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Subdivision Covenants and Restrictions

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81 29285

DECLARATION OF RESTRICTIONS
OF
GEIST HARBOUR

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.

MAY 14 11 56 AM '81

THIS DECLARATION made this 11th day of May, 1981, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided (all of which are hereinafter referred to as the "Development"); and

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

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

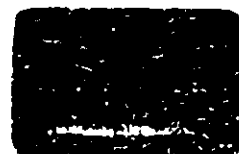
1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Geist Harbour Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

C. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer by the President or Vice President thereof, and with respect to the Committee, by two members thereof.

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D. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

E. "Association" shall mean the Geist Harbours Property Owners Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration and its Articles of Incorporation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house.

Prior to issuance of an Improvement Location Permit, a delineation of the building area for the lot shall be submitted for approval by the Development Control Committee, and all trees more than twelve (12) inches caliper diameter outside the building, driving and parking areas shall be designated by type and size and shall not be removed unless approved by the Development Control 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, within ninety (90) days notice in writing, shall be replaced by a tree of a type and size established by the Development Control Committee, and upon failure to do so, the Development Control Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be reserved on each lot for the performance thereof.

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. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Development Control Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation administered by the Development Control Committee, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat. Since the entire perimeter is heavily wooded, additional ornamental plantings or other landscape devices should be minimal with primary emphasis being placed upon preservation of natural amenities and enforced by the Development Control Committee as hereinbefore stated. Certain coves, inlets and unbuildable valleys shall be preserved in their natural state and designated "undisturbed areas" on the various plats of the Development.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. No metal outbuildings shall be permitted on any lot in the development.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer, recorded as Instrument No. 70-46984 in the Office of the Recorder of Marion County, Indiana, and also to all governmental zoning authority and regulation affecting the development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on the lots in the Development shall be as specified in the recorded plats of the various sections of the Development.

B. Residential Size and Set-Back Requirements.

(1) In General. Residential lot size and set-back requirements shall be set forth in the plat restrictions accompanying each recorded plat.

C. Fences, Mailboxes and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height, and composition before it is installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed, weather conditions permitting, and if this requires planting by the owner, the Committee must approve the size and location of such trees.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage apron.

E. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Every house in the Development must have at least a two-car garage, attached or detached.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within 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. Time in Which to Build Structures. The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, if any. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right to repurchase such lot for a price, in cash, equal to the owner's cost basis in the lot, including the cost of improvements until the time that a house is completed upon such lot in the manner set out in this Declaration.

H. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

I. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Where applicable, prevent debris and foreign material from entering Geist Reservoir, or, when any such debris has entered Geist Reservoir from the lot, remove the same immediately.

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

(vii) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

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

shall be liable for any damage which may result from any maintenance work performed hereunder. Powers of enforcement of such lien shall be under the same terms and conditions of enforcement of liens as set forth in Paragraph 8, sub-paragraph B under Use of the Reservoir, following.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisances. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter Geist Reservoir. No discharge from any floor drain shall be permitted to enter into Geist Reservoir. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Indianapolis Water Company or the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither Indianapolis Water Company nor the Developer, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Indianapolis Department of Public Works.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot in the Development, unless the same shall be screened in such a manner that it is not visible to the occupants of the other lots in the Development, the users of any street in the Development, or to persons upon Geist Reservoir. A determination of what constitutes adequate screening shall be the determination of the Committee and shall be illustrated on the plot plan showing improvements to be placed on the lot.

E. Garbage, Trash and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.



F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

I. Docks and Piers. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than 25 feet from the shore into Geist Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to the specifications established by the Committee, which are as follows:

- (i) All docks must be floating and secured to avoid release by flood waters.
- (ii) There shall be no covered boat docks without the specific written approval of the Development Control Committee.
- (iii) All docks shall be white, gray, blue or natural in color.
- (iv) Anchoring devices must be hidden.
- (v) Plans for all boat docks must be submitted to the Development Control Committee for approval before installation is made.
- (vi) There shall be no individual launch sites or ramps constructed on any residential lot.
- (vii) Any boathouse constructed upon a lot may not protrude into the Reservoir, but must be constructed and excavated back into the lot.
- (viii) In all instances of the above recited installations such construction shall conform to the requirements of the Indiana Department of Natural Resources and the Indianapolis Department of Public Works.

J. Beaches. No beach may be constructed on Geist Reservoir unless the plans and specifications for the beach are submitted to and approved by the Committee. Beaches shall be constructed of sand only, which shall not extend farther than 25 feet from the shoreline into Geist Reservoir. No spoil materials shall be placed or allowed to collect in Geist Reservoir which result from beach construction.

K. Ditches and Swales. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install drive culverts between the road right-of-way and their lots in conformity with specifications and recommendations of the City of Indianapolis Department of Transportation.

L. Utility Services. Utility services shall be installed underground in or adjacent to public rights-of-way to minimize removal of trees.

M. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development without the approval of the Committee.

N. Pumping. The pumping of water from Geist Reservoir is prohibited by recorded agreement with the Indianapolis Water Company.

6. GEIST HARBOUR DEVELOPMENT CONTROL COMMITTEE.

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvements proposed to be constructed or placed upon the lot, each properly and clearly delineated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.



C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Piers, Boat Docks and Boathouses. When the Committee shall permit the construction or placing of a structure wholly or partly within Geist Reservoir, such permit shall constitute a license, and only a license, from the Indianapolis Water Company and the Developer or its successors in title to Geist Reservoir, and said structures must have the prior approval of the Committee.

E. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

F. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

8. USE OF THE RESERVOIR.

A. All operation of boats upon Geist Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded as Instrument No. 70-46985, in the Office of the Recorder of Marion County, Indiana. That committee shall have the power to assess fines for the violation of any limitations on boat traffic on Geist Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owner by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 10% per annum until paid in full. If in the opinion of the Developer, such charge has remained due and payable for an unreasonably long period of time, the Developer may, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any Court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorney's fees, incurred by the Developer in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or

otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Developer all fines that shall be made pursuant to this paragraph 8 of the Restrictions.

9. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including the Developer or Indianapolis Water Company (with respect to activities that affect Geist Reservoir), may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor Indianapolis Water Company shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

10. GEIST HARBOURS PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(1) There has been created, under the laws of the State of Indiana, a not-for-profit corporation known as the "Geist Harbours Property Owners' Association, Inc." which is referred to as the "Association". Every owner or contract purchaser of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other Owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

(2) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons who are not otherwise entitled to the benefits of membership by virtue of being owners of residential lots within the Development. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees or charges for such associate memberships and rules and regulations concerning such associate memberships which may be different from those applicable to members generally.

B. Purposes of the Association.

(1) The general purpose of the Association is to create a legal entity responsible for providing a security service for the Development and any other services that the Board of Directors of the Association may deem appropriate for the general benefit of the Development.

(ii) Another purpose of the Association is to provide a means whereby these areas within the Development designated as commons and recreational areas on the plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(iii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such commons and recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least \$120.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$120.00. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid in advance by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member. Assessments shall be payable on the contract closing of a lot or the delivery of the deed for a lot, whichever occurs first. Payments shall be prorated from date of closing until the following March 1st and thereafter payable annually.

(iii) Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the Owner or Owners of the lot at the time the charge fell due. Such charge shall bear interest at the rate of one per cent (1%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The legal or equitable Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every legal or equitable owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become a legal or equitable Owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the purpose of providing security for the Development and for the improvement and the maintenance of the properties owned or operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

11. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2069, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development, or Indianapolis Water Company with regard to its Geist Reservoir.

13. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, or 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.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 11th day of May, 1981.

THE SHOREWOOD CORPORATION

By *Stanley E. Hunt*
Stanley E. Hunt, President

SEAL
ATTEST:

Hayes T. O'Brien
Hayes T. O'Brien, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared The Shorewood Corporation, by its President and Secretary, respectively, who, for and in behalf of said corporation, acknowledged the execution of the foregoing Declaration of Restrictions of Geist Harbours.

Subscribed and sworn to before me this 11th day of May, 1981.

Cheri L. Graf
Cheri L. Graf, Notary Public

My Commission Expires June 17, 1984

My County of Residence Is Hamilton



278-850
Task 3090
February 27, 1980
R.A.F.

EXHIBIT "A"

GEIST HARBOURS - PARCELS 7 and 9 COMBINED

Part of Section 20, part of the West Half of Section 21, and part of the Southwest Quarter of Section 16, all in Township 17 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of said Section 20, said point of beginning being 250.00 feet East of the West line of the East Half of the Southwest Quarter of said Section 20 by deed to the Shorewood Corporation recorded as Instrument No. 2949-61 in the Office of the Recorder of Marion County, Indiana; thence North $89^{\circ}32'47''$ East along said South line 738.28 feet; thence North $00^{\circ}27'13''$ West perpendicular to said South line 300.00 feet; thence North $32^{\circ}20'44''$ East 217.84 feet; thence North $00^{\circ}27'13''$ West perpendicular to said South line 244.17 feet; thence North $44^{\circ}51'21''$ East 217.68 feet; thence North $89^{\circ}51'21''$ East parallel with the South line of the Southeast Quarter of said Section 20 a distance of 972.00 feet; thence North $62^{\circ}18'38''$ East 313.54 feet; thence North $89^{\circ}51'21''$ East parallel with said South line 500.00 feet; thence South $00^{\circ}08'39''$ East perpendicular to said South line 25.00 feet; thence North $69^{\circ}51'46''$ East 380.20 feet; thence North $89^{\circ}51'21''$ East parallel with said South line 640.01 feet to the East line of said Southeast Quarter; thence North $00^{\circ}13'34''$ East along said East line 186.10 feet to the northeast corner of the Southeast Quarter of said Southeast Quarter, said corner being also the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 21; thence North $89^{\circ}26'23''$ East along the South line of said quarter-quarter-section a distance of 676.50 feet; thence North $00^{\circ}33'37''$ West 66.00 feet; thence North $89^{\circ}26'23''$ East parallel with said South line 165.00 feet; thence South $00^{\circ}33'37''$ East 66.00 feet to said South line; thence North $89^{\circ}26'23''$ East along said South line 374.87 feet; thence North $00^{\circ}33'37''$ West 200.00 feet; thence North $15^{\circ}07'33''$ West 136.10 feet; thence North $77^{\circ}51'46''$ East 27.00 feet; thence North $12^{\circ}08'14''$ West 189.00 feet; thence North $83^{\circ}51'46''$ East 103.00 feet; thence North $76^{\circ}08'37''$ East 192.00 feet; thence North $21^{\circ}13'37''$ East 288 feet, more or less, to a point on the Southwestern shore line of Geist Reservoir as established when said reservoir is full (with the water level thereof being at an elevation of 785.00 feet above mean sea level); thence Westerly, Northerly and Southwesterly along said meandering shore line 12,900 feet, more or less, to a point on the line which has a bearing of South $39^{\circ}46'26''$ East and which passes through the next described point; thence South $39^{\circ}46'26''$ East along said line 562 feet, more or less, to a point on the line having a bearing of South $42^{\circ}13'34''$ West and crossing the centerline of the south approach road to Geist Dam at a point 1270.00 feet measured Westerly along said centerline from the East line of the aforesaid Section 20, said point on the last described line being located 525.00 feet Northeast of said centerline; thence South $42^{\circ}13'34''$ West along the last described line 885.00 feet; thence North $86^{\circ}46'26''$ West 350.00 feet; thence South $26^{\circ}13'34''$ West 400.00 feet; thence South $27^{\circ}46'26''$ East 400.00 feet; thence South $62^{\circ}13'34''$ West 400.00 feet; thence North $27^{\circ}46'26''$ West 650.00 feet; thence South $35^{\circ}46'26''$ West 2145.32 feet to the point of beginning, containing 230.97 acres, more or less; subject to highways, rights-of-way and easements.

81 29285



Geist Reservoir

81

PARCEL 9

PARCEL 7

FOX

EAST 79th STREET

EXH.

INDIAN CREEK ROAD

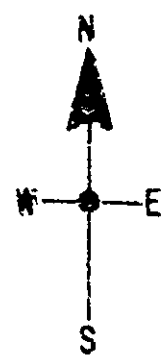
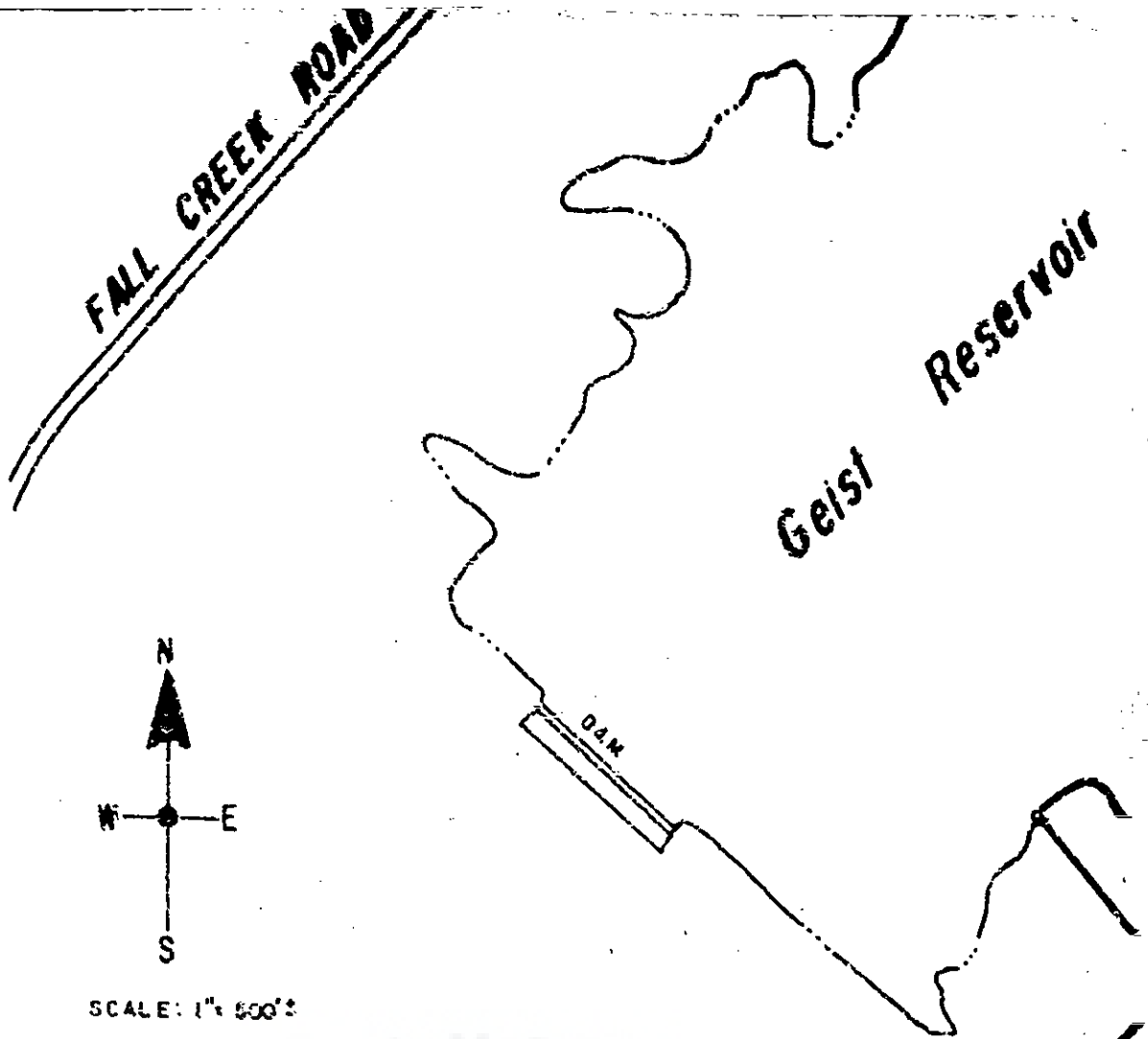
ROAD

SUNNYSIDE ROAD

81 29285

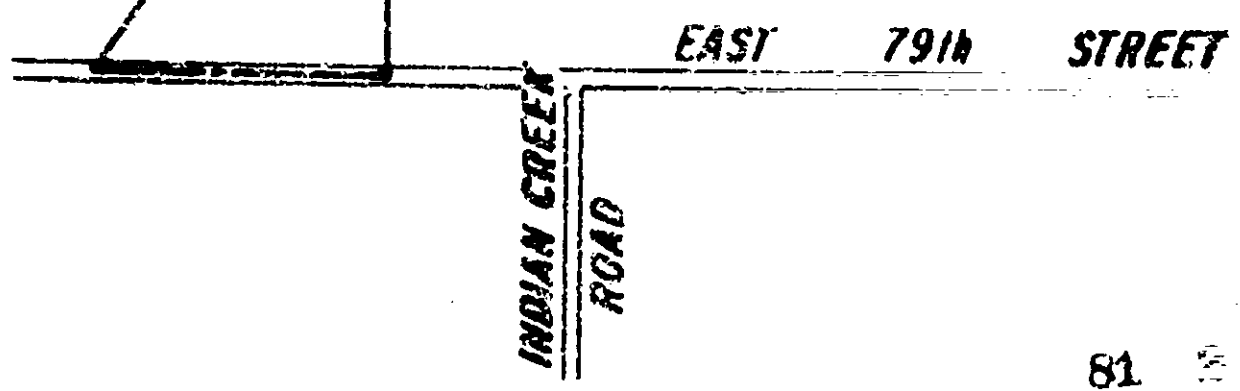
FEATHER COVE

(GEIST HARBOROUS COVE)



81 29285

PARD



81 2

FEATHER

(GEIST RESERVOIR)

81 29285

PARCEL 9

7

FOX ROAD

SUNNYSIDE ROAD

EXHIBIT "A"

29285

COVE

SUNNYSIDE CANYON

