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4-5-99
Amend Covenant
V. 113 p. 1881

14595

HUNTERS COVE SUBDIVISION

COVENANTS, LIMITATIONS AND RESTRICTIONS

BOOK 132 PAGE 156

1. **NAME:** This subdivision shall be known and designated as Hunters Cove, a subdivision located in Brownsburg, Hendricks County, Indiana.
2. **STREET DEDICATION:** The streets shown and not heretofore dedicated are hereby dedicated to the public.
3. **LAND USE AND PERMITTED STRUCTURES:** All lots shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage as are usual and incidental to the use of each lot for single-family residential purposes.
4. **TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED:**
No single-family dwelling, garage, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping, conformity and harmony of external design with existing structures, and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plat plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,750 square feet in the case of a one story structure and 2,000 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Building Control Committee.)

b. No single-family dwelling, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobile home, tent, basement, shack, garage, motor home, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonable required in connection with the construction of a single-family dwelling on a lot.

c. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any 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 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. Any privacy fences shall not be permitted in any front or side yards. All fencing must have written approval from the Building Committee.

d. Every single-family dwelling, garage, or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonable landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonable on any such lot.

ENTERED FOR RECORD

BOOK 132 AUG 10 1992 H3100
Judy Brasley Page 156-61
HENDRICKS COUNTY RECORDS

e. No person or entity, other than the developer, shall place, erect, or construct a sign, billboard, or advertising matter on any lot, except a temporary, non-illuminated sign, not more than three (3) feet by three (3) feet in dimension to be displayed during construction and sale of the home. No building shall be constructed for use of a sales building or model home.

f. No dwelling, garage, or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat.

g. All driveways and walks shall be concrete or asphalt. There will be no above ground pools, satellite dishes, mini-barns, or clotheslines.

h. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no boat, trailer or camper of any kind (including, but not in limitation thereof, house trailers, camping trailers or boat trailers), shall be kept or parked upon said lot except within a garage or other approved structure.

i. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

j. Size, location, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General. The developer shall decide whether they shall make the installation of the mailbox; in the event of installation by the developer, then the lot owner shall reimburse the developer for such expense; in the event of failure by the owner to reimburse the developer for such expense, then the owner may maintain an action for the costs thereof, including attorney fees and the costs of such action.

k. Size, location, and height of every yard light shall be approved by the Committee prior to installation. The developer shall decide whether they shall make the installation of the yard light; in the event of installation by the developer, then the lot owner shall reimburse the developer for such expense; in the event of failure by the owner to reimburse the developer for such expense, then the owner may maintain an action for the costs thereof, including attorney fees and the costs of such action.

5. **BUILDING CONTROL COMMITTEE:** The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Hunters Cove, Inc. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Hunters Cove, Inc. or its designated nominee.

In the event the owners of Hunters Cove form or incorporated a property owners' association then, Hunters Cove may, at its option and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to the property owners' association.

In the event the owners of Hunters Cove do not form or incorporate a property owners' association then, Hunters Cove, Inc. may, upon written notice to all lot owners, and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to any three (3) persons who own lots within the subdivision and upon such notice and transfer the Hunters Cove, Inc. shall be fully removed and relieved of any obligations, duties or responsibilities of the Building Control Committee. These assignee(s) shall be the Building Control Committee until such time as they may assign their rights, duties and obligations. Provided however, that any assignee, other than a property owners' association, must be a lot owner within this subdivision.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. **FUEL RECEPTACLES AND TRASH ACCUMULATION:** Any tank for the storage of fuel placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictuions shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.
7. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.
8. **MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS:** Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonable cut and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Hunters Cove, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or unoccupied lots and to make reasonable charges to owners for such work. Any failure to pay such charges shall allow Hunter Cove, Inc. to place lien upon the respective lot to secure payment, attorneys fees and cost of such filing and any action to foreclose the lien.
9. **NUISANCE:** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence
10. **UTILITY EASEMENTS AND DRAINAGE:** "Utility Easements" as shown on recorded plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements may be placed within the utility or drainage easements but shall be offset from the thread of such easment so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.
11. **RIGHTS OF ENFORCEMENT:** In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, Hunters Cove, Inc. or its designated nominee, the person in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Town of Brownsburg shall have the right to enforce these Subdivision Restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana Law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure of facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

12. **RETENTION PONDS:** The retention ponds, which are shown on the plat, may not be maintained by Hendricks County or any other public agency to the satisfaction of all owners of the lots affected thereby. The lots touching either retention pond shall be governed by the following provisions: a) The owner of any such lot, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from Hunters Cove, Inc. or from subsequent owners of said lot, shall conclusively be deemed to have accepted such deed or executed such contract subject to the following conditions: b) Retention ponds shown on the plat and referred to herein are defined as the areas within the tops of the side slopes bordering the ponds and are facilities set aside for retaining storm water and for recreational use and enjoyment of the owners of the fee title or other interest underlying said ponds. c) The owners shall take their titles subject to the rights of the Hendricks County Drainage Board and The Town of Brownsburg in any drainage easement on said lot and subject to a nonexclusive easement in favor of the other owners upon whose lots the pond is located. d) No change may be made and no structure shall be installed in any pond or its inlet or outlet facilities that will obstruct or interfere with its retention of storm water or with its maintenance or free use by the owners of the easements thereon. e) The ponds will be maintained perpetually in a safe, sanitary, and attractive condition by the owners as specified herein. f) Maintenance includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for cleaning out plant growth, seeding banks to prevent erosion, mowing side slopes, and landscaping together with the costs to remove debris from inlet and outlet structures. g) In determining the fraction of the cost of maintenance each owner must contribute, each lot will be assumed to have an equal responsibility in the maintenance of the pond area, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. h) Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses. i) An owner may serve notice by certified or registered mail to the other owners on this pond that maintenance is required. j) Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). k) Unless the notified owners object in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. l) If any notified owner objects in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgment shall include reasonable attorneys' fees and costs of such action. m) Should a pond become incapable of receiving a retaining storm water, or if it becomes unsafe or unsanitary for any reason, an owner may (without giving notice as provided above) proceed with any emergency repairs or maintenance necessary to render said pond safe and able to serve the purposes for which it was constructed. n) The costs of repairing any and all damages to any pond caused by equipment and/or vehicles used in the construction of a house or other improvements on a lot, caused by an owner's use of a pond, shall not be divided among the owners of the lots but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved for the lot owners. o) After completing the work described in (i), (m), or (n) above, the owner who did the work, or who had it done, may serve notice by certified or registered mail to the other owners that satisfactory repairs have been made, and that the total cost thereof has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. p) The notified owners shall, within thirty (30) days after receipt of said notice, reimburse the owner who did the work or had it done, in an amount equal to their proportion sum of said receipt and said itemized bill, if any, or in an amount equal to 100 percent where work was performed to remedy damages described in (n) above. q) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, then said costs, and the expenses of collection thereof, shall thereupon become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. r) The personal obligation of the then owner to pay such expense, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. s) If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18%) percent per annum may be added to the delinquent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgment shall include interest on the total amount as above provided, reasonable attorneys' fees, and cost of the action. t) The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to such expense; provided, however, that such subordination shall apply only to the expenses that become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure.

u) Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense. v) Each owner shall save the other owner, and the Hunters Cove Corporation, its employees, agents, contractors, engineers, successors, and assigns, harmless from any and all liability and claims for damages due to death or injury to persons or damages to property resulting from acts of the owner, his contractors, and agents. w) Hunters Cove Corporation, its successors and assigns, reserve the right to go upon the drainage easements and pond easements as herein dedicated, for the purpose of removing water from said ponds so long as the same does not substantially lower the level of the water in those ponds or cause substantial damage to those lot owners herein designated.

13. GENERAL: These Subdivision Restrictions may be amended or changed (except paragraphs 5 and 10 hereof which shall not be subject to amendment or change except by Hunters Cove, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. These Subdivision Restrictions shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period they are amended or changed in whole or in part as provided above. The invalidation of any portion of these Subdivision Restrictions by judgment of decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

9900010050
 Filed for Record
 HENDRICKS COUNTY
 THERESA D LYNCH
 On 04-05-1999 at
 ADDENDM COV 351
 Vol. 113 Pg. 108

FIRST AMENDMENT TO THE
 COVENANTS, LIMITATIONS AND RESTRICTIONS OF
 HUNTERS COVE SUBDIVISION

The Covenants, Limitations and Restrictions ("Subdivision Restrictions") of Hunters Cove Subdivision, a subdivision in Brownsburg, Hendricks County, Indiana ("Hunters Cove"), having been recorded on August 10, 1992, as Instrument No. 14595, in Book 132, pages 156-161, in the Office of the Recorder of Hendricks County, Indiana, is hereby amended by Hunters Cove, Inc., the developer of Hunters Cove ("Developer"), and the undersigned owners, representing the fee simple owners of at least a majority of the lots in Hunters Cove, in that new paragraphs 14 through 19 shall be added and read as follows:

14. HOMEOWNERS ASSOCIATION. Hunters Cove Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"), shall be formed and incorporated. The Association shall perform any lawful functions generally performed by such associations, including the performance of the functions of the Building Control Committee and the enforcement of any and all covenants, limitations and restrictions contained in the Subdivision Restrictions or the recorded Plat of Hunters Cove. Within sixty (60) days after the recording hereof, the Owners shall hold an organizational meeting, at which the will of the Owners of a majority of the Lots present shall rule, to determine the incorporator(s), the initial Board of Directors and the By-Laws of the Association. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner. The Board of Directors shall have the right to procure and maintain for the benefit of the Association and the Board the insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

15. MEMBERSHIP. Each Owner of a Lot in Hunters Cove ("Owner(s)") upon being or becoming an owner, including the Developer, automatically and mandatorily shall be and remain a member of the Association until such time as his or her ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his or her Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he/she/it realizes upon the security, at which time he/she/it shall automatically be and become an Owner and a Member of the Association. There shall be one (1) vote per Lot on all matters to come before the membership.

16. ASSESSMENTS. The Association shall have the power and authority to assess and collect annual assessments (dues) and other lawful fees to carry out its lawful purposes. For the first full fiscal year of the Association beginning January 1, 1999, the annual Regular Assessment shall be \$25.00 per Lot.

(a) Accounting and Proposed Annual Budget. Annually, before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a financial statement which shall show all receipts and expenses received, incurred and paid during the preceding fiscal year and a proposed annual budget for the next fiscal year estimating the total amount of the expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and, if so adopted, shall be the basis for the Regular Assessments for the applicable fiscal year. At the duly called annual meeting of the Owners at which a quorum is present, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners.

(b) Regular and Special Assessments. The annual budget as adopted by the Owners shall contain a proposed assessment for each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment for his or her respective Lot (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget. The Regular Assessment for each Lot shall be paid in such manner and frequency as shall be set forth in the By-Laws of the Association. From time to time expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners present at a meeting duly called for this purpose at which a quorum is present, the Board of Directors shall have the full right, power and authority to make special assessments (herein called "Special Assessment"). The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. A Special Assessment, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares.

(c) Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed

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by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within thirty (30) days after such are due, the Board, in its discretion, may: (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment; and (2) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Association shall be entitled to recover its costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Lot.

(d) Subordination of Assessment Lien to Mortgages. The Association's lien for any Assessment shall be subordinate to the lien of any mortgage or mortgages previously or hereafter placed upon any Lot.

17. NON-LIABILITY OF DIRECTORS. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

18. ACCEPTANCE AND RATIFICATION. The undersigned Owners by their signature hereon, and all future Owners of any Lots by acceptance of a deed of conveyance or the act of occupancy of any Lot ratify the Subdivision Restrictions, including these Amendments thereto, and the By-Laws and all amendments thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

19. TRANSFER BY DEVELOPER. On or before ^{May}~~March~~ 1, 1999, the Developer shall transfer and assign to the Association, by a recordable document in a form acceptable to the Association, all of its rights and powers of enforcement of the Subdivision Restrictions, as amended, the rights, duties and responsibilities of the Building Control Committee and any other of its rights set forth in the Subdivision Restrictions, as amended.

IN WITNESS WHEREOF, Hunters Cove, Inc., and the undersigned Owners of Lots in Hunters Cove, have executed this First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision this 31st day of March, 1998.

[Signature]
Attest: [Signature]
Secretary
[Signature]
Treas.

Hunters Cove, Inc.
By: [Signature]
President

STATE OF INDIANA)
COUNTY OF Hendricks)

SS:

Before me, a Notary Public in and for said County and State, personally appeared I. Lee Whitton and Larry Gregory, the President and Secretary respectively of Hunters Cove, Inc., who acknowledged execution of the foregoing Amendment for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 31 day of March, 1998.

My Commission Expires Dec 6, 2006

Melissa Bischoe
Signature

Residing in Marion County, Indiana

Melissa Bischoe
Printed
Notary Public

This instrument was prepared by Terence L. Eads, Eads & Murray, P.C., 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256

We, the undersigned, do swear or affirm under the penalties for perjury, that we witnessed the attached signatures of the property owners of Hunters Cove, consisting of 11 pages, and that each person who signed did so voluntarily and acknowledged in our presence that he/she was a fee simple owner of property in Hunters Cove.

James J. Stealy
James Munger
Carol Hoffman

Al E. [Signature]
Anna J. [Signature]
Patricia L. Patterson

STATE OF INDIANA)
COUNTY OF Hendricks)

Before me, a Notary Public, personally appeared the above persons who acknowledged execution of the foregoing document as his/her voluntary act and deed.

Witness my hand and Notarial Seal this 3rd day of April, 19 99.

Signature Lamoua Murse

Printed LAMOUA MURSE
Notary Public residing in
Hendricks County, Indiana

My Commission Expires:
5-7-2001

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

Owners: Michelle R. Clark Signature Michael Clark Signature
Address: 24 Raccoon Ct. Brownsburg, In. 46112

Owners: Karen Dearborn x Willis Dearborn
Address: 16 Raccoon Ct. Brownsburg, Ind 46112

Owners: Janet S. Henricks Signature N/A
Address: 1 Raccoon Ct Brownsburg, In 46112

Owners: Brian Hewson Signature Toni L. Dalton Signature
Address: 5 RACCOON CT BROWNSBURG, IN 46112

Owners: Leonard L. Overton Signature Margo L. Overton Signature
Address: 33 RACCOON CT, BROWNSBURG, IN 46112

Owners: Dan Martin Signature Debbie Martin Signature
Address: 25 RACCOON CT Brownsburg, IN 46112

Owners: Robert Carr Signature Kristie J Carr Signature
Address: 21 RACCOON CT 21 Raccoon Court

Owners: J.P.A. Signature Rhonda S. Orr Signature
Address: 20 Raccoon Ct, Brownsburg, IN

Owners: David H Bogan Signature Susan E Bogan Signature
Address: 14 Trotters Run, Brownsburg IN 46112

Owners: Jill Smith Signature Greg Smith Signature
Address: 17 Raccoon Ct Brownsburg IN 46112

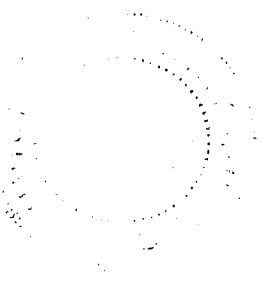
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) MICHELLE R. CLARK + MICHAEL CLARK, KAREN DEARBORN + WILLIS M DEARBORN, JANET S. HENRICKS, BRIAN HEWSON + TONI L. DALTON, LEONARD L. OVERTON + MARGO L. OVERTON, DAN MARTIN + DEBBIE MARTIN, ROBERT CARR + KRISTIE CARR, JERRI ORR + RHONDA ORR, DAVID BOGAN + SUSAN E. BOGAN, JILL SMITH + GREG SMITH who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999.

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamourea Muse
Signature
LAMOUREA MUSE
Printed Notary Public



Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

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- Owners: Robert M. Papuin Charlene E. Papuin
 Address: 1904 HUNTERS TRAIL Brownsburg, IN 46110
- Owners: Gary L. Goff Sussy Goff
 Address: 53 TROTTERS RUN Brownsburg, IN 46110
- Owners: James P. McCreary Lynn M. McCreary
 Address: 1602 Hunters Trail Brownsburg, IN 46110
- Owners: Jeffrey V. Corder Nicole F. Corder
 Address: 20 Catterly Lane
- Owners: Dave Hathaway Ann R. Hathaway
 Address: 1725 CARDINAL LN.
- Owners: Charles L. Tobaben Jane Tobaben
 Address: 1702 Cardinal Ln
- Owners: Michael J. Cunningham Kiung Cunningham
 Address: 38 TROTTERS RUN
- Owners: Joe Hickman Catherine L. Hickman
 Address: 10 Trotters Run
- Owners: Thomas E. Schrack Will B. Schrack
 Address: 1613 Hunters Dr.

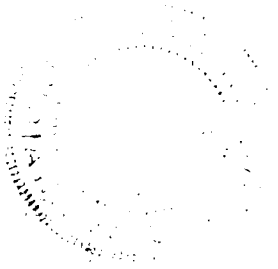
STATE OF INDIANA)
COUNTY OF Heardicks) SS:

Before me, a Notary Public in and for said County, and State, personally appeared (List all persons signing above) ROBERT M. PAPAUN + CHARLENE E. PAPAUN, GARY L. GOFF + SUSSY GOFF, JAMES P. MCCREARY + LYNN M. MCCREARY, JEFFREY V. CORDER + NICOLE F. CORDER, DAVE HATHAWAY + ANN R. HATHAWAY, CHARLES L. TOBABEN + JANE TOBABEN, NGUYEN NGUYEN + CHRISTINA NGUYEN, MICHAEL J. CUNNINGHAM + KIUNG CUNNINGHAM, JOE HICKMAN + CATHERINE L. HICKMAN, THOMAS E. SCHRACK + WILL B. SCHRACK who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999

My Commission Expires 5-7-2001
Residing in Heardicks County, Indiana

Lamara Muise
Signature
LAMARA MUISE
Printed Notary Public



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Signature Page of First Amendment to the
Covenants, Limitations and Restrictions of Hunters Cove Subdivision

Owners:	<u>Ronald O Boal</u>	<u>Marcia Boal</u>
	Signature	Signature
Address:	<u>30 TROTTERS RUN</u>	
Owners:	<u>Teri Slavik</u>	<u>David Slavik</u>
	Signature	Signature
Address:	<u>34 Trotters Run</u>	
Owners:	<u>Suzette W. Mickelson</u>	<u>Maren Mickelson</u>
	Signature	Signature
Address:	<u>58 TROTTERS RUN</u>	
Owners:	<u>Shirley Tuth</u>	<u>Michael Tuth</u>
	Signature	Signature
Address:	<u>45 Trotters Run</u>	
Owners:	<u>Clair Sutton</u>	<u>Janice E Sutton</u>
	Signature	Signature
Address:	<u>26 Trotters Run</u>	
Owners:	<u>Michael Hartz</u>	<u>Diana J Hartz</u>
	Signature	Signature
Address:	<u>12 CATTAIL LN</u>	
Owners:	<u>Cynthia Whalen</u>	<u>Raymond T. Smith</u>
	Signature	Signature
Address:	<u>18 Trotters Run</u>	
Owners:	<u>Raymond T. Smith</u>	<u>Sarah Smith</u>
	Signature	Signature
Address:	<u>1719 Hunters Trail</u>	
Owners:	<u>John East</u>	<u>N/A</u>
	Signature	Signature
Address:	<u>1715 Hunters Trail</u>	
Owners:	<u>Jeffrey Jackson</u>	<u>Vickie Jackson</u>
	Signature	Signature
Address:	<u>1802 HUNTERS TRAIL</u>	

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) RONALD O BOAL + MARCIA BOAL, TERI SLAVIK + DAVID SLAVIK, SUZETTE W. MICKELSON + MAREN MICKELSON, ATTILA TOTH + SHIRLEY TOTH, CLAIR E. SUTTON + JANICE F. SUTTON, MICHAEL HARTZ + DIANA F. HARTZ, CYNTHIA WHALEN, RAYMOND T. SMITH + SARAH SMITH, JOHN EAST, JEFFREY JACKSON + VICKIE JACKSON who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999.

My Commission Expires 5-7-2001
Residing in HENDRICKS County, Indiana

Lamourea Mause
Signature
LAMOURA MAUSE
Printed Notary Public

Signature Page of First Amendment to the
Covenants, Limitations and Restrictions of Hunters Cove Subdivision

7

Owners:	<u>Joe Tubbs</u>	<u>Anna Tubbs</u>
	Signature	Signature
Address:	<u>1727 HUNTERS TRAIL</u>	
Owners:	<u>Joe Gaddy</u>	<u>Cynthia A. Gaddy</u>
	Signature	Signature
Address:	<u>1718 Goodland Lane</u>	
Owners:	<u>John F. Janeway</u>	<u>Mary F. Janeway</u>
	Signature	Signature
Address:	<u>18 Scattered Oaks</u>	
Owners:	<u>Jeffrey S. Webster</u>	<u>Marsha L Webster</u>
	Signature	Signature
Address:	<u>37 Trotters Run</u>	
Owners:	<u>Josh Sedmak</u>	<u>Barbara Sedmak</u>
	Signature	Signature
Address:	<u>15 Trotters Run</u>	
Owners:	<u>Joseph M. Dugan</u>	<u>Connie F. Dugan</u>
	Signature	Signature
Address:	<u>28 Raccoon Court</u>	
Owners:	<u>James D. Mangus</u>	<u>Patricia A. Mangus</u>
	Signature	Signature
Address:	<u>15 Cattail Lane</u>	
Owners:	<u>William A. Munsie</u>	<u>Lamora Munsie</u>
	Signature	Signature
Address:	<u>8 Cattail Lane</u>	
Owners:	<u>Joseph Kaiser</u>	<u>Dawn E Kaiser</u>
	Signature	Signature
Address:	<u>1724 Hunters Trail</u>	
Owners:	<u>Adele L. Huffman</u>	<u>Daniel L. Huffman</u>
	Signature	Signature
Address:	<u>32 Raccoon Ct.</u>	

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) ANNA TUBBS, JOE GADDY + CYNTHIA A. GADDY, JOHN W. JANEWAY + MARY F. JANEWAY, JEFFREY S. WEBSTER + MARSHA L. WEBSTER, JOSEPH JAMES SEDMAK + BARBARA SEDMAK, JOSEPH M. DUGAN + CONNIE F. DUGAN, JAMES D. MANGUS + PATRICIA A. MANGUS, WILLIAM A. MUNSE + LAMOURA MUNSE, JOSEPH KAISER + DAWN E. KAISER, ADELE L. HUFFMAN + DANIEL L. HUFFMAN, who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamora Munsie
Signature
LAMOURA MUNSE
Printed Notary Public

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

Owners: Shirley J. Stempson & Thomas D. Stempson
 Signature Signature
 Address: 1916 Hunters Trail 1916 Hunters Trail

Owners: Carl R. Thompson & Judy L. Thompson
 Signature Signature
 Address: 1803 Hunters Trail

Owners: Paul K. Hickey & Alisa B. Hickey
 Signature Signature
 Address: 54 Trotters Run

Owners: Robert A. Holloway & Sharon E. Holloway
 Signature Signature
 Address: 37 Raccoon Court

Owners: Dwight Heberer & Heini Heberer
 Signature Signature
 Address: 7 Cattail Lane

Owners: Puris Fulwider & Stephen L. Fulwider
 Signature Signature
 Address: 1811 Hunters Trail

Owners: David Kenningery & Judith Kenningery
 Signature Signature
 Address: 1721 Cardinal Lane

Owners: Kristine Pasui & Daniel Pasui
 Signature Signature
 Address: 42 Trotters Run Brownsburg, IN

Owners: Bruce R. Durrell & Shelley R. Durrell
 Signature Signature
 Address: 2 Trotters Run

Owners: Jeffrey C. Byrnes N/A
 Signature Signature
 Address: 1610 Hunters Trail

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) SHIRLEY J. STEMPSON & THOMAS D. STEMPSON, CARL R. THOMPSON & JUDY L. THOMPSON, PAUL K. HICKEY & ALISA B. HICKEY, ROBERT A. HOLLOWAY & SHARON E. HOLLOWAY, DWIGHT HEBERER & HEINI HEBERER, PURIS FULWIDER & STEPHEN L. FULWIDER, DAVID KENNINGERY & JUDITH KENNINGERY, KRISTINE PASUI & DANIEL PASUI, BRUCE R. DURRELL & SHELLEY R. DURRELL & JEFFREY C. BYRNES who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1998.

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamoura Munsie
Signature
LAMOURA MUNSIE
Printed Notary Public

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

9

- Owners: Kevin Fish Signature X Lauren Fish Signature
Address: 3 Cattail LN.
- Owners: Harold S. Kolb Signature Joyce L. Kolb Signature
Address: 9 TROTTERS RUN
- Owners: Steven L. Patterson Signature X Christi Patterson Signature
Address: 4 Cattail Lane
- Owners: Patricia A. Patterson Signature Jerry Lee Patterson Signature
Address: 22 Trotters Run
- Owners: Steven D. Rumpel Signature X see below Signature
Address: 1111 HUNTERS TRAIL
- Owners: Joanne R. Reed Signature Leo S. Reed Signature
Address: 1720 Hunters Trail Brownsburg, IN
- Owners: Dale Kelsco Signature Wendy Kelsco Signature
Address: 1734 Cardinal Lane
- Owners: Susan L. Johnston Signature Robert Johnston Signature
Address: 1607 Hunters Trail Brownsburg, IN
- Owners: Steven D. Rumpel Signature Diana L. Rumpel Signature
Address: 1611 Hunters Trail Brownsburg, IN
- Owners: Pat Hardwick Signature N/A Signature
Address: 1615 Hunters Trail Brownsburg, IN

STATE OF INDIANA)
COUNTY OF Heudeick) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) KEVIN FISH + LAUREN FISH, HAROLD S. KOLB + JOYCE L. KOLB, STEVEN L. PATTERSON + CHRISTI PATTERSON, PATRICIA A. PATTERSON + JERRY LEE PATTERSON, JOANNE R. REED + LEO S. REED, DALE KELSCO + WENDY KELSCO, SUSAN L. JOHNSTON + ROBERT JOHNSTON, STEVEN D. RUMPLE + DIANA L. RUMPLE, PAT HARDWICK

who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999

My Commission Expires 5-7-2001
Residing in Heudeick County, Indiana

Lamora Mause Signature
LAMORA MAUSE
Printed Notary Public

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

Owners: Larry Moser Signature Sandra Moser Signature
 Address: 405 Hunters Cove

Owners: Mark Marker Signature Jetta Torr Signature
 Address: 1911 HUNTERS TRAIL

Owners: Linda J. Marker Signature Larry D. Marker Signature
 Address: 1925 Hunters Trail

Owners: William J. Ferguson Signature Michelle Ferguson Signature
 Address: 19 CATTAIL LN

Owners: David L. Wheatley Signature Donna Wheatley Signature
 Address: 1910 Hunters Trail 1910 Hunters Trail

Owners: Charles E. Lee Signature Sandra K. Lee Signature
 Address: 1917 Hunters Trail

Owners: Roy Wait Signature Cathy Wait Signature
 Address: 46 TROTTERS RUN

Owners: Eric S. Cooper Signature Melissa Cooper Signature
 Address: 50 Trotters Run 50 Trotters Run

Owners: Jared Moore Signature Michelle Moore Signature
 Address: 1937 Hunters Trail

Owners: Peter Pisek Signature Jara Pisek Signature
 Address: 62 TROTTER RUN

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) LARRY MOSER + SANDRA MOSER, THOMAS HIMSELF + JETTA TORR, LINDA J. MARKER + LARRY D. MARKER, WILLIAM J. FERGUSON + MICHELLE FERGUSON, DAVID L. WHEATLEY + DONNA WHEATLEY, CHARLES E. LEE + SANDRA K. LEE, ROY WAIT + CATHY WAIT, ERIC S. COOPER + MELISSA COOPER, JARED MOORE + MICHELLE MOORE, PETER PISEK + JARA PISEK who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamoura Munsie Signature
LAMOURA MUNSIE Printed Notary Public

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

Owners: Jerome J. Seavey Suzanne E. Seavey
Signature Signature
Address: 1706 CARDINAL LANE Brownsburg

Owners: Jack Lett Lisa Lett
Signature Signature
Address: 1722 Cardinal Lane Brownsburg

Owners: Edward D. Ware Nancy A. Ware
Signature Signature
Address: 6 Spotted Owl Dr Brownsburg, IN 46112

Owners: James L. Yarnan Marcelle J. Yarnan
Signature Signature
Address: 1713 Cardinal Lane Brownsburg, Ind. 46112

Owners: Timothy K. Bettner Sandra M. Bettner
Signature Signature
Address: 1726 Woodmont Ln Brownsburg, IN 46112

Owners: Roger D. Larkin Carol L. Larkin
Signature Signature
Address: 1419 Hunters Trail Brownsburg, IN 46112-5869

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) JEROME J. SEAVEY + SUZANNE E. SEAVEY, JACK LETT + LISA LETT, EDWARD C. WARE, JR. + NANCY A. WARE, JAMES L. YARNAN + MARCELLE J. YARNAN, TIMOTHY K. BETTNER + SANDRA M. BETTNER, ROGER D. LARKIN + CAROL L. LARKIN.

who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999.

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamourea Munsie
Signature
LAMOUEA MUNSIE
Printed Notary Public

Signature Page of First Amendment to the
Covenants, Limitations and Restrictions of Hunters Cove Subdivision

12

Owners: James L. Larson _____
Signature Signature

Address: 3 Spotted Owl Drive

Owners: Rich Wilson Karen Wilson
Signature Signature

Address: 24 Spotted Owl Dr.

Owners: [Signature] Jennifer Ritter
Signature Signature

Address: 19 Spotted Owl Drive

Owners: [Signature] Linda Oak
Signature Signature

Address: 11 Spotted Owl Dr

Owners: Jeffrey F. Fox Alisa M. Fox
Signature Signature

Address: 1807 Hunters Trail

Owners: Wendy Ann Porter David Porter
Signature Signature

Address: 1707 Hunters Trail

Owners: _____
Signature Signature

Address: _____

Owners: _____
Signature Signature

Address: _____

Owners: _____
Signature Signature

Address: _____

Owners: _____
Signature Signature

Address: _____

STATE OF INDIANA)
COUNTY OF Heudricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) JENNIFER L. LARSON + DAN LARSEN, RICH WILSON + KAREN WILSON, MARK RITTER + JENNIFER RITTER, JEFF VAKIN + LINDY DITKIN, JEFFREY F. FOX + ALISA M. FOX, WENDY ANN PORTER + DAVID PORTER

who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999.

My Commission Expires 5-7-2001
Residing in Heudricks County, Indiana

Lamora Muese
Signature
LAMORA MUESE
Printed Notary Public

Signature Page of First Amendment to the
Covenants, Limitations and Restrictions of Hunters Cove Subdivision

13

Owners:	<u>LONG P. VO</u>	<u>Linda Osborn</u>
	Signature	Signature
Address:	<u>1703 Hunter's Hill</u>	<u>Linda Osborn</u>
Owners:	<u>Daniel D. Kiley</u>	<u>Linda Osborn</u>
	Signature	Signature
Address:	<u>3 Spittle Owl</u>	<u>3 Spittle Owl</u>
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____
Owners:	_____	_____
	Signature	Signature
Address:	_____	_____

STATE OF INDIANA)
COUNTY OF Heudeicks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) VO P LONG, DANIEL D KILEY LINDA OSBORN

who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1999.

My Commission Expires 5-7-2001
Residing in Heudeicks County, Indiana

Lamora Muse
Signature
LAMORA MUSE
Printed Notary Public

Signature Page of First Amendment to the Covenants, Limitations and Restrictions of Hunters Cove Subdivision

14

Owners: Deanne K. Hindley Mark A. Hindley
Signature Signature
Address: 11 Cattail Lane 11 CATAIL LANE

Owners: [Signature] [Signature]
Signature Signature
Address: 13 Raccoon Ct

Owners: [Signature] [Signature]
Signature Signature
Address: 9 Raccoon Ct

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

Owners: _____
Signature Signature
Address: _____

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared (List all persons signing above) Deanne K. Hindley + Mark A. Hindley, Ted Brock and Mary Lee Gambone, David E. Wood + KAREN WOOD

who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of April, 1998.

My Commission Expires 5-7-2001
Residing in Hendricks County, Indiana

Lamourea Mause
Signature
LAMOUREA MAUSE
Printed Notary Public