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January 27, 2010 3:52 PM
Julie L. Voorhies,
Marion County Recorder



Pages: 10

Fee: \$42.50
By: KDB

Cross-reference to Instrument No. 870066252

BILLIE J. BREAUX
MARION COUNTY AUDITOR

021321 JAN 27 2010

DAILY ENTERED FOR REGISTRATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

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KB

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 1,
AN ADDITION TO MARION COUNTY, INDIANA**

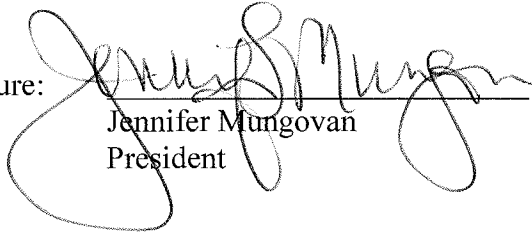
WHEREAS, pursuant to instrument number 870066252 certain plat restrictions and covenants (the "Covenants") were recorded in the office of the Marion County Recorder for Section 1, Oakland Hills at Geist, an addition to Marion County, Indiana; and

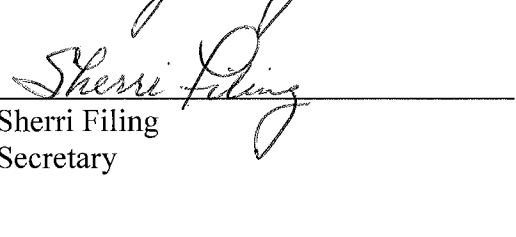
WHEREAS, pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current lot owners of lots in said Section; and

WHEREAS, pursuant to a vote of such lot owners held in December of 2009, a majority of the lot owners voted to amend the Covenants as set forth herein.

NOW, THEREFORE, the Oakland Hills Neighborhood Association, Inc. ("OHNA"), as the authorized entity to do so does hereby file the amended and restated Covenants for said Section as set forth on Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, OHNA, by its authorized officers, does hereby certify to the veracity of the above statements and does hereby execute this document this 19 day of January, 2010.

Signature: 
Jennifer Mungovan
President

Signature: 
Sherri Filing
Secretary

STATE OF INDIANA)
COUNTY OF MARION)

SS: ACKNOWLEDGMENT

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

Witness my hand and Notarial Seal this 19th day of January, 2010.

My Commission Expires: 08/01/2016

M. Karen Jones
Notary Public

M. KAREN JONES

Printed

Resident of BOONE County



This instrument was prepared by and, following recording, should be returned to: Timothy C. Lawson, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., One American Square, Suite 2000, Box 82064, Indianapolis, Indiana 46282. *

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

EXHIBIT "A"

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 1,
AN ADDITION TO MARION COUNTY, INDIANA**

The subdivision is known and designated as **OAKLAND HILLS AT GEIST**, an addition in Marion County, Indiana.

1. Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage Easements (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

B. Sewer Easements (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. Utility Easements (U.E.) - are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. Residential Setback Requirements:

A. In general - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development.

D. Cul-De-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

E. Side Yards - See specification on Exhibit "A" attached hereto and incorporated herein.

F. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

G. Contiguous Lots - If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

3. Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two (2) cars and no more than four (4) cars, and Dawson Development Company, LP ("Dawson Development"), or Oakland Hills Neighborhood Association, Inc. ("OHNA") approved, as the case may be, residential accessory buildings. A non-access easement along lots abutting East 63rd Street and East 75th Street shall provide for no direct driveway access to said streets by the owners of lots abutting said streets.

4. Dwelling Size: The relevant dwelling size requirements for lots in the sections covered by these covenants are set forth on Exhibit "A", attached hereto and incorporated herewith.

5. Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by an authorized representative of Dawson Development. In addition, no outbuilding, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from Dawson Development or by the OHNA Board of Directors, as applicable. No member, representative, or owner of Dawson Development or the OHNA Board shall have any liability to any lot owner with respect to the exercise or non-exercise of the duties hereunder. Provided however that at such time as an authorized representative of Dawson Development provides written notice to OHNA that Dawson Development wishes to relinquish this authority, at such time OHNA shall be entitled to exercise such authority.

6. Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 23 through 25, 67 through 70, 73 through 76, and 102 through 108 are the lots so served. All private drives (C.D.) shall be utility easements (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

7. Golf Course: For any lot that adjoins the Old Oakland Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Lot owners do not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of the purchase of property in the subdivision. Lot owners further acknowledge that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and lot owners hereby expressly agree to assume such risks. Lot owners further acknowledge and agree that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made or taken against any seller of property in the subdivision, Dawson Development, OHNA, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

8. Vehicle Parking and Temporary Structures: No camper (motorized, tent "pop up", or otherwise), motor home, trucks (larger than ¾ ton), semi-tractor trailers (including, but not limited to, the cab/driver portion thereof), boat, shack or outhouse shall be erected, maintained, or kept on any lot or located on the street adjoining any such lot for a period of more than ten (10) days in any twelve (12) month period, except that for use by the builder during the construction of a proper structure. Personal or work vehicles owned or driven by the owner, or other persons living in the home on the lot, shall not be routinely parked in the street during the day or overnight, but shall be parked in the owner's driveway.

9. Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by Dawson Development, or OHNA, as the case may be, upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and right-of-way. Removal or destruction of such trees by a lot owner or his/her successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Dawson Development, or OHNA, as the case may be, within ninety (90) days notice in writing, and upon failure to do so, Dawson Development, or OHNA, as the case may be, shall cause such tree to be replaced and the cost of such replacement shall be paid by the property owner within fifteen (15) days of written notice thereof, and in the event of nonpayment, a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien may be placed. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

11. Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. For all other requirements relative to fencing, the provisions of the Oakland Hills Architectural and Development Control Guidelines shall control. It shall be the lot owner's responsibility to consult such Guidelines and to the extent a non-conforming fence is erected on any lot, either Dawson Development or OHNA shall have the right to require removal of the fence, or modifications so as to conform with the Guidelines.

12. 100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by the Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

14. Sight Line: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

16. Antennas and Receivers: No satellite receiver, down-link, shortwave amateur radio tower or exterior antenna shall be permitted on any lot without the prior written consent of Dawson Development or OHNA, as the case may be, which shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot. As provided by Section 207 of the Telecommunications Act of 1996, and related implementing regulations, this provision shall not prohibit the installation of a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. However, the lot owner shall, while to the extent necessary to retain line-of-site reception, install such antenna so as not to be visible from the street.

17. Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, improve the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by Owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

Any improvements after initial home construction on the lot or to any additions to structures on the lot, shall be subject to the prior approval of OHNA and the Old Oakland Golf Course (if the lot is located on the Old Oakland Golf Course), or by OHNA only if the lot is not located on the Golf Course. Such improvements shall be subject to the Oakland Hills Architectural and Development Control Guidelines which are incorporated herein by reference. It shall be the lot owner's responsibility to consult such Guidelines and obtain the proper approvals prior to any such improvements or additions being commenced.

18. Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these covenants and restrictions, Dawson Development or OHNA shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to Dawson Development or OHNA shall be collected in any reasonable manner from owner. Neither Dawson Development, OHNA, nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, correct the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be shall have the authority to cause such repairs or improvements to occur, the cost of such repairs or improvements shall be immediately paid by owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

19. Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

20. Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

21. Garage Doors: All garages opening to the street shall have automatic door controls.

22. Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

23. Development and Sale Period: During the development period, Dawson Development shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Dawson Development, as in the sole opinion of Dawson Development may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

24. Vegetation: Lot owners shall not permit the growth of weeds, excess grass growth, or volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall entitle Dawson Development, OHNA or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and Dawson Development, OHNA or any such land owner shall be entitled to file a lien against said real estate for the expense thereof, in the event that said owner fails to pay for the cost of the improvement.

Upon written notice from Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, that said maintenance is needed pursuant to these covenants, the owner shall, within fourteen (14) days of such written notice, remedy, or commence a good faith effort to so remedy, the unsightly conditions. Upon failure to do so, Dawson

Development, OHNA, or any land owner in Oakland Hills at Geist, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by owner upon written notice, or such cost will result in a lien being able to be placed upon the property by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

25. Occupancy: In the event a homeowner should vacate the property for any reason, including, but not limited to, leasing or listing the property for sale, the homeowner shall be required to provide OHNA in writing with a current mailing address and telephone number within thirty (30) days of their departure. In any event, the homeowner shall remain responsible for all obligations established under these covenants.

26. Binding Effect: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for OHNA or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

27. Covenants to Run with the Land: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2015 at which time said covenants shall be automatically extend for successive periods of five (5) years. Provided however, that notwithstanding the foregoing, at any time these covenants may be amended, in whole or in part, by a vote of the majority of the then owners of the lots in the section in which said lots are located. Lot owners shall be entitled to one vote for each lot owned.

28. Enforcement: Except as otherwise provided in these covenants, the Right of enforcement of these covenants is hereby granted to each of the Department of Metropolitan Development of Marion County, Indiana, Dawson Development, and OHNA each of which may act on their own, or in concert with any of the other two individually or collectively. Any waiver of enforcement of any provisions of these covenants by Dawson Development or OHNA shall not act as a waiver of any right to future enforcement.

29. Incorporation of Exhibit A: The provisions of Exhibit "A" are hereby incorporated herewith and made a part hereof, with the same force and effect as if fully set forth herein.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

END OF DOCUMENT

EXHIBIT A
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 1

2(E). Side Yards: The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

4. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,300 square feet in the case of a one story structure, nor less than 1,000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2,700 square feet of finished and livable floor area.

EXHIBIT B
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 1 Legal Description

Part of the Southwest Quarter of Section 28, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the North line of said Quarter Section 1354.90 feet to the Point of Beginning; thence South 00 degrees 04 minutes 31 seconds East 1049.82 feet; thence North 90 degrees 00 minutes 00 seconds East 85.88 feet; thence North 35 degrees 30 minutes 00 seconds East 246.00 feet; thence North 00 degrees 00 minutes 00 seconds 103.00 feet; thence South 72 degrees 23 minutes 48 seconds East 207.00 feet; thence North 57 degrees 06 minutes 39 seconds East 219.44 feet; thence North 25 degrees 21 minutes 47 seconds East 155.95 feet; thence South 58 degrees 18 minutes 23 seconds East 200.00 feet to a point on a curve having a radius of 275.00 feet, the radius point of which bears South 49 degrees 58 minutes 37 seconds East of said point; thence Southwesterly along said curve 17.04 feet to a point which bears North 53 degrees 31 minutes 38 seconds West of said radius point; thence South 53 degrees 31 minutes 38 seconds East 50.00 feet; thence South 60 degrees 29 minutes 02 seconds East 170.00 feet; thence North 37 degrees 48 minutes 53 seconds East 66.00 feet; thence North 56 degrees 00 minutes 00 seconds East 201.74 feet; thence North 90 degrees 00 minutes 00 seconds East 69.36 feet to a point on the East line of said Quarter section, said point being South 00 degrees 42 minutes 50 seconds West 616.09 feet from the Northeast Corner of said Quarter Section; thence North 00 degrees 42 minutes 50 seconds East 616.09 feet to said Northeast corner; thence along the North line of said Quarter Section North 90 degrees 00 minutes 00 seconds West 1311.01 feet to the Point of Beginning, containing 22.49 acres, more or less.

This subdivision consists of 44 lots, numbered 1 through 44 inclusively and Block "A". Block "A" contains 0.18 acres, more or less. The size of the lots and block, and width of streets are shown in figures denoting feet and decimal parts thereof.

BILLIE J. BREAUX
MARION COUNTY AUDITOR

021322 JAN 27 09

DULY EXAMINED FOR REGISTRATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

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**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 2,
AN ADDITION TO MARION COUNTY, INDIANA**

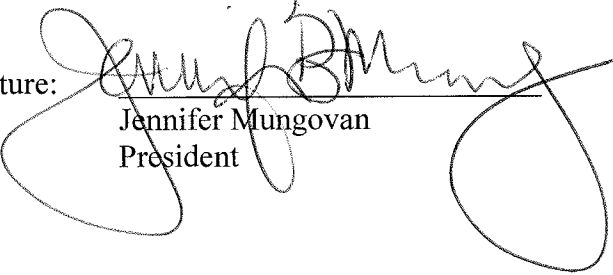
WHEREAS, pursuant to instrument number 880000973 certain plat restrictions and covenants (the "Covenants") were recorded on June 9, 1987 in the office of the Marion County Recorder for Section 2, Oakland Hills at Geist, an addition to Marion County, Indiana; and

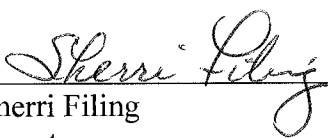
WHEREAS, pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current lot owners of lots in said Section; and

WHEREAS, pursuant to a vote of such lot owners held in December of 2009, a majority of the lot owners voted to amend the Covenants as set forth herein.

NOW, THEREFORE, the Oakland Hills Neighborhood Association, Inc. ("OHNA"), as the authorized entity to do so does hereby file the amended and restated Covenants for said Section as set forth on Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, OHNA, by its authorized officers, does hereby certify to the veracity of the above statements and does hereby execute this document this 19 day of January, 2010.

Signature: 
Jennifer Mungovan
President

Signature: 
Sherri Filing
Secretary

A201000008030



STATE OF INDIANA)
COUNTY OF MARION)

SS: ACKNOWLEDGMENT

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

Witness my hand and Notarial Seal this 19th day of January, 2010.

My Commission Expires: 08/01/2016

M. Karen Jones
Notary Public
M. KAREN JONES



Printed
Resident of BOONE County

This instrument was prepared by and, following recording, should be returned to: Timothy C. Lawson, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., One American Square, Suite 2000, Box 82064, Indianapolis, Indiana 46282.

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

EXHIBIT "A"

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 2,
AN ADDITION TO MARION COUNTY, INDIANA**

The subdivision is known and designated as **OAKLAND HILLS AT GEIST**, an addition in Marion County, Indiana.

1. Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage Easements (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

B. Sewer Easements (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. Utility Easements (U.E.) - are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. Residential Setback Requirements:

A. In general - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development.

D. Cul-De-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

E. Side Yards - See specification on Exhibit "A" attached hereto and incorporated herein.

F. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

G. Contiguous Lots - If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

3. Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two (2) cars and no more than four (4) cars, and Dawson Development Company, LP ("Dawson Development"), or Oakland Hills Neighborhood Association, Inc. ("OHNA") approved, as the case may be, residential accessory buildings. A non-access easement along lots abutting East 63rd Street and East 75th Street shall provide for no direct driveway access to said streets by the owners of lots abutting said streets.

4. Dwelling Size: The relevant dwelling size requirements for lots in the sections covered by these covenants are set forth on Exhibit "A", attached hereto and incorporated herewith.

5. Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by an authorized representative of Dawson Development. In addition, no outbuilding, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from Dawson Development or by the OHNA Board of Directors, as applicable. No member, representative, or owner of Dawson Development or the OHNA Board shall have any liability to any lot owner with respect to the exercise or non-exercise of the duties hereunder. Provided however that at such time as an authorized representative of Dawson Development provides written notice to OHNA that Dawson Development wishes to relinquish this authority, at such time OHNA shall be entitled to exercise such authority.

6. Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 23 through 25, 67 through 70, 73 through 76, and 102 through 108 are the lots so served. All private drives (C.D.) shall be utility easements (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

7. Golf Course: For any lot that adjoins the Old Oakland Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Lot owners do not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of the purchase of property in the subdivision. Lot owners further acknowledge that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and lot owners hereby expressly agree to assume such risks. Lot owners further acknowledge and agree that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made or taken against any seller of property in the subdivision, Dawson Development, OHNA, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

8. Vehicle Parking and Temporary Structures: No camper (motorized, tent "pop up", or otherwise), motor home, trucks (larger than ¾ ton), semi-tractor trailers (including, but not limited to, the cab/driver portion thereof), boat, shack or outhouse shall be erected, maintained, or kept on any lot or located on the street adjoining any such lot for a period of more than ten (10) days in any twelve (12) month period, except that for use by the builder during the construction of a proper structure. Personal or work vehicles owned or driven by the owner, or other persons living in the home on the lot, shall not be routinely parked in the street during the day or overnight, but shall be parked in the owner's driveway.

9. Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by Dawson Development, or OHNA, as the case may be, upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and right-of-way. Removal or destruction of such trees by a lot owner or his/her successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Dawson Development, or OHNA, as the case may be, within ninety (90) days notice in writing, and upon failure to do so, Dawson Development, or OHNA, as the case may be, shall cause such tree to be replaced and the cost of such replacement shall be paid by the property owner within fifteen (15) days of written notice thereof, and in the event of nonpayment, a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien may be placed. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

11. Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. For all other requirements relative to fencing, the provisions of the Oakland Hills Architectural and Development Control Guidelines shall control. It shall be the lot owner's responsibility to consult such Guidelines and to the extent a non-conforming fence is erected on any lot, either Dawson Development or OHNA shall have the right to require removal of the fence, or modifications so as to conform with the Guidelines.

12. 100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by the Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

14. Sight Line: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

16. Antennas and Receivers: No satellite receiver, down-link, shortwave amateur radio tower or exterior antenna shall be permitted on any lot without the prior written consent of Dawson Development or OHNA, as the case may be, which shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot. As provided by Section 207 of the Telecommunications Act of 1996, and related implementing regulations, this provision shall not prohibit the installation of a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. However, the lot owner shall, while to the extent necessary to retain line-of-site reception, install such antenna so as not to be visible from the street.

17. Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, improve the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by Owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

Any improvements after initial home construction on the lot or to any additions to structures on the lot, shall be subject to the prior approval of OHNA and the Old Oakland Golf Course (if the lot is located on the Old Oakland Golf Course), or by OHNA only if the lot is not located on the Golf Course. Such improvements shall be subject to the Oakland Hills Architectural and Development Control Guidelines which are incorporated herein by reference. It shall be the lot owner's

responsibility to consult such Guidelines and obtain the proper approvals prior to any such improvements or additions being commenced.

18. Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these covenants and restrictions, Dawson Development or OHNA shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to Dawson Development or OHNA shall be collected in any reasonable manner from owner. Neither Dawson Development, OHNA, nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, correct the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be shall have the authority to cause such repairs or improvements to occur, the cost of such repairs or improvements shall be immediately paid by owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

19. Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

20. Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

21. Garage Doors: All garages opening to the street shall have automatic door controls.

22. Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

23. Development and Sale Period: During the development period, Dawson Development shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Dawson Development, as in the sole opinion of Dawson Development may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

24. Vegetation: Lot owners shall not permit the growth of weeds, excess grass growth, or volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall entitle Dawson Development, OHNA or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and Dawson Development, OHNA or any such land owner shall be entitled to file a lien against said real estate for the expense thereof, in the event that said owner fails to pay for the cost of the improvement.

Upon written notice from Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, that said maintenance is needed pursuant to these covenants, the owner shall, within fourteen (14) days of such written notice, remedy, or commence a good faith effort to so remedy, the unsightly conditions. Upon failure to do so, Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by owner upon written notice, or such cost will result in a lien being able to be placed upon the property by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of

such lien. Any costs incurred by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

25. Occupancy: In the event a homeowner should vacate the property for any reason, including, but not limited to, leasing or listing the property for sale, the homeowner shall be required to provide OHNA in writing with a current mailing address and telephone number within thirty (30) days of their departure. In any event, the homeowner shall remain responsible for all obligations established under these covenants.

26. Binding Effect: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for OHNA or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

27. Covenants to Run with the Land: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2015 at which time said covenants shall be automatically extend for successive periods of five (5) years. Provided however, that notwithstanding the foregoing, at any time these covenants may be amended, in whole or in part, by a vote of the majority of the then owners of the lots in the section in which said lots are located. Lot owners shall be entitled to one vote for each lot owned.

28. Enforcement: Except as otherwise provided in these covenants, the Right of enforcement of these covenants is hereby granted to each of the Department of Metropolitan Development of Marion County, Indiana, Dawson Development, and OHNA each of which may act on their own, or in concert with any of the other two individually or collectively. Any waiver of enforcement of any provisions of these covenants by Dawson Development or OHNA shall not act as a waiver of any right to future enforcement.

29. Incorporation of Exhibit A: The provisions of Exhibit "A" are hereby incorporated herewith and made a part hereof, with the same force and effect as if fully set forth herein.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

END OF DOCUMENT

EXHIBIT A
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 2

2(E). Side Yards: The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

4. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,300 square feet in the case of a one story structure, nor less than 1,000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2,700 square feet of finished and livable floor area.

EXHIBIT B
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 2 Legal Description

Part of the Southwest Quarter of Section 28, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter Section: thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the North line of said Quarter Section 1354.90 feet to the Northwest Corner of Oakland Hills at Geist Section One, a subdivision in Marion County, Indiana, the plat of which was recorded June 9th, 1987 as Instrument No. 87-66252 in the Office of the Recorder of Marion County, Indiana (the next fourteen courses are along said subdivision), 1) thence South 00 degrees 04 minutes 31 seconds East 1049.82 feet to the Point of Beginning; 2) thence North 90 degrees 00 minutes 00 seconds East 85.88 feet; 3) thence North 35 degrees 30 minutes 00 seconds East 246.00 feet; 4) thence North 00 degrees 00 minutes 00 seconds 103.00 feet; 5) thence South 72 degrees 23 minutes 48 seconds East 207.00 feet; 6) thence North 57 degrees 06 minutes 39 seconds East 219.44 feet; 7) thence North 25 degrees 21 minutes 47 seconds East 155.95 feet; 8) thence South 58 degrees 18 minutes 23 seconds East 200.00 feet to a point on a curve having a radius of 275.00 feet, the radius point of which bears South 49 degrees 58 minutes 37 seconds East of said point; 9) thence Southwesterly along said curve 17.04 feet to a point which bears North 53 degrees 31 minutes 38 seconds West of said radius point; 10) thence South 53 degrees 31 minutes 38 seconds East 50.00 feet; 11) thence South 60 degrees 29 minutes 02 seconds East 170.00 feet; 12) thence North 37 degrees 48 minutes 53 seconds East 66.00 feet; 13) thence North 56 degrees 00 minutes 00 seconds East 201.74 feet; 14) thence North 90 degrees 00 minutes 00 seconds East 69.36 feet to a point on the West line of a tract of land conveyed to the Oaklandon Development Co., Inc., per Instrument No. 64-35314 as recorded in the Office of the Recorder of Marion County, Indiana, said point being on the East line of said Southwest Quarter Section South 00 degrees 42 minutes 50 seconds West 616.09 feet from the Northeast Corner of said Southwest Quarter Section (the next three courses are along said tract); 1) thence along said East line of said Southwest Quarter Section South 00 degrees 42 minutes 50 seconds West 933.71 feet; 2) thence South 90 degrees 00 minutes 00 seconds West 181.50 feet; 3) thence parallel with the East line of said Southwest Quarter Section South 00 degrees 42 minutes 50 seconds West 412.50 feet to the Southwest corner of a tract of land conveyed to Oaklandon Development Co., Inc., per Instrument No. 64-35315 as recorded in said Office of the Recorder; thence North 36 degrees 56 minutes 24 seconds West 46.50 feet to a point on the centerline of Indian Creek (the following twelve courses are along said centerline); 1) thence North 34 degrees 59 minutes 31 seconds West 122.07 feet; 2) thence North 55 degrees 42 minutes 10 seconds West 104.71 feet; 3) thence South 79 degrees 05 minutes 20 seconds West 126.79 feet; 4) thence South 63 degrees 55 minutes 16 seconds West 125.92 feet to a non tangent curve having a radius of 88.00 feet, the radius point of which bears North 08 degrees 33 minutes 36 seconds East; 5) thence Northwesterly along said curve 81.96 feet to a point which bears South 61 degrees 55 minutes 17 seconds West from said radius point; 6) thence North 28 degrees 04 minutes 43 seconds West 33.30 feet to a curve having a radius of 79.75 feet, the radius point of which bears South 61 degrees 55 minutes 17 seconds West; 7) thence Northwesterly and Southwesterly along said curve 114.90 feet to a point which bears North 20 degrees 37 minutes 44 seconds West from said radius point; 8) thence South 69 degrees 22 minutes 16 seconds West 168.04 feet to a curve having a radius of 126.70 feet, the radius point of which bears North 20 degrees 37 minutes 44 seconds West from said radius point; 9) thence Westerly and Northwesterly along said curve 22.76 feet to a point which bears South 80 degrees 06 minutes 46 seconds West from said radius point; 10) thence North 09 degrees 53 minutes 14 seconds West 185.20 feet to a curve having a radius of 100 feet, the radius point of which bears South 80 degrees 06 minutes 46 seconds West; 11) thence Northwesterly along said curve 97.31 feet to a point which bears North 24 degrees 21 minutes 30 seconds East from said radius point; 12) thence North 65 degrees 38 minutes 30 seconds West 95.16 feet to a point which lies South 00 degrees 04 minutes 31 seconds West 350.21 feet from the Point of Beginning; thence North 00 degrees 04 minutes 31 seconds West 350.21 feet to the Point of Beginning, containing 29.10 acres, more or less.

This subdivision consists of 38 lots, numbered 45 through 82, inclusively, and Blocks "B" and "C". Block "B" contains 0.16 acres, more or less, and Block "C" contains 0.18 acres, more or less. The size of the lots and block and width of streets are shown in figures denoting feet and decimal parts thereof.

BILLIE J. BREAUX
MARION COUNTY AUDITOR

021323 JAN 27 09

DULY ENTERED FOR REGISTRATION
SUBJECT TO FINAL COMPLIANCE
FOR TRANSFER

(10)
KB

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 3,
AN ADDITION TO MARION COUNTY, INDIANA**

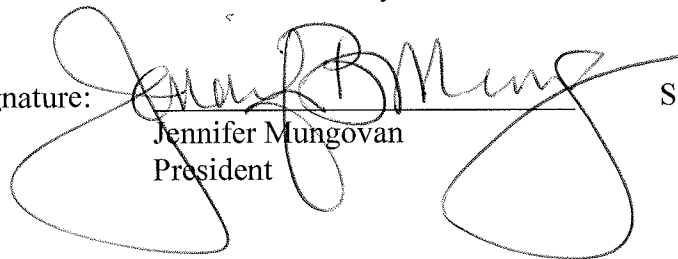
WHEREAS, pursuant to instrument number 890078642 certain plat restrictions and covenants (the "Covenants") were recorded in the office of the Marion County Recorder for Section 3, Oakland Hills at Geist, an addition to Marion County, Indiana; and


WHEREAS, pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current lot owners of lots in said Section; and

WHEREAS, pursuant to a vote of such lot owners held in December of 2009, a majority of the lot owners voted to amend the Covenants as set forth herein.

NOW, THEREFORE, the Oakland Hills Neighborhood Association, Inc. ("OHNA"), as the authorized entity to do so does hereby file the amended and restated Covenants for said Section as set forth on Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, OHNA, by its authorized officers, does hereby certify to the veracity of the above statements and does hereby execute this document this 19 day of January, 2010.

Signature: 
Jennifer Mungovan
President

Signature: 
Sherri Filing
Secretary

A201000008031

January 27, 2010 3:52 PM
Julie L. Voorhies,
Marion County Recorder



Pages: 10
Fee: \$42.50
By: KDB

STATE OF INDIANA)
)
COUNTY OF MARION)

SS: ACKNOWLEDGMENT

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

Witness my hand and Notarial Seal this 19th day of January, 2010.

My Commission Expires: 08/01/2016

M. Karen Jones
Notary Public

M. KAREN JONES

Printed
Resident of BOONE County



This instrument was prepared by and, following recording, should be returned to: Timothy C. Lawson, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., One American Square, Suite 2000, Box 82064, Indianapolis, Indiana 46282. *

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

EXHIBIT "A"

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 3,
AN ADDITION TO MARION COUNTY, INDIANA**

The subdivision is known and designated as **OAKLAND HILLS AT GEIST**, an addition in Marion County, Indiana.

1. Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage Easements (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

B. Sewer Easements (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. Utility Easements (U.E.) - are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. Residential Setback Requirements:

A. In general - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development.

D. Cul-De-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

E. Side Yards - See specification on Exhibit "A" attached hereto and incorporated herein.

F. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

G. Contiguous Lots - If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

3. Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two (2) cars and no more than four (4) cars, and Dawson Development Company, LP ("Dawson Development"), or Oakland Hills Neighborhood Association, Inc. ("OHNA") approved, as the case may be, residential accessory buildings. A non-access easement along lots abutting East 63rd Street and East 75th Street shall provide for no direct driveway access to said streets by the owners of lots abutting said streets.

4. Dwelling Size: The relevant dwelling size requirements for lots in the sections covered by these covenants are set forth on Exhibit "A", attached hereto and incorporated herewith.

5. Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by an authorized representative of Dawson Development. In addition, no outbuilding, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from Dawson Development or by the OHNA Board of Directors, as applicable. No member, representative, or owner of Dawson Development or the OHNA Board shall have any liability to any lot owner with respect to the exercise or non-exercise of the duties hereunder. Provided however that at such time as an authorized representative of Dawson Development provides written notice to OHNA that Dawson Development wishes to relinquish this authority, at such time OHNA shall be entitled to exercise such authority.

6. Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 23 through 25, 67 through 70, 73 through 76, and 102 through 108 are the lots so served. All private drives (C.D.) shall be utility easements (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

7. Golf Course: For any lot that adjoins the Old Oakland Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Lot owners do not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of the purchase of property in the subdivision. Lot owners further acknowledge that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and lot owners hereby expressly agree to assume such risks. Lot owners further acknowledge and agree that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made or taken against any seller of property in the subdivision, Dawson Development, OHNA, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

8. Vehicle Parking and Temporary Structures: No camper (motorized, tent "pop up", or otherwise), motor home, trucks (larger than ¾ ton), semi-tractor trailers (including, but not limited to, the cab/driver portion thereof), boat, shack or outhouse shall be erected, maintained, or kept on any lot or located on the street adjoining any such lot for a period of more than ten (10) days in any twelve (12) month period, except that for use by the builder during the construction of a proper structure. Personal or work vehicles owned or driven by the owner, or other persons living in the home on the lot, shall not be routinely parked in the street during the day or overnight, but shall be parked in the owner's driveway.

9. Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by Dawson Development, or OHNA, as the case may be, upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and right-of-way. Removal or destruction of such trees by a lot owner or his/her successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Dawson Development, or OHNA, as the case may be, within ninety (90) days notice in writing, and upon failure to do so, Dawson Development, or OHNA, as the case may be, shall cause such tree to be replaced and the cost of such replacement shall be paid by the property owner within fifteen (15) days of written notice thereof, and in the event of nonpayment, a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien may be placed. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

11. Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. For all other requirements relative to fencing, the provisions of the Oakland Hills Architectural and Development Control Guidelines shall control. It shall be the lot owner's responsibility to consult such Guidelines and to the extent a non-conforming fence is erected on any lot, either Dawson Development or OHNA shall have the right to require removal of the fence, or modifications so as to conform with the Guidelines.

12. 100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by the Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

14. Sight Line: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

16. Antennas and Receivers: No satellite receiver, down-link, shortwave amateur radio tower or exterior antenna shall be permitted on any lot without the prior written consent of Dawson Development or OHNA, as the case may be, which shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot. As provided by Section 207 of the Telecommunications Act of 1996, and related implementing regulations, this provision shall not prohibit the installation of a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. However, the lot owner shall, while to the extent necessary to retain line-of-site reception, install such antenna so as not to be visible from the street.

17. Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, improve the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by Owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

Any improvements after initial home construction on the lot or to any additions to structures on the lot, shall be subject to the prior approval of OHNA and the Old Oakland Golf Course (if the lot is located on the Old Oakland Golf Course), or by OHNA only if the lot is not located on the Golf Course. Such improvements shall be subject to the Oakland Hills Architectural and Development Control Guidelines which are incorporated herein by reference. It shall be the lot owner's

responsibility to consult such Guidelines and obtain the proper approvals prior to any such improvements or additions being commenced.

18. Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these covenants and restrictions, Dawson Development or OHNA shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to Dawson Development or OHNA shall be collected in any reasonable manner from owner. Neither Dawson Development, OHNA, nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, correct the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be shall have the authority to cause such repairs or improvements to occur, the cost of such repairs or improvements shall be immediately paid by owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

19. Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

20. Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

21. Garage Doors: All garages opening to the street shall have automatic door controls.

22. Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

23. Development and Sale Period: During the development period, Dawson Development shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Dawson Development, as in the sole opinion of Dawson Development may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

24. Vegetation: Lot owners shall not permit the growth of weeds, excess grass growth, or volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall entitle Dawson Development, OHNA or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and Dawson Development, OHNA or any such land owner shall be entitled to file a lien against said real estate for the expense thereof, in the event that said owner fails to pay for the cost of the improvement.

Upon written notice from Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, that said maintenance is needed pursuant to these covenants, the owner shall, within fourteen (14) days of such written notice, remedy, or commence a good faith effort to so remedy, the unsightly conditions. Upon failure to do so, Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by owner upon written notice, or such cost will result in a lien being able to be placed upon the property by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of

such lien. Any costs incurred by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

25. Occupancy: In the event a homeowner should vacate the property for any reason, including, but not limited to, leasing or listing the property for sale, the homeowner shall be required to provide OHNA in writing with a current mailing address and telephone number within thirty (30) days of their departure. In any event, the homeowner shall remain responsible for all obligations established under these covenants.

26. Binding Effect: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for OHNA or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

27. Covenants to Run with the Land: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2015 at which time said covenants shall be automatically extend for successive periods of five (5) years. Provided however, that notwithstanding the foregoing, at any time these covenants may be amended, in whole or in part, by a vote of the majority of the then owners of the lots in the section in which said lots are located. Lot owners shall be entitled to one vote for each lot owned.

28. Enforcement: Except as otherwise provided in these covenants, the Right of enforcement of these covenants is hereby granted to each of the Department of Metropolitan Development of Marion County, Indiana, Dawson Development, and OHNA each of which may act on their own, or in concert with any of the other two individually or collectively. Any waiver of enforcement of any provisions of these covenants by Dawson Development or OHNA shall not act as a waiver of any right to future enforcement.

29. Incorporation of Exhibit A: The provisions of Exhibit "A" are hereby incorporated herewith and made a part hereof, with the same force and effect as if fully set forth herein.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

END OF DOCUMENT

EXHIBIT A
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 3

2(E). Side Yards: The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

4. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,600 square feet in the case of a one story structure, nor less than 1,000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2,300 square feet of finished and livable floor area.

EXHIBIT B
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 3 Legal Description

Part of the Southeast Quarter of Section 28, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Southeast Quarter Section, said point also being the Northeast corner of Oakland Hills at Geist Section One, a subdivision on Marion County, Indiana, the plat of which was recorded on June 9, 1987 in the office of the Recorder of Marion county as Instrument No. 87-66252; thence along the West line of said Quarter Section and the East line of said Oakland Hills at Geist Section One South 00 degrees 42 minutes 50 seconds West 492.68 feet; thence North 89 degrees 17 minutes 10 seconds East 56.20 feet; thence South 55 degrees 39 minutes 17 seconds East 170.19 feet; thence South 02 degrees 01 minutes 00 seconds West 175.94 feet; thence South 11 degrees 28 minutes 19 seconds West 203.58 feet; thence South 03 degrees 41 minutes 05 seconds East 521.54 feet; thence South 01 degrees 43 minutes 32 seconds East 228.91 feet; thence South 04 degrees 39 minutes 23 seconds East 307.33 feet; thence South 04 degrees 36 minutes 52 seconds West 382.27 feet; thence South 01 degrees 26 minutes 08 seconds East 200.07 feet; thence South 89 degrees 53 minutes 13 seconds East 210.00 feet; thence North 79 degrees 42 minutes 10 seconds East 197.95 feet; thence North 86 degrees 30 minutes 32 seconds East 215.69 feet; thence North 35 degrees 32 minutes 50 seconds East 116.00 feet; thence South 54 degrees 27 minutes 10 seconds East 135.00 feet; thence North 35 degrees 32 minutes 50 seconds East 50 feet; thence North 54 degrees 27 minutes 10 seconds West 147.02 feet; thence North 35 degrees 32 minutes 50 seconds East 155.00 feet; thence North 54 degrees 27 minutes 10 seconds West 476.07 feet; thence North 17 degrees 11 minutes 24 seconds West 70.18 feet; thence North 06 degrees 27 minutes 10 seconds West 293.26 feet; thence North 04 degrees 43 minutes 21 seconds West 94.56 feet; thence North 00 degrees 42 minutes 50 seconds East 766.02 feet; thence North 34 degrees 49 minutes 26 seconds West 86.02 feet; thence North 89 degrees 17 minutes 10 seconds West 105.00 feet; thence North 00 degrees 42 minutes 50 seconds East 90.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears North 89 degrees 17 minutes 10 seconds West; thence Northwesterly along said curve 254.38 feet to a point which bears North 37 degrees 42 minutes 50 seconds East from said radius point; thence North 52 degrees 17 minutes 10 seconds West 140.00 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 37 degrees 42 minutes 50 seconds East; thence Northwesterly along said curve 232.12 feet to a point which bears North 89 degrees 17 minutes 10 seconds West from said radius point; thence North 06 degrees 08 minutes 39 seconds East 105.67 feet to a line which lies 35 feet South of and parallel with the North line of said Southeast Quarter Section; thence along said line South 89 degrees 51 minutes 20 seconds East 265.00 feet; thence North 00 degrees 42 minutes 50 seconds East 35.00 feet to a point on the North line of said Southeast Quarter Section which lies South 89 degrees 51 minutes 20 seconds East from the Point of Beginning; thence north 89 degrees 51 minutes 20 seconds West 360.00 feet to the Point of Beginning, containing 22.80 acres, more or less.

This subdivision consists of 47 lots, numbered 83 through 129, inclusively, and Block "D". Block "D" contains 0.24 acres, more or less. The size of the lots and block and width of streets are shown in figures denoting feet and decimal parts thereof.

BILLIE J. BREAUX
MARION COUNTY AUDITOR

021324 JAN 27 2010

DULY EXERCISED OF DEDICATION
SUBJECT TO ORIGINAL ACCEPTANCE
FOR TRANSFER

10
KB

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 4,
AN ADDITION TO MARION COUNTY, INDIANA**

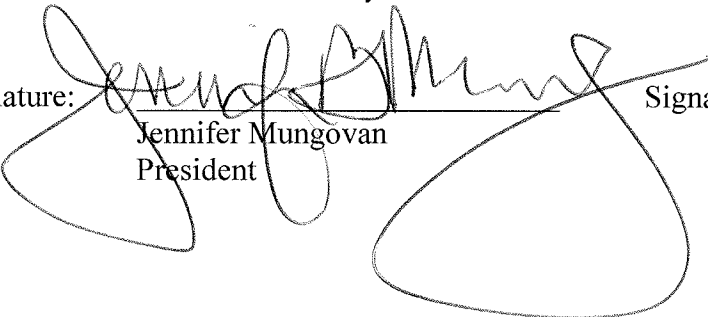
WHEREAS, pursuant to instrument number 930030759 certain plat restrictions and covenants (the "Covenants") were recorded in the office of the Marion County Recorder for Section 4, Oakland Hills at Geist, an addition to Marion County, Indiana; and

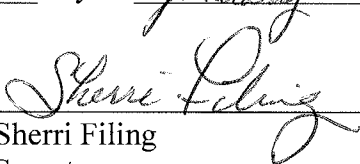
WHEREAS, pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current lot owners of lots in said Section; and

WHEREAS, pursuant to a vote of such lot owners held in December of 2009, a majority of the lot owners voted to amend the Covenants as set forth herein.

NOW, THEREFORE, the Oakland Hills Neighborhood Association, Inc. ("OHNA"), as the authorized entity to do so does hereby file the amended and restated Covenants for said Section as set forth on Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, OHNA, by its authorized officers, does hereby certify to the veracity of the above statements and does hereby execute this document this 19 day of January, 2010.

Signature: 
Jennifer Mungovan
President

Signature: 
Sherri Filing
Secretary

A201000008032

January 27, 2010 3:52 PM
Julie L. Voorhies,
Marion County Recorder



Pages: 10
Fee: \$42.50
By: KDB

STATE OF INDIANA)
COUNTY OF MARION)

SS: ACKNOWLEDGMENT

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

Witness my hand and Notarial Seal this 19th day of January, 2010.

My Commission Expires: 08/01/2016

M. Karen Jones
Notary Public
M. KAREN JONES
Printed
Resident of BOONE County



This instrument was prepared by and, following recording, should be returned to: Timothy C. Lawson, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., One American Square, Suite 2000, Box 82064, Indianapolis, Indiana 46282. *

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

EXHIBIT "A"

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 4,
AN ADDITION TO MARION COUNTY, INDIANA**

The subdivision is known and designated as **OAKLAND HILLS AT GEIST**, an addition in Marion County, Indiana.

1. Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

A. Drainage Easements (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

B. Sewer Easements (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. Utility Easements (U.E.) - are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. Residential Setback Requirements:

A. In general - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development.

D. Cul-De-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

E. Side Yards - See specification on Exhibit "A" attached hereto and incorporated herein.

F. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

G. Contiguous Lots - If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

3. Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two (2) cars and no more than four (4) cars, and Dawson Development Company, LP ("Dawson Development"), or Oakland Hills Neighborhood Association, Inc. ("OHNA") approved, as the case may be, residential accessory buildings. A non-access easement along lots abutting East 63rd Street and East 75th Street shall provide for no direct driveway access to said streets by the owners of lots abutting said streets.

4. Dwelling Size: The relevant dwelling size requirements for lots in the sections covered by these covenants are set forth on Exhibit "A", attached hereto and incorporated herewith.

5. Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by an authorized representative of Dawson Development. In addition, no outbuilding, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from Dawson Development or by the OHNA Board of Directors, as applicable. No member, representative, or owner of Dawson Development or the OHNA Board shall have any liability to any lot owner with respect to the exercise or non-exercise of the duties hereunder. Provided however that at such time as an authorized representative of Dawson Development provides written notice to OHNA that Dawson Development wishes to relinquish this authority, at such time OHNA shall be entitled to exercise such authority.

6. Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 23 through 25, 67 through 70, 73 through 76, and 102 through 108 are the lots so served. All private drives (C.D.) shall be utility easements (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

7. Golf Course: For any lot that adjoins the Old Oakland Golf Club, lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Lot owners do not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of the purchase of property in the subdivision. Lot owners further acknowledge that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and lot owners hereby expressly agree to assume such risks. Lot owners further acknowledge and agree that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made or taken against any seller of property in the subdivision, Dawson Development, OHNA, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

8. Vehicle Parking and Temporary Structures: No camper (motorized, tent "pop up", or otherwise), motor home, trucks (larger than ¾ ton), semi-tractor trailers (including, but not limited to, the cab/driver portion thereof), boat, shack or outhouse shall be erected, maintained, or kept on any lot or located on the street adjoining any such lot for a period of more than ten (10) days in any twelve (12) month period, except that for use by the builder during the construction of a proper structure. Personal or work vehicles owned or driven by the owner, or other persons living in the home on the lot, shall not be routinely parked in the street during the day or overnight, but shall be parked in the owner's driveway.

9. Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by Dawson Development, or OHNA, as the case may be, upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and right-of-way. Removal or destruction of such trees by a lot owner or his/her successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Dawson Development, or OHNA, as the case may be, within ninety (90) days notice in writing, and upon failure to do so, Dawson Development, or OHNA, as the case may be, shall cause such tree to be replaced and the cost of such replacement shall be paid by the property owner within fifteen (15) days of written notice thereof, and in the event of nonpayment, a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien may be placed. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

11. Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. For all other requirements relative to fencing, the provisions of the Oakland Hills Architectural and Development Control Guidelines shall control. It shall be the lot owner's responsibility to consult such Guidelines and to the extent a non-conforming fence is erected on any lot, either Dawson Development or OHNA shall have the right to require removal of the fence, or modifications so as to conform with the Guidelines.

12. 100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by the Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

14. Sight Line: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

16. Antennas and Receivers: No satellite receiver, down-link, shortwave amateur radio tower or exterior antenna shall be permitted on any lot without the prior written consent of Dawson Development or OHNA, as the case may be, which shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot. As provided by Section 207 of the Telecommunications Act of 1996, and related implementing regulations, this provision shall not prohibit the installation of a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. However, the lot owner shall, while to the extent necessary to retain line-of-site reception, install such antenna so as not to be visible from the street.

17. Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, improve the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by Owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

Any improvements after initial home construction on the lot or to any additions to structures on the lot, shall be subject to the prior approval of OHNA and the Old Oakland Golf Course (if the lot is located on the Old Oakland Golf Course), or by OHNA only if the lot is not located on the Golf Course. Such improvements shall be subject to the Oakland Hills Architectural and Development Control Guidelines which are incorporated herein by reference. It shall be the lot owner's

responsibility to consult such Guidelines and obtain the proper approvals prior to any such improvements or additions being commenced.

18. Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these covenants and restrictions, Dawson Development or OHNA shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to Dawson Development or OHNA shall be collected in any reasonable manner from owner. Neither Dawson Development, OHNA, nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, correct the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be shall have the authority to cause such repairs or improvements to occur, the cost of such repairs or improvements shall be immediately paid by owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

19. Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

20. Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

21. Garage Doors: All garages opening to the street shall have automatic door controls.

22. Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

23. Development and Sale Period: During the development period, Dawson Development shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Dawson Development, as in the sole opinion of Dawson Development may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

24. Vegetation: Lot owners shall not permit the growth of weeds, excess grass growth, or volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall entitle Dawson Development, OHNA or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and Dawson Development, OHNA or any such land owner shall be entitled to file a lien against said real estate for the expense thereof, in the event that said owner fails to pay for the cost of the improvement.

Upon written notice from Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, that said maintenance is needed pursuant to these covenants, the owner shall, within fourteen (14) days of such written notice, remedy, or commence a good faith effort to so remedy, the unsightly conditions. Upon failure to do so, Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by owner upon written notice, or such cost will result in a lien being able to be placed upon the property by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of

such lien. Any costs incurred by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

25. Occupancy: In the event a homeowner should vacate the property for any reason, including, but not limited to, leasing or listing the property for sale, the homeowner shall be required to provide OHNA in writing with a current mailing address and telephone number within thirty (30) days of their departure. In any event, the homeowner shall remain responsible for all obligations established under these covenants.

26. Binding Effect: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for OHNA or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

27. Covenants to Run with the Land: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2015 at which time said covenants shall be automatically extend for successive periods of five (5) years. Provided however, that notwithstanding the foregoing, at any time these covenants may be amended, in whole or in part, by a vote of the majority of the then owners of the lots in the section in which said lots are located. Lot owners shall be entitled to one vote for each lot owned.

28. Enforcement: Except as otherwise provided in these covenants, the Right of enforcement of these covenants is hereby granted to each of the Department of Metropolitan Development of Marion County, Indiana, Dawson Development, and OHNA each of which may act on their own, or in concert with any of the other two individually or collectively. Any waiver of enforcement of any provisions of these covenants by Dawson Development or OHNA shall not act as a waiver of any right to future enforcement.

29. Incorporation of Exhibit A: The provisions of Exhibit "A" are hereby incorporated herewith and made a part hereof, with the same force and effect as if fully set forth herein.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

END OF DOCUMENT

EXHIBIT A
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 4

2(E). Side Yards: The side yard setback lines shall not be less than an aggregate of sixteen (16) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

4. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,600 square feet in the case of a one story structure, nor less than 850 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2,000 square feet of finished and livable floor area.

EXHIBIT B
to
**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST**

Section 4 Legal Description

Commencing at the Southwest corner of the Northeast Quarter of said Section 33; thence along the South line thereof, North 89 degrees 57 minutes 10 seconds East (assumed bearing) 664.39 feet to the Point of Beginning; thence North 25 degrees 29 minutes 02 seconds East 133.58 feet; thence North 33 degrees 25 minutes 50 seconds East 121.97 feet, thence North 48 degrees 57 minutes 42 seconds East 206.48 feet; thence North 35 degrees 36 minutes 35 seconds East 100.66 feet; thence North 00 degrees 53 minutes 17 seconds East 212.31 feet; thence North 89 degrees 57 minutes 10 seconds East 190.03 feet; thence South 00 degrees 53 minutes 17 seconds West 70.78 feet; thence South 89 degrees 06 minutes 43 seconds East 151.49 feet to a point on the East line of line West Half of the Northeast Quarter of said Section 33; thence along said East line, South 00 degrees 53 minutes 17 seconds West 409.23 feet to the Northeast corner of a tract of land as described in Instrument 89-18418 as recorded in the Office of the Recorder of Marion County, Indiana (the next two courses are along the Northerly and Westerly line of said Instrument 89-18418); (1) thence South 89 degrees 33 minutes 25 seconds West 176.35 feet; (2) thence South 00 degrees 45 minutes 43 seconds East 168.15 feet to a point on the North line of the Southeast Quarter of said Section 33; thence along said North line, South 89 degrees 57 minutes 10 seconds West 187.22 feet; thence parallel with the East line of the West Half of the Southeast Quarter Section, South 00 degrees 54 minutes 08 seconds West 498.61 feet to the North line of the real estate as described in a Quitclaim Deed recorded as Instrument 68-58545 in said Recorder's Office (the next two courses are along said Instrument 68-58545); (1) thence South 80 degrees 56 minutes 26 seconds West 16.06 feet; (2) thence South 00 degrees 54 minutes 08 seconds West 165.24 feet to a point on the center line of East 63rd Street (formerly Sunnyside Road) (the next three courses are along said center line); (1) thence South 80 degree 56 minutes 26 seconds West 119.75 feet; (2) thence South 82 degrees 35 minutes 31 seconds West 75.00 feet; (3) thence South 83 degrees 12 minutes 23 seconds West 109.24 feet to the Southeast corner of a tract of land as described in Instrument 72-38334 as recorded in said Recorder's Office; thence along the East line of said Instrument 72-37334 and its extension thereof, North 01 degree 17 minutes 02 seconds East 424.57 feet; thence North 00 degrees 55 minutes 38 seconds West 50.03 feet; thence North 00 degrees 54 minutes 08 seconds East 233.04 feet to the Point of Beginning, containing 10.965 acres, more or less.

This subdivision consists of 34 lots, numbered 130 through 163 inclusive. The sizes of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 10

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST, SECTION TEN** an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D E)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system and said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E)** — are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. **In general** — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

- B. **Definitions** — "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private attached garage for not less than two (2) cars and no more than four (4) cars, and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2200 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of

the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims and causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectible in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for

the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated this 4th day of May 2000.

***Reader's Note:** This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Sandra K. Wallace (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills at Geist. Due to the possibility of errors/omissions during the transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #000079326), please contact the Marion County Recorder's Office – Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or telephone their office at (317) 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 5

The undersigned, Dawson Development Company, being the owners of record of the described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as **Oakland Hills at Geist, Section Five**, an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. Drainage Easements (D.E.) — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage or by the developer of the subdivision.
- B. Sewer Easements (S.E.) — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. Utility Easements (U.E.) — are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. In general — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions — "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of eighteen (18) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one half stories in height, and a private garage for not more than three (3) cars and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1700 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2100 square feet of finished and livable floor area.

Building Control: No building shall be erected, place or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. No building, fence, swimming pool, wall, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representative shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be made of taker against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the

foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the

Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically extend for successive periods of ten (10) years, unless by a vote of a majority of the then

owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document Dated 12th day of July, 1995.

***Reader's Note:** This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Holly J. Lee (Notary Public) and dated July 12, 1995. This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #9500115147), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 6

The undersigned, Dawson Development Company, L.P. and Dawnbury Corp. being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and street in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST – SECTION SIX**, an addition to Marion County, Indiana.

All rights-of-way, if not heretofore dedicated, are hereby dedicated to the City of Lawrence for use as public streets.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D.E.)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system and said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E.)** — are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. In general — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions — "Side line" means a lot boundary that extends from the road on which a

lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private attached garage for not less than two (2) cars and no more than four (4) cars, and residential accessory buildings

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2200 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapproved such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership

and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims and causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectible in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Limits: A line depicted as "100 Year Flood Limits" on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for

the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These Restrictions may be amended by a vote of seventy-five percent (75%) of the voting rights of all current Owners of all lots in the Development; provided, however, that in no case shall these Restrictions be amended to eliminate the fair and equitable allocation of the costs and expenses on a per lot basis of the installation, operation, maintenance, and repair of the mandatory street light system or the Homeowner's Association's right to recover costs of collection, including but not limited to reasonable attorney's fees and expenses.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. The right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated 21st day of March 2002.

***Reader's Note:** This is a transcription from the official "Plat Restrictions and Covenants" document signed by Lawrence S. Dawson (Developer) and Holly J. Lee (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills at Geist. Due to the possibility of errors/omissions during the transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #020057586) please contact the Marion County Recorder's Office – Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or telephone their office at (317) 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 7

The undersigned, Dawson Development Company, L.P. being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and street in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST – SECTION SEVEN**, an addition to Marion County, Indiana.

All rights-of-way, if not heretofore dedicated, are hereby dedicated to the City of Lawrence for use as public streets.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. Drainage Easements (D.E.) — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. Sewer Easements (S.E.) — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system and said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. Utility Easements (U.E) — are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. In general — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions — "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private attached garage for not less than two (2) cars and no more than four (4) cars, and residential accessory buildings

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2200 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapproved such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action

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for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims and causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectible in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Limits: A line depicted as "100 Year Flood Limits" on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings

at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These Restrictions may be amended by a vote of seventy-five percent (75%) of the voting rights of all current Owners of all lots in the Development; provided, however, that in no case shall these Restrictions be amended to eliminate the fair and equitable allocation of the costs and expenses on a per lot basis of the installation, operation, maintenance, and repair of the mandatory street light system or the Homeowner's Association's right to recover costs of collection, including but not limited to reasonable attorney's fees and expenses.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them. The right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated 10th day of November 2003.

Reader's Note: This is a transcription from the official "Plat Restrictions and Covenants" document signed by Lawrence S. Dawson (Developer) and Julie LaPoint (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills at Geist. Due to the possibility of errors/omissions during the transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #030252541) please contact the Marion County Recorder's Office – Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or telephone their office at (317) 327-4016.

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

Section 8

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as Oakland Hills at Geist, Section Eight, an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D.E.)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E.)** — are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. In general — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions — "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner

lots, it may be determined from either abutting road,

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (16) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one half stories in height, and a private garage for not more than four (4) cars and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1300 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1700 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, rough and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course: shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and specifically such owner shall: (1) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonable tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically extend for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document Dated 29th day of April, 1997.

Reader's Note: *This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Catherine Ann Donley (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (instrument #9700065344), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)-327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8

THIS DECLARATION, made this 12th day of March, 2001, by Dawson Development L.L.P., and Indiana limited liability partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the developer of all the lands contained in a subdivision called Oakland Hills at Geist Section 8, which is more particularly described in the Exhibit A attached hereto and made a part hereof (the Development");

WHEREAS, the Developer owns all of the Development except for the following property that it has already conveyed: Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 in the Development (the "Excluded Lots");

WHEREAS, the City of Lawrence has passed an ordinance requiring all subdivisions like the Development to provide for the common ownership and maintenance of a street light system;

WHEREAS, Developer is about to sell and convey residential lots in the Development and desires to subject and impose on all of the lots, except the Excluded Lots, mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions"; under a general plan of scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof:

NOW THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development, except the Excluded Lots, shall be subject to assessments levied by a homeowner's association to be established to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system and the fair and equitable allocation of the costs and expenses thereof among the owners of the lots in the

Development, except the Excluded Lots. All the Restrictions shall run with the land, shall be binding upon the Developer and upon the parties having an interest in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development, except the Excluded Lots. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

These Restrictions may be amended by vote of seventy-five (78%) of the voting rights of all current Owners of all lots in the Development, excluding the Excluded lots.

Document Dated 12th.day of March, 2001.

***Reader's Note:** This is a transcription from the official "Declaration of Covenants and Restrictions" document signed by Larry Dawson (Developer) and Sandra K. Wallace (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2001-0143470), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

**Exhibit A is the LEGAL DESCRIPTION of Section 8, Oakland Hills at Geist.*

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8, Lot 267

THIS CONSENT TO DECLARATION, made this 25 day of February, 2005, by Christopher Dunlavy and Anne Dunlavy, owner(s) ("Owner") of Lot number 267 (the "Lot") in Oakland Hills at Geist Section 8, the plat of which was recorded in the office of the Recorder of Marion County, Indiana on May 12, 1997, as Instrument No. 9700065344 (the "Development").

WITNESSETH:

WHEREAS, on March 12, 2001, Dawson Development, L.L.P., an Indiana limited liability partnership ("Developer") executed a certain Declaration of Covenants and Restrictions, which was recorded in the Office of the Marion County Recorder on March 14, 2001, as Instrument Number 2001-0039170, and later re-recorded on August 14, 2001, as Instrument Number 2001-0143470 (the "Declaration") and December 3, 2004, as Instrument Number 2004-0225752, wherein Developer declared that certain platted lots and lands located in the Development shall be subject to assessments levied by a homeowner's association to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system required by the City of Lawrence ("Assessments").

WHEREAS, Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 of Oakland Hills at Geist Section 8 were excluded from the Declaration because these lots had already been conveyed by Developer prior to the Declaration.

WHEREAS, Owner, being the current owner of the Lot, desires to bind the Lot to the terms and conditions of Declaration, including the Assessments,

NOW THEREFORE, for valuable consideration owner agrees as follows:

The Lot shall be bound by and subject to all terms and conditions of the Declaration, including, but not limited to, the Assessments; provided, however, owner shall not be liable for any Assessments prior to June 30, 2005 and any amounts paid by Owner for Assessments prior to June 30, 2005 shall be repaid by Developer;

This Consent to Declaration of Covenants and Restrictions shall run with the lands, shall be binding upon the Owner and any of Owner's successors in title or interest to the Lot or any part of parts thereof and shall inure to the benefit of the Developer, all owners of lots in the Development, and every one of their respective successors in title or interests; and

All Assessments after June 30, 2005, shall be a lien on the Lot at any time the assessment remains unpaid.

***Reader's Note:** This is a transcription from the official "Consent to Declaration of Covenants and Restrictions" document signed by Christopher Dunlavy (Owner) and Anne Dunlavy (Owner). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2005-0060631), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8, Lot 274

THIS CONSENT TO DECLARATION, made this 18 day of February, 2005, by Timothy M and C.J. Wills, owner(s) ("Owner") of Lot number 274 (the "Lot") in Oakland Hills at Geist Section 8, the plat of which was recorded in the office of the Recorder of Marion County, Indiana on May 12, 1997, as Instrument No. 9700065344 (the "Development").

WITNESSETH:

WHEREAS, on March 12, 2001, Dawson Development, L.L.P., an Indiana limited liability partnership ("Developer") executed a certain Declaration of Covenants and Restrictions, which was recorded in the Office of the Marion County Recorder on March 14, 2001, as Instrument Number 2001-0039170, and later re-recorded on August 14, 2001, as Instrument Number 2001-0143470 (the "Declaration") and December 3, 2004, as Instrument Number 2004-0225752, wherein Developer declared that certain platted lots and lands located in the Development shall be subject to assessments levied by a homeowner's association to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system required by the City of Lawrence ("Assessments").

WHEREAS, Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 of Oakland Hills at Geist Section 8 were excluded from the Declaration because these lots had already been conveyed by Developer prior to the Declaration.

WHEREAS, Owner, being the current owner of the Lot, desires to bind the Lot to the terms and conditions of Declaration, including the Assessments.

NOW THEREFORE, for valuable consideration owner agrees as follows:

The Lot shall be bound by and subject to all terms and conditions of the Declaration, including, but not limited to, the Assessments; provided, however, owner shall not be liable for any Assessments prior to June 30, 2005 and any amounts paid by Owner for Assessments prior to June 30, 2005 shall be repaid by Developer;

This Consent to Declaration of Covenants and Restrictions shall run with the lands, shall be binding upon the Owner and any of Owner's successors in title or interest to the Lot or any part of parts thereof and shall inure to the benefit of the Developer, all owners of lots in the Development, and every one of their respective successors in title or interests; and

All Assessments after June 30, 2005, shall be a lien on the Lot at any time the assessment remains unpaid.

***Reader's Note:** This is a transcription from the official "Consent to Declaration of Covenants and Restrictions" document signed by Kenneth J. Braun (Owner) and Judith F. Braun (Owner). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2005-0060632), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

The Lot shall be bound by and subject to all terms and conditions of the Declaration, including, but not limited to, the Assessments; provided, however, owner shall not be liable for any Assessments prior to June 30, 2005 and any amounts paid by Owner for Assessments prior to June 30, 2005 shall be repaid by Developer;

This Consent to Declaration of Covenants and Restrictions shall run with the lands, shall be binding upon the Owner and any of Owner's successors in title or interest to the Lot or any part of parts thereof and shall inure to the benefit of the Developer, all owners of lots in the Development, and every one of their respective successors in title or interests; and

All Assessments after June 30, 2005, shall be a lien on the Lot at any time the assessment remains unpaid.

Reader's Note: This is a transcription from the official "Consent to Declaration of Covenants and Restrictions" document signed by Timothy M. Wills (Owner) and C. J. Wills (Owner). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2005-0060633), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8, Lot 276

THIS CONSENT TO DECLARATION, made this 14 day of February, 2005, by Charles E. & Tissia Henderson, owner(s) ("Owner") of Lot number 276 (the "Lot") in Oakland Hills at Geist Section 8, the plat of which was recorded in the office of the Recorder of Marion County, Indiana on May 12, 1997, as Instrument No. 9700065344 (the "Development").

WITNESSETH:

WHEREAS, on March 12, 2001, Dawson Development, L.L.P., an Indiana limited liability partnership ("Developer") executed a certain Declaration of Covenants and Restrictions, which was recorded in the Office of the Marion County Recorder on March 14, 2001, as Instrument Number 2001-0039170, and later re-recorded on August 14, 2001, as Instrument Number 2001-0143470 (the "Declaration") and December 3, 2004, as Instrument Number 2004-0225752, wherein Developer declared that certain platted lots and lands located in the Development shall be subject to assessments levied by a homeowner's association to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system required by the City of Lawrence ("Assessments").

WHEREAS, Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 of Oakland Hills at Geist Section 8 were excluded from the Declaration because these lots had already been conveyed by Developer prior to the Declaration.

WHEREAS, Owner, being the current owner of the Lot, desires to bind the Lot to the terms and conditions of Declaration, including the Assessments,

NOW THEREFORE, for valuable consideration owner agrees as follows:

The Lot shall be bound by and subject to all terms and conditions of the Declaration, including, but not limited to, the Assessments; provided, however, owner shall not be liable for any Assessments prior to June 30, 2005 and any amounts paid by Owner for Assessments prior to June 30, 2005 shall be repaid by Developer;

This Consent to Declaration of Covenants and Restrictions shall run with the lands, shall be binding upon the Owner and any of Owner's successors in title or interest to the Lot or any part of parts thereof and shall inure to the benefit of the Developer, all owners of lots in the Development, and every one of their respective successors in title or interests; and

All Assessments after June 30, 2005, shall be a lien on the Lot at any time the assessment remains unpaid.

Reader's Note: This is a transcription from the official "Consent to Declaration of Covenants and Restrictions" document signed by Clyde R. Montgomery (Owner) and Lora M. Montgomery (Owner). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2005-0060634), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8, Lot 287

THIS CONSENT TO DECLARATION, made this 22 day of February, 2005, by Kenneth J. and Judith F. Braun, owner(s) ("Owner") of Lot number 287 (the "Lot") in Oakland Hills at Geist Section 8, the plat of which was recorded in the office of the Recorder of Marion County, Indiana on May 12, 1997, as Instrument No. 9700065344 (the "Development").

WITNESSETH:

WHEREAS, on March 12, 2001, Dawson Development, L.L.P., an Indiana limited liability partnership ("Developer") executed a certain Declaration of Covenants and Restrictions, which was recorded in the Office of the Marion County Recorder on March 14, 2001, as Instrument Number 2001-0039170, and later re-recorded on August 14, 2001, as Instrument Number 2001-0143470 (the "Declaration") and December 3, 2004, as Instrument Number 2004-0225752, wherein Developer declared that certain platted lots and lands located in the Development shall be subject to assessments levied by a homeowner's association to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system required by the City of Lawrence ("Assessments").

WHEREAS, Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 of Oakland Hills at Geist Section 8 were excluded from the Declaration because these lots had already been conveyed by Developer prior to the Declaration.

WHEREAS, Owner, being the current owner of the Lot, desires to bind the Lot to the terms and conditions of Declaration, including the Assessments,

NOW THEREFORE, for valuable consideration owner agrees as follows:

The Lot shall be bound by and subject to all terms and conditions of the Declaration, including, but not limited to, the Assessments; provided, however, owner shall not be liable for any Assessments prior to June 30, 2005 and any amounts paid by Owner for Assessments prior to June 30, 2005 shall be repaid by Developer;

This Consent to Declaration of Covenants and Restrictions shall run with the lands, shall be binding upon the Owner and any of Owner's successors in title or interest to the Lot or any part of parts thereof and shall inure to the benefit of the Developer, all owners of lots in the Development, and every one of their respective successors in title or interests; and

All Assessments after June 30, 2005, shall be a lien on the Lot at any time the assessment remains unpaid.

Reader's Note: This is a transcription from the official "Consent to Declaration of Covenants and Restrictions" document signed by Charles E. Henderson (Owner) and Tissia F. Henderson (Owner). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #2005-0060635), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4018.

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

SECTION 8, Lot 285

THIS CONSENT TO DECLARATION, made this 15 day of February, 2005, by Clyde R. and Lora M. Montgomery, owner(s) ("Owner") of Lot number 285 (the "Lot") in Oakland Hills at Geist Section 8, the plat of which was recorded in the office of the Recorder of Marion County, Indiana on May 12, 1997, as Instrument No. 9700065344 (the "Development").

WITNESSETH:

WHEREAS, on March 12, 2001, Dawson Development, L.L.P., an Indiana limited liability partnership ("Developer") executed a certain Declaration of Covenants and Restrictions, which was recorded in the Office of the Marion County Recorder on March 14, 2001, as Instrument Number 2001-0039170, and later re-recorded on August 14, 2001, as Instrument Number 2001-0143470 (the "Declaration") and December 3, 2004, as Instrument Number 2004-0225752, wherein Developer declared that certain platted lots and lands located in the Development shall be subject to assessments levied by a homeowner's association to pay for all the costs and expenses of the installation, operation, maintenance, and repair of the street light system required by the City of Lawrence ("Assessments").

WHEREAS, Lots Numbered 267, 273, 274, 276, 285, 286, 287, 288, 289, and 292 of Oakland Hills at Geist Section 8 were excluded from the Declaration because these lots had already been conveyed by Developer prior to the Declaration.

WHEREAS, Owner, being the current owner of the Lot, desires to bind the Lot to the terms and conditions of Declaration, including the Assessments,

NOW THEREFORE, for valuable consideration owner agrees as follows:

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 9A

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST, SECTION NINE - A**, an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D.E.)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E.)** — are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. **In general** — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. **Definitions** — “Side line” means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. “Rear line” means the lot boundary line that is

farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one half stories in height, and a private garage for not less than two (2) cars and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2300 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members.

The exclusive use of the golf holes (including the tees, fairways, greens, rough and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course: shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and specifically such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonable tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically

extend for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated this 17th day of September 1999.

Reader's Note: *This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Catherine Ann Donley (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #990182436), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 9B

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST, SECTION NINE-B** an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D.E.)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system and said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E.)** — are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. **In general** — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. **Definitions** — “Side line” means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. “Rear line” means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private attached garage for not less than two (2) cars and no more than four (4) cars, and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1700 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2100 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, except original construction of the single family residential dwelling shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members. The exclusive use of the golf holes (including the tees, fairways, greens, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims and causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectible in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Developer's Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost, therefore, to developer shall be collected in any reasonable manner from owner. Neither developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically

extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

In consideration of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated this 17th day of September 1999.

***Reader's Note:** This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Catherine Lee Donley (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills at Geist. Due to the possibility of errors/omissions during the transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #990184364), please contact the Marion County Recorder's Office – Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or telephone their office at (317) 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*

