Subdivision Covenants and Restrictions

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DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ADMIRALS LANDING - SECTION I AND II

THIS DECLARATION, made on this 29th day of September, 1988, by GEIST INVESTMENT INC., an Indiana Corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in Marion County, Indiana, which is more particularly described in EXHIBIT "A", attached hereto and by reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, Declarant desires to subdivide and develop the Property as generally shown on the Final Plat for Admirals Landing Section I and Admirals Landing Section II (hereinafter sometimes referred to as the "Plat" and sometimes referred to as the "Development"), by designating certain portions of the Property as Drainage Easement (as hereinafter defined), by designating certain portions of the Property as "Sign and Landscape Maintenance Easement and Common Areas" (as hereinafter defined) and retention areas (as hereinafter defined);

WHEREAS, Declarant intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to 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 compliment of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Declarant 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, used, occupied, tenanted, 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 for establishing and agreeing upon for the purpose of furthering 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 Declarant and upon that 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 insure to the benefit of Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by Declarant or any other tract within the Development as described in EXHIBIT "A", to exclude any real estate as shown from the Development, or to include additional real estate.

EXHIBIT "A"

PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 2699.12 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2493.51 FEET TO THE POINT OF COMMENCEMENT; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 957.05 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 29 DEGREES 26 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 1335.16 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 2526.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 05 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 416.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 08 SECONDS EAST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 52 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 150.79 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 57 SECONDS WEST PARALLEL WITH THE
PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 2629.12 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2491.51 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 150.77 FEET TO THE SOUTH WEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 23 MINUTES 28 SECONDS WEST TO THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS EAST TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS EAST ALONG THE SOUTHEAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 23 MINUTES 28 SECONDS EAST ALONG THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET TO THE WESTLINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 A DISTANCE OF 765.00 FEET TO A POINT 63.90 ACRES, MORE OR LESS.

ARTICLE I

ADMIRALS LANDING

The subdivision of the Property created by this Declaration shall be known and designated as ADMIRALS LANDING SECTION I and II, a subdivision located in Marion County, Indiana, the legal description for which is more particularly described on EXHIBIT "A" attached hereto and by reference made a part hereof.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean ADMIRALS LANDING Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, security, maintenance of signage and landscape located within the common area; maintenance of the other improvements installed by Declarant and located within the detention easements, maintenance of sprinkler systems, landscaping, lighting and other equipment or amenities installed in the sign and landscape maintenance easement.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Property, including contract sellers, lessees, mortgagees, excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the declarant shall own any Lot.

Section 2.4. "Property" means the real estate described in Exhibit "A".
Section 2.5. "Plat" means the subdivision plat of the Property identified as Final Plat of ADMIRALS LANDING SECTION I AND II recorded in the Office of the Recorder of Monroe County, Indiana, as the same may be hereafter amended or supplemented.

Section 2.6. "Lot" means any parcel of land shown upon the final plat of ADMIRALS LANDING SECTION I AND II and identified by a number 1 through 134 inclusive.

Section 2.7. "Developer" shall mean GEIST INVESTMENTS INC., an Indiana corporation, its successors and assigns as a Declarant.

Section 2.8. "Board of Directors" means the Board of Directors of the Association.

Section 2.9. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate described in Exhibit A.

Section 2.10. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Declarant who shall be subject to Declarant by any action with or without cause. Any vacancies from time to time existing shall be filled by appointment of Declarant until the end of the Development Period, at which time, the ADMIRALS LANDING Homeowner's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee appointed by Declarant are James A. Cato, Raymond H. Roehling, William Henderson.

Section 2.11. Approvals, determinations, permissions or consents required herein of the Declarant shall be deemed given only if they are in writing and signed by the Declarant.

ARTICLE III
USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 3.1. "Lot Use and Conveyance." All Lots shall be used exclusively for single-family residential purposes, except that the Declarant, during the Development Period, reserves the rights provided herein respecting the Property generally. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 3.2. "Building Control." Prior to construction of any structure upon a Lot, the building plans there of, including plot plans, site, storm drainage and grading plans, specifications, complete working blueprints of foundation plan, floor plan and all four views of elevations, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered to the person or persons requesting such approval. The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project and lot drainage plans as specified in the approved construction plans for ADMIRALS Landing. No charge will be made to a purchaser of a Lot for examination of plans or for giving approval for construction thereof.

Each homeowner shall be required to submit for approval as soon as practicable, all planting of trees, shrubs and flowers. All planting shall be in keeping with the landscaping plans submitted with the plat. A fully equipped landscape servicing system shall be installed on the Property, and all such plants shall be maintained by the Builder.

Section 3.3. "Occupancy or Residential Use of Partially Completed Dwelling House Prohibited." No dwelling house constructed on any Lot shall be occupied or used for residential purposes before it is completely constructed.
Section 3.2. "Building Control." Prior to construction of any structure upon a lot, the building plans therefor, including plot plans, site storm drainage and grading plans, specifications, complete working blueprints of foundation plan, floor plan and all four views of elevations, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered by the person or persons requesting such approval. The Developer is authorized to determine whether the proposed structures, plans and specifications show conformity of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the overall project, and all these plans as specified in the approved final construction plans for Admirals Landing. No charge will be made to a purchaser of a lot for examination of plans or for giving approval for construction thereon. A complete set of construction plans must have the written approval of three of the members of the Development Control Committee prior to the start of construction.

Section 3.3. "Occupancy or Residential Use of Partially Completed Dwelling House Prohibited." No dwelling house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 3.4. "Other Restrictions." All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 3.5. "Building Location and Grade Line Elevation." No building may be erected between the building line shown on the Plat and the lot line; and no part of a dwelling or part hereof may be built or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevation, shown on the Development Plan, is hereby established for each lot. The grade line can be constructed lower than said minimum without the written consent of the "Developer" and the Building Commissioner of the City of Lawrence. Demonstration of adequate storm water drainage with both on lot and overall project, drainage plans shall be a prime requisite of alternative grade elevations.

Section 3.6. "Architectural Guidelines." As noted previously, any new building or improvement or any addition to any existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer before any work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any exterior alteration or change to an existing building shall be compatible with the existing structure.

A. Size of Dwelling. The ground floor area of the main structure, shall be not less than 2200 square feet in the case of a one story structure, nor less than 1200 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 2200 square feet. These square footage refer only to finished interior living space, excluding open patios, finished lower levels, screened porches, garages, etc.

B. Garages. All homes to have minimum two car attached garages. All garage doors to be of wood, masonry, or insulated metal material and be painted or stained to match or compliment the dwelling.

C. Driveways. All driveways to be asphalt, concrete or paving brick material.

D. Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches. Any two story home with less than 6/12 pitch, or ranch with less than 8/12 pitch will require special approval.

E. Sidewalks. Each home shall have a continuous concrete or concrete curb from the driveway to the edge of the addition, each Lot shall be serviced by a 4' concrete walk on all portions of the lot with street frontage. Sidewalk to be installed by the builder and included in the purchase price. If the home is completed in the winter, then the sidewalks shall be installed no later than April 30th of the following spring.
LANDING SECTION 1

F. No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.

G. Windows-Doors. If storm doors are installed, they must be painted to match exterior of the home. No unfinished aluminum doors or windows will be allowed. All front windows must be wood or wood windows with clad exterior.

H. All gutters and downspouts other than copper, will be painted or prefinished painted aluminum to complement the exterior of the home.

I. All metal and PVC roof or range vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.

J. Plumbing. All plumbing vent stacks to be on rear of house. Sump pump lines shall be connected to underground laterals or storm sewers as provided in the development plan.

K. Street Cleaning. Builder to finish cleaning in front of his house as soon as completion and rough clean the street periodically during construction. Rough cleaning shall also be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.

L. Yard Lights. All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Developer and shall be the standard for the entire subdivision. Builders shall furnish and install said lights on behalf of the owner prior to closing. Cost should be included by the builder in the price of the house.

M. Awnings. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the development.

N. Mailboxes. All mailboxes and posts installed at the street to service lots in Admirals Landing shall be uniform and shall be of a type, color, and manufacture approved by the Developer. Such mailboxes shall be installed by the developer or his expert at the developer's expense upon posts approved as to type, size and location by the Developer. Cost of mailbox post and installation should be included by the builder in the price of the house.

O. Masonary. A full masonry main level with wood used in accent areas is the preference of the Development Control Committee. Homes with substantial wood siding will be considered as an individual basis with emphasis placed on materials corresponding to the theme of the home. (i.e. New England Salt Box, etc.)

P. Landscaping. To be furnished with house and completed before closing. Builder shall sod the front and 50% of the side yard and final grade, seed and straw the remaining yard. Landscape mulch will be allowed in "natural areas." Each home shall include a minimum of $300.00 worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as weather conditions permit, but no later than May 30th of the following year. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Developer prior to installation.

A fully seeded yard will only be considered if the home has a professionally installed underground irrigation system servicing the entire front and side yards. Said automatic system shall be installed and operational prior to closing and occupancy by the buyer. No exceptions will be made.

X. Inspection. The above shall be performed to assure compliance with applicable regulations.

Section 3.7. "Home shall be kept in such a condition as to be attractive and not to detract from the appearance of the homes surrounding same and shall not harbor any pests or vermin." This provision shall be enforced by the Developer, at his discretion.

Section 3.8. "No signs shall be displayed or erected by any lot owner, other than the developer's sign." The location of said signs shall be per the developer and shall be removed at the developer's discretion.

Section 3.9. "No storage of garbage, refuse or same shall be permitted except in the public trash bin in each subdivision. Said trash bin shall be removed at closing and shall be the responsibility of the developer.

Section 4.1. "In General, all maintenance costs, utility charges, and improvements shall be the responsibility of the lot owner, except in the case of memberships in the homeowner's association, which are to be paid by the developer and shall not be passed on to the lot owner."

Section 4.2. "Vehicle parking shall be in accordance with the homeowner's association rules and regulations, which shall be developed and approved by the developer. No vehicles shall be parked on any street, except in the case of the homeowner's association."

Section 4.3. "Exterior construction shall be such as to maintain the appearance of the homes surrounding same and shall not detract from the appearance of the homes surrounding same." This provision shall be enforced by the developer, at his discretion.

Section 4.4. "Garbage shall be collected in accordance with the homeowner's association rules and regulations, which shall be developed and approved by the developer. All equipment of the lot owner shall be kept clean and free of trash and debris.

Section 4.5. "Animals shall not be permitted except in the case of pets. Pet owners shall be required to confine their pets to their premises at all times and shall not allow them to be a nuisance to other homeowners."

Section 4.6. "Storage sheds, tool sheds, and similar structures shall be permitted only as specifically approved by the developer. Such structures shall be constructed of materials and in a manner consistent with the appearance of the homes surrounding same."

Section 4.7. "Temporary structures shall be permitted only as specifically approved by the developer. Such structures shall be constructed of materials and in a manner consistent with the appearance of the homes surrounding same."
Masonry. A full masonry main level with wood used in
accent areas is the preference of the Development Control
Committee. Homes with substantial wood siding will be
considered as an individual basis with materials placed on
materials corresponding to the theme of the home. (i.e.
New England Salt Box, etc.)

P. Landscaping. To be furnished with house and completed
before closing. Builder shall sod the front and 50% of the
side yard and final grade, seed and straw the remaining
yard. Landscape much which shall include a minimum of $300.00 worth of
plants and landscaping. This allowance includes labor and
is exclusive of sod. All work on the minimum landscap
requirement above shall be completed prior to the closing or
weather conditions permit, but no later than
May 30th of the following spring. Trees, hedges, and
shrubs which restrict visual lines for vehicles shall be
left on the property and at the property line. The
landscaping beyond what
property shall be provided for in the final agreement.

Q. Fireplaces. The exterior of fireplace chimneys shall be brick
or stone.

R. Swimming Pools. Only permanent, in-ground pools with
professional construction will be permitted. All backyard
pools should be oriented to minimize the potential effect on
neighboring properties. All fencing shall conform to county
or municipal regulations and shall be of harmonious design.
See fencing Section 4.14 for further details.

S. Tennis Courts, Racquetball Courts, Paddle Ball Courts,
Etc. Tennis courts, racquetball courts, paddle ball courts,
quash courts, and other recreational facilities or sporting
facilities can be permitted, provided that all fencing shall be
brick or stone, and that all views of adjacent
properties, in Admirals Landing be screened by pines of at
least 6 feet in height. All lighting must be of a weather-resistant
order to minimize the effect on other properties in
Admirals Landing.

T. Play Equipment. Children's play equipment such as
sandboxes, temporary swimming pools having a depth less
than 24 inches, swing and slide sets, playhouses and tents
shall not require approval by the Developer, provided such
equipment is not more than six (6) feet high, maintained by
the lot owner in good repair (including painting). Equipment higher than six (6) feet shall require approval of
the design, location, color, material and use by the
Developer.

U. Solar and Geothermal Heating Systems. The Developer
acknowledges the increased use of residential solar heating systems which utilize solar heating panels and related
equipment. The Developer will carefully review solar
heating plans to ensure that their use and location have
minimum detrimental effect on adjoining properties.
Geothermal heat systems are acceptable. However, the
closed loop variety should be used. No water should be
drawn from ponds or detention/retention areas for use in
heating or cooling.

V. Miscellaneous. All exterior lighting shall be directed in such
manner as not to create annoyance to adjacent
properties. Lot owners shall keep garage doors closed at all
times except during the times of actual use of the garage
facility. Collapsible and removable clothing units shall not be
permitted, but permanent clotheslines are not acceptable.

W. Liability of Developer. Neither the Developer, nor any agent
thereof, shall be responsible in any way for any defects in
any of the specifications, materials or other materials submitted to it, nor for any defects in any work done according thereto.
Further, the Developer does not make, and shall not be
deemed by virtue of any action of approval or disapproval
to have made, 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.
X. Inspection. The Developer may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

Section 3.7. "Home Occupations." No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) No signs which will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; b) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No manufacture or assembly operations are conducted. In no event shall the following or similar activities be conducted: a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, tan salon, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

ARTICLE IV
GENERAL PROHIBITIONS

Section 4.1. "In General." No noxious or offensive activities shall be carried on or allowed upon any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of any Lot.

Section 4.2. "Vehicle Parking." No trucks, camper trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.

Section 4.3. "Exterior Antenna." Unless specifically authorized by the Developer, no ground or roof top television, radio or other antennas may be erected on any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.

Section 4.4. "Garbage and Refuse Disposal." No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 4.5. "Animals." No animals, rabbits, livestock, horses or poultry of any kind shall be raised, bred or kept on any Lot. Exempted from this provision are birds, fish, dogs, cats or other household pets kept within normal confines of the home and not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots so that they will not be a nuisance.

Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence or building house constructed on any of the 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 Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings shall be of standard materials and as the primary structure and be approved by the developer. Roofing and siding of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12' x 14' and 10' high.

A. Height

The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

1) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

2) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

3) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

4) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

B. Materials

1) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

2) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

3) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

4) The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

C. Approval

The developer shall maintain an open space above four feet of fence consideration. Otherwise, a fence eight feet tall or one foot for a yard or other footprint shall be in place in the specific places at the street.

Section 4.15. Landing bonds as well as any agreements in Section 8.3 on the land use plan shall be approved by the architectural review committee.
shall be kept clean and sanitary.

Section 4.5. "Animals." No animals, rabbits, livestock, horses or poultry of any kind shall be raised, bred or kept on any Lot, provided that they are not kept, used or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots so that they will not be a nuisance.

Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with any Lot shall either be hipped or located in a building or such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding, may be used at any time as a residence, temporary or permanent, nor may any temporary structure be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it has been substantially completed. The determination of what is substantially completed shall be made by the Developer and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and material as the primary structure and be approved by the developer. Roofing and siding of "mini barns" shall match the primary structure. Maximum dimensions of a mini barn shall be 12' x 14' and 10' high.

Section 4.8. "Window Coverings." All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.

Section 4.9. "Signs." No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square feet (2' x 3') may be displayed at any time for the purpose of advertising the property for sale or for rent. An exception to this shall be made during special promotional periods. Also, the Declaration shall be permitted to erect and maintain upon the property such signs as it sees proper to advertise during the construction and sale periods.

Section 4.10. "Prohibition of Used Structures and Modular Homes." All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any Lot. No modular or prefabricated structures (except trusses) may be placed on any Lot.

Section 4.11. "Building Completion." Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one (1) year after the date of commencement of the building process. No improvement which has been begun 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 repair. If said structure is not completed or repaired within such time, the Developer may take possession and dispose of said Lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said Lot at the time of sale.

Section 4.12. "Fire." No fire shall be permitted to burn upon any street or roadway in the subdivision.

Section 4.13. "Home-A-Rama." Admirals Landing has been selected as the site for the 1989 Indianapolis Builder's Association summer Home-A-Rama. By acceptance of a deed the lot purchasers acknowledge the participation in this major event. The home show days will be restricted to section one; however, spillover traffic and activities will affect the entire development. The event will contribute greatly to the development and enhancement of Admirals Landing. However, there shall be substantial curb and pedestrian traffic, booths, tents, large signage, lights and noise pollution. By acceptance of a deed the lot purchasers in Admirals Landing hereby waive their right to object to all activities necessary to conduct the Home-A-Rama and other events that the developer may authorize to promote lot and home sales.

Section 4.14. "Fences, Walls and Screening." It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties shall not be taken into consideration by the Developer when reviewing fences for
approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. Front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure. No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet 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 right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line. The Developer discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Developer after completion in order to ensure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

A. Height Restriction.

The developer is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by proliferation of fences of excessive height. The Developer, therefore, will consider rear perimeter fences up to 4 feet in height which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height limit where the rear line of a lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard home in order to secure privacy for the immediate patio or to enclose an in-ground pool area will be permitted. The specific fence height restrictions are as follows:

1) Property fencing and walls above grade shall not exceed 8 feet above grade unless otherwise approved by the Developer.
2) The Developer will not ordinarily approve any proposed fence which exceeds 4 feet in height unless the rear line of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.
3) Patio screens/privacy fences shall not exceed 6 feet in height, except for recreational fences as provided herein.
4) Pond fences - Fences on the pond will not be allowed unless approved by a 2/3 vote of all the owners of lots on the pond.

B. Materials and Finish.

1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.
2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are pre-approved all other colors must be approved prior to construction.
3) All fencing or screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.
4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

C. Approval

The exact location, material, color and height shall be submitted to the developer and thereafter the Homeowner's Association for written approval prior to construction.

Section 4.15 Pond Regulations. Owner of lots on any Admiral Landing pond shall have the exclusive privilege of use of the pond as well as the obligation of maintenance of the pond as provided in Section 8.3. A sub-association consisting of homeowners in Section 9.5 shall own and regulate the use, maintenance and
design is in conformity with the architectural design of the community.

2) The installation of a chain link or other galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are pre-approved all other colors must be approved prior to construction.

3) All fencing or screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.

4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

C. Approval

The exact location, material, color and height shall be submitted to the developer and thereafter the Homeowner’s Association for written approval prior to construction.

Section 4.15, Pond Regulations. Owner of lots on any Admiral Landing pond shall have the exclusive privilege of use of the pond as well as the obligation of maintenance of the pond as provided in Section 8.3 (E). A sub-association consisting of homeowners on the pond shall fund and regulate the use, maintenance and architectural control of all activities affecting the pond, with the Developer maintaining the voting rights as provided in Article 7.2.

A) General use – The pond may be used by owners of pond lots and their guests for fishing, non-motorized boating, and swimming. All activities are at the homeowners risk and are not supervised or regulated by the developer.

B) Docks, beaches and landscaping – generally only modest docks and normal landscaping will be considered. Any plans for construction of improvements or modification of grade around the pond must be submitted in detail for written approval from the development control committee prior to the start of construction.

C) No water may be drawn from the pond for irrigation or other purposes including geothermal heating or cooling.

D) Should a well be necessary to maintain clarity or water height then the pond homeowners shall share in the maintenance and operational costs (electricity) of a well on an equal basis.

E) It is recommended that residents on the pond review their liability policies to ensure adequate liability coverage for pond related activities.

F) Fences – See Section 4.14 A-4 for regulations restricting construction of fences on the pond.

G) If weeds or other vegetation grows out of the pond rip-rap the pond homeowners sub-association shall fund a weed control program to maintain a neat bank. Each homeowner shall trim neatly down to the rip-rap.

ARTICLE V

MAINTENANCE OF LOTS AND IMPROVEMENTS.

The owner of any Lot 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:

A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. Remove all debris or rubbish;

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

D. Cut down and remove dead trees;

E. Where applicable, prevent debris and foreign material from entering drainage areas;

Instrument prepared by: Raymond H. Roehling
F. Keep the exterior of all improvements in such a state of repair of maintenance as to avoid their becoming unsightly.

Section 5.1. "Developer’s Right to Perform Certain Maintenance." In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, Developer and thereafter the Homeowners Association shall have the right, but not the obligation, by and through its agents and employees or contractors may enter upon said Lot and repair, mow, clean, or otherwise perform such other acts as may be reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. All costs of the collection process shall be born by the defaulting lot owner. Neither the Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Declarant/Developer.

Section 5.2. "Annexation." No owner of any Lot shown herein shall have the right to remonstrate against annexation of lots in future sections to the City of Lawrence.

ARTICLE VI

DRAINAGE, DETENTION, UTILITY, SEWER, WALL AND LANDSCAPE EASEMENTS.

Section 6.1 Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each land owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, and shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said easements are for the mutual use and benefit of the owners of all Lots in Admirals Landing.

Should the above repairs or reconstruction be a result of the Lot owner’s violation of these covenants the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care of maintenance.

Section 6.2. Drainage Easements and Detention Easements are created primarily along the rear yards of some Lots to control storm water run off either over- or in underground conduit to serve the needs of the subdivision and adjoining ground and/or public drainage systems. It shall be the individual responsibility of each land owner to maintain drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Obstructions, such as but not limited to fences, firewood stacks, grass clippings, gardens, permanent play equipment, and out buildings in the drainage and detention easements are strictly prohibited.

Should any homeowner restrict or alter the flow of water through a drainage or detention easement, they shall be notified by the Developer or via the Homeowners Association and by the Developer or via the Homeowners Association to correct the matter and then the Homeowners Association shall enter upon the property and
Section 6.2. Drainage Easements and Detention Easements are created primarily along the rear yards of some Lots to control erosion, sediment, and runoff either overland or in underground drain systems. It shall be the individual responsibility of each homeowner to maintain drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Obstructions such as but not limited to: fences, firewood stacks, grass clippings, gardens, permanent play equipment, and out buildings in the drainage and detention easements are strictly prohibited.

Should any homeowner restrict or alter the flow of water through a drainage or detention easement, they shall be notified by registered mail by the Developer or via the Homeowners Association of said violation. The homeowner shall be given 10 days to correct the matter and then the Homeowners Association shall have the duty and obligation to enter upon the property and correct the problem or violation.

From time to time the drainage/detention easements may require regrading, rework, or reconstruction to maintain proper water flow. By acceptance of a deed, the owner hereby grants to the Developer and the Homeowners Association the right of reasonable ingress and egress to enter upon the property to construct or reconstruct to any extent necessary to obtain adequate drainage. Aesthetic repairs shall be limited to final grading and seeding of the affected areas.

Should the above repairs or reconstruction be a result of the Builder's or the Lot owner's violation of these covenants the the Developer or Homeowners Association may seek full recovery of costs including costs of enforcement as described in Section 8.1 as well as release from liability as described in Section 5.1. The annual Homeowners Association dues shall include a sinking fund allowance for the repair or reconstruction of various storm drains in Admirals Landing and the detention areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or lack of reasonable care or maintenance.

Section 6.3. Sign and landscape maintenance easement. Easements for the installation and maintenance of the brick entry wall, signage, lighting, fencing, irrigation systems and landscaping have been created along both sides of the 86th Street entrance into Admirals Landing. The Developer and thereafter the Admirals Landing Homeowners Association shall have the right to enter on to these easements to construct walls, fences, and to install and maintain landscaping. Once installed it shall be the Homeowners Association's responsibility to cut, tree, water, fertilize, spray and otherwise maintain and replace the landscaping installed by the Developer. Except that by May 30th of each year the Homeowner's Association shall purchase and spread at least 1" of fresh mulch in the appropriate areas.

Maintenance of the wall, fencing, landscaping, and irrigation shall remain the sole responsibility and obligation of the Homeowners Association after construction.

Section 6.4. Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal systems designed to serve Admirals Landing and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

Section 6.5. Utility Easements (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easement.

Section 6.6. All such easements mentioned herein include the right of reasonable ingress and egress for maintenance, construction, or reconstruction for the mutual benefit of Homeowners in Admirals Landing. No structure, including fences, shall be built on any drainage, detention, sewer, or utility easement.
ARTICLE VII
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 7.1. "Membership." Initially, to satisfy the requirements of the Indiana Not-for-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 7.2. "Classes of Membership and Voting Rights." The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members; the vote of each Lot owned shall not be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be GEIST INVESTMENTS INC., the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) the end of the Development Period; or,
(b) January 1, 1998.

Section 7.3. "Board of Directors." After the end of the Development Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association and until the end of the Development Period shall consist of three (3) persons designated by Declarant.

Section 7.4. "Professional Management." No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years.

ARTICLE VIII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of an Lot by acceptance of a deed therefor, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses);

(2) Special Assessments for:

(a) capital improvements and operating deficits as provided for herein; and
(b) for special maintenance or repairs as provided for herein; and

(3) any Insurance as provided for herein.

Such assessments shall be established, shall commence upon such dates and shall be collected asliquidated sums. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest thereon, is a charge against the land and may be enforced against the Owner and heirs thereof.

Section 8.4. Operating Assessment. Special Assessments, from time to time, as the Board of Directors may determine, shall be made for conversion purposes and shall not be charged to any Owner for conversion while that Owner maintains an interest in such Ownership.

Section 8.5. Homeowner's Liability. Under Section 8.4, the Declarant shall be liable for the payment of such Operating Assessments and from and after the completion of the Development Period, all Owners shall be liable for such Operating Assessments for all Lots the Owners may own. The Association may, in its discretion, require such notices to be given in advance of any lien for Operating Assessments not paid.

Section 8.6. Dates and Conveyance. The Board of Directors shall fix the dates on which the Association shall convey or receive from Declarant Conveyances for all Lots. Upon receipt of additional funds in advance of the Board of Directors, the Declarant shall convey or receive Conveyances for all Lots as provided in the Conveyance Agreement.

Section 8.7. Board. The Board of Directors shall, from and after the completion of the Development Period, manage the affairs of the Association as provided in the By-Laws. The Board of Directors shall have the power to exercise all of the rights and powers that are necessary or convenient to carry out the purposes and objects of the Association.

Section 8.8. The Regulation of Assessments. The Board of Directors may, at its discretion, regulate and set the amount of assessments to be levied and collected from Owners of Lots within the Association. The Board of Directors may also, at its discretion, approve the issuance of certificates to be used as evidence of the payment of assessments.

Section 8.9. Section 8.8. The Board of Directors may, at its discretion, regulate and set the amount of assessments to be levied and collected from Owners of Lots within the Association. The Board of Directors may also, at its discretion, approve the issuance of certificates to be used as evidence of the payment of assessments.

Section 8.10. The Board of Directors may, at its discretion, regulate and set the amount of assessments to be levied and collected from Owners of Lots within the Association. The Board of Directors may also, at its discretion, approve the issuance of certificates to be used as evidence of the payment of assessments.
Section 8.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

1. Regular Assessments (for maintenance, repairs, and ordinary operating expenses):

2. Special Assessments for,
   a) capital improvements and operating deficits, as provided for herein; and
   b) for special maintenance or repairs as provided for herein; and

3. any Insurance as provided for herein.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

Section 8.2. "Purpose of Regular Annual Assessments." The Regular Annual Assessments levied by the Association shall be used exclusively for the reasonable discharge of the Board of Directors of the Association, for the promotion of the health, safety and welfare of the residents in the Property, for the improvement, maintenance, and repair of the landscape, wall easements, drainage/detention/storm retention easements and common areas, the maintenance of pool and tennis facilities for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the landscape, wall, and drainage/detention/retention easements and other capital improvements which the Association is required to maintain.

Section 8.3. "Maximum Regular Annual Assessments."

A. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Annual Assessment on any Lot conveyed by Declarant shall be Sixty Dollars ($60.00). NOTE: Additional assessments for recreational facilities and for homeowners on the pond will be assessed.

B. From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by not more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership.

C. From and after January 1 of such year, the maximum Regular Annual Assessment may not be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership, except with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

D. The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

E. Pond Homeowners: Purchases of lots on a pond in Admirals Landing shall have the exclusive use of the pond and the responsibility of maintaining the pond in a clear and clean condition. The annual costs of chemicals, aeration (if required), replacement of erosion control (rip-rap) well maintenance and electricity (if required) and weed control shall be divided equally by the homeowner on the pond.
Section 8.4. "Special Assessments for Capital Improvements and Operating Deficits." In addition to the Regular Annual Assessment of the Association, the Association may authorize a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recoup any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this purpose. Notwithstanding, the Declarant, with respect to any Lots owned by it, shall not be required to pay any Special Assessments levied for construction, reconstruction, repair or replacement of any capital improvements which the Association is required to maintain. (See Regular Annual Assessment.

Section 8.5. "Notice and Quorum for Any Action Authorized Under Section 8.3 and 8.4." Written notice of any meeting called for the purpose of taking any action authorized by Section 8.3 or 8.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) of all the votes of the members or of proxies entitled to cast sixty (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the number of the members or of the proxies entitled to cast sixty (60%) of the votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.6. "Uniform Rate Assessment." Regular Annual Assessments and Special Assessments for capital improvements and to recoup operating deficits must be fixed at a uniform rate for all Lots and Pond lots will participate in the overall Homeowners' Association on an equitable plus an additional sub-association that will be responsible for the funding and regulation of all pond related activities. (See 8.3 for additional details.)

Section 8.7. "Date of Commencement of Assessments; Due Dates." The Regular Assessment provided for herein shall commence as to each Lot on the date of conveyance of such Lot by Declarant. A contract sale shall constitute conveyance for the purpose of Homeowner's assessments. The provisions hereof notwithstanding, the owner shall pay the day of conveyance in advance his or her share of the Regular Annual Assessment for the balance of the calendar year in which the conveyance takes place.

The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year. Payment of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors deems appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association, showing the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8.8. "Effect of Nonpayment of Assessments; Remedies of the Association." If any assessment (or periodic installment of such assessment, if applicable), is not paid on the due date established thereof pursuant to Section 8.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 8.1) shall become delinquent and shall constitute a lien on the Lot in which such assessments relate.
The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year. Payment of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment and written notice of any Special Assessment shall be sent to, and shall constitute notice to, every Owner of the Lot assessed, and such notices shall be in the form prescribed by the Board of Directors. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. Assessments made by the Board of Directors, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for a Lot shall be binding upon the Association as of the date of its issuance.

Section 8.8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established thereof pursuant to Section 8.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 8.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his or her devisees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall not pass to such Owner's successor in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action, and reasonable attorneys' fees to be paid by the court. No owner may waive his or her annuity and assume liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of his Lot.

Section 8.9. Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due or payable to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to Section 8.7, as to whether or not such assessments have been paid.

ARTICLE IX
RECREATIONAL FACILITIES, SWIMMING POOL, TENNIS ETC.

Section 9.1. Should the Developer elect to provide recreational facilities for Admirals Landing residents in the form of bathhouse, pool, tennis courts, or other similar facilities, the purchases of lots in Admirals Landing hereby agree to mandatory assessments and payments of such amounts as are approved by the Board of Directors. Assessments will be made on a per lot basis with pro rate due assessed from the date of occupancy. Exact assessments and operational guidelines will be established prior to the start of construction.
ARTICLE X
INSURANCE AND SECURITY

Section 10.1. "Liability Insurance." The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy a Lot.

Section 10.2. "Miscellaneous Insurance Provisions." The Association shall also obtain any other insurance requirement by law to be maintained, including but not limited to Workman's Compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for, and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 10.3. "Payment of Insurance." The premiums for the insurance described above shall be paid by the Association.

Section 10.4. "Additional Insurance." Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property.

Section 10.5. Should the Declarant or thereafter, the Homeowner's Association deem it desirable to employ a security patrol for Admirals Landing then the Homeowner's Association shall assess each lot owner for their pro rata share.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1. "Right of Enforcement." In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. 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, 56-AO-3, as amended, or any conditions attached to approval of this plat by the plat committee.

Section 11.2. "Severability." Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 11.3. "Amendment." During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by a vote of the Owners of at least sixty-six and two-thirds (66 2/3) percent of the Lots in the Plat. After the twentieth (20th) anniversary of the recordation, any amendment or modification shall be made only as authorized by the Declaration.
shall be paid in the calendar year.

The above dollar amount is subject to increase in any manner, as shall be determined by the Board of Directors of the Association, and the annual increase shall be effective on a specified date from the date of this Declaration, as determined by the Board of Directors of the Association. All such increases shall apply to any Lot or Lots thereafter in the same manner and to the same extent as applied to any Lot or Lots theretofore.

The Association shall have the right to enforce the covenants, conditions, and restrictions contained herein, and to require any and all members, tenants, real property owners, lessees, licensees and other persons claiming under any Lot or Lots, to comply therewith. No sale or transfer of any Lot or Lots shall be deemed to be valid unless such sale or transfer is made for value and is for the benefit of the Association, as hereinafter provided.

Section 11.2. "Severability." Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration shall not affect any other provisions hereof, which shall remain in full force and effect.

Section 11.3. "Amendment." During the first twenty (20) years following its recording, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, approved and signed by at least seventy five (75%) percent of the Owners of Lots, and thereafter by an instrument signed by at least two thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of the Owners or the Association shall be changed without the prior written consent of the Owners.

This Declaration may also be amended or modified at any time, prior to the end of the Development Period; if it then has an ownership interest in the Property, at any time within five (5) years after the recording thereof.

The covenants, restrictions and all other provisions of this Declaration shall have the effect of a liens against the Property, and any persons claiming under them for a period of twenty (20) years from the date of recording, and thereafter shall automatically extend for such periods of ten (10) years each unless prior to the expiration of such period this Declaration is amended or changed in whole or in part as hereinafter provided.

Section 11.4. "Mortgage Rights." In addition to any other rights provided elsewhere in this Declaration to mortgagees, any owner of any Lot or Lots, or any party to whom any Lot or Lots have been mortgaged, shall have the right to sell or transfer the Property, or any portion thereof, or to assign any right, lien or security interest in the Property, without any consent or approval of the Association, but all such transfers, sales, assignments or other transfers shall be consistent with the purposes of the Declaration and the covenants, restrictions and other provisions thereof. Any such transfer, sale or assignment shall be effective only when recorded in the Office of the Recorder of Marion County, Indiana, and shall be subject to the provisions of this Declaration.

Any such sale or transfer of any Lot or Lots shall be subject to the prior approval of the Association, and such Association shall be entitled to an interest in any such transfer, sale or assignment, together with all rights, liens and security interests to which such Association may be entitled.

Section 11.5. "Notice of Mortgagees." The Association, upon request, shall provide to any person holding a mortgage or any person claiming under them, a written notice of any such mortgage or notice specifying unpaid assessments and other defaults of the Owner of any Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such notice, and any such notice shall be in addition to any such certificate or notice, and any such certificate or notice issued by the Association shall be binding upon the Association, as provided for herein.

OOL. TENNIS

Provide recreational facilities for the enjoyment of the residents of the Association.
ARTICLE XII
DEDICATION OF ROADS

Section 12.1. All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

IN WITNESS WHEREOF, GEIST INVESTMENTS INC., an Indiana Corporation, has caused this Declaration to be executed as of the date first written above.

GEIST INVESTMENTS INC., an Indiana Corporation

BY: Raymond H. Roehling, President

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public, in and for said county and state, personally appeared RAYMOND H. ROEHLING, President of Geist Investments, Inc., and Indiana Corporation, who having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said corporation.

WITNESS my hand and seal this 9th day of September, 1988.

Karen E. Roehling, Notary Public

Karen E. Roehling, Printed Name

My Commission Expires: 3-16-93
Residing in Hamilton County.
AMENDMENT
TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "ADMIRALS
LANDING SECTION I AND II"

ORIGINAL RECORDING DATE: 10-28-86
INSTRUMENT NUMBER: 860108601 AND 860108602
LEGAL DESCRIPTION: SEE EXHIBIT "A"
CHANGE: SECTION 3.6 (A) SIZE OF DWELLING

Currently required that the ground floor area of the main structure in
Section One shall not be less than 2200 square feet in the case of a
one story structure, nor less than 1200 square feet in the case of a
two story dwelling. In section two, the ground floor area shall be a
minimum of 2000 square feet for a one story structure and not less than
1100 square feet in the case of a two story dwelling. The first and
second stories of a two story or multilevel shall contain at least 2400
square feet in section one and 2200 square feet in section two. These
square footages refer only to finished interior living space, excluding
open patios, finished lower levels, screened porches, garages, etc.

Section One standards remain the same. Section Two standards have been
revised to the above.

This document executed on the 26th day of October 1991.
86th Street Development Company, Limited partnership, as Indiana
Limited partnership By: Geist Investment Company, Inc., General
Partner

Signature: James A. Calhoon
Printed: James A. Calhoon

Signature: Raymond H. Fosling
Printed: Raymond H. Fosling

STATE OF INDIANA
COUNTY OF MARION
ACKNOWLEDGMENT

Before me, a Notary public in and for said County and State, personally
appeared 86th Street Development Company, Limited partnership, an
Indiana Limited Partnership By: Geist Investment Company, Inc., General
partner who acknowledged the execution of the foregoing Warranty Deed,
and who, having been duly sworn, stated that any representations
therein contained are true.

Witness my hand and notarial Seal this 28th day of October, 1991.

Signature: Karen E. Roehling
Printed: Karen E. Roehling

Resident of Hamilton County, Indiana.

This instrument prepared by Raymond H. Roehling

FILED
OCT 29 1991
LAWRENCE TOWNSHIP
ASSessor

FILED
OCT 25 1991
DEPT. METRO DEVELOPMENT
BY
PART OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE WEST 00 DEGREES 00 MINUTES 00 SECONDS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE WEST 00 DEGREES 00 MINUTES 00 SECONDS TO THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE WEST 00 DEGREES 00 MINUTES 00 SECONDS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE WEST 00 DEGREES 00 MINUTES 00 SECONDS TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS TO THE WEST SIDE OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE WEST 00 DEGREES 00 MINUTES 00 SECONDS TO THE POINT OF BEGINNING, CONTAINING 63.96 ACRES, MORE OR LESS.