

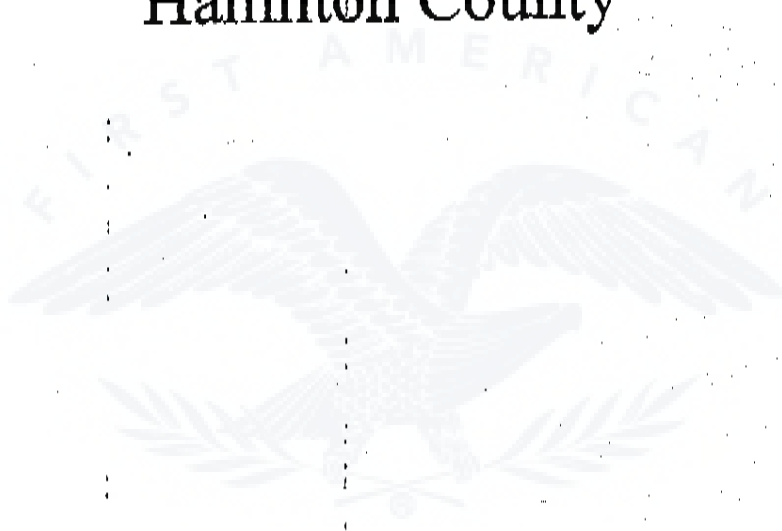
# Covenants

For

The Valleys of Geist Sec. 1+2

( 18 pages )

## Hamilton County



**Instrument  
9809848581**

43.00  
(18)

**DECLARATION OF RESTRICTIONS  
OF  
THE VALLEYS AT GEIST  
SECTION ONE &  
SECTION TWO**

9809848581  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 09-01-1998 At 08:31 am.  
DEC COV RES 43.00

THIS DECLARATION made this 27<sup>th</sup> day of August, 1998, by Patrick R. Verble, an individual of Hamilton County, Indiana (hereinafter referred to as the "Developer").

**WITNESSETH:**

WHEREAS, the Developer is the owner of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and replatted into a subdivision to be known as "The Valleys At Geist" (all of which are hereinafter referred to as the "Development") and

WHEREAS, John Swafford and Minati Swafford are the owners of Lots 9 and 10 within the Development and Greg Klug and Mary Briede are the owners of Lot 11 within the Development and Charles Burk and Nancy Burk are the owners of Lots 17 and 18 within the development and they desire to impose these Restrictions upon their respective real property in 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 and the above referenced owners of lots in the Development also desire to subject their property to these Restrictions:

NOW, THEREFORE, The Developer and the lot owners referenced above do hereby declare 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 Valleys at Geist 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. The Developer may, at its sole option, at any time hereafter relinquish to the Association, as defined herein, the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean The Valleys at Geist Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 8 of this Declaration and its Articles of Incorporation.

C. "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 Hamilton County, Indiana.

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

E. "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.

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 structures shall be erected, placed or permitted to remain upon any of said residential Lots except a single-family dwelling house.

B. No Residential Use of Accessory Outbuildings. No accessory outbuilding which may be constructed upon a residential Lot under these Restrictions shall

ever be used as a residence or dwelling house or place for human occupancy or habitation. Any accessory outbuildings must be approved by the Development Control Committee.

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 all easements, conditions, restrictions and limitations of record set forth in a.) A License Agreement recorded as Instrument No. 4863 in the Office of the Recorder of Hamilton County, Indiana; b.) A Release and Modification Agreement recorded as Instrument No. 4861, in the Office of the Recorder of Hamilton County, Indiana; c.) a Consent Agreement dated October 12, 1982 and recorded on October 25, 1983, as Instrument No. 83-13530, in the Office of the Recorder of Hamilton County, Indiana and 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, IMPROVEMENTS AND LANDSCAPING.**

A. Dwelling Size and Use. All numbered Lots in the Development shall be used for residential purposes only. No business buildings shall be erected on said Lots and no business may be conducted on any part thereof, other than home occupations permitted in the Zoning Ordinance of the City of Noblesville, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential Lot herein other than one (1) detached single family dwelling not to exceed two and one half stories in height unless approved by the Committee. Any garage or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of such residence. Each home constructed on a lot within the Development shall have a minimum of a three (3) car garage and any home with more than a four (4) car garage must be approved by the Committee. The minimum square footage of living space of dwellings located north of the public street which serves the Development shall be 3,000 square feet at the street level if a single story dwelling and a total of 3,500 square feet if a two story dwelling. The minimum square footage of living space of dwellings located south of the public street which serves the Development shall be 3,000 square feet at the street level if a single story dwelling and a total of 3,500 square feet if a two story dwelling provided, however, that up to 800 square feet of a walkout basement shall be allowed in calculating the square footage of a one story dwelling and up to 500 square feet of a walkout basement shall be allowed in calculating the square footage of a two story dwelling. For purposes of this paragraph, no portion of a walk-out basement, except as

provided herein, shall be considered in computing the square footage of a dwelling. In addition, the computation of square footage shall be exclusive of porches, terraces, garages, carports, accessory buildings and basements.

**B. Residential Set-Back Requirements.**

(i) In General. Unless otherwise provided in these Restrictions or on the record plat of the Development, no dwelling house or above-grade structure shall be constructed or placed on any residential Lot in the Development except as provided herein.

**C. Fences and Mailboxes.** 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 may be installed.

**D. Landscaping and Driveways.** A landscape plan for each Lot must be approved by the Committee in conformance with Paragraph 5 of these Restrictions. The owner of a Lot shall sod the front and side yards of the Lot at such time that a home on the Lot is completed and all driveways shall be paved. The Committee may grant variances or exceptions to this restriction if the front or side yards are wooded.

**E. Heating Plants and Garages.** Every house in the Development must contain a heating plant and air conditioning installed in compliance with the required codes and capable of providing adequate heat and air conditioning for year-round human habitation of the house. Every house in the Development must have at least a three-car garage, attached or detached and no house shall have more than a four-car garage without the express written approval of the Committee.

**F. Roof Pitch and Roof Shingles.** Only dimensioned shingles or equivalent shall be allowed with the type and design to be approved by the Committee.

**G. Dusk to Dawn Lights.** In the event that there are not street lights in the Development, each Lot shall have a dusk to dawn light located in the front yard of the Lot. The type, design and location of such lights shall be subject to approval by the Committee.

**H. Diligence in Construction.** Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within one (1) year after the beginning of such construction or placement unless an extension of time is approved by the Committee. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than four (4) months from the time of such destruction or damage.

I. 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.

J. 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 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.

K. Developer's and Association's Right to Perform Certain Maintenance. In the event that the owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Developer and the Association shall have the right, but not the obligation, by and through its agents or 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 therefor to the Developer or the Association shall be collected in any reasonable manner from the owner. Neither the Developer nor the Association nor 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 C of these Restrictions.

**4. GENERAL PROHIBITIONS.**

**A. In General.** No noxious or offensive activities shall be carried 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 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 G below.

**F. Satellite Dishes.** No satellite dish or similar apparatus shall be placed or located on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street, other lots in the Development and Geist Reservoir and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

**G. 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 or Lot within the Development at any time, except at the times when refuse collections are being made.

**H. Model Homes.** With the exception of the Developer, 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.

**I. Temporary Structures.** With the exception of construction trailers approved by the Development Control Committee during period of construction, no temporary structure of any kind, such as a house, trailer, tent, storage building, garage or other outbuilding shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot without written permission from the Committee.

**J. Docks and Piers.** No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than thirty-five (35) feet from the shore into Geist Reservoir or Fall Creek 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 or natural in color.

(iv) Plans for the placement of all boat docks must be submitted to the Development Control Committee for approval before installation is commenced, which approval shall not be unreasonably withheld.

(v) There shall be no individual launch sites or ramps constructed on any residential Lot.

(vi) Any boathouse constructed upon a Lot may not protrude into the Reservoir, but must be constructed and excavated back into the Lot. In addition to approval by the Development Control Committee such construction may require approval by the U.S. Army Corps of Engineers or other governmental body.

(vii) 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 Water Company.

(viii) The Committee must approve the installation of any dock or pier prior to installation.

**K. Seawalls and Shoreline Protection.** It shall be the responsibility of Lot owners of waterfront Lots in the Development who desire to construct seawalls or other types of shoreline protection on their Lots to obtain any and all permits, consents, licenses,



and approvals which may be required by any federal and/or state governmental agency, department, commission, or body.

L. Prohibition of Antennas. No exposed radio, cable and television antennas shall be permitted on any Lot or the exterior of any home in the Development unless the same is obscured from view from the street, other lots in the Development and Geist Reservoir and is approved in writing by the Committee which shall establish standards for approval of such apparatus from time to time as technology changes.

5. THE VALLEYS AT GEIST 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, landscaping 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. Bridges, gazebos and other structures shall be approved by the Committee as to size, shape, material and color. The Committee reserves the right to approve or disapprove these structures. 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 improvement proposed to be constructed or placed upon the Lot, together with landscaping, each property and clearly designated. 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 materials 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.

(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, building materials 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 hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

(d) The Committee shall have the right to limit the size of any proposed dwelling within the Development, if, in the opinion of the Committee, the size of the proposed dwelling would be out of proportion to the other dwellings located or to be located within the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (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. Inspection. The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

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

6. 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. This provision shall also apply with respect to any votes or assessments provided for in these restrictions as they apply to the owners of lots in the Development.

**7. REMEDIES.**

A. In General. Any party to whose benefit these Restrictions inure, including the Developer may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not be liable for damages of any kind to any person for failing either to 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 any 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.

**8. THE VALLEYS AT GEIST PROPERTY OWNERS' ASSOCIATION, INC.**

A. In General.

(I) There shall be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "The Valleys at Geist Property Owners' Association, Inc.", which is referred to as the "Association". Every owner 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.

(II) 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.

(i) The general purpose of the Association is to create a legal entity which will own and be responsible for maintenance, repair, replacement and beautification of certain common areas and possibly a common sanitary sewer force main to serve the lots within the Development, together with all manner of common improvements and landscaping located within the Development and any other services that the Board of Directors of the Association may deem appropriate or necessary for the general benefit of the Development.

(ii) Specifically, there may be located within the Development entrance signs, common walls, landscaping, lighting, an irrigation system and a common sanitary sewer force main. The Developer shall convey all of the above described improvements to the Association and the Association shall own, maintain, replace and repair all of said Improvements and landscaping located within said common areas or easements owned or for the benefit of the Association and owners of lots in the Development.

(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 common areas and recreational facilities within the Development as may be conveyed to the Association and to provide security service for the Development. In addition, the Association shall at all times maintain public liability insurance on all of the properties and Improvements owned by the Association in amounts to be determined by the Board of Directors of 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. The initial charge shall be at least \$600.00 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 \$600.00. No charge shall ever be levied by the Association against the Developer.

(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 cost, 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, security and welfare of the members of the Association, and, in particular, for the purpose of providing for the improvement and the maintenance of the properties owned or operated by the Association. In addition, the Board of Directors may elect to assess owners of lots in the Development for security service for the Development.

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 or property 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.

9. TITLES.

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for 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.



John Swafford  
John Swafford

Minati Swafford  
Minati Swafford  
(Owners of Lots 9 and 10)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared John Swafford and Minati Swafford, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of August, 1998.

Susan F. Himmel  
Notary Public  
Printed: Susan F. Himmel



My Commission Expires: 7-6-2000  
My County of Residence: HAMILTON

Greg Klug  
Greg Klug  
Mary Briede  
Mary Briede  
(Owners of Lot 11)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF HAMILTON)

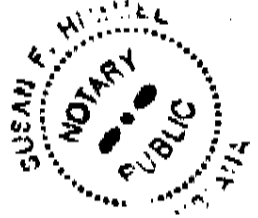
Before me, a Notary Public in and for said County and State, personally appeared Greg Klug and Mary Briede, and who, having been duly sworn, stated that the

representations therein contained are true.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of August, 1998.

[Signature]  
Notary Public

Printed: Susan F. Himmel



My Commission Expires: 7-6-2000  
My County of Residence: HAMILTON

[Signature]  
Charles Burk

[Signature]  
Nancy Burk  
(Owners of Lots 17 and 18)

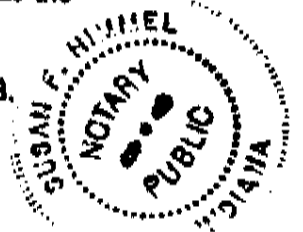
STATE OF INDIANA )  
COUNTY OF HAMILTON ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Charles Burk and Nancy Burk, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of August, 1998.

[Signature]  
Notary Public

Printed: Susan F. Himmel



My Commission Expires: 7-6-2000  
My County of Residence: HAMILTON

This instrument was prepared by Hayes T. O'Brien, Attorney at Law, 8501 Bent Tree Court, Indianapolis, Indiana 46260



**Land Description**  
**Section 1 - Valleys at Geist**

**Parcel One**

Part of the Northwest Quarter of Section 7, Township 17 North, Range 6 East and part of Southwest Quarter of Section 6, Township 17 North, Range 6 East in Hamilton County, Indiana being described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South 00 degrees 53 minutes 11 seconds East (basis of bearings is from the description contained in Instrument No. 9809822791, Office of the Hamilton County Recorder) along the east line thereof a distance of 300.00 feet; thence South 89 degrees 21 minutes 47 seconds West parallel with the north line of said Northwest Quarter a distance of 1287.49 feet to the west line of the East half of said Northwest Quarter; thence North 00 degrees 07 minutes 13 seconds East along said West line a distance of 300.03 feet to the Northwest corner thereof; thence South 89 degrees 21 minutes 47 seconds West along the north line of said Northwest Quarter a distance of 440.16 feet; thence North 00 degrees 38 minutes 47 seconds West a distance of 1593.16 feet, more or less, to the Southerly shore line of Geist Reservoir as said shore line would have been established December 30, 1960 plus accretion and minus erosion (with water level thereof at an elevation of 785.0 feet above mean sea level); thence southeasterly along said meandering shoreline to the east line of the aforesaid Southwest Quarter Section; thence South 00 degrees 52 minutes 23 seconds West along said east line a distance of 1420 feet, more or less, to the Point of Beginning. Containing 63.82 acres, more or less.

EXCEPT; HOWEVER, that part of the above described real estate lying below the shoreline of Geist Reservoir with the water level thereof at an elevation of 785.0 feet above mean sea level.

ALSO, EXCEPT; that part (lying South of the South Shoreline of Geist Reservoir) conveyed to Hamilton County, Indiana per Special Warranty Deed recorded as Instrument #8821429, in the Office of the Recorder of Hamilton County, Indiana, described as follows:

A part of the West half of Section 6, Township 17 North, Range 6 East, in Hamilton County, Indiana. The plat of which is recorded in Deed Record Book 128, page 452, in said Recorder's Office, described as follows:

Commencing at the Northeast corner of the South Half of the West Half of said Section 6; thence South 00 degrees 52 minutes 23 seconds West (Grid bearing based upon NAD83 Indiana-East Zone-State Plane Coordinates) (South 0 degrees 10 minutes 00 seconds West per deed) on the East line of said West Half 401.00 feet; thence North 89 degrees 07 minutes 37 seconds West (North 89 degrees 50 minutes 00 seconds West per deed) perpendicular to the East line of said West half 16.00 feet to the West boundary of Florida Road; thence South 00 degrees 52 minutes

23 seconds West (South 00 degrees 10 minutes 00 seconds West per deed) parallel with the East line of said West Half 1275.00 feet to the point of beginning of this description; thence North 07 degrees 05 minutes 48 seconds West (North 07 degrees 48 minutes 11 seconds West per deed) 100.98 feet; thence North 00 degrees 52 minutes 23 seconds East (North 00 degrees 10 minutes 00 seconds East per deed) parallel with the east line of said West Half 150.00 feet; thence North 06 degrees 43 minutes 18 seconds West (North 07 degrees 25 minutes 41 seconds West per deed) 151.33 feet; thence North 00 degrees 52 minutes 23 seconds East (North 00 degrees 10 minutes 00 seconds East per deed) parallel with the East line of said West Half 83 feet, more or less to the South shoreline of Geist Reservoir (with the water level thereof at an elevation 785.00 feet above mean sea level); thence Easterly along said shoreline to the East line of the said West Half and to a point that bears North 00 degrees 52 minutes 23 seconds East (North 00 degrees 10 minutes 00 seconds East (North 00 degrees 10 minutes 00 seconds East per deed) 482 feet, more or less, from the point of beginning; thence South 00 degrees 52 minutes 23 seconds West (South 00 degrees 10 minutes 00 seconds West per deed) parallel with the East line of said West Half 482 feet, more or less to the point of beginning.

**Parcel 2**

Part of the Northwest Quarter of Section 7, Township 17 North, Range 6 East in Hamilton County, Indiana being 440.16 feet by parallel lines off the entire east end of 70.00 feet by parallel lines off the entire north end of the following described land:

Begin 38 rods East of the Northwest corner of said Section and run South 76 rods 12 feet; thence East along Highway, 37 rods 13 1/2 feet; thence North 76 rods 12 feet; thence West to the place of beginning.

*NOTE: The within description is based upon the record description of the parent to the subject tract and upon information provided by the client. It is not based upon a boundary survey of the described property.*

Prepared August 31, 1998 by Gary R. Kent, L.S.

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August 31 1998

### Land Description Future Section 2 - Valleys at Geist

A part of the Southeast Quarter of Section 1, Township 17 North, Range 5 East and a part of Southwest Quarter of Section 6, Township 17 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana being described as follows:

Commencing at the Southeast corner of said Southwest Quarter Section; thence South 00 degrees 53 minutes 11 seconds East (basis of bearings is from the description contained in Instrument No. 9809822791, Office of the Hamilton County Recorder) along the east line of the Northwest Quarter of Section 7, Township 17 North, Range 6 East a distance of 300.00 feet; thence South 89 degrees 21 minutes 47 seconds West parallel with the north line of said Northwest Quarter a distance of 1287.49 feet to the west line of the East Half of said Northwest Quarter; thence North 00 degrees 07 minutes 13 seconds East along said west line a distance of 300.03 feet to the northwest corner thereof; thence South 89 degrees 21 minutes 47 seconds West along the north line of said Northwest Quarter (being also the south line of the Southwest Quarter of Section 6) a distance of 440.16 feet to the Point of Beginning; thence North 00 degrees 38 minutes 47 seconds West a distance of 1593.16 feet, more or less, to the Southerly shore line of Geist Reservoir as said shore line would have been established December 30, 1960 plus accretion and minus erosion (with water level thereof at an elevation of 785.0 feet above mean sea level); thence westerly along said meandering shoreline to the west line of said Southwest Quarter Section (being also the east line of the Southeast Quarter of Section 1, Township 17 North, Range 5 East); thence continuing along said meandering shoreline westerly, southerly and easterly a distance of 697 feet, more or less, into the Southeast Quarter of said Section 1 and back to the east line of said Southeast quarter (being also the west line of the aforesaid Southwest Quarter of Section 6); thence South 00 degrees 04 minutes 55 seconds West along said west line of Section 6 a distance of 1765 feet, more or less, to the southwest corner of said Southwest Quarter; thence North 89 degrees 21 minutes 47 seconds East along the south line of said Southwest Quarter a distance of 809.99 feet to the Point of Beginning. Containing 34 acres, more or less.

EXCEPT; HOWEVER, that part of the above described real estate lying below the shoreline of Geist Reservoir with the water level thereof at an elevation of 785.0 feet above mean sea level.

#### NOTE

*The within description is based upon the record description of the parent to the subject tract and upon information provided by the client. It is not based upon a boundary survey of the described property.*

Prepared August 26, 1998 by Gary R. Kent, L.S.

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August 26, 1998