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**REVISED DECLARATION OF COVENANTS
AND
RESTRICTIONS
RIVER OAKS AT GEIST, SECTION I & II**

This Declaration, made this 2nd day of October, 2000, by River Oaks at Geist Homeowner's Association, Inc., an Indiana Corporation ("Declarant").

WITNESSETH:

- A. Declarant is the successor in interest to Adams & Marshall Oaklandon, Inc. under the original Declaration of Covenants and Restrictions, River Oaks at Geist, Section One which were executed May 31, 1988 and recorded on June 1, 1988 under instrument # 88-52107 in The Marion County Recorder's office ("Original Declaration of Covenants") and Section Two which were executed June 14, 1991 and recorded on June 18, 1991 under instrument # 91-59488.
- B. Declarant desires to provide for the preservation and enhancement of the Property values in River Oaks At Geist- Section 1 & 2 and to this end desires to subject such Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and complement of the lands in the Property and the future owners thereof.
- C. This Revised Declaration of Covenants and Restrictions are enacted pursuant to paragraph 30 of the Original Declaration of Covenants and pursuant to majority vote of those persons who are presently Owners of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Property or any part or parts thereof.

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

a. "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its right under this Declaration

b. "Declarant" means River Oaks at Geist Homeowner's Association, Inc., its successors and assigns to its interest, as designated by

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it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

c. River Oaks At Geist- Section 1 & 2 means the name of the Declarant's subdivision of which the Property is a part thereof.

d. "Property" means the real estate described on the recorded plat and subdivision or subdivided lots in conjunction with The Original Declaration of Covenants.

e. "Restrictions" means the covenants, conditions, easements, restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.

f. "Lot" shall mean and refer to any and each plot of land included in the Property designed and intended for use as a building site for a Home, and identified as a lot on any recorded subdivision plat of the Property or any part thereof (including the Initial Plat).

g. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

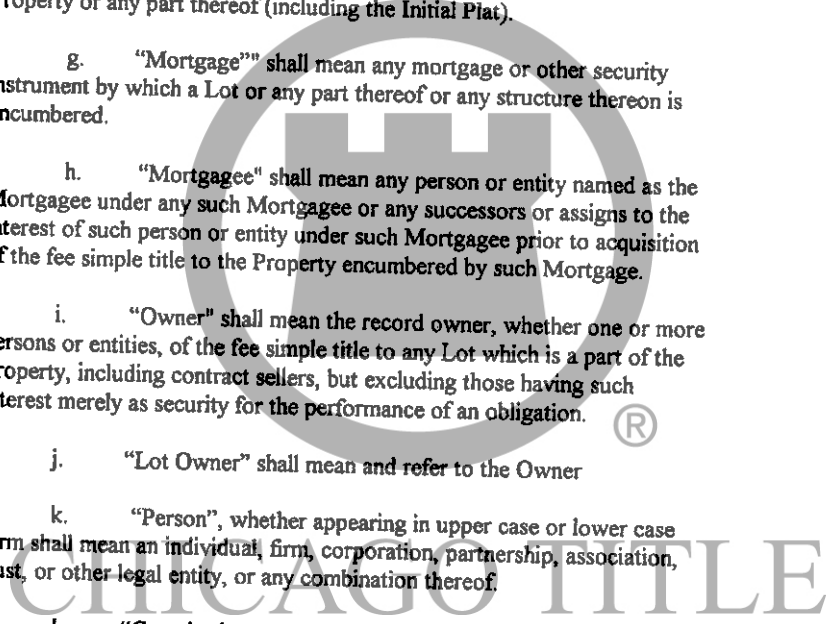
h. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage prior to acquisition of the fee simple title to the Property encumbered by such Mortgage.

i. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. ®

j. "Lot Owner" shall mean and refer to the Owner

k. "Person", whether appearing in upper case or lower case form shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

l. "Constitution and By-Laws" means the Constitution and By-Laws of River Oaks at Geist Homeowner's Association, Inc., including any amendments.



2. Declaration. Declarant hereby expressly declares that the Property Real Estate shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. As of the date of execution of this Declaration, the Property Real Estate consists solely of the Real Estate. The owner of any Lot at any time within the Real Estate subject to this Declaration, by (I) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (II) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of Declarant, Owners and subsequent Owners of each of the Lots affected by this Declaration, with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to keep, observe, perform and comply with the terms and provisions of this Declaration as well as the Constitution and By-Laws which are incorporated by reference herein.

3. Plans, Specifications and Locations of Buildings. No building or structure of any kind, including additions, alterations, fences, screens and walls, shall be erected or altered on the Property until the plans and specifications, locations and plot plan thereof, in detail and to scale, have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and all location of all construction shall be in compliance with all applicable regulatory rules, codes and orders including, without limitation, the building, plumbing and electrical requirements. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects or code compliance in such plans or specifications or in any building or structure erected to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan drawn to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole and absolute discretion of Declarant.

All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained by the Owner as landscaped areas and shall be maintained by the Owner to the pavement edge of any abutting streets.

Declarant shall have the right to exercise its rights hereunder by and through the Architectural/Real Estate Review Committee as set forth in Article VII, Section 3 of the Constitution and By-Laws or in any other reasonable manner.

4. Use Restrictions. The Property shall be used for residential purposes only and subdivided lots are limited to one (1) single family dwelling, with private attached garage and other such structures as are usual and customary to the use of residential lot; provided, however, there shall be no sheds, barns or other detached storage buildings of any kind within the Property unless approved in writing by Declarant in Declarant's sole and absolute discretion.

a. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuilding or temporary structure which may be constructed upon a Lot under this Declaration shall be used as a residence or dwelling house or place for human occupancy or habitation.

5. Utility and Drainage Easements. There is hereby reserved to Declarant for the purpose of installing and maintaining municipal, public and quasi-public utility facilities and for such other purposes incidental to the development of the Property, from the date of this instrument by the Declarant, perpetual easements, to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas lines, electric lines, communication lines (which shall include cable TV), and such other further public and quasi-public service facilities as Declarant may deem necessary or appropriate, in its sole and absolute discretion. Owners of the Property shall take title subject to the easements hereby created. No temporary or permanent structure of any kind (or part thereof) shall be built, erected or maintained on said easements.

6. Drainage Easements. The areas on the Property designated as drainage easements are hereby reserved for the city of Lawrence and the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Owners of the Property shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent or temporary structures of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Owners of the lots of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said lot for the upstream or downstream affected by such use. Any proper agency or department of Public Works is hereby given the right to perform such maintenance as may be necessary to protect that easement and servitude rights.

7. Compliance with Drainage Plan. It shall be the responsibility of the Owners to comply at all times with the provisions of the Drainage Plan as approved for the plat by the Department of Public Works of the city of Indianapolis and the City of Lawrence and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with Department of Public Works and Federal Housing Administration Lot Grading regulations and recommendations or construction of any building area including basement or lower levels of multilevel homes below the minimum pad elevations shown on the drainage plan, shall operate as a waiver and release of the Declarant, his engineer and agents from all liability as to damage caused by storm waters or storm drainage. Further, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other lots contained within the plat, upstream and downstream. It shall be the responsibility of the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across from, and to such areas shall not be impeded, diverted or accelerated.

All improvements and structures erected by any owner on the Property must conform to the site elevations shown on the plat and plans submitted by Declarant to D.M.D., and no construction or work by any Owner shall alter, impair, or interfere with drainage plans prepared by Declarant.

8. Dedication of Streets. The streets on the Property as shown on the plat are hereby dedicated to the public.

9. Signs. No billboards or advertising signs of any character shall be exhibited in any way on, above or at the Property or any part thereof or within any improvement thereon without the written approval of Declarant, except any professional sign of six (6) square feet or less advertising the lot for sale or rent.

10. Setback Lines. Front building setback lines are hereby established as shown on the plat. No buildings shall be erected or maintained between the established setback lines and the Property lines on the streets. Notwithstanding the regulations of the D-3 zoning ordinance, the minimum rear yard for any lot within this subdivision shall be twenty (20) feet, and the minimum side yard of each lot or the combined lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both side yards shall not be less than sixteen (16) feet, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots other than the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or Owners, and the drainage easements or utility easements which may separate those

lots are not used to provide drainage or utility services to any area other than the lots commonly owned, then those easements on the boundary line between the two lots shall be waived for so long as the lots are owned by the same owner or owners.

11. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant, in Declarant's sole and absolute discretion. No outside antennae, poles, masts, solar structures, disks, or panels, or towers shall be permitted unless approved in writing by Declarant in its sole and absolute discretion.
12. Accessory or Temporary Buildings. No tents and no accessory or temporary buildings or structures of any kind shall be permitted unless approved in writing by Declarant in its sole and absolute discretion.
13. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground or placed in walled-in or adjacent properties. Any stationary air conditioning units must be similarly walled-in, screened or appropriately landscaped.
14. Maintenance of Premises. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lots, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the refuse from the Property at the expense of the owner, and there shall be a lien against said Property for the expenses thereof.
15. Nuisances. No Nuisance shall be permitted to exist or operate on the Property.
16. Site Visibility. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same line limitations shall apply to any lot within ten (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 intersections unless the foliage is maintained at sufficient height to prevent obstruction of sight lines. Fencing shall be permitted only in rear yards unless approved by Declarant in writing in its sole and absolute discretion.

17. Boats, Trucks, Etc. No boats, campers, trailers of any kind, recreational vehicles or industrial commercial vehicles, specifically including any large trucks or construction equipment, or vehicles used solely for commercial purposes, shall be permitted to park on the Property or the street adjacent to the Property for more than four (4) hours unless fully enclosed inside a building without first obtaining written approval of the Declarant. Declarant, in its sole discretion, shall have the right to withhold such approval.

18. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.

19. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

20. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the Property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

21. Garages and Driveways. Each single family residence constructed upon any lot within this subdivision shall include at least a two (2) car attached garage and the means of ingress and egress to said garage shall be over a hard surface driveway.

22. Lot Access. All lots within the Property shall be accessed from the interior streets of the subdivision. No access is permitted from Oaklandon Road.

23. Vehicles Repair and Storage. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within the garage permitted to be constructed by these covenants, conditions and restrictions.

24. Living Area Requirements. Every single family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area, exclusive of open porches, basements and attached garages, of thirteen hundred fifty (1,350) square feet, unless approved in writing by Declarant in its sole discretion, it being understood and agreed that Declarant, in its sole judgement, may vary or reduce the living area requirements. In the case of a structure of more than one story, at least nine hundred (900) square feet of required minimum living area shall be on the first floor of the lower set of floors of the home, exclusive of the basement, unless approved in writing by Declarant in its sole discretion.

25. Building Height Maximum. No home shall exceed two and one-half stories or thirty-five (35) feet in height.

26. Sidewalks. Each lot shall be serviced by a four (4) foot concrete walk as required by the Plat Committee on the portion of the lot with street frontage. Sidewalk to be installed by the builder at the time the home is built and included in the purchase price of the home and lot. If the home is completed in winter then the sidewalk shall be installed no later than April 30th of the following Spring, unless approved in writing by Declarant in its sole discretion. Sidewalks shall be installed in a manner so as to be uniform throughout the Property.

27. Construction Method.

a. No owner shall undertake or permit any work outside of the Property owned by the Owner without prior written consent of Declarant, including, without limitation, the storage of materials or the parking of construction vehicles outside the Property owned by the Owner.

b. No work by or on behalf of Owner shall interfere with or impair the work by Declarant in the subdivision.

c. Any damage caused by Owner during the course of construction, including, without limitation, damage to drainage courses, streets or curbs, shall be repaired by such Owner immediately, at such Owners sole cost and expense.

d. The Declarant may inspect work being performed to assure compliance with this Declaration.

e. Any restoration or repair of the exterior of a Home, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance with this Declaration and the original plans and specifications for the same, unless other action is approved by the Declarant.

f. Every building whose construction or placement on any Lot of the Property is begun shall be completed nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

- g. All structures constructed or placed on any Lot in the Property shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.
- h. No temporary house or garage shall be placed or erected on any Lot.
- i. No mobile or preconstructed home shall be placed or erected on any Lot.
- j. Declarant may grant reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration and no variance or adjustments shall be granted' which is materially detrimental or injurious to other Lots.
- k. Declarant shall have the right to exercise its rights hereunder by and through the Architectural/Real Estate Review Committee as set forth in Article VII, Section 3 of the Constitution and By-Laws or in any other reasonable manner.
- l. Any improvement or remodeling by an Owner shall be completed within Ninety (90) days unless written approval for work of a longer duration is granted by the Declarant.

28. **Enforcement.** Any owner, or Declarant, shall have the right (but not the obligation) to enforce by a proceeding at law or in equity, all restrictions, conditions or covenants imposed by this Declaration. In no event shall Declarant be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In the event that Declarant shall deem necessary to enforce the restriction, the Owner shall pay to Declarant reasonable attorneys' fees and court costs if Declarant shall prevail in said litigation.

29. **Duration.** The foregoing covenants and restrictions and any amendments thereto, are for the mutual benefit and protection of all present and future owners of the Property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until the year 2010, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the Owners of the Property.

30. Severability. Every one of the restrictions is hereby decreed to be independent of, and severable from, the rest of the restrictions, and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.
31. Right to Amend. The Declarant, his successors and assigns forever reserves the right to amend any of the above contained restrictions so long as said amendments are approved by a majority vote of the then existing owners of the Property lots encumbered by the restrictions herein. Any such amendment shall be effective upon the execution of same Declarant herein and the filing of the same among the public records of Marion County, Indiana.
32. Rights of the Metropolitan Development Commission. 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-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.
33. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Home or Lot may be leased for a period of less than 90 days. Other than the foregoing, there shall be no restrictions on the right of any owner to lease his Home.
34. Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any Lot or Lots without the prior written approval of the Declarant.
35. Other Restrictions. The Property shall be subject to the easements,[®] restrictions and limitations of record, and to all Governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.
36. Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Property shall fail to maintain it's Lot and any improvements situated thereon in accordance with the provisions of this Declaration, Declarant shall have the right, but not the obligation, by and through their 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 this Declaration. The Declarant or its agents, employees, or contractors shall not be liable for any damage which may result from any maintenance work performed hereunder. Declarant shall have the right to assess the Owner for any cost associated with such maintenance pursuant to paragraph 40 below.

37. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

38. Construction. In the event of an apparent conflict between this Declaration and any other document, the provisions of this Declaration shall govern.

39. Language Conflicts. In the event of a conflict in language or intent of purpose involving this declaration with any other document, excluding governmental bodies, this declaration shall rule superior and all judgements shall be in favor of this declaration.

40. Assessments. Assessments as determined by the Directors or Officers of the River Oaks at Geist Homeowner's Association, Inc. in their sole and absolute discretion, shall be paid by each Lot Owner within thirty (30) days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments as referenced in Article IV of The Constitution and By-Laws. Assessments shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Declarant through its officers or directors or any individual Property Owner subject to these covenants. By acceptance of deed of title to any Property governed hereby, the grantee consents to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorneys' fees.

41. Dues. Association annual dues as determined by the Directors or Officers of the River Oaks at Geist Homeowner's Association, Inc. and approved by at least a quorum of the Lot Owners, shall be paid by each Lot Owner within thirty (30) days from the date of billing, and there shall be a late charge of 2 % per month on all delinquent payments as referenced in Article IV of The Constitution and By-Laws. Dues shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Declarant through it's officers or directors or any individual Property Owner subject to these covenants. By acceptance of deed of title to any property governed hereby, the grantee consents to the lien for dues and its enforcement provisions, together with the costs of collection, including reasonable attorneys' fees.

In Testimony Whereof, witness the signature of the Declarant this 18th day of December, 2000.

RIVER OAKS AT GEIST HOMEOWNER'S ASSOCIATION, INC.

By: William R. Gary White
William R. Gary White, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

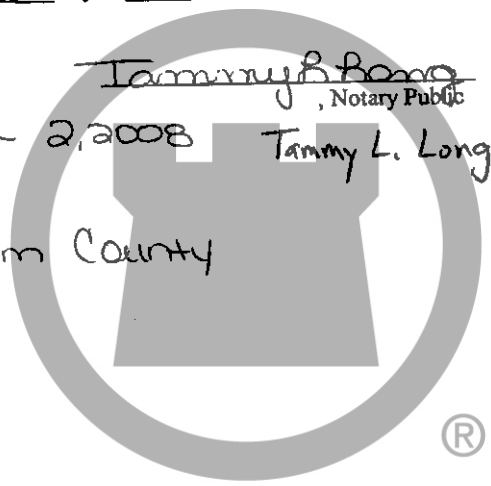
Before me, the undersigned, a Notary Public in and for Marion County, State of Indiana, personally appeared the above and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed.

Witness my hand and seal this 18 day of December, 2000.

Tammy L. Long
, Notary Public

My Commission Expires: October 2, 2008 Tammy L. Long

My County of Residence: Putnam County



CHICAGO TITLE

No Changes past this point*****

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JOHN B. VON ARY
RECORDER
JUN 18 10 15 636
RECORDED FOR

DECLARATION OF COVENANTS

AND

RESTRICTIONS

RIVER OAKS AT GEIST, SECTION TWO

150/12

This Declaration, made this 14th day of June, 1991,
by Adams & Marshall Oaklandon, Inc., an Indiana Corporation.

WITNESSETH:

- A. Declarant is the sole owner of the fee simple title to the real estate in Marion County, Indiana, more particularly described in the plat attached hereto and incorporated herein by this reference.
- B. Declarant desires to provide for the preservation and enhancement of the property values in River Oaks At Geist - Section Two and to this end desires to subject such Property to the covenants, restrictions and easements set forth herein, each and all of which is and are for the benefit and complement of the lands in the Property and the future owners thereof.
- C. Declarant desires to plat and subdivide the Property described in the plat attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the lands in the Property as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Property or any part or parts thereof.

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

RECORDED
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- a. "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration.
- b. "Declarant" means Adams & Marshall Oaklandon, Inc., its successors and assigns to its interest, as designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the Property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).
- c. River Oaks At Geist - Section Two means the name of the Declarant's subdivision of which the Property is a part thereof.
- d. "Owner" means every person or persons or entity or entities who is the record Owner of a fee or undivided fee interest in a part of the Property, their heirs, successors, legal representatives or assignee.
- e. "Property" means the real estate described on the recorded plat and subdivision or subdivided lots.

FILED
JUN 14 1991
LAWRENCE TOWNSHIP
ASSESSOR

APPROVED
DMD-DDS BY: *DSC*

6-18-91

- f. "Restrictions" means the covenants, conditions, easements, restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.
2. **Declaration.** Declarant hereby expressly declares that the Property shall be and is hereby held, transferred, sold, conveyed and occupied subject to the Restrictions.
3. **Plans, Specifications and Locations of Buildings.** No building or structure of any kind, including additions, alterations, fences, screens and walls, shall be erected or altered on the Property until the plans and specifications, locations and plot plan thereof, in detail and to scale, have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory rules, codes and orders including, without limitation, the building, plumbing and electrical requirements. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects or code compliance in such plans or specifications or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan drawn to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole and absolute discretion of Declarant.

All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained by the Owner as landscaped areas and shall be maintained by the Owner to the pavement edge of any abutting streets.

4. **Use Restrictions.** The Property shall be used for residential purposes only and subdivided lots are limited to one (1) single family dwelling, with private attached garage and other such structures as are usual and customary to the use of a residential lot; provided, however, there shall be no sheds, barns or other detached storage buildings of any kind within the Property unless approved in writing by Declarant in Declarant's sole and absolute discretion. ®
5. **Utility and Drainage Easements.** There is hereby reserved to Declarant for the purpose of installing and maintaining municipal, public and quasi-public utility facilities and for such other purposes incidental to the development of the property, from the date of this instrument by the Declarant, perpetual easements, to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas lines, electric lines, communication lines (which shall include cable TV), and such other further public and quasi-public service facilities as Declarant may deem necessary or appropriate, in its sole and absolute discretion. Owners of the Property shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and easements hereby created. No temporary or permanent structure of any kind (or part thereof) shall be built, erected or maintained on said easements.
6. **Drainage Easements.** The areas on the Property designated as drainage easements are hereby reserved for the City of Lawrence and the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Owners of the Property shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements

hereby created, and no permanent or temporary structures of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Owners of the lots of the areas enclosed within the drainage easements to such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said lot for the upstream or downstream affected by such use. Any proper agency or department of the City of Lawrence and the Indianapolis Department of Public Works is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

7. Compliance with Drainage Plan. It shall be the responsibility of the Owners to comply at all times with the provisions of the Drainage Plan as approved for the plat by the Department of Public Works of the City of Indianapolis and the City of Lawrence and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with Department of Public Works and Federal Housing Administration Lot Grading regulations and recommendations or construction of any building area including basement or lower levels of multilevel homes below the minimum pad elevations shown on the drainage plan, shall operate from all liability as to damage caused by storm waters or storm drainage. Further, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other lots contained within the plat, upstream and downstream. It shall be the responsibility of the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded diverted or accelerated.

All improvements and structures erected by any Owner on the Property must conform to the site elevations shown on the plat and the plans submitted by Declarant to D.M.D., and no construction or work by any Owner shall alter, impair or interfere with drainage plans prepared by Declarant.

8. Dedication of Streets. The streets on the Property as shown on the plat are hereby dedicated to the public.
9. Signs. No billboards or advertising signs of any character shall be exhibited in any way on, above or at the Property or any part thereof or on or within any improvement thereon without the written approval of Declarant, except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the lot for sale or rent.
10. Setback Lines. Front building setback lines are hereby established as shown on the plat. No buildings shall be erected or maintained between the established setback lines and the property lines on the streets. Notwithstanding the regulations of the D-3 zoning ordinance, the minimum rear yard for any lot within this subdivision shall be twenty (20) feet, and the minimum side yard of each lot or the combined lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both side yards shall not be less than sixteen (16) feet, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots other than the lots owned by the common Owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lot, under common

ownership. Where adjoining lots are owned by the same Owner or Owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility services to any area other than the lots commonly owned, then those easements on the boundary line between the two lots shall be waived for so long as the lots are owned by the same Owner or Owners.

11. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant, in Declarant's sole and absolute discretion. No outside antennas, poles, masts, solar structures, disks, or panels, or towers shall be permitted unless approved in writing by Declarant in its sole and absolute discretion.
12. Accessory or Temporary Buildings. No tents and no accessory or temporary buildings or structures of any kind shall be permitted unless approved in writing by Declarant in its sole and absolute discretion.
13. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground or placed in walled-in or adjacent properties. Any stationary air conditioning units must be similarly walled-in, screened or appropriately landscaped.
14. Maintenance of Premises. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lots, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the refuse from the Property at the expense of the Owner and there shall be a lien against said Property for the expense thereof.
15. Nuisances. No nuisance shall be permitted to exist or operate upon the Property.
16. Site Visibility. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Fencing shall be permitted only in rear yards unless approved by Declarant in writing in its sole and absolute discretion.
17. Boats, Trucks, Etc. No boats, campers, trailers or any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than four (4) hours unless fully enclosed inside a building.
18. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.
19. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

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20. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the Property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their Owners and must not become a nuisance to other residents.
21. Garages and Driveways. Each single family residence constructed upon any lot within this subdivision shall include at least a two (2) car attached garage and the means of ingress and egress to said garage shall be over a hard surface driveway.
22. Lot Access. All lots within the Property shall be accessed from the interior streets of the subdivision. No access is permitted from Oaklandon Road.
23. Vehicles Repair or Storage. The repair or storage of in-operative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
24. Living Area Requirements. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, basements and attached garages of thirteen hundred fifty (1,350) square feet, unless approved in writing by Declarant in its sole discretion, it being understood and agreed that Declarant, in its sole judgment, may vary or reduce the living area requirements. In the case of a structure of more than one story, at least nine hundred (900) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home, exclusive of the basement, unless approved in writing by Declarant in its sole discretion.
25. Building Height Maximum. No home shall exceed two and one-half stories or thirty-five (35) feet in height.
26. Sidewalks. Each lot shall be serviced by a four (4) foot concrete walk as required by the Plat Committee on the portion of the lot with street frontage. Sidewalk to be installed by the builder at the time the home is built and included in the purchase price of the home and Lot. If the home is completed in winter then the sidewalk shall be installed no later than April 30th of the following Spring, unless approved in writing by Declarant in its sole discretion. Sidewalks shall be installed in a manner so as to be uniform throughout the Property.
27. Street Cleaning. Builder to finish cleaning in front of his house upon completion and rough clean the street periodically during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.
28. Construction Methods.
- No Owner shall undertake or permit any work outside of the Property owned by the Owner without prior written consent of Declarant, including, without limitation, the storage of materials or the parking of construction vehicles outside the Property owned by the Owner.
 - No work by or on behalf of Owner shall interfere with or impair the work by Declarant in the subdivision.
 - Any damage caused by an Owner during the course of construction, including, without limitation, damage to drainage courses, streets or curbs, shall be repaired by such Owner immediately, at such Owner's sole cost and expense.

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29. Enforcement. Any owner, or Declarant, shall have the right (but not the obligation) to enforce by a proceeding at law or in equity all restrictions, conditions or covenants imposed by this Declaration. In no event shall Declarant be liable for damages of any kind to any person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In the event that Declarant shall deem it necessary to enforce any Restriction, the Owner shall pay to Declarant reasonable attorneys' fees and court costs if Declarant shall prevail in said litigation.
30. Duration. The foregoing covenants and restrictions and any amendments thereto, are for the mutual benefit and protection of all present and future Owners of the Property or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them until the year 2,000, at which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the Owners of the Property.
31. Severability. Every one of the Restrictions is hereby decreed to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.
32. Right to Amend. The Declarant, his successors and assigns forever reserves the right to amend any of the above contained restrictions so long as Declarant owns fee simple title to not less than six (6) of the lots encumbered by the restrictions herein. Any such Amendment shall be effective upon the execution of same by Declarant herein and the filing of the same among the public records of Marion County, Indiana.
33. Rights of the Metropolitan Development Commission. 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-AC-3, as amended, or any conditions attached to approval of this plat by the Plat Committee. ®

In Testimony Whereof, witness the signature of Declarant this
14th day of June, 1991.

ADAMS & MARSHALL OAKLANDON, INC.

By: 
G. Willis Adams, III, President

By: 
James G. Marshall, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for Marion County, State of Indiana, personally appeared the above and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed.

Witness my hand and seal of 14th day of June, 1991.

Connie L. Kandy

My Commission Expires:

15 April 94

Connie L. Kandy
Notary Public State of Indiana
Marion County
My Commission Exp. April 15, 1994

My County of Residence:

Marion

INSTRUMENT PREPARED BY:

X C. Willis Adams III



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CHICAGO TITLE