



SECOND 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 Homeowners Association, Inc., an Indiana not-for-profit corporation, and the undersigned owners, representing the fee simple owners of at least a majority of the lots in Hunters Cove in that new Section 20 shall be added, with the amendment requirements of Section 13 of the Subdivision Restrictions having been fulfilled, and read as follows:

20. PROHIBITION AGAINST LEASING OF LOTS.

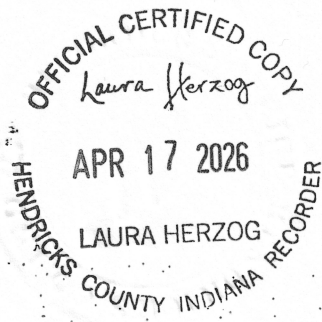
(a) Prohibition against Leasing of Lots ("Rental Ban"). In order to insure that the Owners within Hunters Cove share the same proprietary interest in and respect of the lots and other lands within Hunters Cove, there shall be no leasing or rental of any of the lots. Residents of a lot shall only consist of the Owner(s) thereof and no leasing for exclusive occupancy by one or more non-owner tenant.

Notwithstanding the foregoing, the Rental Ban described above shall not apply to any lot of an Owner in Hunters Cove who, as of April 14, 2015, is renting or leasing said lot and provides written proof thereof to the Association's Board of Directors by identifying the tenant (but which may have the rental amount deleted). The Owners of such currently-rented homes shall not be subject to the provisions of this Subsection A, but shall be subject to the remaining provisions of Section 20, Prohibition against Leasing of lots. However, when the Owners of any of the above-described lots sell, transfer, or convey such lot(s) after April 14, 2015, such lot(s) shall immediately become subject to this Subsection A.

(b) Hardship Exceptions and Waiver. Notwithstanding Subsection A above, if an Owner wishes to rent or lease his or her lot, the Owner may request the Board of Directors to waive the Rental Ban and approve a proposed lease if the Owner establishes to the Board of Directors' satisfaction that the Rental Ban will cause undue hardship to the Owner. If

201507752 COV \$20.00
04/14/2015 12:10:01P 4 PGS
Theresa Lynch
Hendricks County Recorder IN
Recorded as Presented





a majority of the Board of Directors approves in writing the Owner's request, the Board of Directors shall permit the Owner to rent or lease said lot, subject to any further conditions or limitation imposed by the Board of Directors in the Board of Directors' discretion, but only if the Owner satisfies all other requirements of this Section 20. Such decision shall be at the sole discretion of the Board. Examples of undue hardship may include:

(1) death, dissolution, or liquidation of an Owner; (2) divorce or marriage of an Owner; (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Hunters Cove due to a change of employment or retirement of at least one (1) such Owner; (4) necessary relocation of the residence of an Owner due to mental or physical infirmity, or disability of at least one (1) such Owner; and (5) other similar circumstances.

(c) General Lease Conditions. All permitted leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any lot other than the entire lot shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Subdivision Restrictions, the By-laws of the Association, the Articles of Incorporation of the Association, and any rules and regulations promulgated by the Board of Directors, as amended to the same extent as if the tenant was an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such lot. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of Subdivision Restrictions, By-Laws, and Articles of Incorporation to the tenants prior to the effective date of any lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside at the lot shall provide the Board of Directors with the name of all tenant(s) and any other occupants living at the lot.

(d) Owner Liability. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owner's liability to the Association for payments of the assessments or other charges or any other Owner obligations contemplated by the Subdivision Restrictions.

OFFICIAL CERTIFIED COPY
Laura Herzog

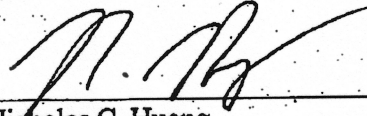
APR 17 2026

HENDRICKS
COURT

LAURA HERZOG

This instrument prepared by: Nicholas C. Huang, P.C., Attorney at Law, 450 Barrister Building,
155 East Market Street, Indianapolis, Indiana, 46204, (317)634-5544.

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



Nicholas C. Huang