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CROSS-REFERENCE:

- Instrument No. 01-02925 (Plat Cabinet C, Slide 45)
- Instrument No. 02-01031 (Plat Cabinet C, Slide 79)
- Instrument No. 01-02926
- Instrument No. 02-02697
- Instrument No. 03-0012474

SECOND AMENDMENT  
to the  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
HAMPTON PLACE

COMES NOW the Hampton Place Homeowners Association, Inc., by its Board of Directors, on this 8<sup>th</sup> day of August, 2007, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Greenfield, Hancock County, Indiana commonly known as Hampton Place was established upon the recording of certain Plats with the Office of the Recorder for Hancock County, Indiana; and

WHEREAS, the Plat for Hampton Place Subdivision, Section 1, was filed with the Office of the Hancock County Recorder on March 13, 2001, and referenced as Instrument # 01-02925 in Plat Cabinet C, Slide 45; and

WHEREAS, the Plat for Hampton Place Subdivision, Section 2, was filed with the Office of the Hancock County Recorder on January 16, 2002, and referenced as Instrument #02-01031 in Plat Cabinet C, Slide 79; and

WHEREAS, the foregoing Plats contains Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Hampton Place (hereinafter "Declaration"), recorded in the office of the Hancock County Recorder on March 13, 2001, and referenced as Instrument # 01-02926, and supplemented by the Supplemental Declaration for Hampton Place recorded February 8, 2002, as Instrument #02-02697, and amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for Hampton Place recorded June 13, 2003, as Instrument #03-0012474; and

WHEREAS, the Hampton Place Homeowners Association, Inc. (hereinafter "Association") was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on October 18, 2000, for the purpose of administering and executing the requirements, obligations and responsibilities of the individual homeowners and the common areas of the Hampton Place community as set forth in the Declaration; and

Jessie Law King

WHEREAS, the Declaration, Article IX, Section 9.2, provides that the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least seventy-five percent (75%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the County in which the Declaration was recorded; and

WHEREAS, the Association and its Members desire to amend seven (7) provisions contained in the Declaration: and

WHEREAS, the Association collected written approvals from the Members of the Association that represent at least seventy-five percent (75%) of the Members desiring to amend each of the seven (7) provisions contained in the Declaration as set forth in this Amendment pursuant to Article IX, Section 9.2, of the Declaration, with the written approvals and signatures of each individual Owner casting a vote being maintained as part of the Association's records;

NOW, THEREFORE, the undersigned Association, with the approval of at least seventy-five percent (75%) of the Members in Hampton Place, hereby amend or modify the Declaration, and all supplements and amendments thereto, according to the language stated as follows:

1. Article VII, Section 7.2, of the Declaration shall be deleted in its entirety and replaced with the following:

#### ARTICLE VII

Section 7.2. AWNINGS, WINDOW SCREENS AND CLOTHESLINES. Awnings, patio covers, covers, overhangs or other similar structures shall be of a retractable nature, permanently mounted or affixed to the residence on the Lot; shall not extend beyond the rear corner of the home, whether it be toward the front or side of the home; shall be made from nylon, canvas, or other material approved by the Committee, and shall be kept or maintained in proper working order. No awnings, patio covers, covers, overhangs or other similar structures constructed of metal, wood, or fiberglass shall be permitted, erected or situated on any Lot in the Subdivision, except for the structural frame of any approved retractable awning. Before any awning, patio cover, cover, overhang or other similar structure may be erected, constructed or placed on any Lot, the Owner shall submit a written request for the awning or cover and receive written approval for the awning or cover from the Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. Collapsible or retractable clotheslines not to exceed fifteen feet in length will be allowed with proper Committee approval. Permanent clotheslines will not be approved. While not in use, the clotheslines must always be kept collapsed or retracted. Clothing, rugs, or other items which are visible to others in the Development shall not be hung on any railing, fence, hedge, or wall.

2. Article VII, Section 7.7, of the Declaration shall be deleted in its entirety and replaced with the following:

**ARTICLE VII**

**Section 7.7. LOT MAINTENANCE; FIREWOOD; DUMPING.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. All Owners shall perform routine and necessary maintenance, including, but not limited to, painting, wood repair, garage door repair, siding repair, roofing repair, and window repair, on the exterior of the residence and all improvements on the Lot to maintain their reasonable appearance and avoid their becoming unsightly. All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of six inches (6"), nor shall any weeds, underbrush, or other unsightly growths be permitted to grow or remain upon any Lot. No refuse piles or other unsightly objects shall be allowed to be placed or remain on any Lot, and the pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. All firewood shall be kept neatly stacked and shall be kept or stored in the rear yard of the home only, and no wood shall be stored forward of the rear corner of the home's foundation, including, but not limited to, the side yard, front yard, and driveway of any Lot. Tarps or coverings for stored wood shall be brown, tan or other dark color and shall be securely fixed. No trash, rubbish, garbage or other waste, including, but not limited to, grass, leaves and branches, may be dumped, abandoned or placed on any Common Area in the Development. Nothing which would result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation shall be permitted in the Development. The failure of any Owner, or his family, tenants, guests, invitees, servants, or agents, to comply with any of the requirements or restrictions of this provision shall warrant the Association to cut the grass/weeds/growth or clear the trash, refuse, or debris from the Lot or Property. The Association, or any of its designated agents, shall have the right to enter upon any Lot to perform said maintenance, mowing, repair, or other acts as may be reasonably necessary to make such Lot and any improvements thereon conform to the requirements of the Declaration and this provision; and the Association, or its agents, shall not be liable to the Owner for any damages resulting from the work performed hereunder unless it can be shown that the damages resulted from an act of gross negligence or willful or reckless misconduct. The expense of said action shall be the responsibility of the Owner of the Lot committing or necessitating the action. The amount of said expenses shall become part of the Owner's account and treated as a Special Assessment against the Owner and Lot, and there shall be lien against said Lot for these expenses, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association may file suit and recover such amount together with reasonable attorney fees and costs of collection. For purposes of this section, the Committee shall have the absolute right and discretion to determine whether the condition or appearance of a Lot reasonably constitutes an "unsightly or unkempt" condition or appearance when compared or considered in relation to the condition or appearance of the other homes in the Hampton Place subdivision as a whole.

3. Article VII, Section 7.8, of the Declaration shall be deleted in its entirety and replaced with the following:

#### ARTICLE VII

**Section 7.8. ANTENNAS, AERIALS AND SATELLITE DISHES.** In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Satellite dishes shall be permanently mounted, and the Development Control Committee reserves the right to require members to put screening around the dish to hide it from view, or to cover or paint the dish to make it more acceptable in appearance to its surroundings, but only if these changes can be made without making it too expensive or difficult to install the dish or hinder its reception. Satellite dishes shall be placed or mounted in the rear of the home, unless such placement would hinder or prohibit proper reception. The Committee also reserves the right to specify a preference order of places to install the dish, so long as the preferences do not make it too expensive or difficult to install the dish or hinder its reception. Other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule, such as dishes larger than one (1) meter in diameter and ham or amateur radio antennas, must receive prior written approval of the Committee before being installed on any Lot. The Committee also retains the authority to adopt additional reasonable rules and regulations regarding the permitted styles, sizes, number, installation and placement of satellite dishes and other reception devices, so long as these rules and regulations are consistent with current federal, state and local laws.

4. Article VII, Section 7.10, of the Declaration shall be deleted in its entirety and replaced with the following:

#### ARTICLE VII

**Section 7.10. POOLS.** No on-ground or above-ground swimming pools shall be allowed in the Development, except for kiddie or wading pools; inflatable pools no larger than three feet (3') deep and fifteen feet (15') in diameter, which may be erected from May 1<sup>st</sup> through October 1<sup>st</sup> of each year only; hot tubs and spas. No variance of this maximum size limitation is permitted. Any pool in Hampton Place more than twelve inches (12") deep must be enclosed by a privacy fence.

In-ground, or permanent, pools, hot tubs and spas must be approved in writing by the Committee before construction or installation begins. A pool designed for above ground use that is buried or partially buried in the ground will not be considered an in-ground pool for purposes of this covenant.

Proper fencing is required for any in-ground, or permanent, pool to be constructed or installed. All architectural applications for an in-ground, or permanent, pool shall be accompanied by an application for acceptable fencing and landscape design approval. The design for all fencing shall meet the requirements set forth under Indiana law, local ordinance, and any other restrictions or requirements in the Declaration. Use of plants or other forms of greenery in the vicinity of, or around, the proposed pool area may be required by the Committee to soften the effect of sound and the appearance of fencing on adjacent properties. All pools, hot tubs and spas are subject to any further reasonable rules and regulations that may be adopted by the Committee regarding their size, location and appearance.

5. Article VII, Section 7.11, of the Declaration shall be deleted in its entirety and replaced with the following:

#### ARTICLE VII

**Section 7.11. ACCESSORY BUILDINGS AND STORAGE BARNES.** Accessory Buildings, Sheds, Mini-Barns or other similar storage structure or device must be approved in writing by the Committee prior to being erected, constructed or placed on any Lot in the development. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee according to Article VI, Section 6.4, of this Declaration. Failure to obtain and attach a copy of the proper government permits will result in the automatic disapproval of the submitted application, and no variance to this requirement is permitted. Trailers and unenclosed structures are strictly prohibited on any Lot, and no variance of this exclusion is permitted.

The maximum dimensions for any accessory building, shed, or mini-barn in the development shall be twelve feet (12') in width, and fourteen feet (14') in depth, and twelve feet (12') in height (12'W x 14'D x 12'H). No variance of this maximum size limitation is permitted. Accessory buildings, sheds or mini-barns shall be placed no closer than five feet (5') from the rear and side property lines and shall not be situated forward of the furthest forward rear corner of the residence located on the same Lot as the accessory building, shed or mini-barn. All accessory buildings, sheds or mini-barns are to be constructed from wood or other approved materials; with the exception that aluminum or other metal accessory buildings, sheds or mini-barns are strictly prohibited on any Lot in the subdivision. No variance allowing any aluminum or other metal accessory building, shed or mini-barn is permitted. The exterior of any accessory building, shed or mini-barn shall match or be consistent with the exterior appearance of the residence, and shall have the same color and style of siding and roofing shingle as the residence; however, the accessory building or shed is not required to have vinyl or brick material siding. (For example, a home that has white vinyl siding, green trim and black roof may only have a shed that has white wood or vinyl siding with a black roof or white wood or vinyl siding, matching green trim and black roof) No items, including implements, tools, signs, displays, etc., may be hung, stored, displayed or affixed to, or placed, stacked or stored along the outside of, the exterior of any accessory building, shed or mini-barn either permanently or temporarily. Construction or installation of the accessory building, shed or mini-barn shall be completed within 30 days of the Committee's approval date and in the manner approved by the Committee. No structures of a temporary character, trailer, basement, tent or garage, shall be used on any Lot as a residence or for any other similar purpose, either temporarily or permanently.

The Committee retains the authority to adopt or pass further rules, regulations and guidelines regarding the requirements, procedures and enforcement of this covenant. The Committee also retains the authority to require an applicant to obtain written permission or approval of any or all of the Applicant's adjacent neighbors before issuing a final decision on the architectural application. Unless otherwise stated or limited in this covenant, the Committee retains the authority to grant a variance to the requirements of this covenant, or to any rule or regulation issued pursuant to this covenant, but said variance will only be considered and ruled upon after written application for the variance is made to the Committee. Any variance request that is not

ruled upon in writing within thirty (30) days from the date the request was received by the Committee is automatically deemed denied.

If said construction or installation is not completed within the thirty (30) day construction period, or if the accessory building, shed, or mini-barn fails to meet the specifications approved by the Committee, then the Committee shall consider the accessory building, shed, or mini-barn to be in violation of the Declaration of Covenants and the Committee may withdraw any previously issued approval of the project and/or may seek injunctive relief to have the accessory building, shed, or mini-barn removed from the Lot or brought into compliance with the approved plans. If injunctive action is taken due to the Owner failing to meet the specifications of the application that was approved by the Committee, or because the project was not completed within the requisite thirty (30) day period, the Lot owner shall be prohibited from claiming equitable estoppel or any other affirmative defense to said injunctive action and shall be responsible for all expenses, including reasonable attorney fees and costs, incurred by the Association to gain compliance with this covenant.

6. Article VII, Section 7.21, of the Declaration shall be deleted in its entirety and replaced with the following:

#### **ARTICLE VII**

**Section 7.21. DRIVEWAYS AND SIDEWALKS.** Owners shall maintain and replace the driveway of their Lot so as to maintain the same appearance as provided at the time of original construction ordinary wear and tear excepted, unless a different material or appearance is approved in writing by the Committee. If an Owner wishes to use a different material or appearance from the original driveway appearance, the Owner shall submit a color sample and pattern for the proposed change to the Committee and receive written approval for the change from the Committee prior to any change being made. However, gravel, grass and dirt are expressly prohibited in the Development, and no variance of this prohibition may be granted by the Committee. Each Dwelling Unit shall have a continuous side walk from the driveway to the front porch or entry. The Committee reserves the right to adopt further reasonable rules and regulations regarding the color and appearance of driveways and side walks in Hampton Place.

7. Article VII, Section 7.23, of the Declaration shall be deleted in its entirety and replaced with the following:

#### **ARTICLE VII**

**Section 7.23. FENCES AND ANIMALKENNELS/RUNS.** All fencing style, color, location and height shall be generally consistent within the Subdivision and shall require prior written approval of the Committee before being erected or installed. 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. No fence shall be erected in or extend into any Landscape or Mounding Easements. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property.

Any fencing permitted to be used in the Subdivision, unless installed by the Developer, must be wooden; black, brown or green vinyl coated chain link; black wrought iron; or white, tan or brown vinyl, plastic or other composite style material. Metal, wire, or uncoated chain link fencing, except for black wrought iron, and thin plastic sheet fencing, such as orange or yellow construction boundary fencing, is strictly prohibited in the subdivision.

No fence higher than six foot (6') is permitted in the subdivision, except on a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four feet (4'); provided, however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six feet (6') in height but may not, at the six foot (6') height, extend more than ten feet (10') from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other Owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five feet (25') of the shoreline of any Lake or detention pond unless a variance is granted by the Committee.

No fencing shall extend forward of a point that is ten feet (10') behind the front corner of the residence. The finished side of all privacy style fences shall be displayed outwardly, or to the exterior of the fence or Lot, and shall not be turned so that the finished side of the fence is facing in toward the residence or yard contained inside of the fence. Fencing on any corner Lot shall be at least five feet (5') from the sidewalk. Any Owner(s) on adjoining, or neighboring, Lots that wish to erect any fences that are to be connected, joined or shared, on one or more sides, by those Lots must submit in writing a request for approval for such adjoining fence signed by each Owner of a Lot where the adjoining fences will be placed or maintained. This request must be included with the written architectural request submitted to the Committee. All fences that are not to be adjoined, or connected, to neighboring fences shall be set back a minimum of eighteen inches (18") from each Lot line, and they must also meet any regulations and/or set back requirements for fences as established by local ordinance or as set forth in any other provision in this Declaration. This amendment shall not be applied retroactively from the date it is recorded except in situations where a violation of local ordinance is involved.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to, dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which completely obstructs the visibility of such structure by adjoining property Owners. The Committee also reserves the right to grant a variance of any limitation in this fence provision upon written request by the Lot Owner and under facts or circumstances that would reasonably support the granting of the variance request. The Committee also has the right to determine under what conditions and what requirements it deems appropriate for the granting of a variance.

8. All other provisions of the Declaration shall remain unchanged;

9. The foregoing amendments shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the Hampton Place development;

10. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to the Amendment to the Declaration of Covenants and Restrictions of Hampton Place have been fulfilled and satisfied, and that the original ballots regarding this amendment, including the Owner's signatures, are being maintained in the Association's permanent records.

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END OF DOCUMENT

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hampton Place and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 8<sup>th</sup> day of August, 2007.

HAMPTON PLACE HOMEOWNERS ASSOCIATION, INC. by:

Sandy Ertel  
Sandy Ertel  
President, Hampton Place Homeowners Association, Inc.

ATTEST:

Michael Deemer  
Michael Deemer  
Secretary, Hampton Place Homeowners Association, Inc.

STATE OF INDIANA )  
COUNTY OF JOHNSON )

Before me a Notary Public in and for said County and State, personally appeared Sandy Ertel and Michael Deemer, the President and Secretary, respectively, of Hampton Place Homeowners Association, Inc., who acknowledged execution of the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hampton Place and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 8<sup>th</sup> day of August, 2007.

Carrie Kelso  
Notary of Public - Signature  
Carrie Kelso  
Printed

My Commission Expires:  
7-5-2014

Residence County: Johnson

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. Scott A. Tanner

This instrument prepared by and should be returned to:  
Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237

