

DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

OF

ADMIRALS LANDING - SECTION I AND II

THIS DECLARATION, made on this 29th day of September, 1988, by GEIST INVESTMENT INC., an Indiana Corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in Marion County, Indiana, which is more particularly described in EXHIBIT "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, Declarant desires to subdivide and develop the Property as generally shown on the Final Plat for Admirals Landing Section I and Admirals Landing Section II (hereinafter sometimes referred to as the "Plat" and sometimes referred to as the "Development"), by designating certain portions of the Property as Drainage Easement (as hereinafter defined), by designating certain portions of the Property as "Sign" and Landscape Maintenance Easement and Common Areas" (as hereinafter defined) and retention areas (as hereinafter defined).

WHEREAS, Declarant intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and compliment of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall insure to the benefit of Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by Declarant of a particular lot or tract within the Development as described in EXHIBIT "A", to exclude any real estate as shown from the Development, or to include additional real estate.

EXHIBIT "A"

PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 2629.12 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2491.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 180.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 26 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 1335.16 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22; THENCE NORTH 00 DEGREES 07 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER A DISTANCE OF 2620.09 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 516.00 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 08 SECONDS EAST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 150.77 FEET; THENCE SOUTH 00

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## ARTICLE I ADMIRALS LANDING

The subdivision of the Property created by this Declaration shall be known and designated as ADMIRALS LANDING SECTION I and II, a subdivision located in Marion County, Indiana, the legal description for which is more particularly described on EXHIBIT "A" attached hereto and by reference made a part hereof.

## ARTICLE II DEFINITIONS

Section 2.1. "Association" shall mean ADMIRALS LANDING Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, security, maintenance of signage and landscape located within the common area; maintenance of the other improvements installed by Declarant and located within the detention easements, maintenance of sprinkler systems, landscaping, lighting and other equipment or amenities installed in the sign and landscape maintenance easement.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the declarant shall own any Lot.

Section 2.4. "Property" means the real estate described in Exhibit "A".

Section 2.5. "Plat" means the subdivision plat of the Property identified as Final Plat of ADMIRALS LANDING SECTION I AND II recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

Section 2.6. "Lot" means any parcel of land shown upon the Final Plat of ADMIRALS LANDING SECTION I AND II and identified by a number 1 through 134 inclusive.

Section 2.7. "Developer" shall mean GEIST INVESTMENTS INC., an Indiana corporation, its successors and assigns as a Declarant.

Section 2.8. "Board of Directors" means the Board of Directors of the Association.

Section 2.9. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate described in Exhibit A.

Section 2.10. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Declarant who shall be subject to removal by Declarant at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Declarant until the end of the Development Period, at which time the ADMIRALS LANDING Homeowner's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee appointed by Declarant are James A. Caito, Raymond H. Roehling, William Henderson.

Section 2.11. Approvals, determinations, permissions or consents required herein of the Declarant shall be deemed given only if they are given in writing and signed, by the Declarant.

### ARTICLE III

#### USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 3.1. "Lot Use and Conveyance." All Lots shall be used exclusively for single-family residential purposes, except that Declarant, during the Development Period, reserves the rights provided herein respecting the Property generally. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 3.2. "Building Control." Prior to construction of any structure upon a lot, the building plans there of, including plot plans, site storm drainage and grading plan, specifications, complete working blueprints of foundation plan, floor plan and all four views of elevations, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered by the person or persons requesting such approval. The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project and lot drainage plans as specified in the approved final construction plans for Admirals Landing. No charge will be made to a purchaser of a lot for examination of plans or for giving approval for construction thereon. A complete set of construction plans must have the written approval of two out of three of the members of the Development Control Committee prior to the start of construction.

Section 3.3. "Occupancy or Residential Use of Partially Completed Dwelling House Prohibited." No dwelling house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 3.4. "Other Restrictions." All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 3.5. "Building Location and Grade Line Elevation." No building shall be erected between the building line shown on the

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legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

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Section 3.5. "Building Location and Grade Line Elevation." No building may be erected between the building line shown on the Plat and the front lot line; and no dwelling or part hereof may be build or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Development Plan, is hereby established for each lot, and no grade line can be constructed lower than said minimum without the written consent of the "Developer" and the Building Commissioner of the City of Lawrence. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

Section 3.6. "Architectural Guidelines." As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the existing structure.

A. Size of Dwelling. The ground floor area of the main structure shall be not less than 2200 square feet in the case of a one story structure, nor less than 1200 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 2400 square feet. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, screened porches, garages, etc.

B. Garages. All homes to have minimum two car attached garages. All garage doors to be of wood, masonry, or insulated metal material and be painted or stained to match or compliment the dwelling.

C. Driveways. All driveways to be asphalt, concrete or paving brick material.

D. Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches. Any two story home with less than 6/12 pitch, or ranch with less than 8/12 pitch will require special approval.

E. Sidewalks. Each home shall have a continuous concrete or brick sidewalk from the driveway to the front porch. In addition, each Lot shall be serviced by a 4' concrete walk on all portions of the lot with street frontage. Sidewalk to be installed by the builder and included in the purchase price. If the home is completed in the winter, then the sidewalks shall be installed no later than April 30th of the following spring.

- F. No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.
- G. Windows-Doors. If storm doors are installed, they must be painted to match exterior of the home. No unfinished aluminum doors or windows will be allowed. All front windows must be wood or wood windows with clad exterior.
- H. All gutters and downspouts other than copper, will be painted or prefinished painted aluminum to compliment the exterior of the home.
- I. All metal and PVC roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.
- J. Plumbing. All plumbing vent stacks to be on rear of house. Sump pump lines shall be connected to underground laterals or storm sewers as provided in the development plan.
- K. Street Cleaning. Builder to finish cleaning in front of his house upon completion and rough clean the street periodically during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.
- L. Yard Lights. All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision. Builders shall furnish and install said lights on behalf of the owner prior to closing. Cost should be included by the builder in the price of the home.
- M. Awnings. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the development.
- N. Mailboxes. All mailboxes and posts installed at the street to service lots in Admirals Landing shall be uniform and shall be of a type, color, and manufacture approved by the Developer. Such mailboxes shall be installed by the developer at the builder's expense upon posts approved as to type, size and location by the Developer. Cost of mailbox post and installation should be included by the builder in the price of the house.
- O. Masonry. A full masonry main level with wood used in accent areas is the preference of the Development Control Committee. Homes with substantial wood siding will be considered as an individual basis with emphasis placed on materials corresponding to the theme of the home. (i.e. New England Salt Box, etc.)
- P. Landscaping. To be furnished with house and completed before closing. Builder shall sod the front and 50% of the side yard and final grade, seed and straw the remaining yard. Landscape mulch will be allowed in "natural areas". Each home shall include a minimum of \$300.00 worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Developer prior to installation. A fully seeded yard will only be considered if the home has a professionally installed underground irrigation system servicing the entire front and side yards. Said automatic system shall be installed and operational prior to closing and occupancy by the buyer. No exceptions will be made to this covenant including hydroseeding. The builder shall be responsible for completing this covenant proper to closing or escrowing sufficient funds to complete as soon as weather permits. Pond water may not be used for irrigation.
- Q. Fireplaces. The exterior of fireplace chimneys shall be brick or stone.
- R. Swimming Pools. Only permanent, in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. See fencing Section 4.14 for further details.
- X. Inspection performe applicabl
- Section 3.7. for any purpo that a home any use cond participated i residing in s secondary to does not cha which there is exterior that any purpose sold upon the member of t d) No manuf event shall t barber shop, telling parlor care or treat occupation.
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- S. Tennis Courts, Racquetball Courts, Paddle Ball Courts, Etc. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties, in Admirals Landing be screened by pines of at least 6 feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Admirals Landing.
- T. Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Developer, provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting). Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Developer.
- U. Solar and Geothermal Heating Systems. The Developer acknowledges the increased use of residential solar heating systems which utilize solar heating panels and related equipment. The Developer will carefully review solar heating plans to ensure that their use and location have minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable. However, the closed loop variety should be used. No water may be drawn from ponds or detention/retention areas for use in heating or cooling.
- V. Miscellaneous. All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. Collapsible and removable clotheslines will be permitted, but permanent clotheslines are not acceptable.
- W. Liability of Developer. Neither the Developer, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Developer does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- Section 4.5. "A poultry of any except that do provided that t commercial purp confine them to nuisance.
- Section 4.6. "S used in connecti garage or house public view. T prohibited.
- Section 4.7. trailer, shack, t may be used at nor may any si residence. No shall be occupi habitation until determination o completed shall shall be binding permitted on a and materials a developer. Roc primary structu 12'x14' and 10'
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X. Inspection. The Developer may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

Section 3.7. "Home Occupations." No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; b) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No manufacture or assembly operations are conducted. In no event shall the following or similar activities be conducted: a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, tan salon, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

## ARTICLE IV GENERAL PROHIBITIONS

Section 4.1. "In General." No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

Section 4.2. "Vehicle Parking." No trucks, camper, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.

Section 4.3. "Exterior Antenna." Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.

Section 4.4. "Garbage and Refuse Disposal." No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 4.5. "Animals." No animals, rabbits, livestock, horses 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 so that they will not be a nuisance.

Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and materials as the primary structure and be approved by the developer. Roofing and stain of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12' x 14' and 10' high.

Section 4.8. "Window Coverings." All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.

Section 4.9. "Signs." No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square feet (2'x3') may be displayed at any time for the purpose of advertising the property for sale or for rent. An exception to this rule may be granted by the Declarant during special promotional periods. Also, the Declarant shall be permitted to erect and maintain upon the property such signs as it seems appropriate to advertise

... 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 so that they will not be a nuisance.

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r, nor any agent r any defects in submitted to it, cording thereto. nd shall not be al or disapproval n or warranty as he design, the involved, or the

Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and materials as the primary structure and be approved by the developer. Roofing and stain of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12'x14' and 10' high.

Section 4.8. "Window Coverings." All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.

Section 4.9. "Signs." No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square feet (2'x3') may be displayed at any time for the purpose of advertising the property for sale or for rent. An exception to this rule may be granted by the Declarant during special promotional periods. Also, the Declarant shall be permitted to erect and maintain upon the property such signs as it seems appropriate to advertise during the construction and sale periods.

Section 4.10 "Prohibition of Used Structures and Modular Homes." All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such Lot. No modular or prefabricated structures (except trusses) may be placed on any Lot.

Section 4.11. "Building Completion." Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one (1) year after the date of commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said Lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said Lot at the time of sale.

Section 4.12. "Fire" No fire shall be permitted to burn upon any street or roadway in the subdivision.

Section 4.13 "Home-A-Rama", Admirals Landing has been selected as the site for the 1989 Indianapolis Builder's Association summer Home-A-Rama. By acceptance of a deed the lot purchasers acknowledge the participation in this major event. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The event will contribute greatly to the development and enhancement of Admiral Landing, however, there will be substantial car and pedestrian traffic, booths, tents, large signage, lights and noise pollution. By acceptance of a deed the lot purchasers in Admirals Landing hereby waive their right to object all activities necessary to conduct the above Home Show and other similar events that the developer may authorize to promote lot and home sales.

Section 4.14. "Fences, Walls and Screening." It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Developer when reviewing fences for



approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line. The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer after completion in order to ensure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

**A. Height Restriction.**

The developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Developer, therefore, will consider rear perimeter fences up to 4 feet in height which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height limit where the rear line of a Lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio or to enclose an inground pool area will be permitted. The specific fence height restrictions are as follows:

- 1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Developer.
- 2) The Developer will not ordinarily approve any proposed fence which exceeds 4 feet in height unless the rear line of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.
- 3) Patio screens/privacy fences shall not exceed 6 feet in height, except for recreational fences as provided herein.
- 4) Pond fences - Fences on the pond will not be allowed unless approved by a 2/3 vote of all the owners of lots on the pond.

**B. Materials and Finish.**

- 1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.
- 2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are pre-approved all other colors must be approved prior to construction.
- 3) All fencing or screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.
- 4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

**C. Approval**

The exact location, material, color and height shall be submitted to the developer and thereafter the Homeowner's Association for written approval prior to construction.

**Section 4.15 Pond Regulations.** Owner of lots on any Admiral Landing pond shall have the exclusive privilege of use of the pond as provided

**REVISIONS**

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#### C. Approval

The exact location, material, color and height shall be submitted to the developer and thereafter the Homeowner's Association for written approval prior to construction.

Section 4.15 Pond Regulations. Owner of lots on any Admiral Landing pond shall have the exclusive privilege of use of the pond as well as the obligation of maintenance of the pond as provided in Section 8.3 (E). A sub-association consisting of homeowners on the pond shall fund and regulate the use, maintenance and architectural control of all activities affecting the pond, with the Developer maintaining the voting rights as provided in Article 7.2.

A) General use - The pond may be used by owners of pond lots and their guests for fishing, non-motorized boating, and swimming. All activities are at the homeowners risk and are not supervised or regulated by the developer.

B) Docks, beaches and landscaping - generally only modest docks and normal landscaping will be considered. Any plans for construction of improvements or modification of grade around the pond must be submitted in detail for written approval from the developmental control committee prior to the start of construction.

C) No water may be drawn from the pond for irrigation or other purposes including geothermal heating or cooling.

D) Should a well be necessary to maintain clarity or water height then the pond homeowners shall share in the maintenance and operational costs (electricity) of a well on an equal basis.

E) It is recommended that residents on the pond review their liability policies to ensure adequate liability coverage for pond related activities.

F) Fences - See Section 4.14 A-4 for regulations restricting construction of fences on the pond.

G) If weeds or other vegetation grows out of the pond rip-rap the pond homeowners sub-association shall fund a weed control program to maintain a neat bank. Each homeowner shall trim neatly down to the rip-rap.

#### ARTICLE V

#### MAINTENANCE OF LOTS AND IMPROVEMENTS.

The owner of any Lot 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:

A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. Remove all debris or rubbish;

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

D. Cut down and remove dead trees;

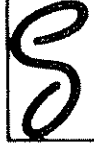
E. Where applicable, prevent debris and foreign material from entering drainage areas;

This instrument prepared by: **Raymond H. Roehling**

SCHNEIDER ENGINEERING CORPORATION

3020 NORTH POST ROAD  
INDIANAPOLIS, INDIANA 46226-6518

(317) 898-8282  
P.O. BOX 26068



civil engineers  
land surveyors

JOB NO.  
633

ADMIRALS LANDING SEC. 182

PREPARED FOR

86th STREET DEVELOPMENT CO.

TITLE  
COVENANTS

SCALE:  
N/A

SHEET S-1  
OF 2

F. Keep the exterior of all improvements in such a state of repair of maintenance as to avoid their becoming unsightly.

Section 5.1. "Developer's Right to Perform Certain Maintenance." In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, Developer and thereafter the Homeowners Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. All costs of the collection process shall be born by the defaulting lot owner. Neither the Declarant, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Declarant/Developer.

Section 5.2. "Annexation." No owner of any Lot shown herein shall have the right to remonstrate against annexation of lots in future sections to the City of Lawrence.

#### ARTICLE VI

#### DRAINAGE, DETENTION, UTILITY, SEWER,

#### WALL AND LANDSCAPE EASEMENTS.

Section 6.1. Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overlaid or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each land owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, and shall any grading restrict, in any manner, the waterflow. 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 Developer. Said easements are for the mutual use and benefit of the owners of all Lots in Admirals Landing.

Should the above repairs or reconstruction be a result of the Lot owner's violation of these covenants the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care of maintenance.

Section 6.2. Drainage Easements and Detention Easements are created primarily along the rear yards of some Lots to control storm water run off either overlaid or in underground conduit to serve the needs of the subdivision and adjoining ground and/or public drainage systems. It shall be the individual responsibility of each land owner to maintain 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, in any manner, the waterflow. Obstructions, such as but not limited to; fences, firewood stacks, grass clippings, gardens, permanent play equipment, and out buildings in the drainage and detention easements are strictly prohibited.

Should any homeowner restrict or alter the flow of water through a drainage or detention easement, they shall be notified by registered mail by the Developer or via the Homeowners Association of said violation. The homeowner shall be given 10 days to correct the matter and then the Homeowners Association shall have the duty and obligation to enter upon the property and correct the problem or violation.

From time to time the drainage/detention easements may require regrading, rework or reconstruction to maintain the proper water flow. By acceptance of a deed, the owner hereby grants to the Developer and the Homeowners Association the right of reasonable ingress and egress to enter upon the property to construct or reconstruct to any extent necessary to obtain adequate drainage. Aesthetic repairs shall be limited to final grading and seeding of the affected areas.

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Should the above repairs or reconstruction be a result of the Builder's or the Lot owner's violation of these covenants the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction of various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care or maintenance.

Section 6.3. Sign and landscape maintenance easement. Easements for the installation and maintenance of the brick entry wall, signage, lighting, fencing, irrigation systems and landscaping have been created along both sides of the 86th Street entrance into Admirals Landing. The Developer and thereafter the Admirals Landing Homeowners Association shall have the right to enter on to these easements to construct walls, fences and to install landscaping. Once installed it shall be the Homeowners Association's responsibility to cut, trim, water, fertilize, spray and otherwise maintain and replace the landscaping installed by the Developer. Except that by May 30th of each year the Homeowner's Association shall purchase and spread at least 1" of fresh mulch in the appropriate areas.

Maintenance of the wall, fencing, landscaping, and irrigation shall remain the sole responsibility and obligation of the Homeowners Association after construction.

Section 6.4. Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal systems designed to serve Admirals Landing and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

Section 6.5. Utility Easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easement.

Section 6.6. All such easements mentioned herein include the right of reasonable ingress and egress for the purpose of maintenance, construction, or reconstruction for the mutual benefit of Homeowners in Admirals Landing. No structure, including fences, shall be built on any drainage, detention, sewer, or utility easement.

## ARTICLE VII

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 7.1. "Membership." Initially, to satisfy the requirements of the Indiana Not-for-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 7.2. "Classes of Membership and Voting Rights." The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be GEIST INVESTMENTS INC., the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the end of the Development Period; or,
- (b) January 1, 1998.

Section 7.3. "Board of Directors." After the end of the Development Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association and until the end of the Development Period shall consist of three (3) persons designated by Declarant.

Section 7.4. "Professional Management." No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years.

## ARTICLE VIII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses);
- (2) Special Assessments for
  - (a) capital improvements and operating deficits, as provided for herein; and
  - (b) for special maintenance or repairs as provided for herein; and
- (3) any Insurance as provided for herein.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

Section 8.2. "Purpose of Regular Annual Assessments." The Regular Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the health, safety and welfare of the residents in the Property, for the improvement, maintenance, and repair of the landscape and wall easement and drainage/detention/retention easements and common areas for the maintenance of pool and tennis facilities

Section 8.4. "Special Assessments." The Special Assessments authorized by the Board of Directors shall be in addition to the Regular Assessments and shall be levied upon the Lot to which they apply. The cost of replacement of any required to maintain the Association's capital improvements shall be borne by the Lot owner. The cost of replacement of any required to maintain the Association's capital improvements shall be borne by the Lot owner. The cost of replacement of any required to maintain the Association's capital improvements shall be borne by the Lot owner.

Section 8.5. "Notice." The Association shall give notice of any Special Assessment to the Lot owner at least thirty (30) days prior to the date of the meeting at which the assessment shall be levied. The notice shall be in writing and shall be delivered to the Lot owner at his last known address. The notice shall be deemed to have been given if it is delivered to the Lot owner or to a person residing with the Lot owner who is at least sixteen (16) years of age and capable of receiving and understanding the notice. The notice shall be deemed to have been given if it is delivered to the Lot owner or to a person residing with the Lot owner who is at least sixteen (16) years of age and capable of receiving and understanding the notice.

Section 8.6. "Unassessments." The Association shall have the right to assess the Lot for the purpose of recovering the cost of any additional sub-funding and regulatory details.

Section 8.7. "Dates." The Regular Assessments shall commence on the first day of January of each year. The Regular Assessments shall be levied upon the Lot to which they apply. The Regular Assessments shall be levied upon the Lot to which they apply.

Section 8.8. "Effect of Assessments." The Regular Assessments shall be a continuing lien upon the Lot and shall be binding upon the successors in title to the Lot. The Regular Assessments shall be a continuing lien upon the Lot and shall be binding upon the successors in title to the Lot.

Section 8.9. "Assessment Lien." The Regular Assessments shall be a continuing lien upon the Lot and shall be binding upon the successors in title to the Lot. The Regular Assessments shall be a continuing lien upon the Lot and shall be binding upon the successors in title to the Lot.

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## COVENANT FOR MAINTENANCE ASSESSMENTS

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- (1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses);
- (2) Special Assessments for
  - (a) capital improvements and operating deficits, as provided for herein; and
  - (b) for special maintenance or repairs as provided for herein; and
- (3) any Insurance as provided for herein.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

Section 8.2. "Purpose of Regular Annual Assessments." The Regular Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the health, safety and welfare of the residents in the Property, for the improvement and maintenance, and repair of the landscape and wall easement and drainage/detention/retention easements and common areas for the maintenance of pool and tennis facilities for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the landscape, wall, and drainage/detention/retention easements and other capital improvements which the Association is required to maintain.

Section 8.3. "Maximum Regular Annual Assessments."

- A. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Annual Assessment on any Lot conveyed by Declarant shall be Sixty Dollars (\$60.00). NOTE: Additional assessments for recreational facilities and for homeowners on the pond will be assessed.
- B. From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by not more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership.
- C. From and after January 1 of such year, the maximum Regular Annual Assessment may not be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership, except with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.
- D. The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.
- E. Pond Homeowners: Purchases of lots on a pond in Admirals Landing shall have the exclusive use of the pond and the responsibility of maintaining the pond in a clear and clean condition. The annual costs of chemicals, aeration (if required), replacement of erosion control (rip-rap) well maintenance and electricity (if required) and weed control shall be divided equally by the homeowner on the pond.

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## RECREATION

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Section 8.4. "Special Assessments for Capital Improvements and Operating Deficits." In addition to the Regular Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this purpose. The foregoing notwithstanding, the Declarant, with respect to any Lots owned by it, shall not be required to pay any Special Assessments levied for construction, reconstruction, repair or replacement of any capital improvements which the Association is required to maintain and any Regular Annual Assessment.

Section 8.5. "Notice and Quorum for Any Action Authorized Under Section 8.3 and 8.4." Written notice of any meeting called for the purpose of taking any action authorized under Section 8.3 or 8.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the require quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.6 "Uniform Rate Assessment." Regular Annual Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots. Pond lots will participate in the overall Homeowner's Association on an equal basis plus they will have an additional sub-association that will be responsible for the funding and regulation of all pond related activities. See 8.3 for additional details.

Section 8.7. "Date of Commencement of Assessments; Due Dates." The Regular Assessment provided for herein shall commence as to each Lot on the date of conveyance of such Lot by Declarant. A contract sale shall constitute conveyance for the purpose of Homeowner's assessments. The provisions of this Section 8.7 notwithstanding, the owner shall pay on the day of conveyance in advance his or her share of the Regular Annual Assessment for the balance of the calendar year in which the conveyance takes place.

The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year. Payment of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8.8. "Effect of Nonpayment of Assessments; Remedies of the Association." If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established thereof pursuant to Section 8.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 8.1) shall become delinquent and shall constitute a binding lien on the Lot to which such assessments relate, and assign. The personal obligation of the then Owner to pay such assessment, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall be enforceable.

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The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8.8. "Effect of Nonpayment of Assessments; Remedies of the Association." If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established thereof pursuant to Section 8.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 8.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his or hers, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area Recreational facilities or abandonment of his Lot.

Section 8.9. "Subordination of the Lien to Mortgages; Sale or Transfer." The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to Section 8.7, as to whether or not such assessments have been paid.

## ARTICLE IX

### RECREATIONAL FACILITIES - SWIMMING POOL, TENNIS ETC.

Section 9.1 Should the Developer elect to provide recreational facilities for Admirals Landing residents in the form of bathhouse, pool, tennis courts, or other similar facilities, the purchases of lots in Admirals Landing hereby agree to mandatory assessments sufficient to operate and maintain these facilities. Assessments will be made on a per lot basis with pro rate dues assessed from the date of occupancy. Exact assessments and operational guidelines will be established prior to the start of construction.

restrictions contain law, or in equity, a without proving an injunctive relief or structure not in compliance with the restrictions contain reasonable attorney as a result thereof. its successors and authority, to enforce or other limitation covenants, commissions, expressly run in commission; provided construed to prevail from enforcing an ordinance, 58-AO- approval of this plan

Section 11.2. "Restrictions on Covenants, Restrictive Covenants, Restrictive by Judgment or Court Order or Other Provisions have no effect.

Section 11.3. "Amendment of the Declaration." The Declaration may be amended or changed by the Association prior to the end of the term of the Declaration. The Association may amend the Declaration at any time after the expiration of the term of the Declaration.

The covenants, restrictions and other provisions of the Declaration shall run with the land and shall extend to the heirs, assigns and successors of the Declarant. The Declaration is amended by the provisions hereinabove provided.

Section 11.4. "Mortgages and Liens." No mortgage or other lien shall be placed on any Lot or Lots, or on any other taxes or charges or Recreational Area and may pay any liability or other liability coverage on the Lot owned by the Association has an obligation to insure. Any such lender or other party shall be responsible for the protection of its interest in the Lot or Lots, including reasonable

Section 11.5. "Notice of Default." No notice of default shall be given by the Association to any Lot, a written notice of default shall be given to the owner of the Lot in the performance of the Declaration, the Association, as provided in the By-Laws or any other governing instrument, before any action shall be taken by the Association, or an officer of the Association, as provided in the By-Laws or any other governing instrument, to enforce the Declaration.



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## ARTICLE X

### INSURANCE AND SECURITY

Section 10.1. "Liability Insurance." The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, all persons acting or who may come to act as agents or employees, or any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy a Lot.

Section 10.2. "Miscellaneous Insurance Provisions." The Association shall also obtain any other insurance require by law to be maintained, including but not limited to Workman's Compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 10.3. "Payment of Insurance." The premiums for the insurance described above shall be paid by the Association.

Section 10.4. "Additional Insurance." Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property.

Section 10.5 Should the Declarant or thereafter the Homeowner's Association deem it desirable to employ a security patrol for Admirals Landing then the Homeowner's Association shall assess each lot owner for their pro rate share.

## ARTICLE XI

### GENERAL PROVISIONS

Section 11.1. "Right of Enforcement." In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The metropolitan development commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the metropolitan development commission; provided further, that nothing herein shall be construed to prevent the metropolitan development commission from enforcing any provisions of the subdivision commission ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the plat committee.

Section 11.2. "Severability." Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 11.3. "Amendment." During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, approved and signed by at least seventy five per cent (75%) of the then Owners, and thereafter by an instrument signed by at least two thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant at any time prior to the end of the Development Period; if it then has an ownership interest in the Property, at any time within five (5) years after the recordation hereof.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years

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The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 11.4. "Mortgagee Rights." In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges or lien against any Common, Landscape or Recreational Area or any property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement with therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 11.5. "Notice of Mortgagees." The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association, shall be binding upon the Association, as provided for herein.

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ARTICLE XII  
DEDICATION OF ROADS

Section 12.1. All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

IN WITNESS WHEREOF, GEIST INVESTMENTS INC., an Indiana Corporation, has caused this Declaration to be executed as of the date first written above.

GEIST INVESTMENTS INC, an Indiana Corporation

BY: Raymond H. Roehling, President,  
Raymond H. Roehling, President

STATE OF INDIANA }  
COUNTY OF MARION } SS:

Before me, a Notary Public, in and for said county and state, personally appeared RAYMOND H. ROEHLING, President OF Geist Investments, Inc., and Indiana Corporation, who having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said corporation.

WITNESS my hand and seal this 9<sup>th</sup> day of September, 1988.

Karen E. Roehling, Notary Public  
KAREN E. ROEHLING, Printed Name

My Commission Expires: 3-16-92  
Residing in Hamilton County.

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DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

OF  
ADMIRALS LANDING - SECTION I AND II

THIS DECLARATION, made on this 29th day of September, 1988, by GEIST INVESTMENT INC., an Indiana Corporation (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS Declarant is the owner of certain real estate located in Marion County, Indiana, which is more particularly described in EXHIBIT "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, Declarant desires to subdivide and develop the Property as generally shown on the Final Plat for Admirals Landing Section I and Admirals Landing Section II (hereinafter sometimes referred to as the "Plat" and sometimes referred to as the "Development"), by designating certain portions of the Property as Drainage Easement (as hereinafter defined), by designating certain portions of the Property as Sign, (as Landscape Maintenance Easement and Common Areas, (as hereinafter defined) and retention areas (as hereinafter defined).

WHEREAS, Declarant intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and compliment of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege prior to the recording of the plat by Declarant, of a particular lot or tract within the Development as described in EXHIBIT "A", to exclude any real estate as shown from the Development, or to include additional real estate.

EXHIBIT "A"

PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 2629.12 FEET TO THE SOUTH EAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2491.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 3808.1 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE CORNER OF SAID NORTHEAST QUARTER WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 1335.16 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22; THENCE NORTH 00 DEGREES 07 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER A DISTANCE OF 2620.09 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 2670.05 FEET TO THE WEST NORTH 86 DEGREES 24 MINUTES 05 SECONDS EAST; PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 A DISTANCE OF 35.90 FEET; THENCE SOUTH 00 DEGREES 00 SECONDS EAST A DISTANCE OF 203.27 FEET; THENCE SOUTH 50 DEGREES 25 MINUTES 42 SECONDS WEST A DISTANCE OF 155.19 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 18 SECONDS EAST A DISTANCE OF 531.18 FEET; THENCE SOUTH 20 DEGREES 23 MINUTES 37 SECONDS EAST A DISTANCE OF 134.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 2029.92 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1200.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 71.12 FEET TO THE POINT OF BEGINNING, CONTAINING 63.90 ACRES, MORE OR LESS.

ARTICLE I

ADMIRALS LANDING

The subdivision of the Property created by this Declaration shall be known and designated as ADMIRALS LANDING SECTION I and II, a subdivision located in Marion County, Indiana, the legal description for which is more particularly described on EXHIBIT "A" attached hereto and by reference made a part hereof.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean ADMIRALS LANDING Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, security, maintenance of signage and landscape located within the common area, maintenance of the other improvements installed by Declarant and located within the detention easements, maintenance of sprinkler systems, landscaping, lighting and other equipment or amenities installed in the sign and landscape maintenance easement.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the declarant shall

# ADMIRALS

Section 2.5. "Plat" means the subdivision plat of the Property identified as Final Plat of ADMIRALS LANDING SECTION I AND II recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

Section 2.6. "Lot" means any parcel of land shown upon the Final Plat of ADMIRALS LANDING SECTION I AND II and identified by a number 1 through 134 inclusive.

Section 2.7. "Developer" shall mean GEIST INVESTMENTS INC., an Indiana corporation, its successors and assigns as a Declarant.

Section 2.8. "Board of Directors" means the Board of Directors of the Association.

Section 2.9. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate described in Exhibit A.

Section 2.10. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Declarant, who shall be subject to removal by Declarant at any time, with or without cause. Any vacancies from time to time existing shall be filled by appointment of Declarant until the end of the Development Period, at which time the ADMIRALS LANDING Homeowner's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee appointed by Declarant are James A. Calto, Raymond H. Roehling, William Henderson.

Section 2.11. Approvals, determinations, permissions, or consents required herein of the Declarant shall be deemed given only if they are given in writing and signed, by the Declarant.

ARTICLE III

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 3.1. "Lot Use and Conveyance." All Lots shall be used exclusively for single-family residential purposes, except that Declarant, during the Development Period, reserves the rights provided herein respecting the Property generally. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described feehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 3.2. "Building Control." Prior to construction of any structure upon a lot, the building plans there of, including, plot plans, site storm drainage and grading plan, specifications, complete working blueprints of foundation plan, floor plan and all four views of elevations, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered by the person or persons requesting such approval. The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall final and lot drainage plans as specified in the approved final construction plans for Admirals Landing. No charge will be made to a purchaser of a lot for examination of plans or for giving approval for construction thereon. A complete set of construction plans must have the written approval of two out of three of the members of the Development Control Committee prior to the start of construction.

Section 3.3. "Occupancy or Residential Use of Partially Completed Dwelling House Prohibited." No dwelling, house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 3.4. "Other Restrictions." All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 3.5. "Building Location and Grade Line Elevation." No building may be erected between the building line shown on the Plat and the front lot line; and no dwelling or part hereof may be built or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Development Plan, is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the "Developer" and the Building Commissioner of the City of Lawrence. Demonstration of adequate stormwater drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

Section 3.6. "Architectural Guidelines." As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the existing structure.

A. Size of Dwelling. The ground floor area of the main structure shall be not less than 2200 square feet in the case of a one story structure, nor less than 1200 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 2400 square feet. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, screened porches, garages, etc.

B. Garages. All homes to have minimum two car attached garages. All garage doors to be of wood, masonry, or insulated metal material and be painted or stained to match or complement the dwelling.

C. Driveways. All driveways to be asphalt, concrete or paving brick material.

D. Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches. Any two story home with less than 6/12 pitch, or ranch with less than 8/12 pitch will require special approval.

platted lots and lands located within the Development as they become platted are held and shall be held conveyed hypothecated or encumbered leased rented used occupied and improved subject to the following Restrictions all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right title or interest legal or equitable in and to the real property or any part or parts thereof subject to such Restrictions and shall insure to the benefit of Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by Declarant of a particular lot or tract within the Development as described in EXHIBIT "A", to exclude any real estate as shown from the Development, or to include additional real estate.

#### EXHIBIT "A"

PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5, EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2629.12 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 28 MINUTES 28 SECONDS WEST ALONG THE 2491.51 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH LINE OF SAID NORTHEAST QUARTER WEST ALONG SAID CORNER OF THE NORTHEAST QUARTER TO THE SOUTHWEST DEGREES 26 MINUTES 54 SECONDS WEST LINE, THENCE SOUTH 89 DEGREES 26 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE 13.16 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 22, THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, THENCE EAST HALF OF SAID WEST LINE 52 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID WEST LINE TO THE NORTHWEST QUARTER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 166.00 FEET, THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 45.00 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 150.77 FEET, THENCE SOUTH 00 DEGREES 07 MINUTES 57 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1017.46 FEET, THENCE NORTH 89 DEGREES 21 MINUTES 57 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 967.05 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 24 MINUTES 15 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 33.90 FEET, THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 203.27 FEET, THENCE SOUTH 00 SECONDS WEST A DISTANCE OF 203.27 FEET, THENCE SOUTH 50 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 34.93 FEET, THENCE SOUTH 39 DEGREES 34 MINUTES 18 SECONDS EAST A DISTANCE OF 331.18 FEET, THENCE SOUTH 20 DEGREES 43 MINUTES 37 SECONDS EAST A DISTANCE OF 134.81 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 112.99 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 130.00 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 21.12 FEET, THENCE TO THE POINT OF BEGINNING, CONTAINING 63.90 ACRES, MORE OR LESS.

#### ARTICLE I

##### ADMIRALS LANDING

The subdivision of the Property created by this Declaration shall be known and designated as ADMIRALS LANDING SECTION 1 and II, a subdivision located in Marion County, Indiana, the legal description for which is more particularly described on EXHIBIT "A" attached hereto and by reference made a part hereof.

#### ARTICLE II

##### DEFINITIONS

Section 2.1. "Association" shall mean ADMIRALS LANDING Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, security, maintenance of signage and landscape located within the common area; maintenance of the other improvements installed by Declarant and located within the detention easements, maintenance of sprinkler systems, landscaping, lighting and other equipment or amenities installed in the sign and landscape maintenance easement.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the declarant shall own any Lot.

Section 2.4. "Property" means the real estate described in Exhibit "A".

time with or without cause. Any vacancies in the Declarant at any existing shall be filled by appointment of Declarant until the end of the Development Period, at which time the ADMIRALS LANDING Homeowners Association, Inc., shall appoint from its membership this Committee. The initial members of this Committee appointed by Declarant are James A. Caito, Raymond H. Roehling, William Henderson.

Section 2.11. Approvals, determinations, permissions or consents required herein of the Declarant shall be deemed given only if they are given in writing and signed, by the Declarant.

#### ARTICLE III

##### USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 3.1. "Lot Use and Conveyance." All Lots shall be used exclusively for single-family residential purposes, except that Declarant, during the Development Period, reserves the rights herein provided respecting the Property generally. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 3.2. "Building Control." Prior to construction of any structure upon a lot, the building plans there of, including, plot plans, site storm drainage, and grading plan, specifications, complete working blueprints of foundation, plan, floor plan and all four views of elevations, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered by the person or persons requesting such approval. The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project and lot drainage plans as specified in the approved final construction plans for Admirals Landing. No charge will be made to a purchaser of a lot for examination of plans or for giving approval for construction thereon. A complete set of construction plans must have the written approval of two out of three of the members of the Development Control Committee prior to the start of construction.

Section 3.3. "Occupancy of Residential Use of Partially Completed Dwelling House Prohibited." No dwelling, house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 3.4. "Other Restrictions." All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 3.5. "Building Location and Grade Line Elevation." No building may be erected between the building line shown on the Plat and the front lot line; and no dwelling or part hereof may be build or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Development Plan, is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the "Developer" and the Building Commissioner of the City of Lawrence. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

Section 3.6. "Architectural Guidelines." As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the existing structure.

A. Size of Dwelling. The ground floor area of the main structure, shall be not less than 2200 square feet in the case of a one story structure, nor less than 1200 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 2400 square feet. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, screened porches, garages, etc.

B. Garages. All homes to have minimum two car attached garages. All garage doors to be of wood, masonry, or insulated metal material and be painted or stained to match or complement the dwelling.

C. Driveways. All driveways to be asphalt, concrete or paving brick material.

D. Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches. Any two story home with less than 6/12 pitch, or ranch with less than 8/12 pitch will require special approval.

E. Sidewalks. Each home shall have a continuous concrete or brick sidewalk from the driveway to the front porch. In addition, each Lot shall be serviced by a 4' concrete walk on all portions of the lot with street frontage. Sidewalk to be installed by the builder and included in the purchase price, if the home is completed in the winter, then the sidewalks shall be installed no later than April 30th of the following spring.

- F. No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.
- G. **Windows-Doors.** If storm doors are installed, they must be painted to match exterior of the home. No unfinished aluminum doors or windows will be allowed. All front windows must be wood or wood windows with clad exterior.
- H. All gutters and downspouts other than copper, will be painted or prefinished painted aluminum to compliment the exterior of the home.
- I. All metal and PVC roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.
- J. **Plumbing.** All plumbing vent stacks to be on rear of house; Sump pump lines shall be connected to underground laterals or storm sewers as provided in the development plan.
- K. **Street Cleaning.** Builder to finish cleaning in front of his house upon completion and rough clean the street periodically during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.
- L. **Yard Lights.** All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to the house, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision. Builders shall furnish and install said lights on behalf of the owner prior to closing. Cost should be included by the builder in the price of the home.
- M. **Awnings.** No metal, fiberglass or similar type material awnings or patio covers will be permitted in the development.
- N. **Mailboxes.** All mailboxes and posts installed at the street to service lots in Admirals Landing shall be uniform and shall be of a type, color, and manufacture approved by the Developer. Such mailboxes shall be installed by the Developer at the builder's expense upon posts approved as to type, size and location by the Developer. Cost of mailbox post and installation should be included by the builder in the price of the house.
- O. **Masonry.** A full masonry main level with wood used in accent areas is the preference of the Development Control Committee. Homes with substantial wood siding will be considered as an individual basis with emphasis placed on materials corresponding to the theme of the home. (i.e. New England Salt Box, etc.)
- P. **Landscaping.** To be furnished with house and completed before closing. Builders shall sod the front and 50% of the side yard and final grade, seed and straw the remaining yard. Landscaping mulch will be allowed in neutral areas. Each home shall include a minimum of \$300.00 worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Developer prior to installation.
- A fully seeded yard will only be considered if the home has a professionally installed underground irrigation system servicing the entire front and side yards. Said automatic system shall be installed and operational prior to closing and occupancy by the buyer. No exceptions will be made to this covenant including hydroseeding. The builder shall be responsible for completing this covenant proper to closing or escrowing sufficient funds to complete as soon as weather permits. Pond water may not be used for irrigation.
- Q. **Fireplaces.** The exterior of fireplace chimneys shall be brick or stone.
- R. **Swimming Pools.** Only permanent, in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. See fencing Section 4.14 for further details.
- S. **Tennis Courts, Racquetball Courts, Paddle Ball Courts, Etc.** Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties in Admirals Landing be screened by pines of at least 6 feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Admirals Landing.
- T. **Play Equipment.** Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Developer, provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting). Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Developer.
- U. **Solar and Geothermal Heating Systems.** The Developer acknowledges the increased use of residential solar heating systems which utilize solar heating panels and related equipment. The Developer will carefully review solar heating plans to ensure that their use and location have minimal detrimental effect on adjoining properties. Geothermal heat systems are acceptable. However, the closed loop variety should be used. No water may be drawn from ponds or detention/retention areas for use in heating or cooling.
- V. **Miscellaneous.** All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. Collapsible and removable clotheslines will be permitted, but permanent clotheslines are not acceptable.
- W. **Liability of Developer.** Neither the Developer, nor any agent thereof, shall be responsible in any way for any defects in, any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

- X. **Inspection.** The Developer may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

**Section 3.7. "Home Occupations."** No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted; any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; b) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No manufacture or assembly operations are conducted. In no event shall the following or similar activities be conducted: a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, tan salon, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

## ARTICLE IV

### GENERAL PROHIBITIONS

**Section 4.1. "In General."** No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

**Section 4.2. "Vehicle Parking."** No trucks, camper, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.

**Section 4.3. "Exterior Antenna."** Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.

**Section 4.4. "Garbage and Refuse Disposal."** No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

**Section 4.5. "Animals."** No animals, rabbits, livestock, horses 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 so that they will not be a nuisance.

**Section 4.6. "Storage Tanks."** Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

**Section 4.7. "Temporary Structures and Outbuildings."** No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and materials as the primary structure and be approved by the developer. Roofing and stain of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12 x14' and 10' high.

**Section 4.8. "Window Coverings."** All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.

**Section 4.9. "Signs."** No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square feet (2'x3') may be displayed at any time for the purpose of advertising the property for sale or for rent. An exception to this rule may be granted by the Declarant during special promotional periods. Also, the Declarant shall be permitted to erect and maintain upon the property such signs as it seems appropriate to advertise during the construction and sale periods.

**Section 4.10. "Prohibition of Used Structures and Modular Homes."** All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such Lot. No modular or prefabricated structures (except trusses) may be placed on any Lot.

**Section 4.11. "Building Completion."** Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one (1) year after the date of commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said Lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said Lot at the time of sale.

**Section 4.12. "Fire."** No fire shall be permitted to burn upon any street or roadway in the subdivision.

**Section 4.13. "Home-A-Rama."** Admirals Landing has been selected as the site for the 1989 Indianapolis Builders' Association summer Home-A-Rama. By acceptance of a deed the lot purchasers acknowledge the participation in this major event. The Home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The event will contribute greatly to the development and enhancement of Admirals Landing, however, there will be substantial car and pedestrian traffic, booths, tents, large signage, lights and noise pollution. By acceptance of a deed the lot purchasers in Admirals Landing hereby waive their right to object all activities necessary to conduct the above Home Show and other similar events that the developer may authorize to promote lot and home sales.

**Section 4.14. "Fences, Walls and Screening."** It is the goal of

- L. **Yard Lights.** All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision. Builders shall furnish and install said lights on behalf of the owner prior to closing. Cost should be included by the builder in the price of the home.
- M. **Awning.** No metal, fiberglass or similar type material awnings or patio covers will be permitted in the development.
- N. **Mailboxes.** All mailboxes and posts installed at the street to service lots in Admirals Landing shall be uniform and shall be of a type, color, and manufacture approved by the Developer. Such mailboxes shall be installed by the Developer at the builder's expense upon posts approved as to type, size and location by the Developer. Cost of mailbox post and installation should be included by the builder in the price of the house.
- O. **Masonry.** A full masonry main level with wood used in accent areas is the preference of the Development Control Committee. Homes with substantial wood siding will be considered as an individual basis with emphasis placed on materials corresponding to the theme of the home. (i.e. New England Salt Box, etc.)
- P. **Landscaping.** To be furnished with house and completed before closing. Builder shall sod the front and 50% of the side yard and final grade, sod and straw, the remaining yard. Landscaping will be allowed in "natural areas". Each home shall include a minimum of \$300.00-worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Developer prior to installation.
- A fully seeded yard will only be considered if the home has a professionally installed underground irrigation system servicing the entire front and side yards. Said automatic system shall be installed and operational prior to closing and occupancy by the buyer. No exceptions will be made to this covenant including hydroseeding. The builder shall be responsible for completing this covenant proper to closing or escrowing sufficient funds to complete as soon as weather permits. Pond water may not be used for irrigation.
- Q. **Fireplaces.** The exterior of fireplace chimneys shall be brick or stone.
- R. **Swimming Pools.** Only permanent, in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design. See fencing Section 4.14 for further details.
- S. **Tennis Courts, Racquetball Courts, Paddle Ball Courts, Etc.** Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties, in Admirals Landing be screened by pines of at least 6 feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Admirals Landing.
- T. **Play Equipment.** Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Developer, provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including painting). Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Developer.
- U. **Solar and Geothermal Heating Systems.** The Developer acknowledges the increased use of residential solar heating systems which utilize solar heating panels and related equipment. The Developer will carefully review solar heating plans to ensure that their use and location have minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable. However, the closed loop variety should be used. No water may be drawn from ponds or detention/retention areas for use in heating or cooling.
- V. **Miscellaneous.** All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. Collapsible and removable clotheslines will be permitted, but permanent clotheslines are not acceptable.
- W. **Liability of Developer.** Neither the Developer, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Developer does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- Section 4.1. "In General." No noxious or offensive activities shall be carried on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.
- Section 4.2. "Vehicle Parking." No trucks, camper, trailers recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.
- Section 4.3. "Exterior Antenna." Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.
- Section 4.4. "Garbage and Refuse Disposal." No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.
- Section 4.5. "Animals." No animals, rabbits, livestock, horses 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 so that they will not be a nuisance.
- Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage-of-gasoline or any caustic chemical is prohibited.
- Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and materials as the primary structure and be approved by the developer. Roofing and stain of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12 x14 and 10' high.
- Section 4.8. "Window Coverings." All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.
- Section 4.9. "Signs." No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square feet (2'x3') may be displayed at any time for the purpose of advertising the property for sale or for rent. An exception to this rule may be granted by the Declarant during special promotional periods. Also, the Declarant shall be permitted to erect and maintain upon the property such signs as it seems appropriate to advertise during the construction and sale periods.
- Section 4.10. "Prohibition of Used Structures and Modular Homes." All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such Lot. No modular or prefabricated structures (except trusses) may be placed on any Lot.
- Section 4.11. "Building Completion." Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one (1) year after the date of commencement of the building process. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said Lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said Lot at the time of sale.
- Section 4.12. "Fire." No fire shall be permitted to burn upon any street or roadway in the subdivision.
- Section 4.13. "Home-A-Rama." Admirals Landing has been selected as the site for the 1989 Indianapolis Builders Association summer Home-A-Rama. By acceptance of a deed the lot purchasers acknowledge the participation in this major event. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The event will contribute greatly to the development and enhancement of Admiral Landing, however, there will be substantial car and pedestrian traffic, booths, tents, large signage, lights and noise pollution. By acceptance of a deed the lot purchasers in Admirals Landing hereby waive their right to object all activities necessary to conduct the above Home Show and other similar events that the developer may authorize to promote lot and home sales.
- Section 4.14. "Fences, Walls and Screening." It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Developer when reviewing fences for

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approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home, except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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, right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line. The Developer discourages fencing of the entire backyard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer after completion in order to ensure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

**A. Height Restriction.**

The developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Developer, therefore, will consider rear perimeter fences up to 4 feet in height, which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height limit where the rear line of a Lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio or to enclose an inground pool area will be permitted. The specific fence height restrictions are as follows:

- 1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Developer.
- 2) The Developer will not ordinarily approve any proposed fence which exceeds 4 feet in height unless the rear line of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.
- 3) Patio screens/privacy fences shall not exceed 6 feet in height, except for recreational fences as provided herein.
- 4) Pond fences - Fences on the pond will not be allowed unless approved by a 2/3 vote of all the owners of lots on the pond.

**B. Materials and Finish.**

- 1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.
- 2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are pre-approved all other colors must be approved prior to construction.
- 3) All fencing or screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.
- 4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

**C. Approval**

The exact location, material, color and height shall be submitted to the developer and thereafter the Homeowner's Association for written approval prior to construction.

**Section 4.15 Pond Regulations.** Owner of lots on any Admiral Landing pond shall have the exclusive privilege of use of the pond as well as the obligation of maintenance of the pond as provided in Section 8.3 (E). A sub-association consisting of homeowners on the pond shall fund and regulate the use, maintenance and architectural control of all activities affecting the pond, with the Developer maintaining the voting rights as provided in Article 7.2.

- A) General use - The pond may be used by owners of pond lots and their guests for fishing, non-motorized boating, and swimming. All activities are at the homeowners risk and are not supervised or regulated by the developer.
- B) Docks, beaches and landscaping - Generally only modest docks and normal landscaping will be considered. Any plans for construction of improvements or modification of grade around the pond must be submitted in detail for written approval from the developmental control committee prior to the start of construction.
- C) No water may be drawn from the pond for irrigation or other purposes including geothermal heating or cooling.
- D) Should a well be necessary to maintain clarity or water height then the pond homeowners shall share in the maintenance and operational costs (electricity) of a well on an equal basis.
- E) It is recommended that residents on the pond review their liability policies to ensure adequate liability coverage for pond related activities.
- F) Fences - See Section 4.14 A-4 for regulations restricting construction of fences on the pond.
- G) If weeds or other vegetation grows out of the pond rip-rap the pond homeowners sub-association shall fund a weed control program to maintain a neat bank. Each homeowner shall trim neatly down to the rip-rap.

**ARTICLE V**

**MAINTENANCE OF LOTS AND IMPROVEMENTS.**

The owner of any Lot 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:

- A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- B. Remove all debris or rubbish;
- C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- D. Cut down and remove dead trees;
- E. Where applicable, prevent debris and foreign material from entering drainage areas;

REVISIONS

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SCHNEIDER ENGINEERING CORPORATION

3020 NORTH POST ROAD  
INDIANAPOLIS, INDIANA 46224-4511





F. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**Section 5.1.** "Developer's Right to Perform Certain Maintenance." In the event that any Owner of a Lot shall fail to maintain his Lot, and any improvements situated thereon in accordance with the provisions of these Restrictions, Developer and thereafter the Homeowners Association shall have the right, but not the obligation, to enter upon said Lot and employ or contract for, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. All costs of the collection process shall be born by the defaulting lot owner. Neither the Declarant, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Declarant/Developer.

**Section 5.2.** "Annexation." No owner of any Lot shown herein shall have the right to remonstrate against annexation of lots in future sections to the City of Lawrence.

#### ARTICLE VI

#### DRAINAGE, DETENTION, UTILITY, SEWER.

##### WALL AND LANDSCAPE EASEMENTS.

**Section 6.1.** Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each land owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, and shall any grading restrict, in any manner, the waterflow, and shall be 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 Developer. Said easements are for the mutual use and benefit of the owners of all Lots in Admirals Landing.

Should the above repairs or reconstruction be a result of the Lot owner's violation of these covenants the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care of maintenance.

**Section 6.2.** Drainage Easements and Detention Easements are created primarily along the rear yards of some Lots to control storm water run off either overland or in underground conduit to serve the needs of the subdivision and adjoining ground and/or public drainage systems. It shall be the individual responsibility of each land owner to maintain 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, in any manner, the waterflow. Obstructions, such as but not limited to; fences, firewood stacks, grass, clippings, gardens, permanent play equipment, and out buildings in the drainage and detention easements are strictly prohibited.

Should any homeowner restrict or alter the flow of water through a drainage or detention easement, they shall be notified by registered mail by the Developer or via the Homeowners Association of said violation. The homeowner shall be given 10 days to correct the matter and then the Homeowners Association shall have the duty and obligation to enter upon the property and correct the problem or violation.

From time to time the drainage/detention easements may require regrading, rework or reconstruction to maintain the proper water flow. By acceptance of a deed, the owner hereby grants to the Developer and the Homeowners Association the right of reasonable ingress and egress to enter upon the property to construct or reconstruct to any extent necessary to obtain adequate drainage. Aesthetic repairs shall be limited to final grading and seeding of the affected areas.

Should the above repairs or reconstruction be a result of the Builder's or the Lot owner's violation of these covenants the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction of various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care or maintenance.

**Section 6.3.** Sign and landscape maintenance easement Easements for the installation and maintenance of the brick entry wall, signage, lighting, fencing, irrigation systems and landscaping have been created along both sides of the 66th Street entrance into Admirals Landing. The Developer and thereafter the Admirals Landing Homeowners Association shall have the right to enter on to these easements to construct walls, fences and to install landscaping. Once installed it shall be the Homeowners Association's responsibility to cut, trim, water, fertilize, spray and otherwise maintain and replace the landscaping installed by the Developer. Except that by May 30th of each year the Homeowner's Association shall purchase and spread at least 1" of fresh mulch in the appropriate areas.

Maintenance of the wall, fencing, landscaping, and irrigation shall remain the sole responsibility and obligation of the Homeowners Association after construction.

**Section 6.4.** Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal systems designed to serve Admirals Landing and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

**Section 6.5.** Utility Easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easement.

**Section 6.6.** All such easements mentioned herein include the right of reasonable ingress and egress for the purpose of maintenance, construction, or reconstruction for the mutual benefit of Homeowners in Admirals Landing. No structure, including fences, shall be built on any drainage, detention, sewer, or utility easement.

#### ARTICLE VII

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section 7.1.** "Membership." Initially, to satisfy the requirements of the Indiana Not-for-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "initial Members"). The initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 7.2.** "Classes of Membership and Voting Rights." The Association shall have two (2) classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B member shall be GEIST INVESTMENTS INC., the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the end of the Development Period; or,
- (b) January 1, 1998.

**Section 7.3.** "Board of Directors." After the end of the Development Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association and until the end of the Development Period shall consist of three (3) persons designated by Declarant.

**Section 7.4.** "Professional Management." No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years.

#### ARTICLE VIII

#### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 8.1.** Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed thereto, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses);
- (2) Special Assessments for
  - (a) capital improvements and operating deficits, as provided for herein; and
  - (b) for special maintenance or repairs as provided for herein; and
- (3) any insurance as provided for herein.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

**Section 8.2.** "Purpose of Regular Annual Assessments." The Regular Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the landscape and wall easement and drainage/detention/retention easements and common areas for the maintenance of pool and tennis facilities for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the landscape, wall, and drainage/detention/retention easements and other capital improvements which the Association is required to maintain.

**Section 8.3.** "Maximum Regular Annual Assessments."

- A. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Annual Assessment on any Lot conveyed by Declarant shall be Sixty Dollars (\$60.00). **NOTE:** Additional assessments for recreational facilities and for homeowners on the pond will be assessed.
- B. From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by not more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership.
- C. From and after January 1 of such year, the maximum Regular Annual Assessment may not be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership, except with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

D. The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

E. **Pond Homeowners:** Purchases of lots on a pond in Admirals Landing shall have the exclusive use of the pond and the responsibility of maintaining the pond in a clear and clean condition. The annual costs of chemicals, aeration (if required), replacement of erosion control (rip-rap) wall maintenance and electricity (if required) and weed control shall be divided equally by the homeowner on the pond.

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## ARTICLE X

### INSURANCE AND SECURITY

**Section 8.4. "Special Assessments for Capital Improvements and Operating Deficits."** In addition to the Regular Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this purpose. The foregoing notwithstanding, the Declarant, with respect to any Lots owned by it, shall not be required to pay any Special Assessments levied for construction, reconstruction, repair or replacement of any capital improvements which the Association is required to maintain and any Regular Annual Assessment.

**Section 8.5. "Notice and Quorum for Any Action Authorized Under Section 8.3 and 8.4."** Written notice of any meeting called for the purpose of taking any action authorized under Section 8.3 or 8.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8.6 "Uniform Rate Assessment."** Regular Annual Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots. Pond lots will participate in the overall Homeowner's Association on an equal basis plus they will have an additional sub-association that will be responsible for the funding and regulation of all pond related activities. See 8.3 for additional details.

**Section 8.7. "Date of Commencement of Assessments; Due Dates."** The Regular Assessment provided for herein shall commence as to each Lot on the date of conveyance of such Lot by Declarant. A contract sale shall constitute conveyance for the purpose of Homeowner's assessments. The provisions of this Section 8.7 notwithstanding, the owner shall pay on the day of conveyance in advance his or her share of the Regular Annual Assessment for the balance of the calendar year in which the conveyance takes place.

The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year. Payment of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

**Section 8.8. "Effect of Nonpayment of Assessments; Remedies of the Association."** If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established thereof pursuant to Section 8.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 8.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his or hers, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessment; however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing a complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area Recreational facilities or abandonment of his Lot.

**Section 8.9. "Subordination of the Lien to Mortgages; Sale or Transfer."** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for, prior assessments by a binding certificate from the Association, issued pursuant to Section 8.7, as to whether or not such assessments have been paid.

## ARTICLE IX

### RECREATIONAL FACILITIES - SWIMMING POOL, TENNIS ETC.

**Section 9.1** Should the Developer elect to provide recreational facilities for Admirals Landing residents in the form of bathhouse, pool, tennis courts, or other similar facilities, the purchases of lots in Admirals Landing hereby agree to mandatory assessments sufficient to operate and maintain these facilities. Assessments will be made on a per lot basis with pro rate dues assessed from the date of occupancy. Exact assessments and operational guidelines will be established prior to the start of construction.

**Section 10.1. "Liability Insurance."** The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, all persons acting or who may come to act as agents or employees, of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy a Lot.

**Section 10.2. "Miscellaneous Insurance Provisions."** The Association shall also obtain any other insurance require by law to be maintained, including but not limited to Workman's Compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors and any managing agent acting on behalf of the Association, the right to adjust with the insurance companies all losses under policies purchased by the Association.

**Section 10.3. "Payment of Insurance."** The premiums for the insurance described above shall be paid by the Association.

**Section 10.4. "Additional Insurance."** Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property.

**Section 10.5** Should the Declarant or thereafter, the Homeowner's Association deem it desirable to employ a security patrol for Admirals Landing then the Homeowner's Association shall assess each lot owner for their pro rate share.

## ARTICLE XI

### GENERAL PROVISIONS

**Section 11.1. "Right of Enforcement"** in the event of a violation, or threatened violation, of any of the covenants, conditions, or restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The metropolitan development commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions, covenants, commitments, restrictions in this plat other than those expressly run in favor of the metropolitan development commission; provided further, that nothing herein shall be construed to prevent the metropolitan development commission from enforcing any provisions of the subdivision commission ordinance 58-A O-3, as amended, or any conditions attached to approval of this plat by the plat committee.

**Section 11.2. "Severability."** Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

**Section 11.3. "Amendment."** During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Marion County Indiana, approved and signed by at least seventy five per cent (75%) of the then Owners and thereafter by an instrument signed by at least two thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant at any time prior to the end of the Development Period; if it then has an ownership interest in the Property, at any time within five (5) years after the recordation hereof.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period this Declaration is amended or changed in whole or in part as hereinabove provided.

**Section 11.4. "Mortgagee Rights."** In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgage taxes on any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges or lien against any Common, Landscape or Recreational Area or any property owned by the Association, and may pay any overdue premiums on any hazard casualty liability or other insurance policies or secure new insurance coverage on the lapses of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

**Section 11.5. "Notice of Mortgagees."** The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided for herein.

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 88 OCT 25 PM 3:05  
 IN MARION COUNTY  
 MARION COUNTY RECORDER

ARTICLE XII  
 DEDICATION OF ROADS

Section 12.1. All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

IN WITNESS WHEREOF, GEIST INVESTMENTS INC., an Indiana Corporation, has caused this Declaration to be executed as of the date first written above.

GEIST INVESTMENTS INC., an Indiana Corporation

BY: Raymond H. Roehling, President

STATE OF INDIANA }  
 COUNTY OF MARION } SS:


Before me, a Notary Public, in and for said county and state, personally appeared RAYMOND H. ROEHLING, President of Geist Investments, Inc., and Indiana Corporation, who having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said corporation.

WITNESS my hand and seal this 9th day of September, 1988.

Lois E. Roehling Notary Public

Lois E. Roehling, Printed Name  
 My Commission Expires: 3-16-92  
 Residing in Hamilton County.

DATE	CHECK NO.	BY	DATE	CHECK

SCHNEIDER ENGINEERING CORPORATION 3020 NORTH POST ROAD INDIANAPOLIS, INDIANA 46226-6515 (317) 896-8282 P.O. BOX 26068	 CIVIL ENGINEERS LAND SURVEYORS
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2k JWS 10-16-87

(5) 1000

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NOTE:

Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607, Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Oct 28 3 06 PM '87

Legal Description:

See Exhibit "A" Attached

Statement of COMMITMENTS.

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. Minimum house sizes shall be 1200 square feet of living area.
3. Each home shall have a two-car attached garage.
4. Petitioner shall dedicate right-of-way along 79th Street, 86th Street and County Line Road in conformance with the Thoroughfare Plan as per the request of the Department of Transportation.
5. None.

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons of are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing. No written notice has been given.

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DEPT METRO DEVELOPMENT

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition # S7-2-189 by the City-County Council changing the zoning classification of the real estate from a A-2 zoning classification to a D-3 zoning classification; or
- (b) the adoption of approval petition # \_\_\_\_\_ by the Metropolitan Development Commission;

and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-3 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
4. None.

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # S7-2-189.

IN WITNESS WHEREOF, owner has executed this instrument this 24<sup>th</sup> day of September, 1987,  
10th Street Development Company  
Signature \_\_\_\_\_ (Seal) by: Signature Raymond R. Hellwig (Seal)  
Printed: RAYMOND R. HELWIG  
Title: Vice - Pres  
STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared RAYMOND R. HELWIG, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 24 day  
of September, 1987

Signature Jack Mear  
Printed STEPHEN A. MEARS  
County of Residence MARION

My Commission expires:  
12/15/89

This instrument was prepared by Stephen D. Mears, Attorney at Law

870121115

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
  - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
  - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
  - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
  - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
  - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;
2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

570121415

5271/jh

EXHIBIT 'A'

Land Description

Part of Section 22, Township 17 North, Range 1 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the East line of the Northeast Quarter of said Section 22, lying South 00 degrees 02 minutes 56 seconds West a distance of 871.22 feet from the Northeast Corner of said Northeast Quarter; thence South 00 degrees 02 minutes 56 seconds West along the east line of said Northeast Quarter a distance of 1758.01 feet to the Southeast Corner of said Northeast Quarter; thence South 20 degrees 14 minutes 47 seconds West along the south line of said Northeast Quarter a distance of 2003.92 feet to the Northwest Corner of the West Half of the West Half of the Southeast Quarter of said Section 22; thence South 00 degrees 01 minutes 41 seconds East along the east line of the West Half of the West Half of the Southeast Quarter a distance of 2432.37 feet to the Southeast Corner of the West Half of the West Half of the Southeast Quarter; thence South 89 degrees 28 minutes 01 seconds West along the south line of said Southeast Quarter of said Section 22 a distance of 668.53 feet to the Southwest Corner of said Southeast Quarter; thence North 00 degrees 00 minutes 59 seconds West along the west line of said Southeast Quarter a distance of 2619.80 feet to the center of said Section 22; thence South 89 degrees 17 minutes 46 seconds West along the south line of the Northwest Quarter of Section 22 a distance of 1335.35 feet to the Southwest Corner of the East Half of the Northwest Quarter of said Section 22, thence North 00 degrees 01 minutes 04 seconds West along the west line of the East Half of the Northwest Quarter a distance of 3520.15 feet to the Northwest Corner of the East Half of the Northwest Quarter of said Section 22; thence North 88 degrees 52 minutes 51 seconds East along the north line of the Northwest Quarter of said Section 22 a distance of 516.00 feet; thence South 01 degrees 07 minutes 09 seconds East a distance of 45.00 feet; thence South 88 degrees 52 minutes 51 seconds West, parallel with the north line of the Northwest Quarter of said Section a distance of 150.50 feet; thence South 00 degrees 01 minutes 04 seconds East, parallel with the west line of the East Half of the Northwest Quarter of said Section 22 a distance of 1017.46 feet; thence North 88 degrees 52 minutes 51 seconds East, parallel with the north line of the Northwest Quarter of said Section 22 a distance of 987.05 feet to the west line of said Section 22; a distance of 1375.04 feet; thence North 00 degrees 05 minutes 49 seconds West, parallel with the west line of said Northeast Quarter a distance of 191.22 feet; thence North 89 degrees 15 minutes 29 seconds East, parallel with the north line of said Northeast Quarter a distance of 1298.62 feet to the Beginning Point, containing 199.988 acres, more or less.

6330998.DOC

570123115



910111972

CROSS REFERENCE

10/2

AMENDMENT  
TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ADMIRALS  
LANDING SECTION I AND II

91 OCT 29 PM 12:00

ORIGINAL RECORDING DATE: 10-25-88

JOAN H. KUMERL  
MARION COUNTY RECORDER

INSTRUMENT NUMBER: 880108801 AND 880108802

LEGAL DESCRIPTION: SEE EXHIBIT "A"

CHANGE: SECTION 3.6 (A) SIZE OF DWELLING

Currently required that the ground floor area of the main structure in Section One shall not be less than 2200 square feet in the case of a one story structure, nor less than 1200 square feet in the case of a two story dwelling. In section two, the ground floor area shall be a minimum of 2000 square feet for a one story structure and not less than 1100 square feet in the case of a two story dwelling. The first and second floors of a two story or multilevel shall contain at least 2400 square feet in section one and 2200 square feet in section two. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, screened porches, garages, etc.

Section One standards remaine the same. Section Two standards have been revised to the above.

This document executed on the 26<sup>th</sup> day of October, 1991.  
86th Street Development Company, Limited partnership, an Indiana Limited partnership By: Geist Investment Company, Inc., General Partner

Signature: [Signature]  
Printed: James A. Csito

Signature: [Signature]  
Printed: Raymond H. Roehling

JOHN R. VON ARX  
MARION COUNTY AUDITOR  
Oct 29 1991 028790  
DULY ENTERED FOR  
TAXATION  
SUBJECT TO FINAL  
ACCEPTANCE BY TRANSFER

STATE OF INDIANA }  
COUNTY OF MARION } ACKNOWLEDGMENT

Before me, a Notary public in and for said County and State, personally appeared 86th Street Development Company, Limited partnership, an Indiana Limited Partnership By: Geist Investment Company, Inc., General partner who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial Seal this 20 day of October, 1991.  
My commission expires: Signature [Signature]  
Printed Karen E. Roehling  
3-16-92 Printed Karen E. Roehling  
Resident of Hamilton County, Indiana.

This instrument prepared by Raymond H. Roehling

FILED  
OCT 29 1991  
LAWRENCE TOWNSHIP  
ASSESSOR

FILED  
OCT 25 1991  
DEPT. METRO DEVELOPMENT  
BY

**FILED**

OCT 29 1991

*Justus*  
LAND DESCRIPTION  
EXHIBIT *2*

PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER; A DISTANCE OF 2491.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 100.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 26 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22; A DISTANCE OF 1335.16 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22; THENCE NORTH 00 DEGREES 07 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; A DISTANCE OF 2620.09 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE A DISTANCE OF 516.00 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 06 SECONDS EAST; A DISTANCE OF 45.00 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 51 SECONDS WEST; PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE A DISTANCE OF 150.77 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 57 SECONDS WEST; PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; A DISTANCE OF 1017.46 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 52 SECONDS EAST; PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 24 MINUTES 15 SECONDS EAST; PARALLEL WITH THE NORTH LINE OF SAID SECTION 22; THENCE NORTH 89 DEGREES 24 MINUTES 15 SECONDS EAST; PARALLEL WITH THE NORTH LINE OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 203.77 FEET; THENCE SOUTH 50 DEGREES 02 MINUTES 39 DEGREES WEST; A DISTANCE OF 155.19 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 18 SECONDS EAST; A DISTANCE OF 531.88 FEET; THENCE SOUTH 20 DEGREES 23 MINUTES 57 SECONDS EAST; A DISTANCE OF 134.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 712.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST; A DISTANCE OF 130.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST; A DISTANCE OF 21.12 FEET TO THE POINT OF BEGINNING, CONTAINING 63.90 ACRES, MORE OR LESS.

**FILED**

OCT 29 1991

LAWRENCE TOWNSHIP  
ASSESSOR

910111972

**FILED**

OCT 29 1991

DEPT. METRO DEVELOPMENT

BY

2

CROSS REFERENCE - Declaration of Covenants, Conditions and Restriction of Admirals Landing - Section I and II recorded with the Recorder of Marion County, Indiana on the 25th day of October, 1988, as Instrument Number 880108801, and the first amendment thereof recorded with the Recorder of Marion County, Indiana on the 29th day of October, 1991, as Instrument Number 910111972.

ASSIGNMENT OF DECLARANT'S INTEREST IN  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF ADMIRALS LANDING - SECTION I AND II

Geist investments Co., Inc. a/k/a Geist Investments, Inc. (hereafter "Geist") hereby memorializes the assignment to the 86th Street Development Company Limited Partnership (hereafter "86th") of any right, title, or interest which Geist may have as Declarant or Developer under, in and to the Declaration of Covenants, Conditions and Restriction of Admirals Landing - Section I and II recorded with the Recorder of Marion County, Indiana on the 25th day of October, 1988, as Instrument Number 880108801, and 86th hereby memorializes its acceptance of said assignment.

"Assignor"

Geist Investments Co., Inc. aka Geist Investment Inc.

By: [Signature]  
James Caito, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in said County and for the State, personally appeared James Caito, President of Geist Investments Co., Inc., who acknowledged the execution of the foregoing for and on behalf of said corporation in such capacity.

WITNESS my hand and Notarial Seal this 18th day of August, 1994.

My Commission Expires:  
10-1-95

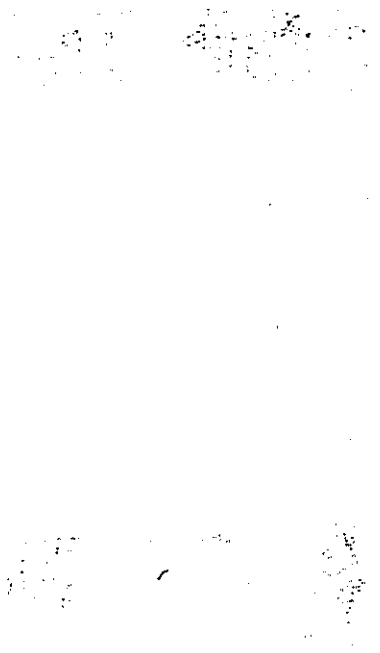
[Signature]  
Notary Public

Residing in Marion County

Deva D. Richey  
Printed Name

10/03/94 01:15PM JOHN H. ROBERIL MARION CITY RECORDER RAM 10.00 PAGES: 2

Inst # 1994-0149195



"Assignee"

The 86th Street Development  
Company, Limited Partnership

By Geist Investments Co., Inc.,  
General Partner

By: *James Caito*  
James Caito, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Mi<sup>W</sup>ion )

Before me, a Notary Public in said County and for the State, personally appeared James Caito, President of Geist Investment Co., Inc., the general partner of The 86th Street Development Company Limited Partnership, who acknowledged the execution of the foregoing for and on behalf of said corporation in such capacity.

WITNESS my hand and Notarial Seal this 17th day of Aug, 1994.

My Commission Expires:

10-9-95

*Anna M. Richey*  
Notary Public

Residing in the County Of:

Marion, Indiana.

Deva D. Richey  
Printed Name

This Instrument Prepared By:

Charles D. Frankenberger  
NELSON & FRANKENBERGER  
3021 East 98th Street, Suite 220  
Indianapolis, Indiana 46280  
(317) 844-0106