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DECLARATION OF COVENANTS  
FOR GEIST WOODS SUBDIVISION

BOOK 177 PAGE 120

THIS DECLARATION OF COVENANTS FOR GEIST WOODS SUBDIVISION ("Declaration"), made this 12<sup>th</sup> day of January, 1984, by K & P Enterprises, Inc., a California corporation authorized to do business in Indiana, (hereinafter called "Declarant"),

WITNESSETH THAT:

WHEREAS, the Declarant is the owner in fee simple or contract purchaser of certain real estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and,

WHEREAS, the Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B as a single family residential subdivision to be known as "Geist Woods Subdivision", which shall be platted by Declarant in sections from time to time;

WHEREAS, the Real Estate has been platted by Declarant as Sections Three and Four of Geist Woods Subdivision, recorded in Plat Book 10, pages 120-122, and Plat Book 10, pages 123-125, in the office of the Recorder of Hamilton County, Indiana;

WHEREAS, Declarant desires to subject the Real Estate to certain covenants in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Geist Woods Subdivision; and

WHEREAS, the Declarant desires to provide for maintenance of the Streets, Common Areas, and other improvements located or to be located in Geist Woods Subdivision, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Geist Woods Subdivision;

NOW, THEREFORE, the Declarant imposes upon the Real Estate the following covenants, which shall run with the Real Estate and be binding upon Declarant and upon all successors to and assigns of all or any part of Declarant's interest in the Real Estate:

This Instrument Recorded Jan 12 1984  
Hamilton County, Ind.

ARTICLE I

General Purpose Of This Declaration

The Real Estate is hereby subjected to the covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Geist Woods Subdivision, to preserve and maintain proper setbacks from streets and adequate tree space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Geist Woods Subdivision and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Geist Woods Subdivision.

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ARTICLE II

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Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article V.

Section 2. Association. "Association" means R&P's Geist Woods Homeowners' Association, Inc., an Indiana not-for-profit corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

Section 3. Building Committee. "Building Committee" means the Declarant so long as any Lots remain unsold by Declarant and so long as Geist Woods is still subject to expansion, and thereafter shall mean the Board of Directors of the Association, or any group of not less than three (3) persons designated as the Building Committee by resolution of the Board of Directors, when and to the extent exercising any rights of consent pursuant to this Declaration.

Section 4. Common Areas. "Common Areas" means certain areas not amenable to development which may be designated by Declarant as Common Area on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time, and which is intended for the common benefit of all Lots.

Section 5. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property; provided, however, that there shall not be included in Common Expenses any costs or expenses incurred in connection with the initial installation or completion of the Streets, utility lines and mains, street lights, or other improvements constructed by Declarant.

Section 6. Common Property. "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, Easements, or Streets within Geist Woods Subdivision. Common Property shall include (without limitation) all Streets, curbs, water mains, fire hydrants, the Drainage System, the Sewage System, street lights and signs upon the Streets, public sidewalks, landscaping, parks, and open spaces.

Section 7. Declarant. "Declarant" means R & P Enterprises, Inc., a California corporation, or any other person, firm, corporation or partnership which succeeds to the interests of R & P Enterprises, Inc. as developer of Geist Woods Subdivision.

Section 8. Drainage System. "Drainage System" means the storm sewer(s), subsurface drainage tiles, swales, ditches, pipes, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Geist Woods Subdivision.

Section 9. Easements. "Easements" refer to those Areas reserved as easements on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

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Section 10. Geist Woods Subdivision. The term "Geist Woods Subdivision" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 11. Mortgagee. The term "Mortgagee" means any holder insurer, or guarantor of any first mortgage on any Lot.

Section 12. Owner. "Owner" means any person or persons who acquire after the date of this Declaration legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any Mortgagee so long as such Mortgagee does not have possession of the Lot or hold both legal and equitable title thereto.

Section 13. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

Section 14. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge of sanitary sewage from any or all Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

Section 15. Streets. "Streets" means all of the private roadways to the respective right-of-way lines thereof, as shown on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

ARTICLE III

Use and Bulk Restrictions

Section 1. Permitted Uses. The Real Estate and all improvements on any portion thereof shall be used or occupied for single family residential purposes. No business buildings shall be erected thereon and no business may be conducted on any part thereof, other than the home occupations permitted in the U-D Districts Zoning Ordinance of Hamilton County, Indiana.

Section 2. Types of Structures. No structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached, single-family dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except such as may be used by the builder during the construction of a residential building thereon. No structure of a temporary character may be placed upon any Lot or used as a residence.

Section 3. Setbacks. No building or other structure shall be placed closer than 20 feet from any right-of-way line of any Street. There shall be no setback required from any side or rear Lot line, provided that no building or other structure shall encroach on any Easement, and provided further, that no portion of any structure shall be placed closer than 10 feet to

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any portion of any building already existing or under construction on any adjacent Lot at the time construction on any Lot commences.

Section 4. Manner of Use. Each Owner shall use and occupy his respective Lot and all easements and rights-of-way appertaining thereto, in a careful, safe, and proper manner and keep his Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire, and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No Owner shall conduct, or permit any person to permit, any unlawful activity on the Real Estate.

Section 5. Floor Area. The finished and liveable floor area of the main structure, exclusive of one story open porches and garages and other attached residential accessory buildings, shall not be less than 1,400 square feet in the case of a one story structure, nor less than 1,500 square feet in the case of a two story structure.

ARTICLE IV

General Restrictions

Section 1. Nuisances. No farm animals, fowl, or domestic animals for commercial purposes shall be kept or permitted on any Lot. No Lot or structure or improvement thereon shall be used in any unlawful or offensive manner, nor in any manner which causes injury to the reputation of Geist Woods Subdivision, or which is a nuisance, annoyance, or inconvenience to other Owners, including, without limitation, the burning of any refuse or excessive noise by the use of any musical instruments, loud speakers, electrical equipment, amplifiers or other equipment or machines.

Section 2. Fences; Sight Obstructions. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air to adjoining Lots. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hinderance, encroachment, or obstruction to any Easement, Street right-of-way line, or adjoining Lot. No fence shall be erected between the front Lot lines and the building setback line other than a fence of a decorative nature not exceeding three feet six inches in height. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the adjoining Street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street Lot lines and a line connecting points twenty-five feet from the intersection of said Street Lot Lines, or in the case of a rounded property corner, from the intersection of the Street Lot lines extended to form a corner. As to any trees located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees at a sufficient height to prevent obstruction of such sight lines.

Section 3. Driveways. All driveways shall be paved prior to the completion of the construction of the dwelling, in accordance with plans and specifications meeting the approval of the Building Committee. Each Owner shall maintain his driveway so as to prevent or repair unsightly cracking or crumbling, and shall keep the same clean and free of debris.

Section 4. Vehicle Parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any Lot, except in an attached garage or other

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attached accessory building, or in a location on the Lot which is out of view from adjoining or nearby Streets. No vehicle shall be parked on a regular, recurrent, or permanent basis on any Street. This Section 4 shall not apply to any construction vehicles, trailers, or equipment of Declarant or any other builder in Geist Woods during the development thereof.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising such Lot for sale or rent, except for such signs as may be erected by the builders to advertise the property during construction and sale.

Section 6. Landscaping and Vegetation. Each Owner shall cause all portions of his Lot upon which no other improvements are constructed to be covered with grass, trees, or shrubs, and shall cause such landscaping to be maintained properly, except during the period when the dwelling or other improvements are actually under construction. No Owner shall permit the growth of weeds on his Lot, and each Owner shall keep the same reasonably clear from unsightly growth at all times.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall not be kept on any Lot except in sanitary containers, and such containers shall be kept clean and shall not be stored on any Lot in open public view.

Section 8. Storage Tanks. Any gas 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.

Section 9. Tree Preservation. No trees may be removed from any Lot without the approval of the Building Committee, and applications for such approval shall be made to the Building Committee in writing.

Section 10. Reserved Easements. All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, and privately owned delivery vehicles shall have the right to enter upon the Real Estate and any Lot therein in performance of their duties. Declarant hereby reserves and may grant to the Association or to the appropriate utility companies easements over, upon, and under the Common Areas, Easements and Streets, for the installation, servicing, maintenance, repair, or replacement of any Common Property and any public utilities, including but not limited to water, sewers, gas, telephone, electricity, and cable television, as the same are now or hereafter may be located. Declarant further reserves easements over the Streets and Drainage System for access to and drainage from those portions of the real estate described in Exhibit B which have not been added to Geist Woods as of any time.

Section 11. Placement of Utility Lines. All electrical service lines, gas service lines, television lines, telephone lines, and all other lines or mains which may be used for the transmission of any form of matter or energy, which may be located on the Real Estate and which are not within buildings or structures or attached to the walls thereof, shall be placed underground.

Section 12. Obstruction of Common Property. No Owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Property.

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Section 13. Outdoor Lighting. All outdoor lighting on any Lot shall be subject to the approval of the Building Committee and all applications for such approval shall be in writing, except for the lighting of signs of the builders on the property.

Section 14. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in Article III or this Article IV, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against his Lot, subject to payment and collection in the manner provided in Article V for collection of Assessments. The rights in the owners and the Association under this Section shall be in addition to all other enforcement rights hereunder or at law or in equity.

ARTICLE V

Covenants For Maintenance Assessments

Section 1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Geist Woods Subdivision, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, repairing, operating, and maintenance of the Common Property, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Property, and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

- (a) A Pro-rata Share (as hereinafter defined) of the Annual Assessments fixed, established, and determined from time to time as hereinafter provided.
- (b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as

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to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

Section 4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Areas. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessments.

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments on each Lot in each section of Geist Woods Subdivision shall commence on the first day of the second month following the month in which Declarant first convey ownership of any Lot in such section to an Owner. The first annual Assessment within each section shall be made for the balance of the fiscal year of the Association in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 7. Duties of the Association.

- (a) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business

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hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

- (b) The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (c) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Geist Woods or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in this Declaration.

Section 8. Non-payment of Assessments; Remedies of Association.

- (a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.
- (b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such

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Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

Section 9. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

Section 10. Initial Assessments. During the first year following the date of recordation of the Declaration for Sections ~~THREE~~ and ~~FOUR~~ of Geist Woods, the total Assessments per Lot per month shall not exceed Fifteen Dollars (\$ 15.00). In each year thereafter, the total Assessments per Lot per month shall not be increased by more than the twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association.

ARTICLE VI

Construction Approval.

Section 1. Plans, Specifications and Locations of Improvements. No building, structure, driveway, fence, wall, patio, swimming pool, landscaping, antenna, or other form of improvement shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot plan showing the design, dimensions, and location thereof have been approved by the Building Committee as to their conformity and harmony of external design with the existing buildings, structures, and other improvements in Geist Woods Subdivision, and as to compliance with the covenants herein contained. If the Building Committee fails to act upon any plans submitted to it for approval within a period of thirty (30) days from the submission date of such plans, the Owner may then proceed with the construction according to the plans submitted. The Building Committee shall not be entitled to any compensation for services performed pursuant to this Article VI.

Section 2. Exercises of Discretion by Building Committee. Whenever any approval or exercise of discretion by the Building Committee is called for by this Declaration, the Building Committee shall exercise its discretion reasonably in view of the general purposes of this Declaration, as set forth in Article I, and in view of any specific purposes or standards which govern the specific approval or exercise of discretion in question, as may be specified in the section or sections of this Declaration relating thereto. The Building Committee shall have no power to approve any plans that do not comply with the use and bulk restrictions set forth in Article III of this Declaration, nor shall it have any power to vary or alter any other term, condition, covenant, or restriction in this Declaration unless express authority therefor is granted by this Declaration.

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Section 3. Completion of Work. Upon receipt of all approvals required pursuant to this Article, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the commencement and completion of all approved construction. If work is not substantially completed within one year of the date of such approval, or such longer period as the Building Committee may approve prior to the expiration of such one year upon a showing by the Owner that compliance with said one year limitation is not reasonably possible for reasons beyond said Owner's control, then the approval of the plans for such work shall terminate automatically without any further act by any person, and such Owner shall not commence or continue such construction without further approval of the Building Committee obtained in the manner of the initial approval as hereinabove provided. Failure to comply with the limitations set forth in this section shall constitute a breach of this Declaration and subject the defaulting party to all enforcement procedures set forth herein and any other remedies provided by law or equity. Furthermore, the Building Committee, at its discretion, may declare such uncompleted improvement to be a nuisance and shall have all remedies provided by law or in equity to abate such nuisance.

ARTICLE VII

Organization and Duties of Association

Section 1. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation and By-Laws which have been filed or will be filed by R & P Enterprises, Inc. The membership of the Association shall consist of one class of voting members, with each member having equal voting rights. The members of the Association shall consist of the Owners of Lots in Geist Woods Subdivision, as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot.

Section 2. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Property, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in Article III and Article IV of this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

Section 3. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to

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the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Lots; provided, however, that any such amendment of this Declaration shall require prior written approval of the Declarant so long as Declarant own any Lots within Geist Woods Subdivision. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Hamilton County.

Section 4. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all Common Property. The Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Property against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such Common Property. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Owners, which bond shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses for Geist Woods Subdivision. All policies of insurance of the character described in this Section shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Declarant, any property manager, their respective employees and agents, or the Owners, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. All policies of insurance maintained by the Association pursuant to this Section shall provide such coverages and be in such amounts as may be required from time to time by FNMA. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

Section 5. Condemnation, Destruction. In the event that any of the Common Property shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Property condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Property or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Property; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owners' behalf, and

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shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Property.

Section 6. Control of Association. During the development of Geist Woods, the Association shall be operated and controlled by Declarant. The Board of Directors shall consist of persons appointed by Declarant, and each Owner shall be deemed to have given to Declarant an irrevocable proxy to vote on any and all matters on which the Owners are entitled to vote under this Declaration or under the Articles of Incorporation or the By-Laws of the Association. The control of the Association shall be transferred to the Owners no later than the earlier of the following dates:

- (a) one hundred twenty (120) days after the date on which a total of fifty-six (56) Lots have been conveyed to Owners;
- (b) five years after the date on which the first Lot is conveyed to an Owner.

The irrevocable proxy in Declarant shall terminate as of the date of such transfer.

Section 7. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Property, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies on the Common Property, or to secure new hazard insurance coverage on the Common Property in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this Section 7 shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

ARTICLE VIII

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option and from time to time, may expand Geist Woods Subdivision to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a declaration imposing upon such section covenants substantially similar in form and substance to this Declaration. Declarant hereby covenants that the total number of Lots in Geist Woods Subdivision shall not exceed 74, and that no real estate shall be added thereto which is not within that described in Exhibit B.

Section 2. Time for Expansion. No additional sections shall be added after the date which is seven (7) years after the date on which the plat for Geist Woods - Section One was recorded.

Section 3. Future Improvements. The Streets, Sewage System, Drainage System, and utility lines and mains within each section shall be substantially constructed or installed

prior to recordation of the plat and declaration for such section. All buildings, Streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Geist Woods Subdivision as of the date of this Declaration.

ARTICLE IX

Term

This Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of two-thirds of the Lots and the Mortgagees of at least two-thirds of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE X

Private Amenities and Services

The Streets and the Sewage System shall be owned and/or maintained by the Association, and shall not be dedicated to the public at any time, nor shall any public body or agency have any responsibility for any repairs, maintenance, or other work (including snow removal) upon the Streets or Sewage System.

ARTICLE XI

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. The Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, conditions, and restrictions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, conditions, and restrictions contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest. In addition, the provisions of Articles III and IV of this Declaration shall inure to the benefit of and be enforceable by the Plan Commission of the City of Noblesville, Indiana.

Section 3. Attorneys Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys fees of such successful

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party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of the Declarant, the Association, or any Owner to enforce any term, covenant, condition, or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant, condition, or restriction.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article V, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions of Article VII hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Article V; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee there (at the address listed in the said roster).

Section 9. Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any lot, in any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants of Geist Woods Subdivision pertaining to the real estate hereby granted, which is recorded as Instrument No. \_\_\_\_\_ in the Office of the Recorder of Hamilton County, Indiana".

and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 10. Provision Against Merger. The Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the covenants contained herein shall not be merged into the title of the Declarant, regardless of whether

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the Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 11. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns any Lots within Geist Woods Subdivision; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

Section 12. Rights to Common Property. Title to all Common Property shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, a right of access to his Lot over the Streets, the right to the use of all Common Areas as parks or open spaces and the right of access thereto over the Streets, and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lot; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Property causes such an interference, the Association or any Owner shall have all rights and remedies provided in Section 14 of Article IV of this Declaration, or at law or in equity, for such interference.

IN WITNESS WHEREOF, R & P Enterprises, Inc. has executed this Declaration of Covenants of Geist Woods Subdivision this 12th day of January, 1984.

R & P ENTERPRISES, INC.

By: Talbot W. Denny (signature)  
Talbot W. Denny, Vice President (printed name and title)

ATTEST:  
Patricia A. Aikin (signature)  
Asst. Secretary  
Patricia A. Aikin, Secretary (printed name and title)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Talbot W. Denny and Patricia A. Aikin, the Vice President and Asst. Secretary, respectively, of R & P Enterprises, Inc., whereupon each acknowledged that he executed the foregoing Declaration of Covenants of Geist Woods Subdivision on behalf of said corporation, and being duly sworn, each stated that he was duly authorized, by proper resolution of the Board of Directors of said corporation, to execute this instrument on behalf of said corporation, and that all

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Corporate actions necessary for the execution of this instrument has been taken and done.

WITNESS my hand and notarial seal this 12th day of January, 1983.

Patricia Kluempers Notary Public  
SEAL

My Commission Expires:  
Oct. 2, 1987

My County of Residence:  
Hamilton

This Instrument Recorded Jan. 12 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

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84 7102

AMENDMENT TO DECLARATIONS  
OF GEIST WOODS

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This Amendment to Declarations of Geist Woods, made this  
24<sup>th</sup> day of May, 1984, by R & P Enterprises, Inc.  
("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant is the developer of certain real estate  
described in Exhibit A attached hereto and incorporated herein  
by this reference ("Real Estate"); and,

WHEREAS, said Real Estate is subject to certain Declarations  
of Covenants for Geist Woods Subdivision, recorded as Instrument  
Number 83-13245 in Miscellaneous Record 176, Pages 34-52, and  
as Instrument Number 84-503 in Miscellaneous Record 171, Pages 120-  
135, in the office of the Recorder of Hamilton County, Indiana  
(herein collectively called the "Declarations"); and,

WHEREAS, under Section 11 of Article XI, Declarant reserves  
the right to amend the Declarations as it deems necessary or  
appropriate so long as Declarant owns any Lots within Geist Woods  
subdivision, provided that such amendment may not materially  
adversely effect the rights of any Mortgagee nor substantially  
impair the benefits of the Declaration to any Owner, nor sub-  
stantially increase the obligation imposed by the Declaration on  
any Owner; and

This Instrument Recorded June 1, 1984  
Mary L. Clark, Recorder Hamilton County, Ind.

WHEREAS, the Declarant desires to place certain restrictions  
in the Declarations on the exercise of easement rights which  
Declarant has reserved to itself under the Declaration; and,

WHEREAS, such restrictions would not have any adverse impact  
upon any Owner or Mortgagee, so that this amendment is within the  
authority reserved to Declarant under Section 11 of Article VI;

NOW, THEREFORE;

RECEIVED FOR RECORD  
AT 2:30 CLOCK P.M.

Declarant hereby amends the Declarations by adding to  
Section 10 of Article IV the following sentence:

In the event that Declarant, its successors or assigns  
shall exercise any rights under the easements hereby  
reserved, and in the event that such exercise shall

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cause any damage to any lot, the party exercising such easement rights shall restore such lot substantially to its condition immediately prior to such exercise. In addition, the easements hereby reserved are limited in scope in that Declarant, its successors and assigns, shall not have the right to use such easements for the benefit of any property not within Geist Woods Sub-division.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declarations of Geist Woods as of the date first above written.

R & P ENTERPRISES, INC.

By: Talbott W. Denny  
Talbott W. Denny, Vice President

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said county and State, personally appeared Talbott W. Denny, Vice President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing Amendment to Declaration of Geist Woods as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of May, 1984.

Signature Patria Klumpers

Printed PATRICIA Klumpers  
NOTARY PUBLIC

My Commission Expires:  
Oct. 2, 1987

Resident of Hamilton County

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

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LEGAL DESCRIPTION

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Geist Woods - Section One

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60' to the beginning point of this description; thence North 49°04'15" West 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27'; thence North 15°55'45" East 8.00'; thence North 74°04'15" West 72.00' to the point of curvature of a curve to the right, said curve having a radius 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East 24.00'; thence North 39°14'23" East 350.36'; thence South 89°46'05" East 121.80'; thence North 09°17'41" East 87.50'; thence South 80°42'19" East 100.00'; thence South 39°16'03" East 136.60'; thence South 49°04'15" East 50.00' to the afore-said centerline of Fall Creek Road; thence South 40°55'45" West along said centerline 496.00' to the point of beginning. Containing 3.55 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

Geist Woods - Section Two

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60'; thence North 49°04'15" West along the South line of Geist Woods Section One as recorded in the office of the Recorder of Hamilton County, Indiana, in Book Number 10, Pages 51, 52, and 53, 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27' to the beginning point of this description; thence North 15°55'45" East on and along the Westerly line of said Section One, 8.00'; thence North 74°04'15" West on and along said Westerly line 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East on and along the Northerly line of said Section One 24.00'; thence North 39°14'23" East on and along said Northerly line 350.36'; thence leaving said Northerly line North 20°45'16" West 95.02'; thence North 17°15'04" West 25.48'; thence North 11°29'51" West 32.02'; thence North 45°19'36" West 100.00'; thence South 44°40'24" West 495.54'; thence South 45°19'36" East 106.19' to a point on a curve to the right, said curve having a radius of 173.00' and a central angle of 11°24'23"; thence on and along said curve 34.44'; thence South 45°19'36" East 117.79'; thence South 29°33'34" East 88.32'; thence South 60°39'43" East 117.07'; thence South 49°24'49" East 24.00'; thence North 40°35'11" East 108.33'; thence North 56°17'49" East 25.00' to the point of beginning of this description. Containing 3.36 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

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LEGAL DESCRIPTION BOOK 178 PAGE 931

Geist Woods - Section Three

A part of the Southwest Quarter of Section 9, and a part of the Northeast Quarter of Section 16, Township 17 North, Range 5 East of the Second Principal Meridian and being more particularly described as follows, to-wit:

Beginning at the Southwest Corner of said Southwest Quarter Section; thence South 65°41'00" East 235.44 feet; thence North 40°55'45" East 907.10 feet; thence North 49°04'15" West 50.00 feet to the point of curvature of a curve to the left, said curve having a radius of 200.00 feet and a central angle of 25°00'00"; thence on and along said curve 87.27 feet to a point on the Southeast Corner of Geist Woods - - Section Two as recorded in Book #10, pages 82, 83 and 84 in the office of the Recorder of Hamilton County, Indiana; thence South 56°17'49" West on and along the Southeasterly line of said Section Two 25.00 feet; thence South 40°35'11" West on and along the Southeasterly line of said Section Two 108.33 feet; thence North 49°24'49" West on and along the Southwesterly line of said Section Two, 24.00 feet; thence North 60°39'43" West on and along the Southwesterly line of said Section Two, 117.07 feet; thence North 29°33'34" West on and along the Southwesterly line of said Section Two 88.32 feet; thence North 45°19'36" West on and along the Southwesterly line of said Section Two 117.79 feet to a point on a curve, said curve having a radius of 173.00 feet, and a central angle of 11°24'23"; thence on and along said curve to the left 34.44 feet; thence North 45°19'36" West on and along the Southwesterly line of said Section Two 106.19 feet; thence South 44°40'23" West 438.46 feet; thence South 00°02'47" East 582.60 feet to the Point of Beginning, containing 9.81 acres, more or less, and subject to all legal highways, rights-of-way and encumbrances of record.

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Geist Woods - Section Four

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest Corner of said Quarter Section, thence North 89°23'57" East along the South line of said Quarter Section 301.38 feet to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 1270.60 feet to the point of beginning of this description; thence North 49°04'15" West on and along the Easterly line of Geist Woods, Section One as recorded in Book #10, pages 51, 52 and 53 in the office of the Recorder of Hamilton County, Indiana, 50.00 feet; thence North 39°16'03" West on and along the Easterly line of said Section One 136.60 feet; thence North 80°42'19" West on and along the Northerly line of said Section One 100.00 feet; thence South 09°17'41" West on and along the Westerly line of said Section One 87.50 feet; thence North 89°46'05" West on and along the Northerly line of said Section One, 121.80 feet; thence North 20°45'16" West on and along the Easterly line of Geist Woods, Section Two as recorded in Book #12, pages 82, 83 and 84 in the office of the Recorder of Hamilton County, Indiana, 95.02 feet; thence North 17°15'04" West on and along the Easterly line of said Section Two 25.48 feet; thence North 11°29'31" West on and along the Easterly line of said Section Two 32.02 feet; thence North 45°19'36" West on and along the Easterly line of said Section Two 100.00 feet; thence North 44°40'24" East 474.00 feet; thence South 23°48'55" West 51.50 feet; thence South 10°21'57" East 89.80 feet; thence South 66°49'17" West 62.19 feet; thence South 07°19'15" West 29.02 feet; thence South 42°16'03" East 159.63 feet; thence North 17°41'50" East 86.16 feet; thence North 48°38'19" East 42.79 feet; thence South 89°44'56" East 91.77 feet; thence South 40°46'11" West 68.82 feet; thence South 67°21'11" East 65.49 feet; thence South 44°50'44" East 45.97 feet; thence North 85°14'19" East 55.94 feet; thence South 17°37'41" West 56.66 feet; thence South 40°48'33" East 47.45 feet; thence North 49°47'28" East 40.98 feet; thence South 39°36'30" East 45.30 feet to a point on a curve also the centerline of Fall Creek Road, said curve having a radius of 1909.86 feet and a central angle of 09°27'45", a chord length of 315.06 feet and a chord bearing of South 45°39'38" West; thence on and along said curve 315.42 feet to the Point of Beginning, containing 4.27 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

This Instrument Recorded June 1 1984  
Mary L. Clark Recorder Hamilton County Ind

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BOOK 177

873

AMENDMENTS TO DECLARATIONS OF COVENANTS FOR GEIST WOODS SUBDIVISION

THESE AMENDMENTS TO DECLARATION OF COVENANTS FOR GEIST WOODS SUBDIVISION ("Amendments"), made this 22 day of MARCH, 1984, by R & P Enterprises, Inc., a California corporation, ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant is the developer of certain real estate described in Exhibit A attached hereto and made a part hereof ("Real Estate"); and

WHEREAS, the Real Estate is subject to certain Declarations of Covenants for Geist Woods Subdivision, recorded as Instrument No. 83-13245, in Book 176, pages 34-52 (as to Sections 1 and 2), and recorded as Instrument No. 84-503, in Book 177, pages 120-135 (as to Sections 3 and 4) (hereinafter collectively called the "Declarations"); and

WHEREAS, in Section 11 of Article XI of said Declarations, Declarant reserved the right to amend the same as it deems necessary or desirable so long as it owns any Lots within Geist Woods Subdivision, provided that no such amendment shall materially adversely affect the rights of any Mortgagee of any Lot, nor substantially impair the benefits of the Declaration to any Owner, nor substantially increase the obligations imposed by the Declaration upon any Owner; and

WHEREAS, Declarant deems it desirable to make the amendments set forth herein in order to comply with certain recommendations or requirements of FHA and VA, and such amendments meet the conditions of Section 11 of Article XI of the Declaration.

NOW, THEREFORE, Declarant hereby amends each of the Declarations as follows:

- 1. Section 2 of Article V is hereby amended by adding after the third sentence thereof the following sentence: "The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable."

Section 5 of Article V is hereby replaced by the following:

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses. A special Assessment shall be imposed only with the approval of two-thirds (2/3) of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

- 3. Section 6 of Article V is hereby amended by adding after the second sentence thereof the following sentence:

"However, the Declarant shall be liable for and shall make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, and notwithstanding the preceding sentence, from and after the turnover of such control the Declarant shall pay an assessment on each Lot owned by it equal to twenty-five percent (25%) of the annual

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RECEIVED FOR RECORD

MAY 17 1984

RECORDED

This Instrument Recorded 3-22-1984 Mary L. Clark, Recorder, Hamilton County, Ind.

177 874

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Assessment against any Lot held by an Owner, until such time as full Assessments become applicable to the Lot under the terms of the preceding sentence."

- 4. Section 10 of Article V is hereby amended by adding thereto the following sentence:

"In no event shall the annual Assessments exceed Twenty-Five Dollars (\$25.00) per month per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent."

- 5. Section 1 of Article VI is hereby amended by adding thereto the following sentence:

"This Section 1 shall not be amended without the consent of Declarant so long as Declarant owns any Lot in Geist Woods."

- 6. All other provisions of the Declarations shall remain unaffected hereby, and the foregoing amendments shall be construed as being consistent with the other terms of said Declaration wherever possible.

IN WITNESS WHEREOF, Declarant has executed these Amendments as of the date first above written

R & P ENTERPRISES, INC.

By: Talbot W. Denny  
Talbot W. Denny,  
Vice President

ATTEST:

Patricia A. Aikin  
Patricia A. Aikin, Assistant  
Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny and Patricia A. Aikin, Vice President and Assistant Secretary, respectively, of R & P Enterprises, Inc., and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 23<sup>rd</sup> day of March, 1984.

Patricia Klumper  
Signature

My Commission Expires:

Oct. 2, 1987

PATRICIA Klumper  
Printed Name                      Notary Public

My County of Residence:

Hamilton

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

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LEGAL DESCRIPTION

Geist Woods - Section One

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60' to the beginning point of this description; thence North 49°04'15" West 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27'; thence North 15°55'45" East 8.00'; thence North 74°04'15" West 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East 24.00'; thence North 39°14'23" East 350.36'; thence South 89°46'05" East 121.80'; thence North 09°17'41" East 87.50'; thence South 80°42'19" East 100.00'; thence South 39°16'03" East 136.60'; thence South 49°04'15" East 50.00' to the afore-said centerline of Fall Creek Road; thence South 40°55'45" West along said centerline 496.00' to the point of beginning. Containing 3.55 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

Geist Woods - Section Two

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' feet to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60'; thence North 49°04'15" West along the South line of Geist Woods Section One as recorded in the office of the Recorder of Hamilton County, Indiana, in Book Number 10, Pages 51, 52, and 53, 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27' to the beginning point of this description; thence North 15°55'45" East on and along the Westerly line of said Section One, 8.00' thence North 74°04'15" West on and along said Westerly line 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East on and along the Northerly line of said Section One 24.00'; thence North 39°14'23" East on and along said Northerly line 350.36'; thence leaving said Northerly line North 20°45'16" West 95.02'; thence North 17°15'04" West 25.48'; thence North 11°29'31" West 32.02'; thence North 45°19'36" West 100.00'; thence South 44°40'24" West 495.54'; thence South 45°19'36" East 106.19' to a point on a curve to the right, said curve having a radius of 173.00' and a central angle of 11°24'23"; thence on and along said curve 34.44'; thence South 45°19'36" East 117.79'; thence South 29°33'34" East 88.32'; thence South 60°39'43" East 117.07'; thence South 49°24'49" East 24.00'; thence North 40°35'11" East 108.33'; thence North 56°17'49" East 25.00' to the point of beginning of this description. Containing 3.36 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

MISC. 177

875





Book 177 Page 876

MISC. 177

876

LEGAL DESCRIPTION

Geist Woods - Section Three

A part of the Southwest Quarter of Section 9, and a part of the Northeast Quarter of Section 16, Township 17 North, Range 5 East of the Second Principal Meridian and being more particularly described as follows, to-wit:

Beginning at the Southwest Corner of said Southwest Quarter Section; thence South 65°41'00" East 235.44 feet; thence North 40°55'45" East 907.10 feet; thence North 49°04'15" West 50.00 feet to the point of curvature of a curve to the left, said curve having a radius of 200.00 feet and a central angle of 25°00'00"; thence on and along said curve 87.27 feet to a point on the Southeast Corner of Geist Woods - - Section Two as recorded in Book #10, pages 82, 83 and 84 in the office of the Recorder of Hamilton County, Indiana; thence South 56°17'43" West on and along the Southeasterly line of said Section Two 23.00 feet; thence South 40°35'11" West on and along the Southwesterly line of said Section Two 108.33 feet; thence North 49°24'45" West on and along the Southwesterly line of said Section Two, 24.00 feet; thence North 60°39'43" West on and along the Southwesterly line of said Section Two, 117.07 feet; thence North 25°33'34" West on and along the Southwesterly line of said Section Two 88.32 feet; thence North 45°19'36" West on and along the Southwesterly line of said Section Two 117.79 feet to a point on a curve, said curve having a radius of 173.00 feet, and a central angle of 11°24'23"; thence on and along said curve to the left 34.44 feet; thence North 45°19'36" West on and along the Southwesterly line of said Section Two 106.19 feet; thence South 44°40'23" West 438.46 feet; thence South 00°02'47" East 582.60 feet to the Point of Beginning, containing 9.81 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

LEGAL DESCRIPTION

Geist Woods - Section Four

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest Corner of said Quarter Section, thence North 89°23'57" East along the South line of said Quarter Section 301.38 feet to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 1270.60 feet to the point of beginning of this description; thence North 49°04'15" West on and along the Easterly line of Geist Woods, Section One as recorded in Book #10, pages 51, 52 and 53 in the office of the Recorder of Hamilton County, Indiana, 50.00 feet; thence North 39°16'03" West on and along the Easterly line of said Section One 136.60 feet; thence North 80°42'19" West on and along the Northerly line of said Section One 100.00 feet; thence South 09°17'41" West on and along the Westerly line of said Section One 87.50 feet; thence North 89°46'05" West on and along the Northerly line of said Section One, 121.80 feet; thence North 20°45'16" West on and along the Easterly line of Geist Woods, Section Two as recorded in Book #12, pages 82, 83 and 84 in the office of the Recorder of Hamilton County, Indiana, 95.02 feet; thence North 17°15'04" West on and along the Easterly line of said Section Two 25.48 feet; thence North 11°29'31" West on and along the Easterly line of said Section Two 32.02 feet; thence North 45°19'36" West on and along the Easterly line of said Section Two 100.00 feet; thence North 44°40'24" East 474.00 feet; thence South 23°48'55" West 51.50 feet; thence South 10°21'57" East 89.80 feet; thence South 66°49'17" West 62.19 feet; thence South 07°19'15" West 29.02 feet; thence South 42°16'03" East 159.63 feet; thence North 17°41'50" East 86.16 feet; thence North 48°38'19" East 42.79 feet; thence South 89°44'56" East 91.77 feet; thence South 40°46'11" West 68.82 feet; thence South 57°21'11" East 65.49 feet; thence South 44°50'44" East 45.97 feet; thence North 85°14'19" East 55.94 feet; thence South 17°37'41" West 56.66 feet; thence South 40°48'33" East 47.45 feet; thence North 49°47'28" East 40.98 feet; thence South 39°36'30" East 45.30 feet to a point on a curve also the centerline of Fall Creek Road, said curve having a radius of 1909.86 feet and a central angle of 09°27'45", a chord length of 315.06 feet and a chord bearing of South 45°39'38" West; thence on and along said curve 315.42 feet to the Point of Beginning, containing 4.27 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

MISC. 177

877

This Instrument Recorded 3-22 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.



COPY

9239913

RELEASE OF  
UTILITY STRIP  
EASEMENT RIGHTS

This Instrument Recorded 10-14- 1992  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

THIS AGREEMENT, executed on this 9th day of October, 1992, by and between Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, of Hamilton County, Indiana ("Owner") and Indiana Gas Company, Inc., duly organized and existing under the laws of the state of Indiana, a public utility, ("Utility"), WITNESSETH THAT:

WHEREAS, Geist Woods, Section Three, an addition to Hamilton County, was platted, re-recorded and amended as Misc. Record No. 179, page 226; and Record 176, page 34; and Record 177, pages 120-135, all in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, are the owners of Lot #72 and part of Lot #73, in the Geist Woods, Section Three Addition, and has constructed or proposes to construct an addition thereon; and

WHEREAS, at the time of platting, certain strips of ground were shown as reserved for the use of public utilities for the installation of gas, water and sewer mains, poles, ducts, lines and wires, one of which strips ("Easement") is more particularly described as follows:

A fifty-eight and one-half (58-1/2) foot portion of a seven and one-half (7-1/2) foot platted utility easement. Which portion is more particularly described as follows:

Beginning at the east property corner of Lot 72; thence in a Southwesterly direction along the Southeast property line for a distance of approximately twenty feet, more or less (20-), to the true point of beginning; thence in a Southwesterly direction along the Southeast property line for a distance of approximately fifty-eight and one-half feet, more or less (58-1/2-), thence in a Northwesterly direction for a distance of approximately seven and one-half feet, more or less (7-1/2-), thence in a Northeasterly direction parallel to the Southeast property line for a distance of approximately fifty-eight and one-half feet, more or less, (58-1/2-), thence in a Southeasterly direction for a distance of approximately seven and one-half feet, more or less, (7-1/2-) to a point of terminus, which is part of the land of Grantees, as described in that certain Warranty Deed as

INSTR. # 9239913

10-09-02 10:21 YFC17 021 2760

ENGINEERING SERV

0003

Instrument Number 8918377, in the Office of the Recorder of Hamilton County, Indiana.

ALSO:

A forty-three and one-half (43-1/2) foot portion of a seven and one-half (7-1/2) foot platted utility easement which portion is more particularly described as follows:

Beginning at the North property corner of Lot 73, thence in a southwesterly direction along the Northwest property line for a distance of approximately twenty feet, more or less, (20-) to the true point of beginning; thence in a Southwesterly direction along the Northwest property line for a distance of approximately forty-three and one-half feet, more or less (43-1/2-), thence in a Southeasterly direction for a distance of approximately seven and one-half feet, more or less, (7-1/2-); thence in a Northeasterly direction parallel to the Northwest property line for a distance of approximately forty-three and one-half feet, more or less (43-1/2-); thence in a Northwesterly direction for a distance of approximately seven and one-half feet, more or less (7-1/2-) to the point of terminus, which is part of the land of the Grantees as described in that certain Warranty Deed recorded as Instrument Number 8927203 in the Office of the Recorder of Hamilton County, Indiana.

WHEREAS, Utility described herein has a right to use the Easement for utility purposes but has no mains, lines or other equipment located upon or within the Easement and does not anticipate any use of the Easement for utility purposes;

NOW, THEREFORE, in consideration of these premises and for other good and valuable considerations, receipt of which is hereby acknowledged, Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, and the Utility hereby agree that the Easement be, and the same is hereby abandoned, released, and surrendered to Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, their successors and assigns.

923 9913

10/08/92 18 23 317 921 2768

ENGINEERING SERV

0804

IN WITNESS WHEREOF, the undersigned have executed this Release of Utility Strip Easement Rights on the day and year first above written.

INDIANA GAS COMPANY, INC.

W. L. Thaler  
W. L. Thaler, Vice President

This Instrument Recorded 10-14-1992  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

ATTEST:

Anthony E. Ard  
Anthony E. Ard, Vice President  
and Secretary

STATE OF INDIANA )  
COUNTY OF MARION )

Personally appeared before me this day W. L. Thaler, Vice President, and Anthony E. Ard, Vice President and Secretary, of Indiana Gas Company, Inc., and acknowledged the execution of the above instrument to be their voluntary act and deed.

Witness my hand and notarial seal this 9th day of October, 1992.

Brenda K. Herald  
Notary Public

Printed Brenda K. Herald

My Commission Expires: April 9, 1996

My County of Residence is: Marion

9239913

This instrument prepared by R. S. Yount



INSTR. # 9240116

9240116

RELEASE OF  
UTILITY STRIP  
EASEMENT RIGHTS

This Instrument Recorded 10-15 1992  
Sharon K Cherry, Recorder, Hamilton County, Indiana

THIS AGREEMENT, executed on this 9th day of October, 1992, by and between Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, of Hamilton County, Indiana ("Owner") and Indiana Gas Company, Inc., duly organized and existing under the laws of the State of Indiana, a public utility, ("Utility"), WITNESSETH THAT:

WHEREAS, Geist Woods, Section Three, an addition to Hamilton County, was platted, re-recorded and amended as Misc. Record No. 179, page 226; and Record 176, page 34; and Record 177, pages 120-135, all in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, are the owners of Lot #72 and part of Lot #73, in the Geist Woods, Section Three Addition, and has constructed or proposes to construct an addition thereon; and

WHEREAS, at the time of platting, certain strips of ground were shown as reserved for the use of public utilities for the installation of gas, water and sewer mains, poles, ducts, lines and wires, one of which strips ("Easement") is more particularly described as follows:

A fifty-eight and one-half (58-1/2) foot portion of a seven and one-half (7-1/2) foot platted utility easement. Which portion is more particularly described as follows:

Beginning at the east property corner of Lot 72; thence in a Southwesterly direction along the Southeast property line for a distance of approximately twenty feet, more or less (20-), to the true point of beginning; thence in a Southwesterly direction along the Southeast property line for a distance of approximately fifty-eight and one-half feet, more or less (58-1/2-), thence in a Northwesterly direction for a distance of approximately seven and one-half feet, more or less (7-1/2-), thence in a Northeasterly direction parallel to the Southeast property line for a distance of approximately fifty-eight and one-half feet, more or less, (58-1/2-), thence in a Southeasterly direction for a distance of approximately seven and one-half feet, more or less, (7-1/2-) to a point of terminus, which is part of the land of Grantees, as described in that certain Warranty Deed as

Instrument Number 8918377, in the Office of the Recorder of Hamilton County, Indiana.

ALSO:

A forty-three and one-half (43-1/2) foot portion of a seven and one-half (7-1/2) foot platted utility easement which portion is more particularly described as follows:

Beginning at the North property corner of Lot 73, thence in a southwesterly direction along the Northwest property line for a distance of approximately twenty feet, more or less, (20-) to the true point of beginning; thence in a Southwesterly direction along the Northwest property line for a distance of approximately forty-three and one-half feet, more or less (43-1/2-), thence in a Southeasterly direction for a distance of approximately seven and one-half feet, more or less, (7-1/2-); thence in a Northeasterly direction parallel to the Northwest property line for a distance of approximately forty-three and one-half feet, more or less (43-1/2-); thence in a Northwesterly direction for a distance of approximately seven and one-half feet, more or less (7-1/2-) to the point of terminus, which is part of the land of the Grantees as described in that certain Warranty Deed recorded as Instrument Number 8927203 in the Office of the Recorder of Hamilton County, Indiana.

WHEREAS, Utility described herein has a right to use the Easement for utility purposes but has no mains, lines or other equipment located upon or within the Easement and does not anticipate any use of the Easement for utility purposes;

NOW, THEREFORE, in consideration of these premises and for other good and valuable considerations, receipt of which is hereby acknowledged, Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, and the Utility hereby agree that the Easement be, and the same is hereby abandoned, released, and surrendered to Hikmet Kutlu and Linda Thomas Kutlu, husband and wife, their successors and assigns.

9240116



IN WITNESS WHEREOF, the undersigned have executed this Release of Utility Strip Easement Rights on the day and year first above written.

INDIANA GAS COMPANY, INC.

W. L. Thaler  
W. L. Thaler, Vice President

ATTEST:

Anthony E. Ard  
Anthony E. Ard, Vice President  
and Secretary

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

This Instrument Recorded 10-15 1992  
Sharon K. Cherry, Recorder, Hamilton County, Indiana

Personally appeared before me this day W. L. Thaler, Vice President, and Anthony E. Ard, Vice President and Secretary, of Indiana Gas Company, Inc., and acknowledged the execution of the above instrument to be their voluntary act and deed.

Witness my hand and notarial seal this 9th day of October, 1992.

Notary Public

Printed Blenda K. Herald

My Commission Expires: April 8, 1996

My County of Residence is: Marion

This instrument prepared by R. S. Yount  
9240116



BOOK 179 PAGE 226

84 8850

AMENDMENT TO PLATS  
OF GEIST WOODS

THIS AMENDMENT TO PLAT OF GEIST WOODS, made as of this 31<sup>st</sup> day of May, 1984, by R & P Enterprises, Inc. ("Developer"),

WITNESSES THAT:

WHEREAS, Developer caused to be recorded a certain plat of Geist Woods- Section One in Book 10, pages 51-53, and caused to be recorded a certain plat of Geist Woods- Section Two in Book 10, pages 82-84, and caused to be recorded a certain plat of Geist Woods- Section Three in Book 10, pages 120-122, all in the office of the Recorder of Hamilton County, Indiana (herein collectively called the "Plats"); and,

WHEREAS, all of the real estate submitted to the Plats is subject to certain Declarations of Covenants for Geist Woods Subdivision, recorded as Instrument No. 83-13245 in Misc. Rec. 176, pages 34-52, and as Instrument No. 84-503 in Misc. Rec. 177, pages 120-135, in the office of the Recorder of Hamilton County, Indiana, and all amendments of record as of the date of recordation hereof (herein collectively called the "Declaration"); and,

WHEREAS, due to a draftsman's error, certain areas intended to have been designated as "utility easements" on the Plats were in fact not so designated other than by the indication on the Plats of twenty (20) foot building lines; and,

WHEREAS, Developer desires to amend the Plats so as to expressly identify said certain areas as "utility easements" in order that said areas shall be considered as "Easements" under the Declaration; and,

WHEREAS, such amendment shall benefit the owners of the Lots affected thereby, in that all doubt shall be resolved as to whether R & P's Geist Woods Homeowner's Association, Inc. has the right and duty under the Declaration to maintain and repair utility lines and other Common Property (as defined in the Declaration) which lie within said areas and benefit the owners of the Lots affected thereby;

NOW, THEREFORE:

Developer hereby amends the Plats by designating utility easements as described and illustrated in Exhibit A attached hereto and incorporated herein by this reference. The Plats shall be deemed to show as "utility easements" the areas described and illustrated on Exhibit A, and such areas shall for all purposes be treated as "Easements" under the Declaration and shall be deemed to have been reserved to Developer by recordation of the Plats. It is hereby expressly represented and agreed that the exercise of rights under the Easements as identified in Exhibit A shall be subject to all restrictions thereon contained in the Declaration, including without limitation the obligation on the part of the party exercising such rights to restore any damage caused by such exercise. The persons executing the consents set forth below agree that their respective interests in the real estate affected by this instrument shall be subject to the "utility easements" as designated in Exhibit A.

All corporations named below hereby represent and agree that the person executing this instrument on their behalf have been

This Instrument Recorded July 3 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.

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BOOK 179 PAGE 227

duly authorized to make such execution and that all corporate action necessary for the same has been taken and done.

R & P ENTERPRISES, INC.

By: Talbot W. Danny  
Talbot W. Danny, Vice President

CONSENTS TO AMENDMENT TO PLATS

SHOREWOOD CORPORATION

By: Stanley E. Huns Richard A. Lewis  
Stanley E. Huns, President Richard A. Lewis

Attest: John P. Culp Grant C. Hess  
John P. Culp, Vice President Grant C. Hess

Deborah A. Hess  
Deborah A. Hess  
(formerly Deborah A. Green)

DELUXE HOMES, INC.

By: Richard H. Crosset  
Richard H. Crosset, President

NORWEST MORTGAGE COMPANY  
By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name and title)

Attest: Barbara L. Van Note  
Barbara L. Van Note, Secretary

Keith G. Szarapos  
Keith G. Szarapos  
Theresa L. Szarapos  
Theresa L. Szarapos

WATERFIELD MORTGAGE COMPANY

By: Michael J. Hanigan Jr  
(signature)  
Michael J. Hanigan Jr  
(printed name and title)  
SENIOR VICE PRESIDENT

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BOOK 179 PAGE 228

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, Vice President of R & P ENTERPRISES, INC., who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained therein are true and correct.

Witness my hand and Notarial Seal this 1st day of June, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public



My commission expires:

Oct. 2 1984

Resident of Hamilton County

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and John F. Culp, the President and Vice President of SHOREWOOD CORPORATION, who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained herein are true and correct.

Witness my hand and Notarial Seal this 14th day of June, 1984.

Nancy Martikie  
Signature

Nancy Martikie  
Printed Notary Public



My commission expires:

12-17-84

Resident of Hamilton County

MISC. 179

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BOOK 179 PAGE 229

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Richard H. Crosser and Barbara L. Van Note, the President and Secretary, respectively, of DELUXE HOMES, INC., who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained therein are true and correct.

Witness my hand and Notarial Seal this 3rd day of July, 1984.

Diana L. Douglas  
Signature

Diana L. Douglas  
Printed Notary Public

My commission expires:  
10-13-84

Resident of Marion County

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis, who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods, and who, having been duly sworn, stated that the representations contained therein are true and correct.

Witness my hand and Notarial Seal this 14th day of June, 1984.

Hancy Martikke  
Signature

Hancy Martikke  
Printed Notary Public

My commission expires:  
12-17-84

Resident of Hamilton County

MISC. 179

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BOOK 179 PAGE 230

MISC. 179

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Grant C. Hess and Deborah A. Hess (formerly Deborah A. Green), who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods, and who, having been duly sworn, stated that the representations contained therein are true and correct.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of June, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My commission expires:

Oct. 2, 1987

Resident of Hamilton County

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Keith G. Szaranos and Theresa L. Szaranos, who acknowledged the execution of the foregoing Amendment to Plats of Geist Woods, and who, having been duly sworn, stated that the representations contained herein are true and correct.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of June, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My commission expires:

Oct. 2, 1987

Resident of Hamilton County

230

BOOK 179 PAGE 231

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Michael C. Caldwell, the Vice President of Norwest Mortgage Company, who acknowledged the execution of the foregoing Amendment to Plat of Geist Woods as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained herein are true and correct.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of June, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My commission expires:  
Oct. 2, 1987

Resident of Hamilton County

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Michael J. Hennegan, the SR. Vice Pres. Genl of Waterfield Mortgage Company, who acknowledged the execution of the foregoing Amendment to Plat of Geist Woods as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained herein are true and correct.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of June, 1984.



Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My commission expires:  
Oct. 2, 1987

Resident of HAMILTON County

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46202; telephone: (317) 236-2100.

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BOOK 179 PAGE 232  
SHEET 1 OF 1

LEWIS ENGINEERING, INC.  
402 E. MAIN STREET  
PLAINFIELD, INDIANA 46160  
TEL. 317-839-8412

LEGAL DESCRIPTIONS FOR UTILITY EASEMENTS - GEIST WOODS - SECTION ONE

A 20 foot utility easement being a part of Lots 5, 6, 7, 8, 9 & 10, all inclusive in Geist Woods, Section One, as recorded in Plat Book 10, Pages 51-52-53 in the Office of the Hamilton County Recorder, and being more particularly described as follows:

All of the area between the 20 foot building line as platted and Geist Woods Way and Geist Woods East Drive

ALSO:

A 15 foot utility easement being 7.5 feet on both sides of the following described centerline, commencing at the Northeast corner of Lot 4 in aforesaid Geist Woods Section One; thence South 40°55'45" West 47.00 feet to the POINT OF BEGINNING of this centerline description; thence North 22°43'39" West 64.56 feet to the Point of Termination of the centerline description.

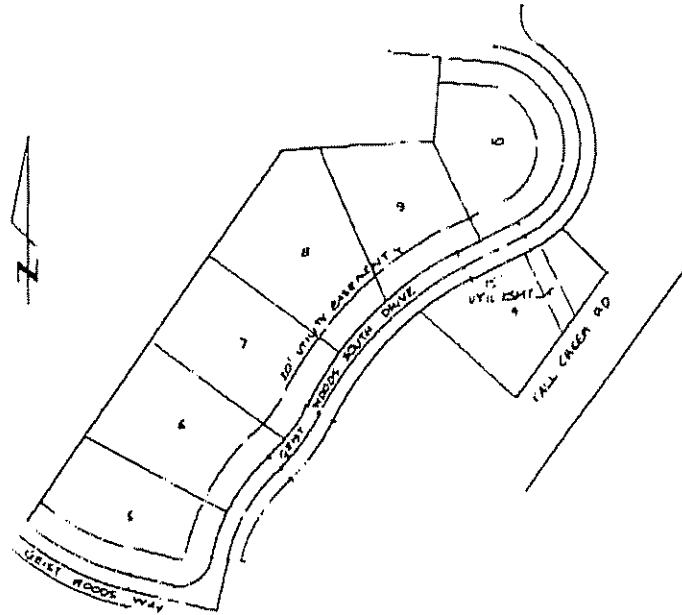


Exhibit A  
page 1 of 3

MISC. 179

232

REGISTERED LAND SURVEYOR NO. REGISTERED ENGINEER NO. STATE OF INDIANA	DATE 4-13-84
	SCALE
	DRAWN BY
	CHECKED BY
	JOB NO. 83-11

SCALE

BOOK 179 PAGE 233

LEWIS ENGINEERING, INC.  
408 E. MAIN STREET  
PLAINFIELD, INDIANA 46166  
TEL. 317-858-2413

LEGAL DESCRIPTION FOR UTILITY EASEMENTS - CEIST WOODS - SECTION TWO

A 20 foot utility easement being a part of Lots 12, 13, 14 & 15, all inclusive, a part of Lots 65, 66 & 67, all inclusive, and a part of lot 61 all in Ceist Woods, Section Two, as recorded in Plat Book 10, pages 82-83-84 in the Office of the Hamilton County Recorder, and being more particularly described as follows:

All of the area between the 20 foot building lines as platted and Ceist Woods South Drive, Ceist Woods Way and Ceist Woods North Drive.

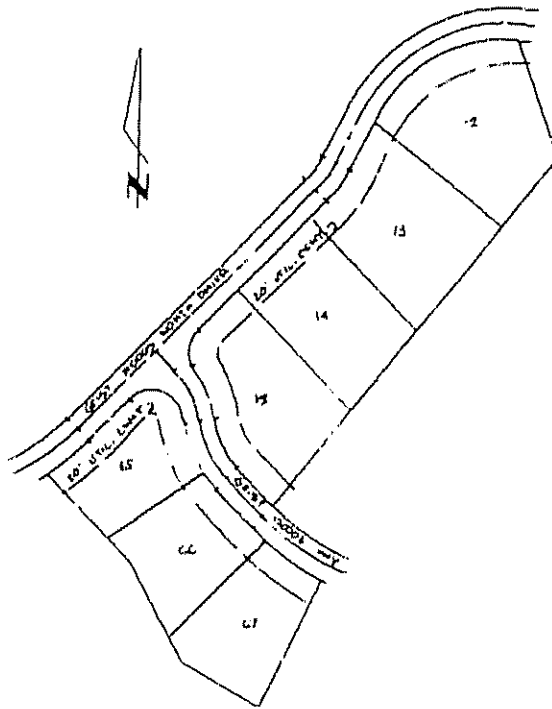


Exhibit A  
page 2 of 3

REGISTERED LAND SURVEYOR NO.  
REGISTERED ENGINEER NO.  
STATE OF INDIANA

DATE 4-13-84

SCALE

DRAWN BY

CHECKED BY

JOB NO. 81-11

MISC. 179

233



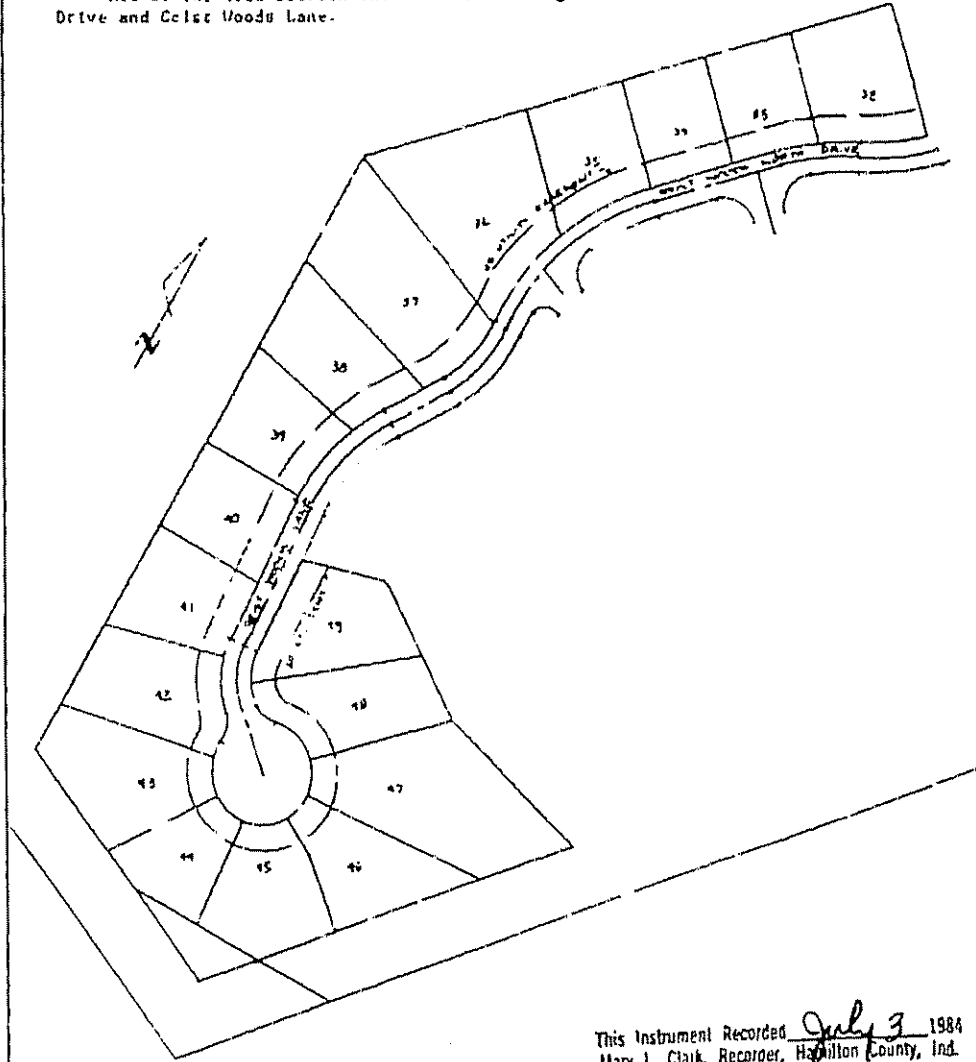
BOOK 179 PAGE 234  
SHEET OF 1

LEWIS ENGINEERING, INC.  
402 E. MAIN STREET  
PLAINFIELD, INDIANA 46168  
TEL. 317-838-2611

LEGAL DESCRIPTION FOR UTILITY EASEMENT - GELST WOODS - SECTION THREE

A 20 foot utility easement being a part of Lots 32-49, both inclusive, in Gelst Woods, Section Three, as recorded in Plat Book 10, Pages 120-121-122 in the Office of the Hamilton County Recorder, and being more particularly described as follows:

All of the area between the 20 foot building line and Gelst Woods North Drive and Gelst Woods Lane.



This Instrument Recorded July 3 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.

Exhibit A  
page 3 of 3

MISC. 179

234

REGISTERED LAND SURVEYOR NO. REGISTERED ENGINEER NO. STATE OF INDIANA	DATE 4-13-84
	SCALE
	DRAWN BY
	CHECKED BY
	JOB NO. 83-11

01410

8313713

CONSENT TO RECORDATION OF PLAT

BOOK 178 PAGE 146

THIS CONSENT TO RECORDATION OF PLAT, made this 28th day of October, 1983, by Shorewood Corporation,

WITNESSES THAT:

WHEREAS, Shorewood Corporation is the fee title owner of certain real estate described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Real Estate"); and

WHEREAS, Shorewood, as vendor, and Richard A. Lewis, as purchaser, entered into a certain land contract dated December 31, 1981 and recorded September 29, 1982 in Miscellaneous Record 171, Page 95, in the Office of the Recorder of Hamilton County, Indiana, pertaining to certain land including the Real Estate;

and, This Instrument Recorded Oct 28 1983 MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

WHEREAS, Richard A. Lewis, as vendor, and R & P Enterprises, Inc., as purchaser, entered into a certain land contract dated July 29, 1983 and recorded August 5, 1983 in Book 175, Page 248, as Instrument No. 83-9153, in the Office of the Recorder of Hamilton County, Indiana, pertaining to certain land including the Real Estate; and,

WHEREAS, R & P Enterprises, Inc. is the developer of the Real Estate, and in connection therewith has caused to be recorded a certain plat of the Real Estate called "Geist Woods - Section Two," recorded October 19, 1983, in Plat Book 10, Page 82, in the Office of the Recorder of Hamilton County, Indiana; and,

WHEREAS, said plat does not reflect the consent of Shorewood Corporation; and,

WHEREAS, said plat is a necessary part of the proper and orderly development of the Real Estate;

NOW, THEREFORE:

In consideration of the above premises, and other good and valuable consideration, receipt of which is hereby acknowledged, Shorewood Corporation hereby consents to the recordation of said plat and agrees and acknowledges that said plat shall be binding upon the Real Estate.

MISC. 176

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176 PAGE 147

IN WITNESS WHEREOF this Contract of Recordation of Plat has been executed as of the date first above written.

SHOREWOOD CORPORATION

By: Stanley E. Hunt, President

ATTEST:

John F. Culp, Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

This Instrument Recorded Oct. 28 1983  
MAR. L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and John F. Culp, the President and Vice President, respectively, of Shorewood Corporation, who acknowledge the execution of the foregoing instrument on behalf of said Corporation, and who, being duly sworn, stated that they did so with proper authority from the Board of Directors of said Corporation, and that all action necessary for the making of this instrument has been taken and done.

Low Ann Baxter  
Signature Notary Public

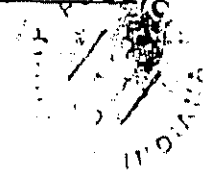
Low Ann Baxter  
Printed

My Commission Expires:

09-20-83

My County of Residence:

MARION



MISC. 176



This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

BOOK 176 PAGE 148

Geist Woods - Section Two

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°21'57" East along the South line of said Quarter Section 101.88 feet to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60'; thence North 49°04'15" West along the South line of Geist Woods Section One as recorded in the office of the Recorder of Hamilton County, Indiana, in Book Number 10, Pages 51, 52, and 53, 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27' to the beginning point of this description; thence North 15°55'45" East on and along the Westerly line of said Section One, 8.00' thence North 74°04'15" West on and along said Westerly line 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East on and along the Northerly line of said Section One 24.00'; thence North 39°14'23" East on and along said Northerly line 150.00'; thence leaving said Northerly line North 20°45'16" West 95.02'; thence North 17°15'04" West 25.48'; thence North 13°45'01" West 32.02'; thence North 45°19'36" West 100.00'; thence South 44°40'24" West 495.54'; thence South 45°19'36" East 106.89' to a point on a curve to the right, said curve having a radius of 173.00' and a central angle of 11°24'23"; thence on and along said curve 34.44'; thence South 45°19'36" East 117.09'; thence South 29°33'34" East 88.32'; thence South 57°39'43" East 117.07'; thence South 49°24'49" East 24.00'; thence North 40°35'11" East 108.33'; thence North 56°17'49" East 25.00' to the point of beginning of this description. Containing 3.36 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

This Instrument Recorded Oct 28 1983  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

RECEIVED FOR RECORD  
OCT 28 11 33 AM '83  
MARY L. CLARK  
RECORDER  
HAMILTON CO., IND.

MISC. 176

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EXHIBIT A

28.00

②

9539761

Mary H. Clark  
RECORDER  
HAMILTON CO., IN

Cross Reference

95 JUN 21 PM 12:55

This instrument encumbers real estate in the subdivision that is called Geist Woods Subdivision - Sections One, Two, Three, and Four, the plats of which are recorded as Instrument Nos. 83-8747, 83-13244, 84-352, and 84-353, respectively, in Plat Book 10, pages 51-53, 82-84, 120-122, and 123-125, respectively, all in the office of the Recorder of Hamilton County, Indiana, all as amended by that certain Amendment to Plats of Geist Woods, recorded as Instrument No. 84-8850 in Book 179, pages 226-234, in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENTS AND  
BILL OF SALE

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, GEIST WOODS HOMEOWNER'S ASSOCIATION, INC., an Indiana not-for-profit corporation ("Grantor"), as successor to Declarant, R & P Enterprises, Inc., under that certain Declaration of Covenants (the "Declaration") for Geist Woods Subdivision (the "Subdivision") dated January 12, 1984, and recorded January 12, 1984, as Instrument No. 84-503 in Book 177, pages 120-135 in the office of the Recorder of Hamilton County, Indiana (the "Office"), which Subdivision is also subject to the plats recorded as Instrument Nos. 83-8747, 83-13244, 84-352, and 84-353, respectively, in Plat Book 10, pages 51-53, 82-84, 120-122, and 123-125, respectively, in the Office, all as amended by that certain Amendment to Plats of Geist Woods, recorded as Instrument No. 84-8850 in Book 179, pages 226-234, in the Office (collectively and as amended, the "Plat"), for itself, its grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto INDIANAPOLIS WATER COMPANY, an Indiana corporation ("Grantee"), its grantees, successors, and

assigns, perpetual easements with the right, privilege, and authority in Grantee, its grantees, successors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair water mains or lines, fire hydrants, and their necessary appurtenances in, under, upon, over, and across the following described property located in the Subdivision in Hamilton County, Indiana:

(i) the "Easements" defined in the Declaration and depicted in the Plat and (ii) those portions of the Streets and Common Area (both as defined in the Declaration and as depicted in the Plat) consisting of ten (10) feet on either side of the Existing Mains (defined below), as depicted on Exhibit A attached hereto and incorporated herein (the "Exhibit"), with the side lines of such easement parcels (hereinafter, the "Additional Easements") to terminate at the edges of the existing Easements

(such Additional Easements and the existing Easements are hereinafter collectively called the "Real Estate").

Grantor hereby grants, bargains, sells, conveys and warrants to Grantee the existing water mains or lines, fire hydrants, and other appurtenances, except for meter pits, now located in, under, upon, over, across, along or about the Subdivision ("the Existing Mains") and all of Grantor's right, title and interest therein and thereto. If the Existing Mains are in locations other than the location that are described and depicted in the Exhibit, then, and in that event, the Additional Easements that

are defined in this instrument shall be conclusively deemed to affect the strips of land that are centered on the Existing Mains and that have a width of ten (10) feet on either side of the Existing Mains, with the side lines of said Additional Easements to terminate at the edges of the existing Easements. In such an event as the event that is described in the immediately preceding sentence, Grantor and the Grantee shall join in the execution and acceptance of an appropriate substitutionary easement instrument if either the Grantor or the Grantee shall deliver to the other a written request for such a substitutionary easement instrument. Grantor retains title to, and all responsibility for, meter pits.

Said easements also include the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (2) to use, temporarily, additional space within the Common Property (as defined in the Declaration) where available and necessary from time to time adjacent to the Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easements hereby granted, and (4) for nearby property Owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property Owners by water service pipes to the water mains or lines installed in the Real Estate (consistent with Grantee's regulations concerning service lines, which



proscribe service lines that cross another's property absent an agreement of association and common maintenance).

Grantee covenants, by its acceptance of this Grant of Easements and Bill of Sale, that in the installation, maintenance, or operation of its water mains or lines, fire hydrants, and appurtenances in, under, upon, over, and across the Real Estate, it will restore the portion of the Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is practicable, but Grantee shall have no duty to restore an area of the Real Estate disturbed by nearby property Owners, their grantees, successors, agents or employees, in connecting the premises of the nearby property Owners by water service pipes to the water mains or lines installed in the Real Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work. Grantee shall have no duty to maintain or repair service lines or meter pits. Grantee covenants that any such connection by nearby property owners shall only be allowed by Grantee-approved contractors and plumbers which possess adequate performance bonds.

Grantor reserves the right to use the Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by these easements. Grantor herein covenants for itself, its grantees, successors, and assigns, that none of them will change the grade of the Real Estate or erect or maintain any building or other structure or



obstruction on or over the Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Real Estate of any earthen mound or series or system of earthen mounds.

Each person who is executing this Grant of Easements and Bill of Sale on behalf of Grantor represents and certifies that he or she is a duly elected and serving officer of Grantor and has been fully empowered to execute and deliver this Grant of Easements and Bill of Sale to Grantee; that Grantor has full corporate capacity to convey the easements granted herein and the Existing Mains; that all necessary corporate action for the making of this conveyance and the execution of this Grant of Easements and Bill of Sale has been taken; that the Real Estate is free from any and all liens or encumbrances except current taxes and those appearing of public record; that the Existing Mains are free from any and all liens, security interests or encumbrances; and that, subject to the foregoing, Grantor guarantees the quiet possession of the Real Estate and the Existing Mains and will warrant and defend Grantee's title to the easements granted herein and the Existing Mains against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easements and Bill of Sale to be executed this 31 day of May, 1995.

GEIST WOODS HOMEOWNER'S  
ASSOCIATION, INC.

By Eldon N. Jorgensen  
Printed Eldon N. Jorgensen  
Title President

ATTEST:

Jerry P. Blizzard  
Printed Jerry P. Blizzard  
Title Vice-President

INDIANAPOLIS WATER COMPANY

By John M. Davis  
Printed John M. Davis  
Title Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Eldon N. Jorgensen and Jerry P. Blizzard, to me known to be the President and the Vice-president of Geist Woods Homeowner's Association, Inc., an Indiana not-for-profit corporation, who acknowledged their execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 31st day of May, 1995.

Barbara J. Blizzard  
Printed: Barbara J. Blizzard  
(Notary Public)

I am a resident of Hamilton County, Indiana.

My commission expires 12/18/98.



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared John M. Davis, to me known to be the Vice President of Indianapolis Water Company, an Indiana corporation, who acknowledged his execution of the foregoing instrument for and on behalf of said corporation.

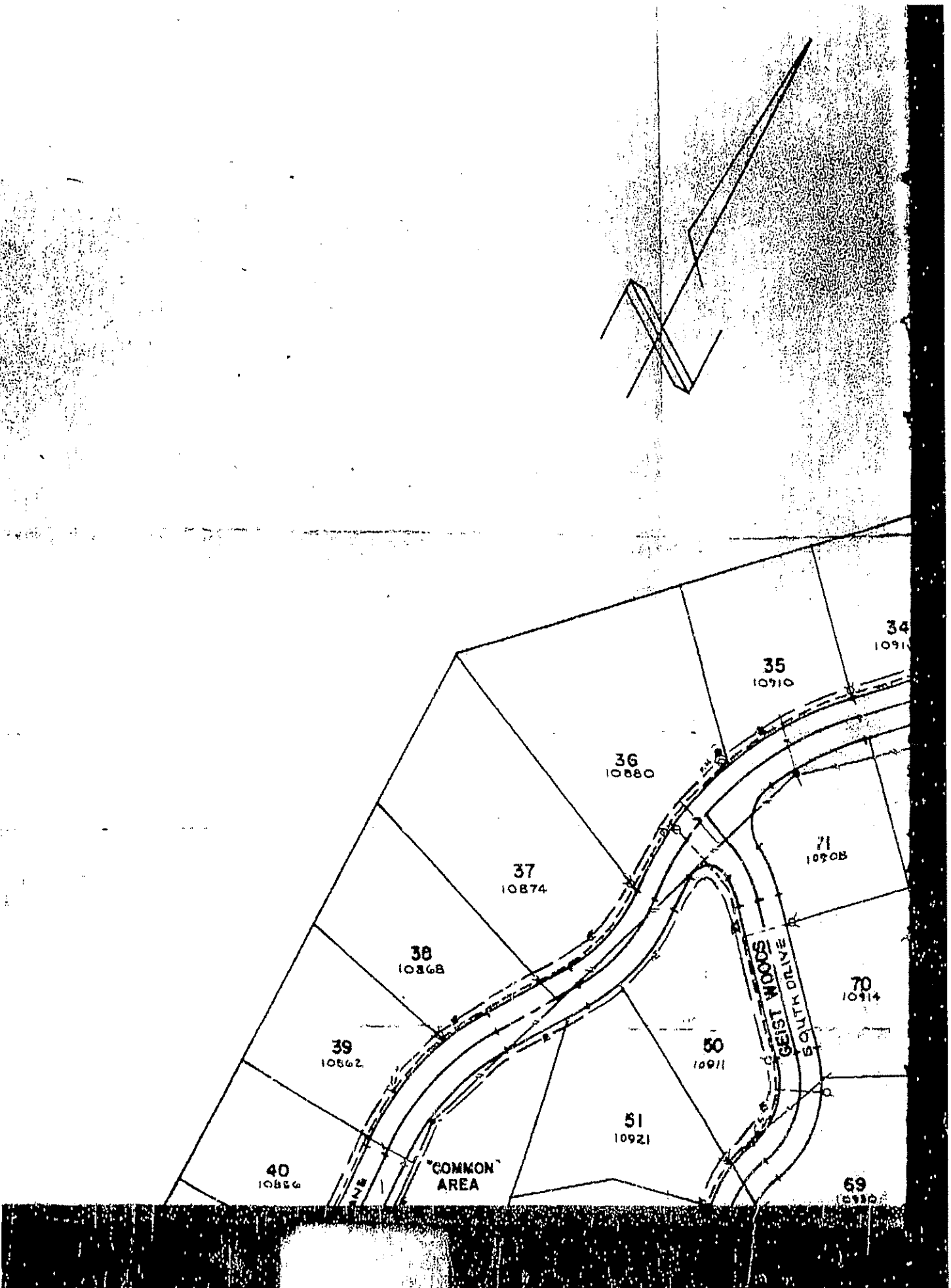
Witness my hand and Notarial Seal this 4th day of May, 1995.

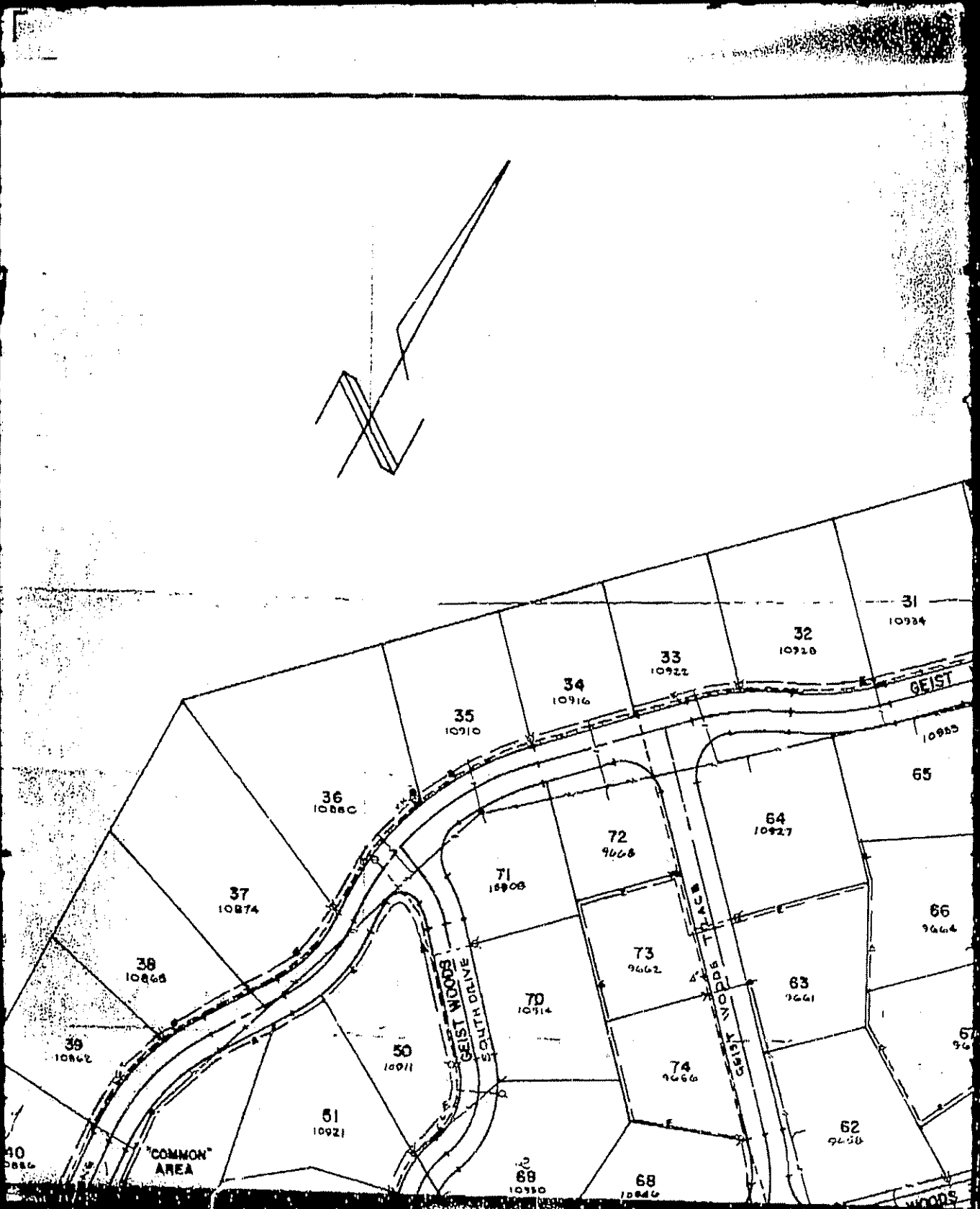
Wanda Wooldridge  
Wanda Wooldridge, Notary Public  
Resident of Marion County, Indiana

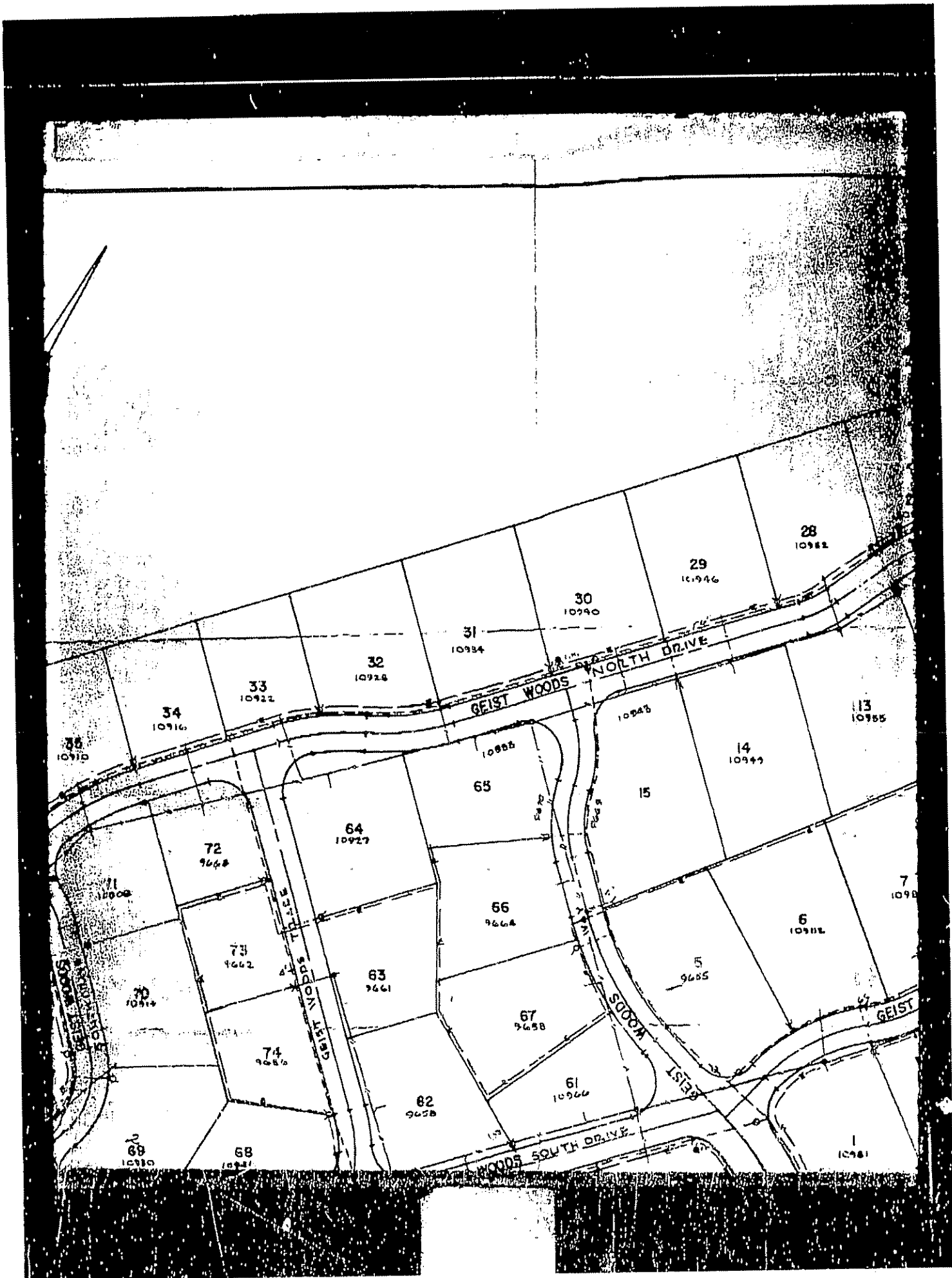


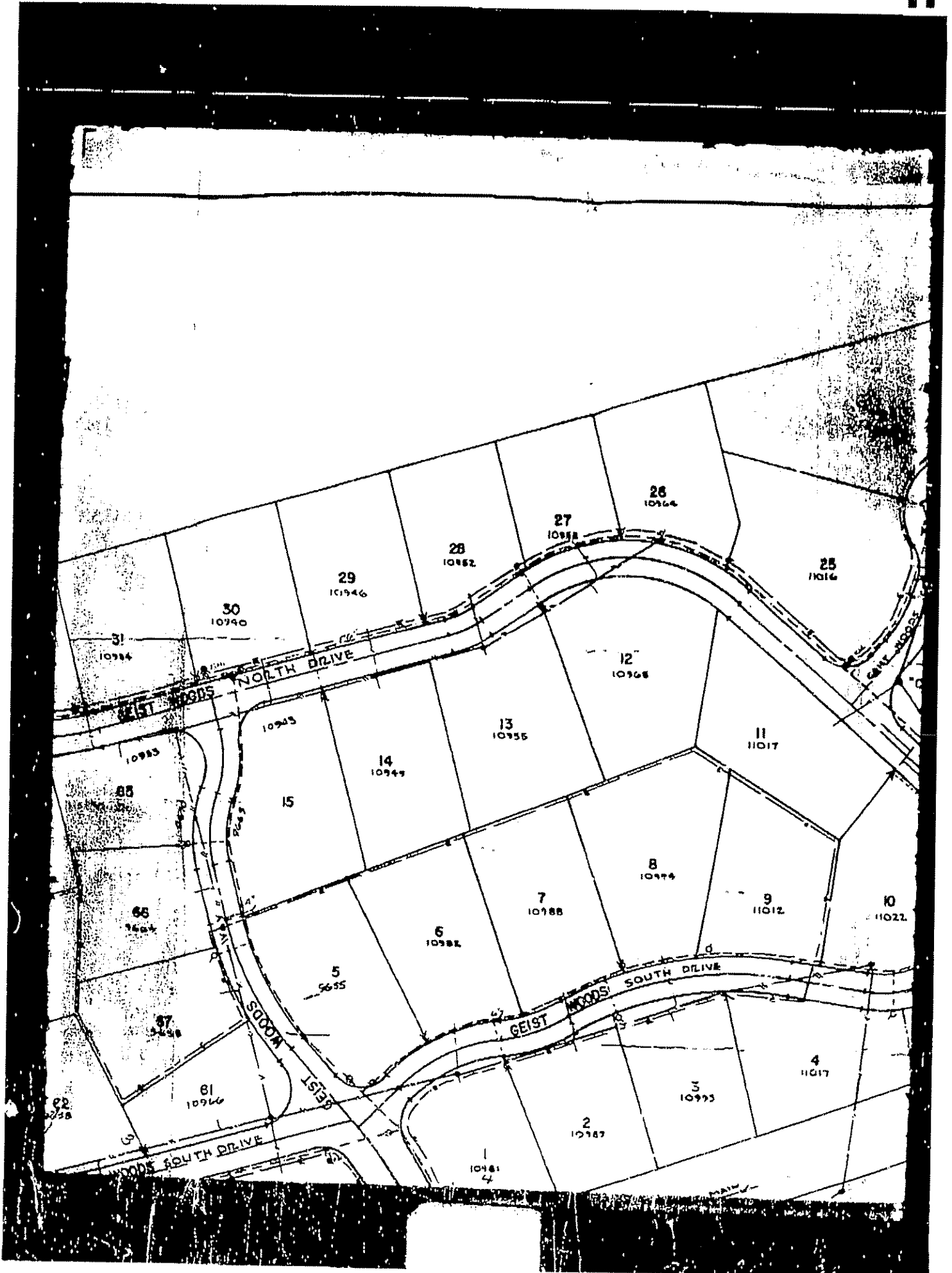
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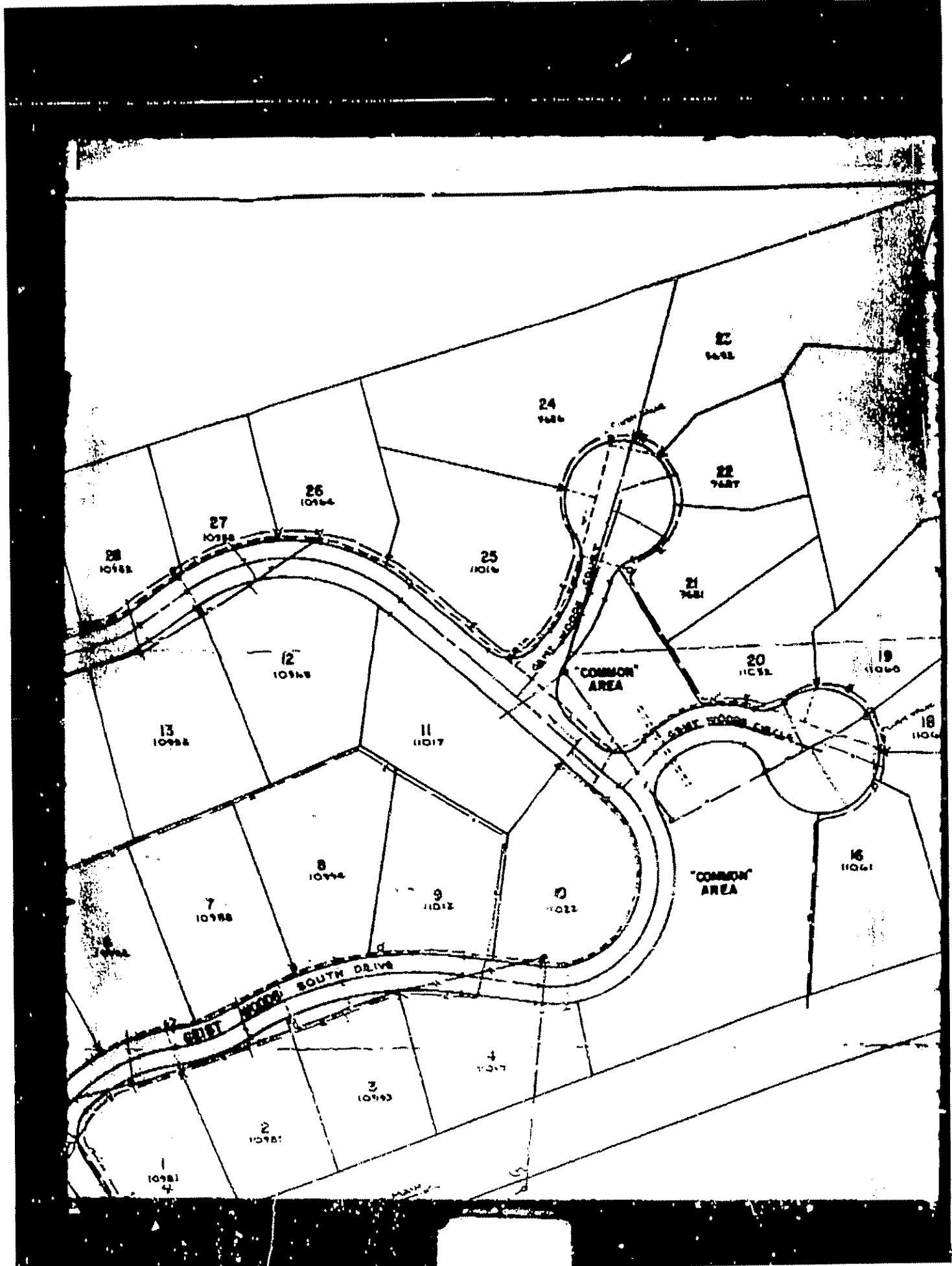
This instrument was prepared by John M. Davis.



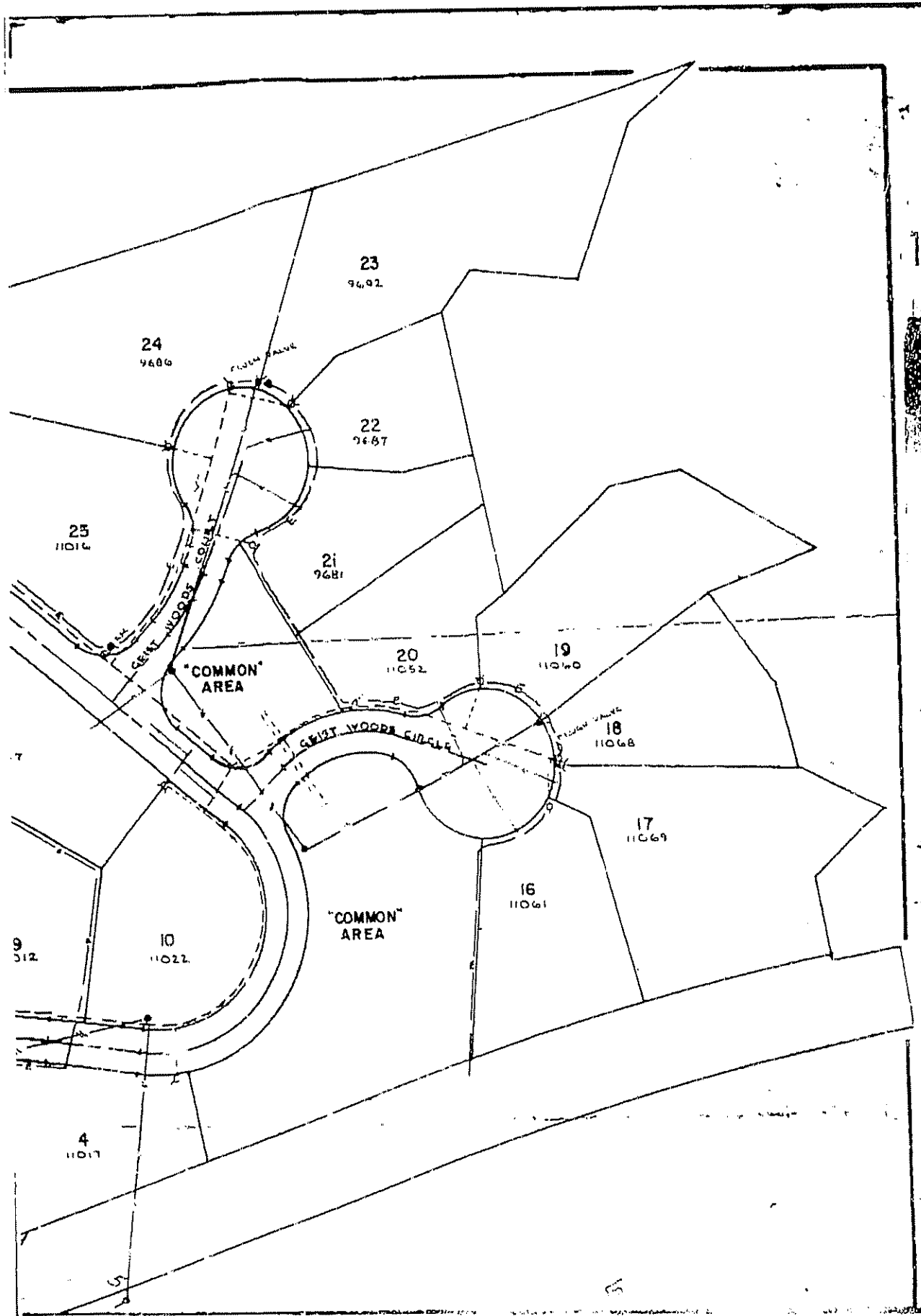






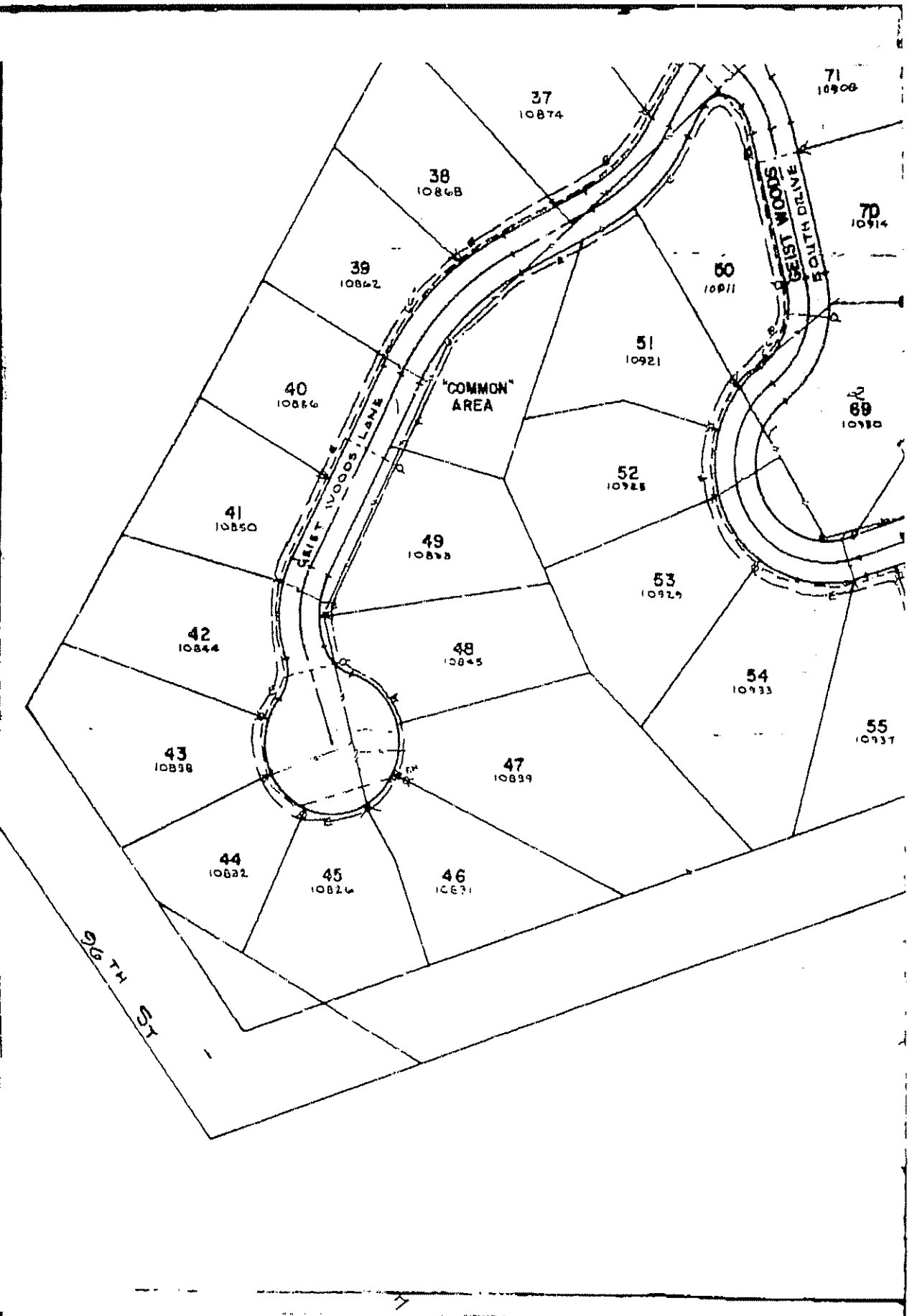


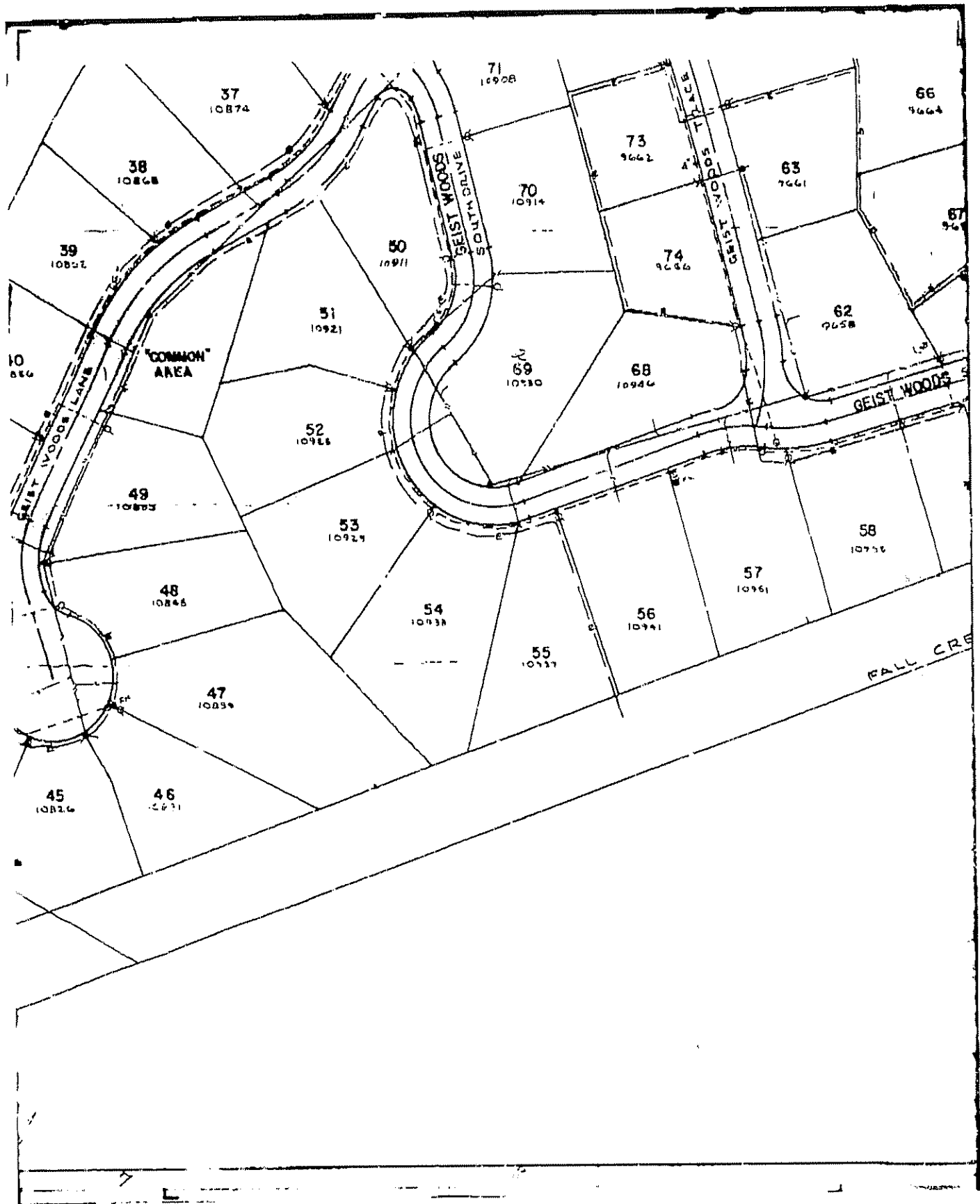


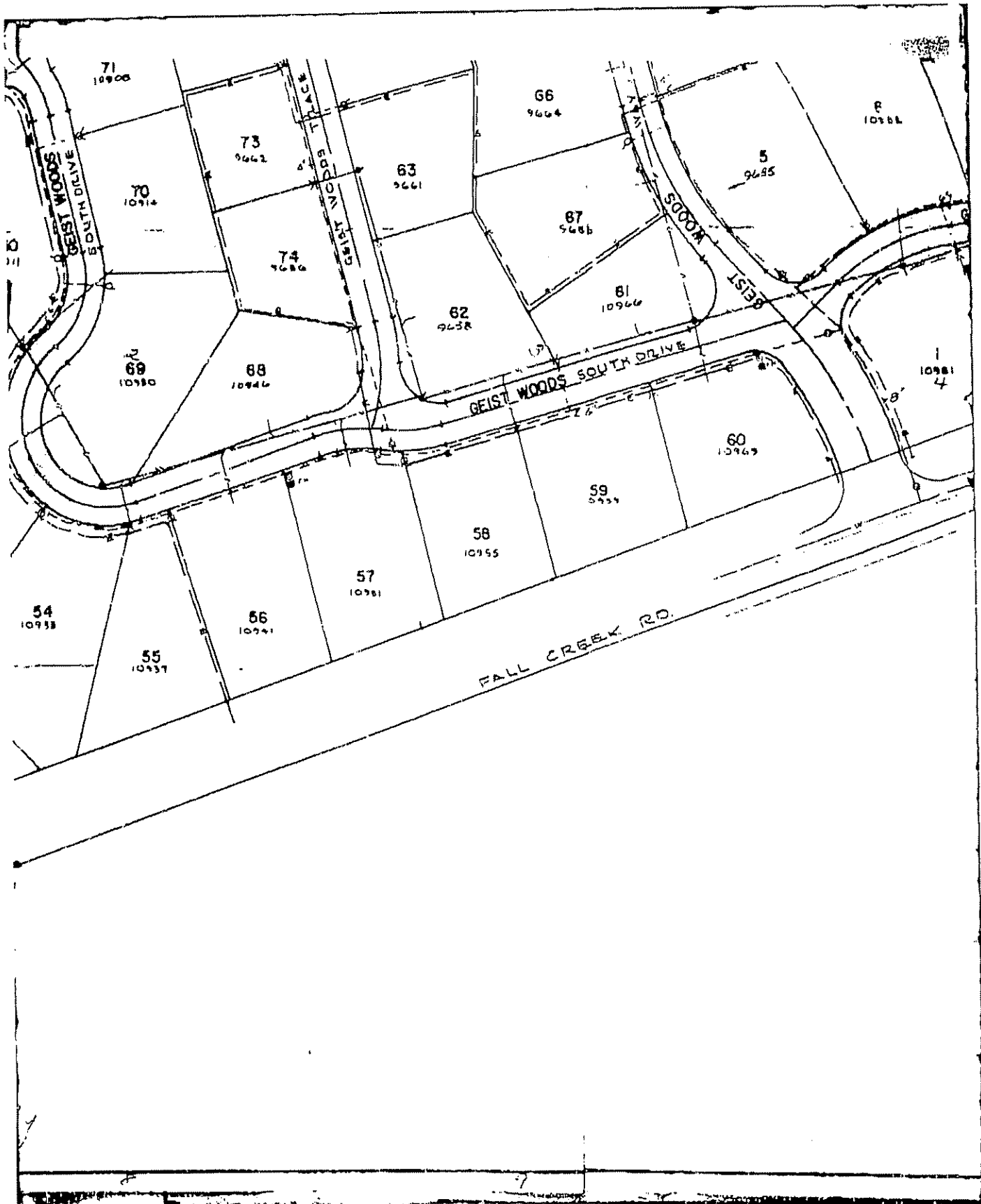


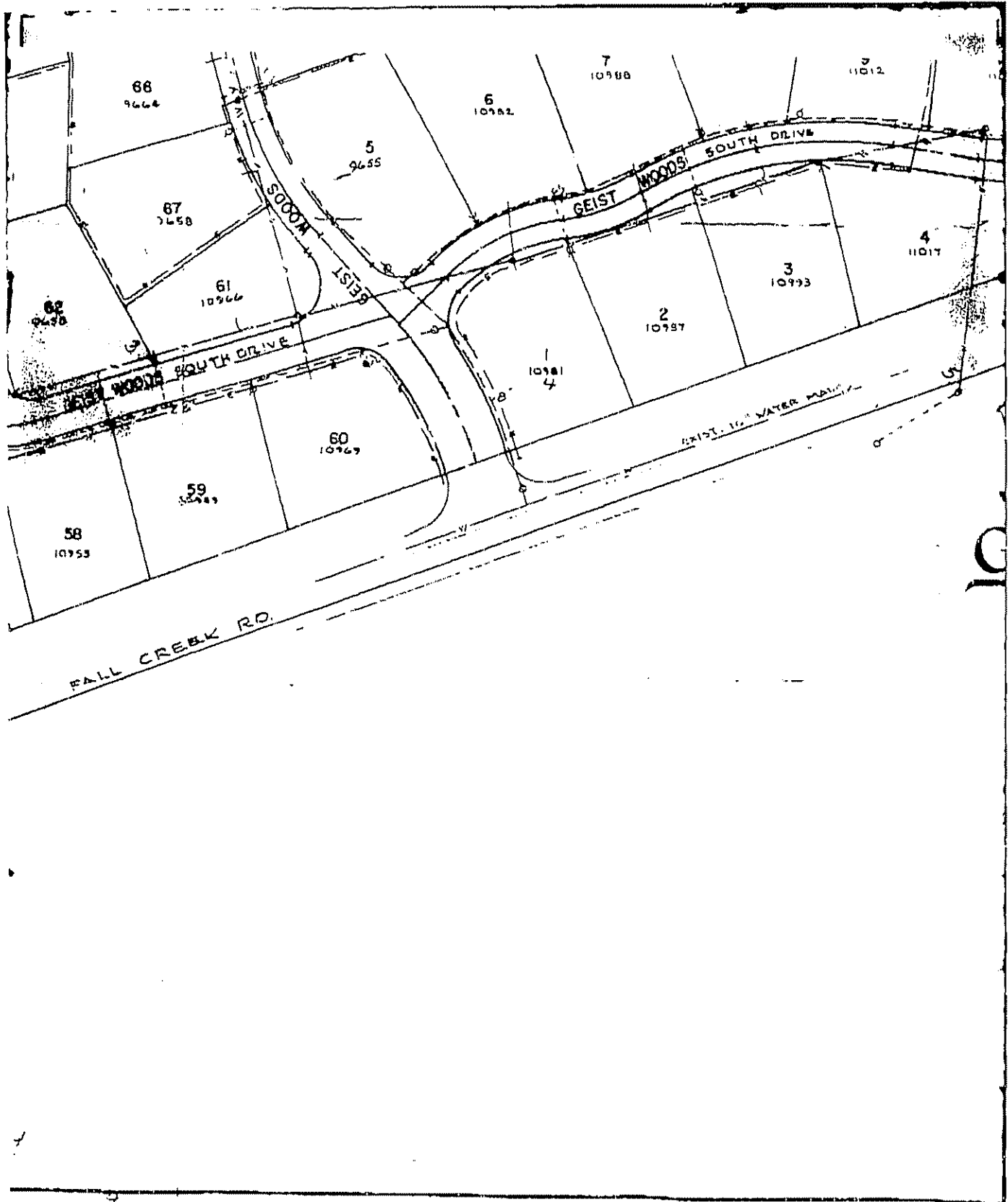
**INSTR. # 9539761**

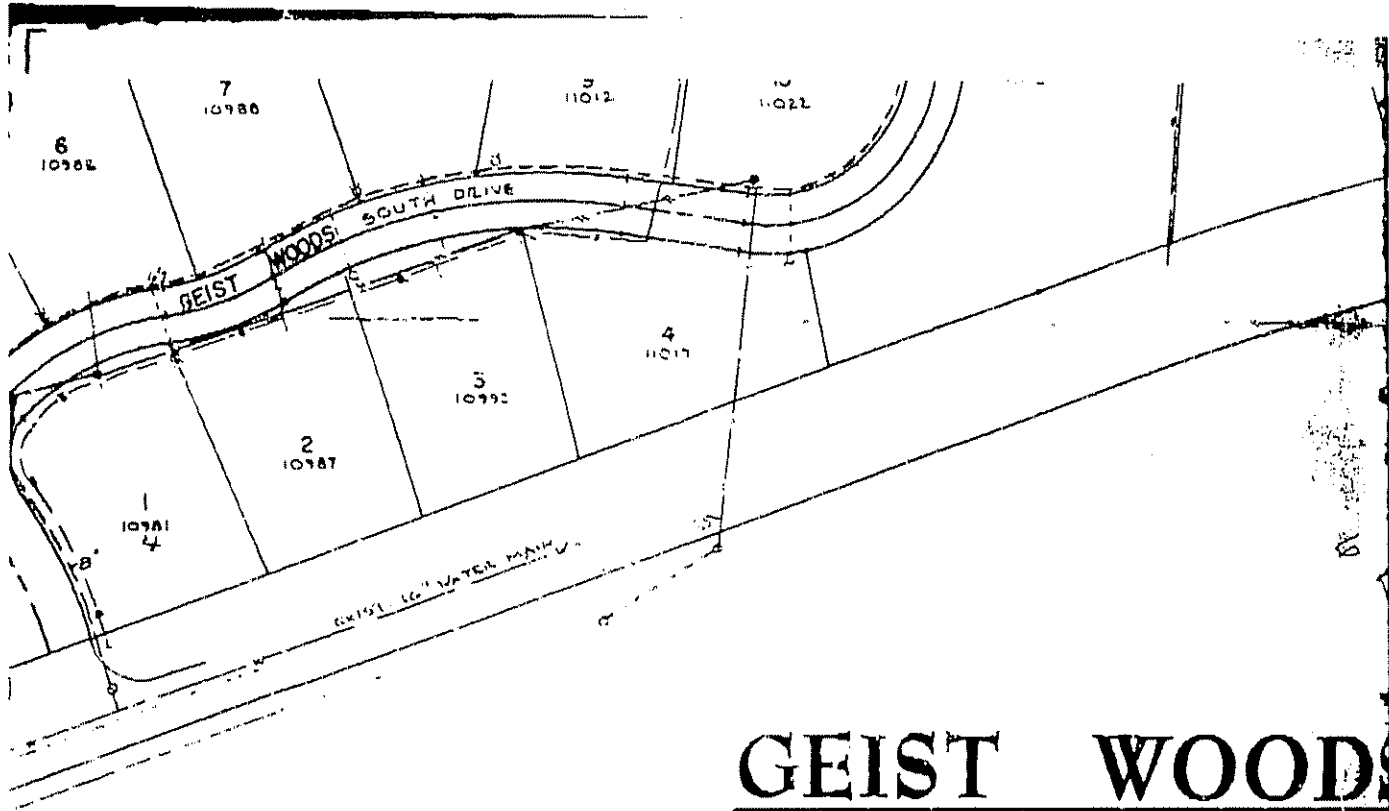
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# GEIST WOODS

## LEGEND

- WATER MAIN VALVE
- FIRE HYDRANT VALVE
- WATER FILTER PIT
- SANITARY SEWER MANHOLE
- PRIMARY ELECTRIC

INDIANA

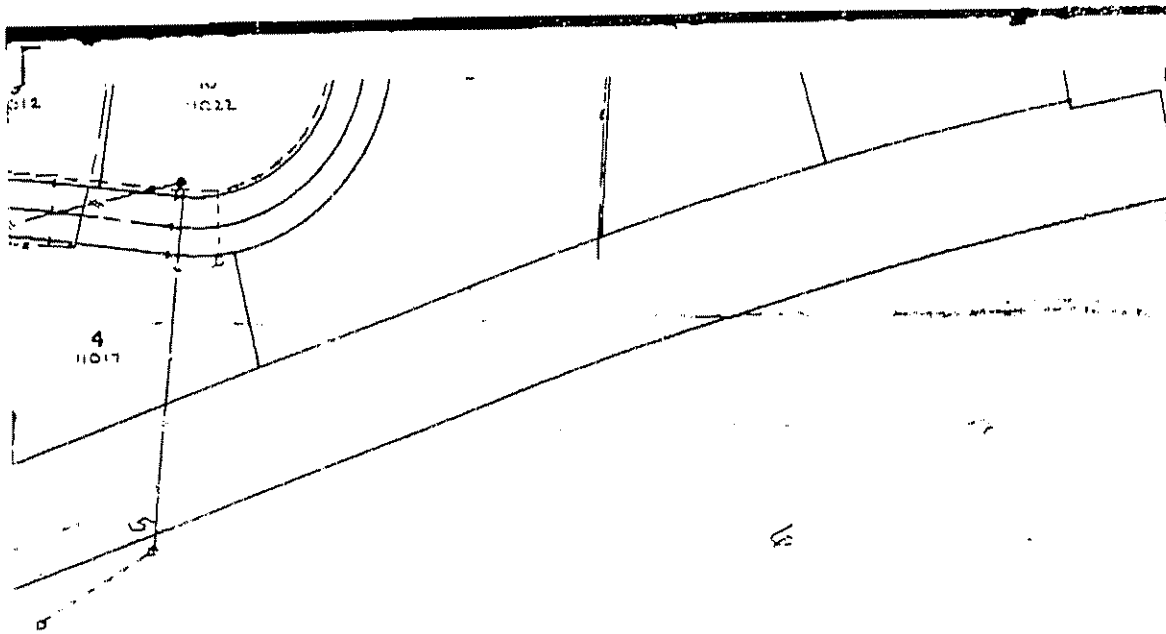
THESE  
AND  
THE P  
INDIAN

BY *[Signature]*

EXHIBIT "A"

DATE

CERTIFIED BY:		LAND SURVEYING	
REGISTERED ENGINEER No. 00021		LEWIS	
REGISTERED LAND SURV. No. 10621		402	
STATE OF INDIANA		R5B-2412 PL	
REVISED:	REVISED:	DATE:	PURPOSE:
		6-18-02	UT: V
		DRAWN BY:	W/A
REVISED:	REVISED:	PREPARED BY:	R & P
		CR. BY:	



# GEIST WOODS

## LEGEND

- WATER MAIN
- - - - - WATER SERVICE
- WATER METER PIT
- SANITARY SEWER / MANHOLE / LATERAL
- PRIMARY ELECTRIC

### INDIANAPOLIS WATER COMPANY

THESE PLANS CONFORM TO OUR RULES AND REGULATIONS AS APPROVED BY THE PUBLIC SERVICE COMMISSION OF INDIANA, APRIL 23, 1961

BY H. K. Allgood

DATE 7-6-83

### EXHIBIT "A"

INSTR. # 9539761

CERTIFIED BY:		LAND SURVEYING		CIVIL ENGINEERING	
REGISTERED ENGINEER No. 00651		LEWIS ENGINEERING, INC.			
REGISTERED LAND SURV. No. 10021		402 EAST MAIN STREET			
STATE OF INDIANA		039-2412		PLAINFIELD, INDIANA 46168	
REVISED:	REVISED:	DATE:	PURPOSE:	SCALE:	
		6-15-83	UTILITY PLAN	1"=50'	
			W/ADDRESSES	No. 4	
REVISED:	REVISED:	DRAWN BY:	PREPARED FOR:	No. 11	
			R & P ENTERPRISES INC.	JOB No. 83-11	

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DECLARATION OF COVENANTS  
FOR GEIST WOODS SUBDIVISION

8313245

BOOK 176 PAGE 34

THIS DECLARATION OF COVENANTS FOR GEIST WOODS SUBDIVISION ("Declaration"), made this 19<sup>th</sup> day of October, 1983, by R & P Enterprises, Inc., a California corporation authorized to do business in Indiana, (hereinafter called "Declarant"),

WITNESSETH THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and,

WHEREAS, the Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B as a single family residential subdivision to be known as "Geist Woods Subdivision", which shall be platted by Declarant in sections from time to time;

WHEREAS, the Real Estate has been platted by Declarant as Sections One and Two of Geist Woods Subdivision, recorded in Plat Book 10, page 223, and Plat Book 10, page 223 & 224 in the office of the Recorder of Hamilton County, Indiana;

WHEREAS, Declarant desires to subject the Real Estate to certain covenants in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Geist Woods Subdivision; and

WHEREAS, the Declarant desires to provide for maintenance of the Streets, Common Areas, and other improvements located or to be located in Geist Woods Subdivision, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desire to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Geist Woods Subdivision;

NOW, THEREFORE, the Declarant imposes upon the Real Estate the following covenants, which shall run with the Real Estate and be binding upon Declarant and upon all successors to and assigns of all or any part of Declarant's interest in the Real Estate:

This Instrument Recorded Oct. 19 1983  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

ARTICLE I

General Purpose Of This Declaration

The Real Estate is hereby subjected to the covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Geist Woods Subdivision, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Geist Woods Subdivision and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Geist Woods Subdivision.

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ARTICLE II

BOOK 176 PAGE 35

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article V.

Section 2. Association. "Association" means R&P's Geist Woods Homeowners' Association, Inc., an Indiana not-for-profit corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

Section 3. Building Committee. "Building Committee" means the Declarant so long as any Lots remain unsold by Declarant and so long as Geist Woods is still subject to expansion, and thereafter shall mean the Board of Directors of the Association, or any group of not less than three (3) persons designated as the Building Committee by resolution of the Board of Directors, when and to the extent exercising any rights of consent pursuant to this Declaration.

Section 4. Common Areas. "Common Areas" means certain areas not amenable to development which may be designated by Declarant as Common Area on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time, and which is intended for the common benefit of all Lots.

Section 5. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property; provided, however, that there shall not be included in Common Expenses any costs or expenses incurred in connection with the initial installation or completion of the Streets, utility lines and mains street lights, or other improvements constructed by Declarant.

Section 6. Common Property. "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, Easements, or Streets within Geist Woods Subdivision. Common Property shall include (without limitation) all Streets, curbs, water mains, fire hydrants, the Drainage System, the Sewage System, street lights and signs upon the Streets, public sidewalks, landscaping, parks, and open spaces.

Section 7. Declarant. "Declarant" means R & P Enterprises, Inc., a California corporation, or any other person, firm, corporation or partnership which succeeds to the interests of R & P Enterprises, Inc. as developer of Geist Woods Subdivision.

Section 8. Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, swales, ditches, pipes, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Geist Woods Subdivision.

Section 9. Easements. "Easements" refer to those areas reserved as easements on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

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Section 10. Geist Woods Subdivision. The term "Geist Woods Subdivision" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 11. Mortgagee. The term "Mortgagee" means any holder insurer, or guarantor of any first mortgage on any Lot.

Section 12. Owner. "Owner" means any person or persons who acquire after the date of this Declaration legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any Mortgagee so long as such Mortgagee does not have possession of the Lot or hold both legal and equitable title thereto.

Section 13. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

Section 14. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge of sanitary sewage from any or all Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

Section 15. Streets. "Streets" means all of the private roadways to the respective right-of-way lines thereof, as shown on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

ARTICLE III

Use and Bulk Restrictions

Section 1. Permitted Uses. The Real Estate and all improvements on any portion thereof shall be used or occupied for single family residential purposes. No business buildings shall be erected thereon and no business may be conducted on any part thereof, other than the home occupations permitted in the U-D Districts Zoning Ordinance of Hamilton County, Indiana.

Section 2. Types of Structures. No structure shall be erected, altered, placed, or permitted to remain on any lot, other than one detached, single-family dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except such as may be used by the builder during the construction of a residential building thereon. No structure of a temporary character may be placed upon any Lot or used as a residence.

Section 3. Setbacks. No building or other structure shall be placed closer than 20 feet from any right-of-way line of any Street. There shall be no setback required from any side or rear Lot line, provided that no building or other structure shall encroach on any Easement, and provided further, that no portion of any structure shall be placed closer than 10 feet to

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any portion of any building already existing or under construction on any adjacent Lot at the time construction on any Lot commences.

Section 4. Manner of Use. Each Owner shall use and occupy his respective Lot and all easements and rights-of-way appertaining thereto, in a careful, safe, and proper manner and keep his Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire, and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No Owner shall conduct, or permit any person to permit, any unlawful activity on the Real Estate.

Section 5. Floor Area. The finished and livable floor area of the main structure, exclusive of one story open porches and garages and other attached residential accessory buildings, shall not be less than 1,400 square feet in the case of a one story structure, nor less than 1,500 square feet in the case of a two story structure.

ARTICLE IV

General Restrictions

Section 1. Nuisances. No farm animals, fowl, or domestic animals for commercial purposes shall be kept or permitted on any Lot. No Lot or structure or improvement thereon shall be used in any unlawful or offensive manner, nor in any manner which causes injury to the reputation of Geist Woods Subdivision, or which is a nuisance, annoyance, or inconvenience to other Owners, including, without limitation, the burning of any refuse or excessive noise by the use of any musical instruments, loud speakers, electrical equipment, amplifiers or other equipment or machines.

Section 2. Fences; Sight Obstructions. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air to adjoining Lots. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hinderance, encroachment, or obstruction to any Easement, Street right-of-way line, or adjoining Lot. No fence shall be erected between the front lot lines and the building setback line other than a fence of a decorative nature not exceeding three feet six inches in height. No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two and six feet above the adjoining Street shall be placed or permitted to remain on any corner lot within the triangular area formed by the Street lot lines and a line connecting points twenty-five feet from the intersection of said Street lot lines, or in the case of a rounded property corner, from the intersection of the Street lot lines extended to form a corner. As to any trees located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees at a sufficient height to prevent obstruction of such sight lines.

Section 3. Driveways. All driveways shall be paved prior to the completion of the construction of the dwelling, in accordance with plans and specifications meeting the approval of the Building Committee. Each Owner shall maintain his driveway so as to prevent or repair unsightly tracking or crumbling, and shall keep the same clean and free of debris.

Section 4. Vehicle Parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any Lot, except in an attached garage or other

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attached accessory building, or in a location on the Lot which is out of view from adjoining or nearby Streets. No vehicle shall be parked on a regular, recurrent, or permanent basis on any Street. This Section 4 shall not apply to any construction vehicles, trailers, or equipment of Declarant or any other builder in Geist Woods during the development thereof.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than six square feet may be displayed at any time for the purpose of advertising such Lot for sale or rent, except for such signs as may be erected by the builders to advertise the property during construction and sale.

Section 6. Landscaping and Vegetation. Each Owner shall cause all portions of his Lot upon which no other improvements are constructed to be covered with grass, trees, or shrubs, and shall cause such landscaping to be maintained properly, except during the period when the dwelling or other improvements are actually under construction. No Owner shall permit the growth of weeds on his Lot, and each Owner shall keep the same reasonably clear from unsightly growth at all times.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall not be kept on any Lot except in sanitary containers, and such containers shall be kept clean and shall not be stored on any Lot in open public view.

Section 8. Storage Tanks. Any gas 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.

Section 9. Tree Preservation. No trees may be removed from any Lot without the approval of the Building Committee, and applications for such approval shall be made to the Building Committee in writing.

Section 10. Reserved Easements. All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, and privately owned delivery vehicles shall have the right to enter upon the Real Estate and any Lot therein in performance of their duties. Declarant hereby reserves and may grant to the Association or to the appropriate utility companies easements over, upon, and under the Common Areas, Easements and Streets, for the installation, servicing, maintenance, repair, or replacement of any Common Property and any public utilities, including but not limited to water, sewers, gas, telephone, electricity, and cable television, as the same are now or hereafter may be located. Declarant further reserves easements over the Streets and Drainage System for access to and drainage from those portions of the real estate described in Exhibit B which have not been added to Geist Woods as of any time.

Section 11. Placement of Utility Lines. All electrical service lines, gas service lines, television lines, telephone lines, and all other lines or mains which may be used for the transmission of any form of matter or energy, which may be located on the Real Estate and which are not within buildings or structures or attached to the walls thereof, shall be placed underground.

Section 12. Obstruction of Common Property. No Owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Property.

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Section 13. Outdoor Lighting. All outdoor lighting on any Lot shall be subject to the approval of the Building Committee and all applications for such approval shall be in writing, except for the lighting of signs of the builders on the property.

Section 14. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in Article III or this Article IV, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against his Lot, subject to payment and collection in the manner provided in Article V for collection of Assessments. The rights in the Owners and the Association under this Section shall be in addition to all other enforcement rights hereunder or at law or in equity.

ARTICLE V

Covenants For Maintenance Assessments

Section 1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the value of the Lots within Geist Woods Subdivision, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, repairing, operating, and maintenance of the Common Property, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Property, and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

- (a) A Pro-rata Share (as hereinafter defined) of the Annual Assessments fixed, established, and determined from time to time as hereinafter provided.
- (b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as

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to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Geist Woods Subdivision, as the same may be recorded from time to time.

Section 4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Areas. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessments.

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments on each Lot in each section of Geist Woods Subdivision shall commence on the first day of the second month following the month in which Declarant first convey ownership of any lot in such section to an Owner. The first annual Assessment within each section shall be made for the balance of the fiscal year of the Association in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 7. Duties of the Association.

- (a) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business

hours of the Association. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

- (b) The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (c) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Geist Woods or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in this Declaration.

Section 8. Non-payment of Assessments; Remedies of Association.

- (a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.
- (b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such

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Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

Section 9. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

Section 10. Initial Assessments. During the first year following the date of recordation of the Declaration for Sections One and Two of Geist Woods, the total Assessments per Lot per month shall not exceed Fifteen (\$15.00) Dollars (\$ 15.00 ). In each year thereafter, the total Assessments per Lot per month shall not be increased by more than the twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association.

ARTICLE VI

Construction Approvals.

Section 1. Plans, Specifications and Locations of Improvements. No building, structure, driveway, fence, wall, patio, swimming pool, landscaping, antenna, or other form of improvement shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the design, dimensions, and location thereof have been approved by the Building Committee as to their conformity and harmony of external design with the existing buildings, structures, and other improvements in Geist Woods Subdivision, and as to compliance with the covenants herein contained. If the Building Committee fails to act upon any plans submitted to it for approval within a period of thirty (30) days from the submission date of such plans, the Owner may then proceed with the construction according to the plans submitted. The Building Committee shall not be entitled to any compensation for services performed pursuant to this Article VI.

Section 2. Exercises of Discretion by Building Committee. Whenever any approval or exercise of discretion by the Building Committee is called for by this Declaration, the Building Committee shall exercise its discretion reasonably in view of the general purposes of this Declaration, as set forth in Article I, and in view of any specific purposes or standards which govern the specific approval or exercise of discretion in question, as may be specified in the section or sections of this Declaration relating thereto. The Building Committee shall have no power to approve any plans that do not comply with the use and bulk restrictions set forth in Article III of this Declaration, nor shall it have any power to vary or alter any other term, condition, covenant, or restriction in this Declaration unless express authority therefor is granted by this Declaration.

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Section 3. Completion of work. Upon receipt of all approvals required pursuant to this Article, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the commencement and completion of all approved construction. If work is not substantially completed within one year of the date of such approval, or such longer period as the Building Committee may approve prior to the expiration of such one year upon a showing by the Owner that compliance with said one year limitation is not reasonably possible for reasons beyond said Owner's control, then the approval of the plans for such work shall terminate automatically without any further act by any person, and such Owner shall not commence or continue such construction without further approval of the Building Committee obtained in the manner of the initial approval as hereinabove provided. Failure to comply with the limitations set forth in this section shall constitute a breach of this Declaration and subject the defaulting party to all enforcement procedures set forth herein and any other remedies provided by law or equity. Furthermore, the Building Committee, at its discretion, may declare such uncompleted improvement to be a nuisance and shall have all remedies provided by law or in equity to abate such nuisance.

ARTICLE VII

Organization and Duties of Association

Section 1. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation and By-Laws which have been filed or will be filed by R & P Enterprises, Inc. The membership of the Association shall consist of one class of voting members, with each member having equal voting rights. The members of the Association shall consist of the Owners of Lots in Geiat Woods Subdivision, as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot.

Section 2. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Property, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in Article III and Article IV of this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

Section 3. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to

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the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Lots; provided, however, that any such amendment of this Declaration shall require prior written approval of the Declarant so long as Declarant own any Lots within Geist Woods Subdivision. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Hamilton County.

Section 4. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all Common Property. The Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Property against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such Common Property. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Owners, which bond shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses for Geist Woods Subdivision. All policies of insurance of the character described in this Section shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Declarant, any property manager, their respective employees and agents, or the Owners, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. All policies of insurance maintained by the Association pursuant to this Section shall provide such coverages and be in such amounts as may be required from time to time by FNMA. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

Section 5. Condemnation, Destruction. In the event that any of the Common Property shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Property condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Property or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Property; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owners' behalf, and

shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Property.

Section 6. Control of Association. During the development of Geist Woods, the Association shall be operated and controlled by Declarant. The Board of Directors shall consist of persons appointed by Declarant, and each Owner shall be deemed to have given to Declarant an irrevocable proxy to vote on any and all matters on which the Owners are entitled to vote under this Declaration or under the Articles of Incorporation or the By-Laws of the Association. The control of the Association shall be transferred to the Owners no later than the earlier of the following dates:

- (a) one hundred twenty (120) days after the date on which a total of fifty-six (56) Lots have been conveyed to Owners;
- (b) five years after the date on which the first Lot is conveyed to an Owner.

The irrevocable proxy in Declarant shall terminate as of the date of such transfer.

Section 7. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Property, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies on the Common Property, or to secure new hazard insurance coverage on the Common Property in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this Section 7 shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

ARTICLE VIII

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option and from time to time, may expand Geist Woods Subdivision to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a declaration imposing upon such section covenants substantially similar in form and substance to this Declaration. Declarant hereby covenants that the total number of Lots in Geist Woods Subdivision shall not exceed 74, and that no real estate shall be added thereto which is not within that described in Exhibit B.

Section 2. Time for Expansion. No additional sections shall be added after the date which is seven (7) years after the date on which the plat for Geist Woods - Section One was recorded.

Section 3. Future Improvements. The Streets, Sewage System, Drainage System, and utility lines and mains within each section shall be substantially constructed or installed

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prior to recordation of the plat and declaration for such section. All buildings, Streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Geist Woods Subdivision as of the date of this Declaration.

ARTICLE IX

Term

This Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of two-thirds of the Lots and the Mortgagees of at least two-thirds of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

ARTICLE X

Private Amenities and Services

The Streets and the Sewage System shall be owned and/or maintained by the Association, and shall not be dedicated to the public at any time, nor shall any public body or agency have any responsibility for any repairs, maintenance, or other work (including snow removal) upon the Streets or Sewage System.

ARTICLE XI

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. The Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, conditions, and restrictions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, conditions, and restrictions contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest. In addition, the provisions of Articles III and IV of this Declaration shall inure to the benefit of and be enforceable by the Plan Commission of the City of Noblesville, Indiana.

Section 3. Attorneys Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys fees of such successful

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party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of the Declarant, the Association, or any Owner to enforce any term, covenant, condition, or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant, condition, or restriction.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article V, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions of Article VII hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Article V; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

Section 9. Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants of Geist Woods Subdivision pertaining to the real estate hereby granted, which is recorded as Instrument No. \_\_\_\_\_, in the Office of the Recorder of Hamilton County, Indiana",

and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 10. Provision Against Merger. The Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the covenants contained herein shall not be merged into the title of the Declarant, regardless of whether

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the Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 11. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns any Lots within Geist Woods Subdivision; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

Section 12. Rights to Common Property. Title to all Common Property shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, a right of access to his Lot over the Streets, the right to the use of all Common Areas as parks or open spaces and the right of access thereto over the Streets, and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lot; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Property causes such an interference, the Association or any Owner shall have all rights and remedies provided in Section 14 of Article IV of this Declaration, or at law or in equity, for such interference.

IN WITNESS WHEREOF, R & P Enterprises, Inc. has executed this Declaration of Covenants of Geist Woods Subdivision this 19<sup>th</sup> day of October, 1983.

R & P ENTERPRISES, INC.

By: Talbot W. Denny  
(signature)

ATTEST:

Patricia A. A.K.A.  
(signature)

Talbot W. Denny, President  
(printed name and title)

PATRICIA A. A.K.A. Assistant Secretary  
(printed name and title)

STATE OF INDIANA )  
) SS:  
COUNTY OF MARION )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Talbot W. Denny and Patricia A. A.K.A., the Vice President and Assistant Secretary, respectively, of R & P Enterprises, Inc., whereupon each acknowledged that he executed the foregoing Declaration of Covenants of Geist Woods Subdivision on behalf of said corporation, and being duly sworn, each stated that he was duly authorized, by proper resolution of the Board of Directors of said corporation, to execute this instrument on behalf of said corporation, and that all

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corporate actions necessary for the execution of this instrument has been taken and done.

WITNESS my hand and notarial seal this 19<sup>th</sup> day of October, 1983.

Patricia Klumpner  
PATRICIA Klumpner, Notary Public

My Commission Expires:

Oct. 2 1987

My County of Residence:

Hamilton



This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

RECEIVED  
FURNACE RD  
19 11 1983  
RECORDER  
HAMILTON CO. IND.

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LEGAL DESCRIPTION

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Geist Woods - Section One

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60' to the beginning point of this description; thence North 49°04'15" West 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27'; thence North 15°55'45" East 8.00'; thence North 74°04'15" West 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East 24.00'; thence North 39°14'23" East 350.36'; thence South 89°46'05" East 121.80'; thence North 09°17'41" East 87.50'; thence South 80°42'19" East 100.00'; thence South 39°16'03" East 136.60'; thence South 49°04'15" East 50.00' to the afore-said centerline of Fall Creek Road; thence South 40°55'45" West along said centerline 496.00' to the point of beginning. Containing 3.55 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

Geist Woods - Section Two

A part of the Southwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section; thence North 89°23'57" East along the South line of said Quarter Section 301.38' feet to the centerline of Fall Creek Road as now located and established; thence North 40°55'45" East along said centerline 774.60'; thence North 49°04'15" West along the South line of Geist Woods Section One as recorded in the office of the Recorder of Hamilton County, Indiana, in Book Number 10, Pages 51, 52, and 53, 50.00' to the point of curvature of a curve to the left, said curve having a radius of 200.00' and a central angle of 25°00'00"; thence on and along said curve 87.27' to the beginning point of this description; thence North 15°55'45" East on and along the Westerly line of said Section One, 8.00'; thence North 74°04'15" West on and along said Westerly line 72.00' to the point of curvature of a curve to the right, said curve having a radius of 212.00' and a central angle of 29°00'00"; thence on and along said curve 107.30'; thence North 44°55'45" East on and along the Northerly line of said Section One 24.00'; thence North 39°14'23" East on and along said Northerly line 350.36'; thence leaving said Northerly line North 20°45'16" West 95.02'; thence North 17°15'04" West 25.48'; thence North 11°29'31" West 32.02'; thence North 45°19'36" West 100.00'; thence South 44°40'24" West 495.54'; thence South 45°19'36" East 106.19' to a point on a curve to the right, said curve having a radius of 173.00' and a central angle of 11°24'23"; thence on and along said curve 34.44'; thence South 45°19'36" East 117.79'; thence South 29°33'34" East 88.32'; thence South 60°39'43" East 117.07'; thence South 49°24'49" East 24.00'; thence North 40°35'11" East 108.33'; thence North 56°17'49" East 25.00' to the point of beginning of this description. Containing 3.36 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

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A Part of the Southwest Quarter of Section 9 and Part of the Northwest Quarter of Section 16 all in Township 17 North, Range 5 East in Hamilton County, Indiana and Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Southwest Quarter of said Section 9; Thence North 00 degrees 02 minutes 47 seconds West on and along the West line of said Southwest Quarter 582.60 feet. Thence North 44 degrees 40 minutes 24 seconds East 1,408.00 feet to a Point, said Point being South 44 degrees 40 minutes 24 seconds West 1.01 feet from the Southwest corner of Carefree Estates - Section One, the plat of which was recorded November 17, 1976 in Plat Book 6 on Pages 62 and 63 as Instrument #4880, in the Office of the Recorder of Hamilton County, Indiana; Thence South 23 degrees 48 minutes 55 seconds West 31.50 feet; Thence South 10 degrees 21 minutes 57 seconds East 89.80 feet; Thence South 66 degrees 47 minutes 17 seconds West 62.19 feet; Thence South 07 degrees 19 minutes 15 seconds West 29.02 feet; Thence South 42 degrees 16 minutes 03 seconds East 159.63 feet; Thence North 17 degrees 41 minutes 50 seconds East 86.16 feet; Thence North 48 degrees 38 minutes 19 seconds East 42.79 feet; Thence South 89 degrees 44 minutes 56 seconds East 91.77 feet; Thence South 40 degrees 46 minutes 11 seconds West 68.82 feet; Thence South 67 degrees 21 minutes 11 seconds East 65.49 feet; Thence South 44 degrees 50 minutes 44 seconds East 45.97 feet; Thence North 85 degrees 14 minutes 19 seconds East 55.94 feet; Thence South 17 degrees 37 minutes 41 seconds East 56.66 feet; Thence South 40 degrees 48 minutes 33 seconds East 47.45 feet; Thence North 49 degrees 47 minutes 28 seconds East 40.98 feet; to a Point which lies on a contour line of 825.00 feet above mean sea level, United States Coast and Geodetic Survey, 1929 Datum, said point also being on the Southerly line of said Carefree Estates - Section One; Thence South 39 degrees 36 minutes 30 seconds East on and along said Southerly line 45.30 feet to the Southeast corner of said Carefree Estates - Section One; said point also being on the Center Line of Fall Creek Road as located November, 1981, said point lies on a curve having a radius of 1909.86 feet the radius point of which bears South 39 degrees 36 minutes 30 seconds East; Thence Southwesterly along said curve and along said center line 315.42 feet to a point which bears North 49 degrees 04 minutes 15 seconds West from said Radius Point; Thence South 40 degrees 55 minutes 45 seconds West on and along said center line 1270.60 feet to a point on the North Line of the Northwest Quarter of said Section 16, said Point bears North 89 degrees 23 minutes 57 seconds East 301.38 feet from the Point of Beginning; Thence continue along said center line South 40 degrees 55 minutes 45 seconds West 132.51 feet; Thence North 65 degrees 41 minutes 30 seconds West 235.44 feet to the Point of Beginning, Containing 21.01 acres more or less and Subject to all legal highways, right-of-way and easements of record.

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PARCEL II

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ALSO: A Part of the Southwest Quarter of Section 9 in Township 17 North, Range 5 East in Hamilton County, Indiana more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of said Section 9; Thence North 00 degrees 02 minutes 47 seconds West on and along the West line of said Southwest Quarter 582.60 feet; Thence North 44 degrees 40 minutes 24 seconds East 1,406.00 feet to the beginning point of this description. Thence South 23 degrees 48 minutes 35 seconds West 51.50 feet; Thence South 10 degrees 21 minutes 57 seconds East 89.80 feet; Thence South 66 degrees 47 minutes 17 seconds West 62.19 feet; Thence South 07 degrees 19 minutes 15 seconds West 29.02 feet; Thence South 42 degrees 16 minutes 03 seconds East 159.63 feet; Thence North 17 degrees 41 minutes 50 seconds East 86.16 feet; Thence North 48 degrees 38 minutes 19 seconds East 42.79 feet; Thence South 89 degrees 44 minutes 56 seconds East 91.77 feet; Thence South 40 degrees 46 minutes 11 seconds West 68.82 feet; Thence South 67 degrees 21 minutes 11 seconds East 65.49 feet; Thence South 44 degrees 50 minutes 44 seconds 45.97 feet; Thence North 85 degrees 14 minutes 19 seconds East 55.94 feet; Thence South 17 degrees 37 minutes 41 seconds East 56.66 feet; Thence South 40 degrees 48 minutes 33 seconds East 47.45 feet; Thence North 49 degrees 47 minutes 28 seconds East 40.98 feet to a point on the Southerly line of Carefree Estates - Section One, the Plat of which was recorded November 17, 1976 in Plat Book 6 on Pages 62 and 63 as Instrument #4880 in the Office of the Recorder of Hamilton County, Indiana, said point also lines on a contour line of 825.00 feet above mean sea level, United States Coast and Geodetic Survey, 1929 Datum, Thence Northwesterly along said 825.00 foot contour line as shown on said Carefree Estates - Section one plat, to the Southwest corner of said Carefree Estate - Section One; Thence South 44 degrees 40 minutes 24 seconds West 1.01 to the Point of Beginning, containing 0.6 acres, more or less and subject to all legal Highways, Right-of-Way and Easements of record.

This Instrument Recorded Dec 19 1983  
MARY L CLARK, RECORDER, HAMILTON COUNTY, IND.

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EXHIBIT B