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## HUNTERS POINTE RECREATION ASSOCIATION

### Covenants and Restrictions

1. No lot in the platted area shall be used except for residential purposes, no building 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 side yard 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 building 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, replaced, 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 six (6) feet in height. Further, all fences shall be either made of wood (stained, natural, or earth tones), vinyl-coated, wrought-iron (black, white, or earth tones), or PVC materials (white or earth tones). Approval shall be as provided in part (15) Fifteen. No fence of any nature shall be erected within the boundaries of any easements reserved on this plat. Any exiting fence, not in conformity with this amendment upon recordation of this amendment, may remain and shall be considered grandfathered; however, any replacement fencing after the date of recordation of this amendment, must comply with this provision and requires prior approval of the Association's ACC Committee.
  - (b) No single story dwelling shall have a ground floor area less than 1500 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 open sided carports are specifically prohibited.
  
3. No building shall be located 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, eaves, steps, 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 be done thereon 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, basement, 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 pools shall be erected or permitted upon any lot in the subdivision.
  - (a) No trailer, boat, RV, camper, camping equipment, tractor, lawn mower, ATV, disabled motor vehicle, or similar personal property shall be stored or parked, in any manner whatsoever, anywhere on a lot or on the streets or common areas of the subdivision. Any such vehicle or property must be stored or parked completely within the lot owner's garage.
  - (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 provided hereafter.
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 1091, Greenwood, Indiana 46142, 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 representative 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 construction prior to the completion thereof, approval will not be required and the applicable covenants shall be deemed to have been fully complied with. Failure of the committee to act upon any plan submitted shall not be considered a waiver of the requirements of these covenants as to any subsequent construction on any other lot in this development or the other committee's authority to approve all such construction in accordance herewith.

8. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.
9. No downspout, foundation, drain, storm tile or other surface or subsurface drainage facility shall be caused or permitted to discharge into any sanitary sewer in this development.
10. No sign of any kind shall be displayed to the public view on any lot, except:
  - one sign of not more than five square feet advertising the property for sale;
  - sports and/or other signs provided by a school;
  - one or two professional signs notifying others of underground fences;
  - No more than two professional "Beware of Dog" signs.

There shall be no permanent signs allowed. Notwithstanding the foregoing, in accordance with Indiana Code §32-21-13-4, or any amendments thereto, all members of the Association may display one or more political signs on the member's property, during a period of time no greater than thirty (30) days before or five (5) days after the election to which the sign relates, so long as the number of signs displayed is reasonable, as determined by the ACC. The size of the political sign(s) is further limited to that which is commonly displayed during election campaigns, and in no event shall exceed eighteen by twenty-six inches.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil 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 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. All trash, garbage or other sanitary containers shall be stored completely out of view of neighboring lot owners and the street. If any such container is not stored completely within the lot owner's garage, the lot owner must use adequate fencing, landscaping, or other screening to prevent viewing from the street or by neighboring lot owners.

14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, 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 distances 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 perpetual, 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, tiled, or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grass ways, 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 appropriate sized culverts or other approved structures have been permitted by the County Drainage Board.
  - (b) Any property owner altering, 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. Regarding the lots in this Section One about the South right-of-way line of Olive Brand Road, only lots 134, 135, 137 and 138 shall have driveway access to Olive Branch Road. All owners of those said four lots shall provide and maintain as a portion of the paved driveway an area sufficiently large to park and turn standard-sized motor vehicles.
18. No tress 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 the covenants.

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 insure payment proportionately of the costs of the maintenance, repairs, taxes, insurance and other applicable costs.
  - 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 on 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, covenants and agrees 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. Invalidation 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 proving actual damages. The Association shall have the right and authority to enforce any of the covenants, conditions, restrictions, rules or other regulations set forth in the Hunter's Pointe governing documents and to pursue any and all remedies, at law or in equity, available under applicable Indiana law. An Owner's failure to comply shall be grounds for an action to recover the sums due for damages or injunctive relief or both, maintained by the Association on behalf of the Owners.
  - a. **Waiver.** Failure or delay by the Association or any person to enforce any provisions of the Declaration, the Articles of Incorporation, the Code of By-laws, or the administrative rules and regulations drafted pursuant thereto, as the same may be lawfully amended from time to time, shall in no event be deemed a waiver of the same or of the right to enforcement thereof. The Association shall not be liable for damages of any kind to any person for failure to either abide by or enforce or carry out any provision of the Declaration or any rules or regulations adopted by the Association.
  - b. **Recovery of Costs in Litigation.** In any action, proceeding or litigation arising because of the failure of an Owner to make any payments required by the Declaration, the Articles or the Code of By-laws, or to comply with any provision of the Declaration, the Articles, the Code of By-laws, other rules, regulations, guidelines or standards adopted pursuant thereto, as each may be amended from time to time, the Association seeking enforcement of the same shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such action, proceedings or litigation without the necessity of proving any actual damages to the Association or its members. The Association shall further be entitled to a court order of injunctive relief, including those cases in which the alleged violation is corrected by the Owner following the filing of the lawsuit but before judgment is entered on the matter. Damages or expenses incurred by the Association relating to the prosecution of a violation of these Covenants shall be the personal obligation of the Owner determined to be in violation of any of these covenants, and an Owner cannot avoid liability to the Association for reimbursement of the same by subsequently selling his interest in the property before a factual or final determination regarding the same is made by any court of competent jurisdiction.

- c. **Recovery of Costs without Litigation.** The Association shall also be entitled to recover its costs and reimbursement for legal expenses incurred in gaining an owner's compliance with any provision in the Declaration, the Articles, the Code of By-laws, other rules, regulations, guidelines or standards adopted pursuant thereto, as each may be amended from time to time, regardless of whether an actual lawsuit was ultimately filed against the Owner. Any cost incurred by the Association to gain compliance by an Owner, particularly use of outside legal counsel to gain compliance, shall be recoverable, even if the violation is subsequently corrected and filing a lawsuit is unnecessary. Such costs, at the sole discretion of the Board of Directors, shall be added to the account for the violating owner by the Treasurer and invoiced to said Owner.

23. Homes in Hunter's Pointe sold or transferred in title after the date this amendment to the Covenants and Restrictions for Hunter's Pointe is recorded with the Johnson County Recorder's Office shall be owner-occupied only and shall not be rented or leased to any party. Upon approval and recordation of this covenant amendment, the terms thereof shall run with the land in perpetuity and be binding upon all Owners and their heirs, successors, and assigns in interest. Homes in Hunter's Pointe that are owner-occupied or vacant and are not being rented or leased as of the date this amendment is recorded cannot thereafter be rented, leased, sold on contract, rented to own, or transferred by other similar agreement and must remain owner-occupied only.

- a. **Definitions.** For the purposes of this Section,

"Owner" shall mean the titled owner of record, either identified after the recordation of a deed in the records of the Johnson County Recorder's office, or other evidence of a transfer in title, regardless of recordation of any deed, evidencing ownership of the property.

"Rental or lease agreement" shall include all forms of rental, lease, lease or rent to buy, land or purchase contracts, or other form of agreement that involves the occupation of any Lot or home in Hunter's Pointe by an occupant other than the titled Owner for compensation paid to the titled Owner.

- b. **Retroactivity.** Owners of Homes in Hunter's Pointe who are renting or leasing their home(s) prior to the date this amendment is recorded may continue to rent or lease the home(s) so long as they own the home, but only if the following requirements are met:
- i. All rental or lease agreements executed after the date this amendment is recorded must be for a minimum of six (6) months and may not be for a period longer than one (1) year unless approved by the Board of Directors in writing;
  - ii. All rental or lease agreements shall be in writing and a copy of each lease agreement shall be provided to the Board of Directors within thirty (30) days of said agreement being executed. A copy of all rental or lease agreements in place at the time this amendment is recorded must be provided to the Board of Directors within thirty (30) days of said amendment being recorded;

- iii. All rental or lease agreements shall contain a provision stating that the renter or tenant has been advised of or provided a copy of the Declaration of Covenants, Conditions and Restrictions for Hunter's Pointe, the Plat Covenants and restrictions, the By-laws, the Articles of Incorporation, and all other applicable rules and regulations for Hunter's Pointe and has been informed they must follow these covenants, rules and regulations the same as any other Owner in Hunter's Pointe;
  - iv. All rental or lease agreements shall contain a statement that the Owner of the property understands and acknowledges that any violation of the covenants, rules or regulations, including the failure to pay assessments, shall be the ultimate responsibility of the Owner, not the renter; and
  - v. No rental or lease agreement shall provide for, or be interpreted to provide for, a release of the Owner from his obligations to the Association for compliance with the provisions in the Covenants and Restrictions, By-laws or other rules or regulations promulgated by the Board or from the Owner's liability to the Association for payments of assessments or any other charges.
- c. Owner Occupation. Owners of homes in Hunter's Pointe who are renting or leasing their home(s) prior to the date this amendment is recorded, but stop using the home as a rental after the date this amendment is recorded and reside in the home, may not rent or lease their home again in the future. Once a home becomes owner-occupied after the date this amendment is recorded, it must thereafter remain owner-occupied.
- d. Hardship Exceptions. The Board of Directors may approve an exception to any or all of the requirements set forth in Subsections A and B in cases of undue hardships, but only if so requested or petitioned in writing by the Owner. Such petition must set forth the reasons said exception is being requested and the terms, if applicable, of said exception being requested. The Board of Directors may request further information regarding the petition or may seek modification of the terms of said petition before entering a ruling on the petition. Whether a petition for an undue hardship exception will be granted lies solely within the discretion and authority of the Board of Directors and the Board of Directors may place limits on the length of the exception if deemed appropriate. An exception shall be deemed approved only by a majority vote of the Board of Directors in writing. The Board of Directors has thirty (30) days from the date of receiving the petition to make a ruling on the request. If the Board of Directors does not rule on the petition within the time period, then the request is automatically deemed denied.
- e. Estate Planning Transfers. Any transfer of property title by the Owner to another party for the purpose of estate planning or inheritance, shall not be considered a transfer of title requiring Owner-occupancy for purposes of this section.



- f. Other Resident Occupants. All Owners who do not reside in home(s) in the Hunter's Pointe subdivision, but are not renting or leasing the home to another party for monetary or other compensation, must provide the Board of Directors with the name of the resident(s) living in the home. For purposes of enforcement of rights under this provision, all residents of a home, whether a tenant or guest, shall be treated as a tenant for enforcement purposes under subsection (h).
- g. Rules & Regulations. The Board of Directors shall also have the power to promulgate any additional Rules, Regulations or Guidelines as, in its discretion, may be necessary or appropriate concerning leasing or the conduct of renters, tenants, lessees, purchasers or occupants.
- h. Violations and Enforcement. The Association or any Owner in Hunter's Pointe shall have the right to exercise any and all available remedies at law or in equity, and the following specific remedies shall be available to the Association to ensure the rules set forth in this Section are followed:
- i. If any enforcement action is taken by the Association, regardless of the actual filing of a lawsuit, against a tenant and/or Owner of a home for failing to comply with or follow any provision in the Declaration, then the Association is entitled to reimbursement of any expenses incurred by the Association for the enforcement action from the tenant, the Owner, or if both the tenant and Owner have been joined in the action, then by both the tenant and Owner as joint tenants in common;
  - ii. Any failure of the tenant or Owner of a home to fully comply with the terms set forth in the Declaration, or any purported lease executed in violation of this section, shall constitute an automatic default under the lease and/or this Amendment to the Covenants and Restrictions for Hunter's Pointe, and the Association may elect to void and terminate said rental or lease agreement pursuant to the rules as set forth in this section. If the Association shall so elect, the Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported renter, tenant, lessee, purchaser or occupant (in case of an unauthorized leasing) in the same manner of, and as attorney in fact of said Owner, as the proposed landlord. If an eviction action is taken by the Association, then the Owner shall reimburse the Association for all expenses (including reasonable attorney's fees and disbursement) incurred in connection with such proceedings.
- i. Severability Clause. If any provision of this Section is found to be invalid or unenforceable, it shall not affect or impair the enforceability or validity of any other provision of this rental and leasing restriction covenant; nor shall the Association be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any provision of this Rental Restriction Amendment or any rules, regulations, procedures, guidelines or standards adopted by the Association thereto.

24. In accordance with the current Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), owners may only install satellite dishes / cellular antennae that are one meter or less in diameter. One meter is equal to 39.37 inches, and “diameter” is the distance measured across the widest part of the dish.

- a. Number. Only one dish / cellular antenna may be installed upon each Lot, unless additional dishes / cellular antennae are required to receive additional or unique transmissions that cannot be received by a previously installed dish / cellular antenna. The Architectural Control Committee (ACC) reserves the right to require written verification for the installation of additional dishes / cellular antennae upon any Lot.
- b. Placement. The OTARD Rule allows the Association to designate a preferential order of placement for dishes / cellular antennae in their community. To that end, the ACC desires that satellite dishes / cellular antennae be permanently mounted in a location on the Lot that is the least visible from the street directly in front of the Lot which will not result in a substantial degradation of reception. The priority shall be: 1) in the rear of the Lot; 2) on the side of the Lot or home; 3) attached around the chimney; and 4) the front of the home, in this specified order; therefore, an Owner shall install a satellite dish / cellular antenna in the rear portion of the Lot if acceptable reception can be received from that location. If adequate reception cannot be received from a location along the rear or side portion of the home, then a dish / cellular antenna may be located next around the chimney and finally, if no other location is possible, then it may be in the front of a home; however, if a dish / cellular antenna is located in the front portion of a home, the ACC reserves the right to request an Owner provide adequate documentation from a reputable dish / cellular antenna installation expert that the placement of the dish / cellular antenna had to be located in the front portion of the Lot or home to prevent a substantial degradation of reception. So long as an Owner follows this preferential placement guideline for installation, the Owner does not need to receive prior written approval of the ACC before installing a dish/ cellular antenna.
- c. Relocation. After a dish / cellular antenna is installed, if the ACC believes or determines that the device could have been installed in another location on the Lot less visible from the street directly in front of the home, or that the Owner did not comply or follow the preferred placement order when installing the satellite dish/ cellular antenna, then the ACC reserves the right to require the Owner, at the Owner’s expense, to move the dish / cellular antenna to another location less visible from the street, or to seek the removal of the dish / cellular antenna from its location, so long as the relocation of the dish / cellular antenna does not substantially impact or degrade the reception of the device.

- d. Screening. In addition, the ACC reserves the right to require landscaping, fencing, or other screening around the dish / cellular antenna to hide it from direct view of the street, or to cover or paint the dish / cellular antenna to make it more acceptable in appearance to its surroundings, so long as none of these changes or screenings impair the reception of signals by the device. If an Owner objects to or fails to make such improvements or modifications, then the Association reserves the right to seek injunctive relief to compel the Owner to make the requested improvements or modifications, or to seek the removal of the dish / cellular antenna completely. If such legal action is required, the Association shall be entitled to recovery of its reasonable attorney fees and costs associated with enforcement of the same.
  - e. Other Devices. Other antennae, aerials or devices, radio towers or other radio antennae that are not covered by the OTARD rule, such as dishes / cellular antennae larger than one (1) meter in diameter and ham or amateur radio antennas, are strictly prohibited on any Lot in the Hunter's Pointe subdivision. The Association hereby reserves the authority to adopt additional rules and regulations regarding shapes, styles, colors and number of dishes / cellular antennae, but only if those rules and regulations comply with or conform to the requirements or limitations imposed by Federal, state or local laws regarding satellite dishes / cellular antennae and similar devices.
25. No person required to register with a designated registering agency and/or who is determined to be a sex or violent offender pursuant to INDIANA CODE 11-8-8-5 *et. seq.* ("Registrant"), or any other similar sexual or violent offender registration requirement statute from another jurisdiction, as the same may from time to time be amended, may permanently or temporarily reside in any home or on any Lot in any section of the Hunter's Pointe subdivision for any length or period of time.
- a. Retroactivity. If, subsequent to the recording of this Covenant Amendment in the Office of the Recorder of Johnson County, Indiana, a Registrant who resides in or occupies any home or Lot within any section of The Hunter's Pointe subdivision as an Owner, tenant, resident, or any other possessor of interest, the Lot Owner must immediately cause the person to vacate the Lot or Unit, even if the registrant is the Lot Owner. This restriction shall apply equally to all future Owners, tenants, residents and occupants in Hunter's Pointe; however, this provision shall not be applied retroactively to any Registrant that may reside in Hunter's Pointe prior to this covenant restriction being recorded in the Office of the Recorder of Johnson County, Indiana.

- b. Notice.** The Association must provide any Owner in violation of this provision a written notice sent by first class, postage pre-paid, U.S. Mail to the Owner's last known address that the Owner must correct the violation within thirty (30) days of the date of the notice. If the Registrant does not vacate the home within thirty (30) days of the date the Lot Owner was mailed notification by the Association of the presence of a Registrant, and the Registrant is not the Lot Owner, then the Lot Owner shall immediately commence eviction proceedings or other legal procedure to have the registrant expelled or removed from the home within the Development. If the Lot Owner fails to commence the eviction or legal proceeding within thirty (30) days following the date the Lot Owner was mailed notification by the Association, and/or fails to diligently pursue the eviction or legal proceeding to its conclusion, then the Association has the authority to act as attorney-in-fact for the Lot Owner and may, on behalf of the Lot Owner, pursue the eviction of the Registrant or occupant, or any other legal action against the resident or occupant authorized under the Hunter's Pointe Covenants and Restrictions or Indiana law.
- c. Eviction.** Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction or legal proceedings involving a Registrant residing or occupying any home or Lot in The Hunter's Pointe subdivision, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this provision of the Declaration or other property restrictions. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots in the Hunter's Pointe subdivision and will be binding upon the heirs, personal representatives, successors and assigns of each Lot Owner in the Development as of the date this provision is recorded with the Johnson County Recorder's Office.
- d. Recovery of Fees.** If it is necessary for the Association to pursue any form of legal action, regardless of whether such action is in the form of an injunction, eviction or other form of relief to gain compliance with this provision, the Association shall be entitled to reimbursement for all of its expenses, including, but not limited to, its reasonable attorney fees and court costs, from the Lot Owner. If any action seeking an injunction, or the eviction or removal of a Registrant from the Development does not result in a judgment in favor of the Association, then the Association may, but will not be obligated to, prosecute an appeal seeking the eviction or removal of the Registrant or occupant. In the event the Association obtains a favorable ruling or decision on appeal resulting in the eviction or removal of the resident or occupant from the Development, or upholding the validity of this covenant restriction, the Lot Owner shall be responsible to reimburse the Association for all of its expenses, including, but not limited to, its reasonable attorney fees and court costs, incurred in prosecution of the appeal.

- e. No Liability. Neither the Association nor any Board member shall be liable to any Lot Owner, or anyone residing in, occupying or visiting any Lot in Hunter's Pointe as the result of the Association's failure or alleged failure, whether negligent, intentional or otherwise, to notify any Lot Owner, resident, occupant or visitor within Hunter's Pointe of the presence, residency or occupancy of a Registrant in Hunter's Pointe or to pursue the eviction or removal from Hunter's Pointe of any Registrant.
  - f. Application. Upon approval and recordation of this covenant, the terms thereof shall run with the land in perpetuity and be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to any home or Lot in Hunter's Pointe subdivision and their heirs, successors, and assigns in interest.
26. The following shall be applicable to the Common Areas as indicated on the Plats (1.55 acres located between Millstream and Cobblestone Way and 4.55 Acres bordering the West edge of the neighborhood along Hunter's Ridge Lane).
- a. No owner, or their guest or family, shall operate a motorized recreation or sport utility vehicle, or construction equipment of any kind, including but not limited to ATVs, motorcycles, Bobcats, or tractors on the Common Areas without prior written approval of the Board of Directors.
  - b. No owner, or their guest or family, shall alter, damage, or destroy any part of the Common Areas without prior written approval of the Board of Directors.
27. The above covenants are subject to all the prevailing rules and regulations of the Johnson County Plan Commission, Johnson County, Indiana, its assigns and/or successors.