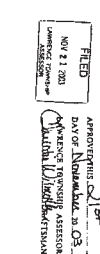
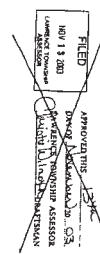




03702311

The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

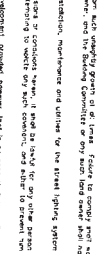
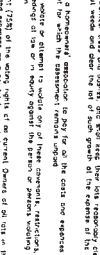
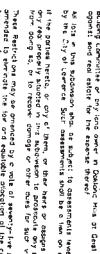


The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

11587574180  
[Text continues with a detailed legal declaration regarding the accuracy of the information provided.]



The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

The undersigned hereby certifies that to the best of my professional knowledge, information and belief the within and foregoing represents a true and correct statement of the facts... [Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

11587574180  
[Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

11587574180  
[Text continues with a detailed legal declaration regarding the accuracy of the information provided.]

I, the undersigned, hereby certify that to the best of my professional knowledge, information and belief the within plat accurately represents a survey performed under my supervision of the following described real estate

Part of the West Half of the Northeast Quarter of Section 33, and part of the Southeast Quarter of Section 28, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows

Commencing at the Southwest corner of the Northeast Quarter of said Section 33, thence along the South line thereof, North 89 degrees 57 minutes 10 seconds East (assumed bearing) 1166.65 feet to the Southwest corner of a tract of land as described in Instrument #89-18418 as recorded in the Office of the Recorder of Marion County, Indiana (the next two courses are along the Westerly and Northernly line of said Quarter of said Section 33, thence along said East line and the east line of Oakland Hills at Geist - Section Four, the plat of which is recorded as Instrument #93-30759 in the Office of the Recorder of Marion County (the next five courses are along the east and north lines of said plot), (1) North 00 degrees 53 minutes 17 seconds East 409.23 feet, (2) thence North 89 degrees 06 minutes 43 seconds West 2.32 feet to the POINT OF BEGINNING which point lies on the west line of River Oaks at Geist, Section II, Phase II, the plot of which is recorded as Instrument #91-108251 in said Recorder's Office, (3) thence continuing North 89 degrees 06 corner of said Oakland Hills at Geist - Section Four and the Southeast corner of Tract 70 as described in Instrument #2003-0108293 in said Recorder's Office (the next two courses are along the South and West boundaries of Parcel No 87 in Exhibit "A" of Instrument No 1999-227614 in said Recorder's Office (2) thence North 00 degrees 53 minutes 17 seconds East 305.78 feet to a corner on the South and West boundary of Parcel No 87 in Exhibit "A" of Instrument No 1999-227614 in said Recorder's Office (3) thence North 05 degrees 07 minutes 27 seconds East 227.06 feet, (4) thence North 12 degrees 20 minutes 08 seconds East 137.38 feet to an Eastern corner of Parcel No 86 of Exhibit "A" of said Instrument No 1999-227614 (the next two courses are along a Southern boundary of said Parcel No 86), (1) thence North 64 degrees 05 minutes 51 seconds West 55.66 feet to a curve having a radius of 150.00 feet, the radius point of which bears South 25 degrees 54 minutes 09 seconds West, (2) thence Northwesterly along said curve 16.00 feet to the Northeast corner of Lot 208 in Oakland Hills at Geist Section Six, as per Secondary Plat thereof recorded March 27, 2002 as Instrument 020057586 in said Recorder's Office, which point bears North 19 degrees 47 minutes 25 seconds East from said radius point, thence continue Northwesterly along the North line of said Lot 208 and along said curve, 15.37 feet to a point which bears North 13 degrees 55 minutes 03 seconds East from said radius point, thence North 13 degrees 55 minutes 03 seconds East 80.00 feet, thence North 50 degrees 54 minutes 28 seconds East 263.77 feet to the Northwest corner of Tract 78 as described in Instrument No 2003-108292, in said Recorder's Office, thence South 89 degrees 02 minutes 58 seconds East along the North line of said Tract 78 a distance of 120.00 feet to the Northernly extension of the West boundary of River Oaks at Geist Section I, as per plat thereof recorded at Instrument 88-52108 in said Recorder's Office, thence along said Northernly extension and along the West boundary of River Oaks at Geist Section I, Section II Phase I, and Section II Phase II, South 00 degrees 57 minutes 01 seconds West 204.04 feet to the Point of Beginning, containing 14.551 acres, more or less

This subdivision consists of 31 lots numbered 220 through 250, inclusive, streets and easements as shown within. The size of the lots, streets, and easements are shown in figures denoting feet and decimal parts thereof

This plat is based upon a boundary survey of the within described real estate performed by this firm, recorded as instrument #020 243910 in the Office of the Recorder of Marion County, Indiana. There have been no changes from the matters of survey revealed by said boundary survey, or any prior subdivision plats contained therein, on any lines that are common with the within plat

Witnessed my signature and seal this 4th day of November, 2003

Dennis K. Singer  
DENNIS K. SINGER, R.L.S. #50470



FILED NOV 13 2003 LAWRENCE TOWNSHIP ASSESSOR

APPROVED THIS 13th DAY OF NOVEMBER 2003 LAWRENCE TOWNSHIP ASSESSOR

FILED NOV 21 2003 LAWRENCE TOWNSHIP ASSESSOR

APPROVED THIS 21st DAY OF NOVEMBER 2003 LAWRENCE TOWNSHIP ASSESSOR

PLAT RESTRICTIONS

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

This subdivision shall be known and designated as OAKLAND HILLS AT GEIST - SECTION SEVEN an addition to Marion County, Indiana

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

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

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

Residential Setback Requirements

- A. In general - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein
- B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road
- C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development
- D. Side Yards - The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot
- E. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line

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

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

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

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

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

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

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

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

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

Fencing - No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property

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

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

Livestock and Poultry No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance

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

Maintenance of Lots and Improvements All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and, specifically, exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly

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

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

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

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

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

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

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

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

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

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

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

STATE OF INDIANA }  
COUNTY OF MARION } SS

Dated this 10 day of November 2003

Personally appeared before me the undersigned, a Notary Public, in and for said County and State, Dawson Development Company, L.P. by Lawrence S Dawson and acknowledged execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed

DAWSON DEVELOPMENT COMPANY, L.P

Witness my hand and seal this 10th day of November 2003

By: [Signature]  
Lawrence S Dawson



[Signature]  
Julie Labouret, Notary Public

My Commission Expires

County of Residence

Sept. 10, 2010

Marion

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission, provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control Ordinance, 58-AO-13, as amended, or any conditions attached to approval of this plat by the Plat Committee.

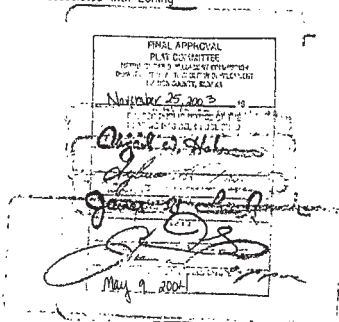
No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 9 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer construction approved by the Department of Capital Asset Management and the requirements of all sanitary sewer construction permits for this plat issued by said Department. Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the owners' real estate in which the easement and right-of-way is granted without express written permission, which when duly recorded, shall run with the real estate The Department, and its agents, shall have the right to ingress and egress, for temporary periods only, over the owners' real estate adjoining said easement and right-of-way when necessary to construct, repair or maintain sanitary sewer facilities

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Capital Asset Management of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department

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

All lots in this subdivision shall be subject to any restrictions which may have been placed upon the property through rezoning, approval or variance petitions associated with Zoning Case No 92-2-87 (92-DP-6)



DEVELOPER:  
DAWSON DEVELOPMENT, INC.  
11011 RAVENNA WAY  
Indianapolis, IN 46236  
(317) 823-0107

SURVEYOR:  
PAUL I CRIFE, INC.  
7172 Graham Road  
Indianapolis, IN 46250  
(317) 842-6777

03022311

REC'D - RECORDS  
23 NOV 25 AM 10:46  
MARION COUNTY - REC'D

**FILED**  
FEB 22 2005  
**LAWRENCE TOWNSHIP ASSESSOR**

**CORRECTION CERTIFICATE**  
**Oakland Hills at Geist - Section Seven**

MARSHA A. WOLACKS  
567057 FEB 23 2005  
SUBJECT: [illegible]

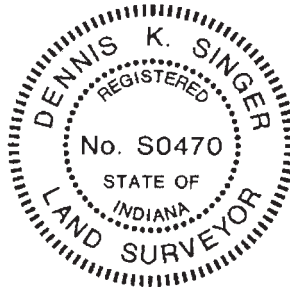
I, the undersigned, hereby certify that the Secondary Plat of Oakland Hills at Geist – Section Seven, recorded November 25, 2003 as Instrument No. 030252541 in the Office of the Recorder of Marion County, Indiana, was prepared under my supervision and certified by me.

By error of the scrivener, certain Flood Zone delineations required by the Flood Control District Zoning Ordinance of Marion County were omitted and/or incorrectly labeled across Lots 234 through 236, inclusive, on said plat.

To correct said error, the portion of said plat containing Lots 234 through 236, inclusive, shall be revised to show the Flood Zone delineations and labels as depicted on Exhibit "A" attached herewith and incorporated herein by reference.

Witness my signature and seal this 4<sup>th</sup> day of October, 2004.

  
Dennis K. Singer, RLS #S0470

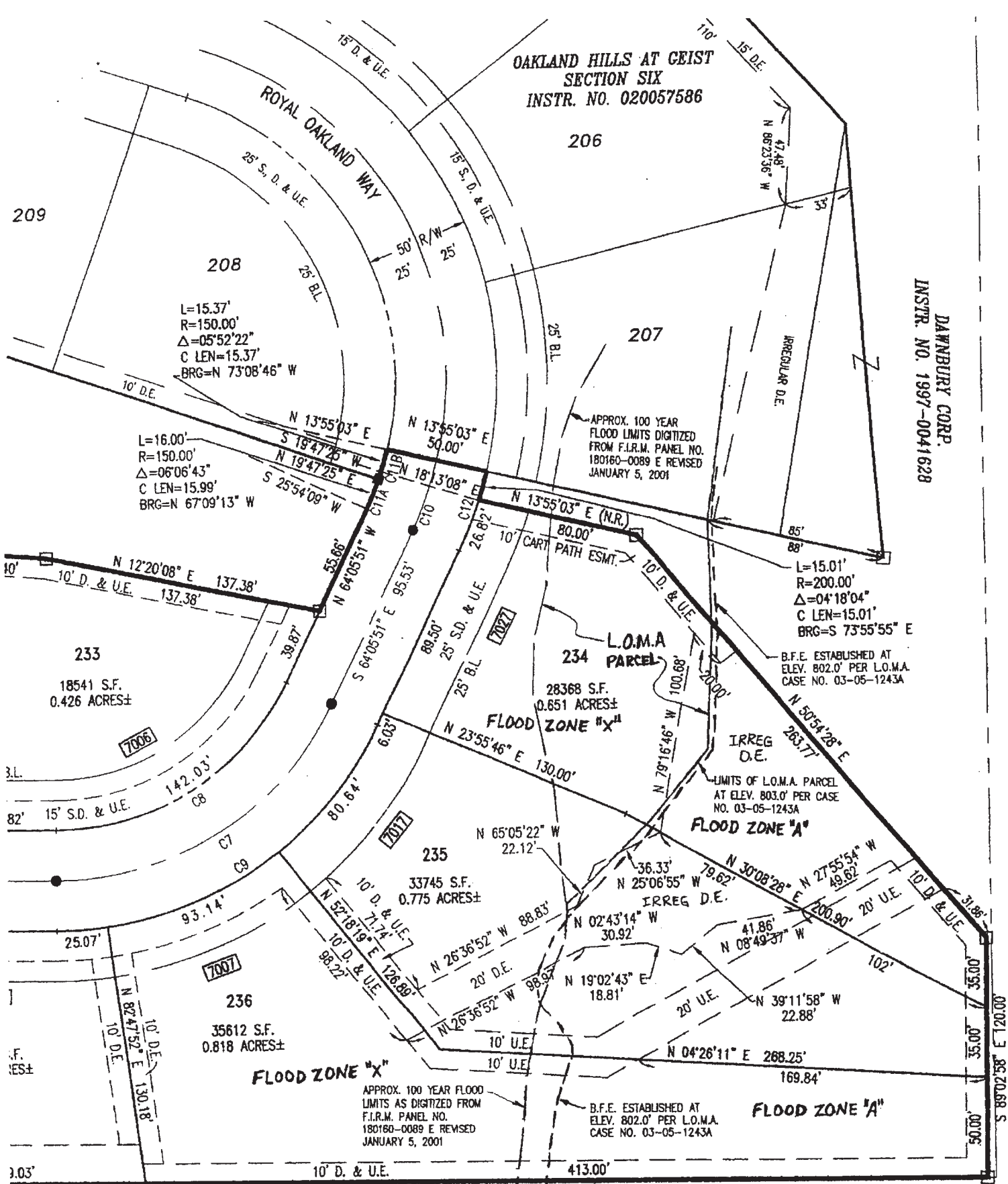


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This Instrument prepared by Dennis K. Singer, RLS #S0470, of Paul I. Cripe, Inc.

OAKLAND HILLS AT GEIST  
SECTION SIX  
INSTR. NO. 020057586

DANBURY CORP.  
INSTR. NO. 1997-0041628



1" = 60'

EXHIBIT "A"