DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
HUNTER'S POINTE
All Sections - All Lots

THIS DECLARATION made the date hereinafter set-forth by Robert H. Weaver, hereinafter referred to as the "Developer", and/or "Declarant"

WITNESSETH:

WHEREAS, the Developer is the Owner of certain real property hereinafter described, in White River Township, Johnson County, Indiana, and is creating thereon, a residential subdivision and community with permanent park, recreational area and open space for the benefit of the residents of the said subdivision to be known as "Hunter's Pointe", and

WHEREAS, the Developer desires to provide for the preservation of the values of the properties adjacent to and affected by the said park, recreational and common areas and for the maintenance of the said park, recreational, and common areas by the residents of Hunter's Pointe who will eventually own those said areas as herein provided; and to this end desires to subject the real estate described herein, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, assessments and liens as hereinafter set forth, each and all of which is and are for the benefit of the said property and the owners thereof; and

WHEREAS, the Developer has determined it desirable, in an effort to insure the preservation of the values of the said residential properties within the subdivision, as well as the park, recreational, and common areas described herein, and to provide for the continuing maintenance of those areas, to create an entity in which the ultimate responsibility for that said maintenance, and the power and authority
to administer and enforce the covenants and restrictions and
collect and disburse the assessments and charges hereinafter
created should be vested, and

WHEREAS, the Developer has or will cause to be
incorporated under the Laws of the State of Indiana, a not-
for-profit corporation which shall bear the name "Hunter's
Pointe Recreation Association, Inc.", the purpose of which
shall be the ownership and maintenance of the said park,
recreational, and common areas, subject to the terms of
these covenants and restrictions and the members of which
shall be the owners of lots within the subdivision known as
Hunter's Pointe, as designated by the plat thereof.

NOW, THEREFORE, the Developer declares that the
real property described in Article II of this Declaration
and such additions thereto as may hereafter be made pursuant
to the terms of Article II hereof, is and shall be held,
transferred, sold, conveyed, occupied and used subject to
the covenants, restrictions, easements, charges, assessments
and liens (all sometimes referred to as "covenants and
restrictions") created and set forth herein.

ARTICLE I
Definitions

Section 1. The following words, when used in this
"Declaration" or any supplemental declaration (unless the
context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to
Hunter's Pointe Recreation Association, Inc., a not-
for-profit Indiana corporation.

(b) "The Properties" shall mean and refer to all
such existing properties, and additions thereto, as are
subject to this Declaration under the provisions of
Article II hereof and described therein.
(c) "The Lots" shall mean and refer to any numbered plot of land shown upon any recorded plat of "The Properties" and shall include all lots in all sections of the said plat as it now exists or may be hereafter created.

(d) "Park, Recreational, and Common Areas" shall mean and refer to those areas shown on or designated on the recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties" and "The Lots".

(e) "Residence" shall mean and refer to any building designed and intended for use or occupancy as a single-family residence upon any of "The Lots".

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of "The Lots" or "Residence" situated upon "The Properties" but shall not mean or refer to any mortgagee unless and until such mortgagee shall acquire title pursuant to foreclosure or any procedure in lieu of foreclosure.

(g) "Contract Purchaser" shall mean those persons or entities acquiring an equitable interest through purchase or contract of any Lot or Residence situated upon the Properties, provided, however, that the term "Contract Purchaser" shall not refer to or mean building contractors constructing residences upon any of "The Lots".

(h) "Member" shall mean and refer to all owners of Lots in Hunter's Pointe who are, by virtue of that ownership, members of the "Association" as provided herein.
ARTICLE II

Property Subject to These Declarations and Additions

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, occupied and used, subject to this Declaration, located in White River Township, Johnson County, Indiana, and referred to herein as "The Properties", is more particularly described as follows:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter and part of the Northeast quarter of the Northeast quarter of Section 10, Township 13 North, Range 3 East of the Second Principal Meridian described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of the said Section 10; thence South 89 degrees 10 minutes 54 seconds East on and along the North line thereof 1350.98 feet to the Northwest corner of the Northeast quarter of the said Section 10; thence South 88 degrees 59 minutes 38 seconds East on and along the North line thereof 1596.29 feet; thence South 69 degrees 19 minutes 06 seconds East on and along the center line of a County Road 441.56 feet to a point that is 660.00 feet East of the West line of the Northeast quarter of the Northeast quarter of the said Section 10; thence South 0 degrees 56 minutes 34 seconds West parallel to the said West line 1185.63 feet to the North line of the Southeast quarter of the Northeast quarter of the said Section 10; thence South 89 degrees 19 minutes 56 seconds East on and along the said North line 697.01 feet to the Northeast corner of the said quarter quarter section; thence South 0 degrees 43 minutes 24 seconds West on and along the East line thereof 1338.70 feet to the Southeast corner thereof; thence North 89 degrees 59 minutes 36 seconds West on and along the South line thereof 1354.52 feet to the Southwest corner of the said quarter quarter Section; thence North 0 degrees 36 minutes 40 seconds East on and along the West line thereof 1337.00 feet to the Northwest corner of the said quarter quarter Section; thence North 88 degrees 58 minutes 36 seconds West on and along the South line of the Northwest quarter of the Northeast quarter of the said Section 10 1348.47 feet to the Southwest corner thereof; thence North 89 degrees 11 minutes 14 seconds West on and along the South line of the Northeast quarter of the Northwest quarter of the said Section 10 1351.27 feet to the Southwest corner thereof; thence North 0 degrees 48 minutes 09 seconds East on and along the West line of the said quarter quarter Section 1336.84 feet to the Place of Beginning containing 144.00 Acres, more or less, subject to all legal rights-of-way and easements.
Section II. Additional Property.

(a) Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, additional property may be included within the properties subject to the provisions of this Declaration, providing that such amendment shall subject such additional properties to the jurisdiction of the Association and permit the use of the park, recreational and common areas by the owners of the said additional property in conjunction with the members of the Association.

(b) Mergers. Upon a merger or consolidation of the Association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation to the Merger. The surviving corporation shall be authorized to administer and enforce the covenants and restrictions, assessments and liens and no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration as to the existing property except as hereinafter provided.

ARTICLE III
Membership and Voting
Rights in the Association

Section I. Membership. Membership in the Association shall be constituted of all persons or entities who are either record owners of a fee simple interest in any Lot which is a part of The Properties and which is subject by
these covenants of record to assessment by the Association and all persons or entities owning an equitable interest in a contract of purchase for any such Lot, as defined herein; provided, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section II. Membership Classification and Voting Rights.
The Association shall have three (3) classes of membership with voting rights as follows:

Class A. The class of membership shall consist of all owners of a fee simple interest in any Lot within The Properties, with the exception of the Developer, who shall hold Class B membership as hereinafter provided. Class A members shall be entitled to one (1) vote for each Lot in which they hold the fee simple interest required for membership by this Article III. When more than one person holds such interest in, or interests in, any Lot, all such persons shall be members and the one (1) vote for such Lot shall be exercised as they shall among themselves determine, provided, that in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B membership shall be constituted of the Developer and Hunter's Pointe, Inc., or an assignee of either. The Class B members shall be entitled to one (1) vote for each Lot in which he or it holds the fee simple interest required for membership by this Article III, provided; however, that the Class B membership shall be cancelled upon the conveyance by the Developer or Hunter's Pointe, Inc. of the fee simple title to eighty percent (80%) of the Lots within the Properties now or hereafter platted to Owners as defined herein, and conveyance of the park, recreational and common areas described herein, by the Devel-
oper or Hunter's Pointe, Inc. to the Association as provided herein. Cancellation of the Class B membership shall be in accordance with the provisions of the Articles of Incorporation of the Association and shall not be automatic.

Class C: Class C members, if any, shall be those members constituted of the "Contract Purchasers" of Lots as defined herein. Class C members shall not be entitled to voting rights but shall be permitted to participate in all other affairs of the Association, shall possess all other rights and privileges of the Class A membership and all Lots owned by Class C members shall be subject to the assessment and lien provisions of this Declaration, as well as all other provisions hereof.

ARTICLE IV

Property Rights in the Park, Recreational and Common Areas

Section I. The Park, Recreational and Common Areas - Description and Covenant to Convey. The "Park, Recreational and Common Areas" as defined herein are as more particularly described in the Legal Description of the "Park, Recreational and Common Areas," attached hereto as Exhibit "A" and incorporated herein by this reference. The Developer, for himself and Hunter's Pointe, Inc., hereby covenants and declares that the property so described in Exhibit "A" attached hereto and set aside for the common use and enjoyment of the Members of the Association for recreational purposes shall be conveyed to the Association by special Warranty Deed, subject to all liens and encumbrances that existing of record including the provisions of this Declaration and the lien of current taxes, all easements, restrictions, highways and rights-of-way of record, as soon as reasonably possible.
following the completion of the development of fifty percent (50%) of the Lots in Hunter's Point. The Developer may, however, in his discretion, convey the said Park, Recreational and Common Areas to the Association earlier than required by this Declaration.

Section II. Members' Easements of Enjoyment. Subject to the terms of Section III of this Article IV, every member shall have a right and easement of enjoyment for the use of the Park, Recreational and Common Areas, and such easement shall be appurtenant to and pass with the title to every Lot.

Section III. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above described Properties from foreclosure or other encumbrance and

(b) The right of the Association, as provided in its Articles of Incorporation and/or By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not exceeding thirty (30) days for any infraction of its rules and regulations and

(c) The right of the Association to make assessments and charges to cover the costs of maintenance and repair of the Park, Recreational and Common Areas and any improvements owned by the Association.

ARTICLE V
Covenant for Maintenance and Improvement Assessments

Section I. Creation of Joint and Personal Obligation of Assessments. The Developer, being the Owner of all Lots
within the Properties, and the Park, Recreational and Common Areas described in Exhibit "A", hereby covenants, and each subsequent owner of any Lot by acceptance of a deed of conveyance thereof, is deemed to covenant and agrees to pay to the Developer, and then when legally established and in title to the said Park, Recreational and Common Areas, to the Association (1) Annual assessments or charges: (2) Special assessments for capital improvements, if any, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter may be provided, shall be a charge on the Lots in this subdivision and shall be a continuing lien upon such Lots against which this assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as is herein provided, shall also be the personal obligation of the person or persons who were the owners of such Lots at the time such assessment became due, all as provided herein.

Section II. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of maintaining and repairing the Park, Recreational and Common Areas as reasonably necessary to promote the recreation, health, and safety and welfare of the members of the Association which shall include but shall not be limited to the payment of taxes and insurance thereon and for the cost of labor, equipment, materials, management and supervision required for the maintenance thereof.

Section III. Basis and Amount of Annual Assessments. The initial annual assessment shall be Forty Dollars ($40.00) per each Lot and shall be distributed evenly among the members of the Association. The Board of Directors of the Association shall determine at the annual meeting of the Board of Directors and members of the Association whether
the initial annual assessment is sufficient to pay the reasonable costs incurred by the Developer and the Association in the maintenance of the Park, Recreational and Common Areas during the preceding year and shall fix the annual assessment for the following year at that meeting. In lieu of an annual or special assessment of any kind the Class B member of the Association, the Developer, shall provide all sums reasonably necessary in excess of the total annual assessments, owed to the Association for the normal maintenance of the Park, Recreational and Common Areas, or in lieu thereof, provide for maintenance necessary to maintain the said areas in good condition, during a period from the date of conveyance of the said Park, Recreational and Common Areas to the Association until the cancellation of the Class B membership in the Association as provided herein; provided, however, that no obligation on the part of the Developer, in any manner created by this Declaration, shall constitute a lien or encumbrance upon any Lot in the Properties owned by the Developer.

Section IV. Special Assessment for Capital Improvement. In addition to the annual assessments authorized by Section III hereof, the Association may levy in any assessment year on each of the Lots, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an existing capital improvement or other unanticipated expense related to the Park, Recreational and Common Areas, including the repair or replacement of necessary fixtures or personal property related thereto, provided that any such special assessment shall have the approval and vote of two-thirds (2/3) of the voting members of the Association who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all
voting members at least thirty (30) days in advance, set forth therein the purpose of the meeting.

Section V. Quorum Requirements. The quorum required for any action authorized by Section III and IV hereof shall be as follows:

At the first meeting called, as provided in Sections III and IV hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present or represented by proxy at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections III and IV, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section VI. Commencement of Annual Assessments - Due Date. The annual assessments provided for herein shall commence on the first day of May, 2020. The assessment for each succeeding year shall become due and payable on the first day of May of each successive year. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against all Lots equally. The due date of any special assessment under Section IV hereof shall be fixed in the Resolution authorizing such assessment. The Board of Directors of the Association shall prepare a roster of the Properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.
The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section VII. Board of Directors Election and Duties.
The management of the affairs and the authority to conduct the business of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing; provided, however, that the Developer shall be entitled to maintain three (3) Directorships to be filled by the officers of the Developer or its nominees until such time as the Class B membership in the Association is cancelled as provided herein. The initial Board of Directors shall consist of three (3) Members, with the subsequent number and election of Directors to be in accordance with the Articles of Incorporation and By-Laws of the Association.

Section VIII. Effect of Non-Payment of Assessments.
The Personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section VI hereof), then interest thereon and cost of collection thereof as hereinafter provided, shall be added to the assessment and the entire sum shall thereupon become a continuing lien on the applicable Lot or Lots which shall bind such property in the hands of the then Owner, his heirs, Grantees, devisees, personal representatives and assignees. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successor in title unless expressly assumed by them.
If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee shall be added thereto and from that date interest at the rate of ten percent (10%) per annum may be added to the delinquent balance and penalty, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Property. In the event legal proceedings are commenced, there shall be added to such assessment, delinquent fee, and interest, the cost of preparing and filing the Complaint in such action and such costs shall include interest on the total amount as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section IX. Subordination of the Lien to Mortgage.
The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment: provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section X. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) the Park, Recreational and Common Areas as described herein; (c) all Properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all Properties owned by the Developer, Hunter's Pointe.
Inc., or their successors and assigns, as held by them or any of them for sale or resale, including any Lots which may have been reacquired by the Developer, Hunter's Pointe, Inc.

ARTICLE VI
General Provisions

Section I. Building and Use Restrictions. All Properties subject to this Declaration shall be used and developed in accordance with the use and development restrictions as set forth in the plat of Hunter's Pointe. All Sections, which Restrictive Covenants are hereby incorporated into this Declaration as if set forth herein verbatim.

Section II. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective Grantees, legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots, subject to this Declaration, including all Lots, if any, still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section III. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.
Section IV. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section V. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert H. Weaver, Declarant, has caused this document to be executed this 6th day of September, 1979.

[Signature]
Robert H. Weaver
DEVELOPER

STATE OF INDIANA )
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert H. Weaver, who acknowledged the execution of the foregoing Declaration, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 6th day of September, 1979.

[Signature]
Notary Public

My Commission Expires: 26 June 1980

My County of Residence: Marion

This instrument was prepared by Michael J. Wise, Attorney at Law, 3045 South Meridian Street, Indianapolis, Indiana 46217.
LEGAL DESCRIPTION OF PARK, RECREATIONAL, AND COMMON AREAS FOR THE USE OF THE MEMBERS OF HUNTERS POINT RECREATION ASSOCIATION, INC.

PARTS OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, WHICH IS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, NORTH 0°10'18" WEST, 294.00 FEET; THENCE, SOUTH 0°09'06" WEST, 35 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 0°49'17" WEST, 124.16 FEET; THENCE, NORTH 88°59'35" WEST, 137.34 FEET TO THE CENTER LINE OF AN EASEMENT NO. 1081 GRANTED TO INDIANAPOLIS POWER AND LIGHT COMPANY, AS RECORDED IN BOOK NO. 208, PAGE 773, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, THENCE, SOUTH 91°11'43" EAST, 655.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 200 NORTH; THENCE, EAST ALONG SAID RIGHT-OF-WAY, SOUTH 89°10'54" EAST, 540.59 FEET TO THE POINT OF BEGINNING, CONTAINING 4.649 ACRES, MORE OR LESS.

SUBJECT TO TWO EASEMENTS IN FAVOR OF INDIANAPOLIS POWER AND LIGHT COMPANY, RECORDED IN THE OFFICE OF THE JOHNSON COUNTY RECORDER IN BOOK 102, PAGE 97, AND IN BOOK 208, PAGE 753.

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION, THENCE NORTH 0°13'30" EAST, 380.00 FEET; THENCE SOUTH 88°16'15" WEST, 410.00 FEET; THENCE NORTH 0°43'14" WEST, 315.00 FEET; THENCE SOUTH 0°59'13" WEST, 340.00 FEET; THENCE NORTH 0°16'15" EAST, 200.00 FEET; THENCE SOUTH 0°16'15" EAST, 80.00 FEET; THENCE SOUTH 91°13'52" EAST, 425.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.02 ACRES, MORE OR LESS.

ALL TRACTS SUBJECT TO ALL EASEMENTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT "A"

[Signature]

RECEIVED
SIXTH DAY OF SEPTEMBER, ONE THOUSAND SEVENTY-SEVEN

SEP 7 4 1/2 PM 79

L. Huntington, Peter

JOHNSON COUNTY RECORDER
Hunters Pointe - Johnson Co.

KNOW ALL MEN BY THESE PRESENTS: THAT ROBERT H. WEAVER, BEING THE OWNER IN Fee SIMPLE OF THE ATTACHED DESCRIBED REAL ESTATE DO HEREBY MAKE, EJECT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS HUNTER'S POINTS SECTION 11, JOHNSON COUNTY, INDIANA, THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RESTRICTION SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS runing with the land, which said RESTRICTIVE COVENANTS ARE AS FOLLOWS, TO-WIT:

1. No lot in the platted area shall be used except for residential purposes, all buildings shall be erected, altered, placed or permitted to remain on any lot other than as permitted under the applicable provisions of the Zoning and Subdivision Control Ordinances of Johnson County, Indiana, provided, however, that the minimum aggregate sideyard setback requirement for each lot shall be twenty-five feet (25') with a minimum of ten feet (10') on one side, that the minimum rear yard setback shall be twenty-five feet (25') and that the minimum front yard setback for each lot shall be as shown on the recorded plat.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Said committee approval shall be obtained and governed by the provisions of paragraph 7 of these covenants.

(a) No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback line unless similarly approved, and in no case shall be greater than three and one half (3 1/2) feet in height. Approval shall be as provided in par. 15. No fence of any nature shall be erected within the boundaries of any easements reserved on this plat.

(b) No single story dwelling shall have a ground floor area less that 1200 square feet and no two story dwelling shall have a ground floor area less than 1200 square feet.

(c) Each dwelling shall have at least a two car garage but over three garages are specifically prohibited.

3. No building shall be erected on any lot nearer to the front line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, easements, streets and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything he done therein which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, gazebo, shack, garage, barn, dog house, or other outbuilding, shall be constructed, moved onto or used on any lot at any time, for any purpose. No above-the-ground swimming pool shall be erected or permitted on any lot in this Subdivision.

(a) no trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwellings erected on these lots.

(i) The residents shall make every effort to keep their yard and lot in an attractive
3. No nuisance or offensive activity shall be carried on upon any lot which may or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, camp, shed, shack, garage, barn, dog house, or other outbuilding, shall be constructed, moved unto or used on any lot at any time, for any purpose. No above-ground swimming pools shall be erected or permitted upon any lot in this subdivision.

(a) No trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on these lots.

(b) The residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition, and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are pro-

7. The Architectural Control Committee (Committee) shall be composed of three (3) persons all appointed from time to time by the undersigned owners of this development. A majority of the Committee may designate a representative to act on behalf of the Committee. The Committee shall have complete authority to fill its membership in the event of the death, resignation or replacement of any member. Plans, specifications and the site plan of each residence to be constructed shall be submitted to the Committee by United States mail or personal delivery at Post Office Box 512, Lincoln, NE 68504, prior to the commencement of construction of any such improvements.

The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representatives shall fail to approve or disapprove the proposed construction within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit has been commenced to enjoin the construc-

8. All drives into these lots shall be hard surfaced or reconstructed in a manner baffling the other lots in the neighborhood. Said drives shall be maintained in construction and maintenance of these drives shall be under the control of the Architectural Con-

9. No septic tank, foundation, drain, storm, tile or other surface or subsurface drainage features shall be installed or permitted to discharge into any sanitary sewer in this development.

10. At any time, any kind shall be dissuaded to the public view on any lot except by a profes-

11. No drilling, all development operations, all testing, or any operation of any kind shall be permitted upon or in any lot, nor shall all wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, nor shall any other structure designed for mining or boring for all or natural gas shall be erected, maintained, or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept so provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage; other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations 10 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced.

16. Any field tile or underground drain which is encountered in the construction of any improvement within this subdivision shall be repaired, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

(a) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tilted, or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as graded ditches, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when storm sewer culverts or other approved structures have been permitted by the County Drainage Board.

(b) Any property owner disturbing, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

17. Certains of the lots in this Section One abut the South right-of-way line of Olive Branch Road. With the exception of lots 134, 137 and 138, upon either For Ridge Road, Hunters Ridge Land or Crooked Lane. Only lots 134, 137 and 138 shall have driveway access to Olive Branch Road, and all owners of those said three lots shall provide access to Olive Branch Road, subject to and maintain as a portion of the paved driveway on the said lots an area sufficient for parking and turn standard-sized motor vehicles.

18. No trees shall be removed from any lot in this subdivision without the prior written approval of the Architectural Control Committee, which approval shall be given and governed in accordance with the terms as provided in Paragraph 7 of these covenants.

19. The park and recreation area which is a part of this Section One, the recreation area and the access walkways and all recreation facilities hereafter placed upon the said park shall be maintained by the owners and recreation area and all other parts of the recorded plat. The access walkways and all recreation facilities shall be subject to and governed by the Covenants and restrictions contained in the Declaration of Covenants and Restrictions shall contain such terms and provisions as are deemed advisable by the developer for the continued use and maintenance of the said park and recreation area, access walkways and facilities in the best interests of all lot owners and may contain, among other things, the following:

(a) The owners of an Indiana not-for-profit corporation, "Hunter's Pointe Recreation Association, Inc." to which the said recreation area and reserved easements shall be conveyed.

(b) The reservation of the park and recreation area and adjacent easements as open space and the common use and enjoyment of the owners of all lots in this subdivision.
19. The park and recreation area which is a part of this Section One, the recreation area, access walkways and all recreation facilities hereafter placed upon the said park and recreation area, as shown on the recorded plat, shall be maintained by the owners of all of the lots in this subdivision including all subsequent sections hereof and the use and maintenance of the said park and recreation area, access walkways and facilities shall be subject to and governed by the Covenants and Restrictions as contained in the plat as well as the restrictions and covenants contained in the Declaration of Covenants and Restrictions shall contain such terms and provisions as are deemed advisable by the developer for the continued use and maintenance of the said park and recreation area, access walkways and facilities in the best interests of all lot owners and may contain, among other things, the following:

(a) The formation of an Indiana not-for-profit corporation, "Hunter's Pointe Recreation Association, Inc." to which the said recreation area and reserved easements shall be conveyed.

(b) The reservation of the park and recreation area and adjacent easements as shown on this plat for the common use and enjoyment of the owners of all lots in all sections of this subdivision, who shall all be members of Hunter's Pointe Recreation Association, Inc.

(c) The maintenance and repair of the recreation and park area, the payment of taxes and maintenance of insurance thereon and other matters relating to the use and maintenance of the park and recreation area.

(d) The creation of assessments and liens upon all lots in all sections of this subdivision to assure payment proportionately of the costs of the maintenance, repairs, taxes, insurance and other applicable costs; and

(e) Such other matters as are deemed appropriate by Hunter's Pointe Recreation Association, Inc.

Such declaration of covenants and restrictions shall be effective from the time it is placed of record in the office of the Recorder of Johnson County, Indiana, affecting all of the lots in this subdivision, and shall be perpetually binding and effective upon all subsequent owners of such lots.

ASSESSMENTS:

Each owner of every lot in every section in this subdivision shall, and does by the acceptance of ownership thereof, as a condition precedent to ownership, covenant and agree to pay charges and assessments to Hunter's Pointe Recreation Association, Inc., in accordance with the Articles of Incorporation and by-laws of the association, and the Declaration of Covenants and Restrictions.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been previously recorded agreeing to change them in whole or in part.

21. Violation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages without the necessity of having actual damages and such a right of authority to enforce these covenants and restrictions shall be reserved with the Johnson County Plan Commission, Johnson County, Indiana, as well as any successor owning property within this subdivision.

23. The above covenants are subject to all the prevailing laws and rules of law of the Johnson County Plan Commission, Johnson County, Indiana, and all its successors in its place.

State of Indiana
County of Johnson

[Signature]

F. W. [Name]

I, the undersigned, a notary public, duly commissioned to take acknowledgments of administered oaths in the State of Indiana, certify that Robert M. [Name], personally appeared before me and acknowledged the execution the foregoing indenture, as his duly authorized act, this 3rd day of June, 1974.

Notary Public in and for the State of Indiana, County of Johnson

[Signature]