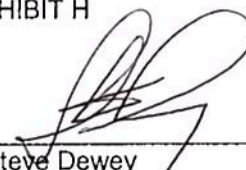
We, Steve and Melissa Dewey, after being duly sworn, depose and say:

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

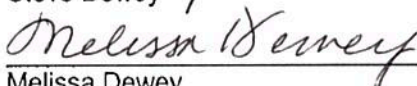
Dated this 23rd day of August, 2017.

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SIGNATURES ON FOLLOWING PAGE]

EXHIBIT H



Steve Dewey



Melissa Dewey

STATE OF INDIANA)

COUNTY OF JOHNSON)

) SS:

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

My Commission Expires:

4-11-2023



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



EXHIBIT "I"
Pete Grimmer Director Consent

EXHIBIT I

AFFIDAVIT

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

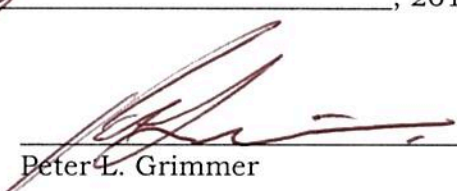
1. I am a Director on the Board of Directors of the Homesteads at Hillview Homeowners Association, Inc. ("Board"), and I have personal knowledge of the matters set forth herein.
2. The Declarations of Covenants and Restrictions of Homesteads at Hillview Subdivision were recorded as Instrument No. 2015-013029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

EXHIBIT I

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

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

Dated this 29th day of Aug, 2017.


Peter L. Grimmer

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

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

My Commission Expires:

4-28-2018


Sarah Cromer Notary Public, residing in
Johnson County, Indiana

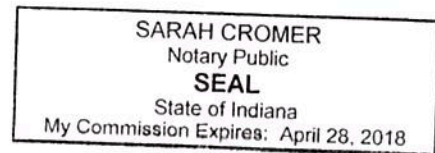


EXHIBIT "J"
Gene Perkins Director Consent

EXHIBIT J

AFFIDAVIT

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]**

EXHIBIT J

Dated this 14 day of September, 2017.

Gene Perkins
Gene Perkins

STATE OF INDIANA)

) SS:

COUNTY OF JOHNSON)

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

[Signature]

My Commission Expires:

(Print Name) Notary Public, residing in

County, Indiana

