CROSS REFERENCE

87C103091

PLAT COVENANTS AND RESTRICTIONS

THE HAMPTONS AT GEIST - SECTION I

The undersigned, Herman Associates, an Indiana corporation (the "Developer"), is the owner of the real estate more specifically described in Exhibit A attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate shown on the plat for The Hamptons at Geist, dated September 1, 1987, which is concurrently being recorded as Instrument No. 87-103094 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in such plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the plat (the "Subdivision") shall be known and designated as The Hamptons at Geist, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of The Hamptons at Geist, dated August 10, 1987, and recorded August 12, 1987, as Instrument No. 87-104074, in the office of the Recorder of Marion County, Indiana, at the same may be amended or supplemented from time to time as therein provided (the "Declaration"); to commitments and to the rights, powers duties and obligations of The Hamptons at Geist (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions. In addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. STREETS:
   All streets shown and not heretofore dedicated, are hereby dedicated to the public for its use. All lots shall be accessed from the interior streets of the subdivision. No access shall be permitted from Mud Creek Road.

2. EASEMENTS FOR DRAINAGE, SEWER AND UTILITIES:
   Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

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A. **DRAINAGE EASEMENTS (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the Lot Owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer of the subdivision.

B. **SEWER EASEMENTS (S.E.)** are created for the use of the local government agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the Property for the purposes of installation of maintenance of sewers that are a part of said system. Each Owner of a Lot must connect with any public sanitary sewer available.

C. **UTILITY EASEMENTS (U.E.)** are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

D. The Owners of all Lots in the Property shall take title subject to the rights of public utilities, governmental agencies, and the right of the other Owners in the Property to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

3. **LANDSCAPE EASEMENTS:** Any areas of ground on the plat marked “Landscape Easements” are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon any Landscape Easements. The owners of lots in the Subdivision shall take and hold title to the Lots subject to any Landscape Easements herein created and reserved.

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4. COMMON AREAS:
All areas designated as a Block, as shown on the Plat, are
hereby declared to be Common Areas. Portions of the Common
Areas are designated as "Lake" which shall be the area
which is reserved for the water of the lake. No structures
of any kind shall be built within the area shown as the
Lake. All Common Areas are hereby reserved for the use of
the Developer during the development period, and for the
use of the Association after the development period for any
purposes deemed to be for the benefit of the Development as
well as for access to the Lake and lot construction,
management and control thereof. The Common Areas in Blocks
C and E, and the Lake, are hereby reserved for the use and
enjoyment of all the lot owners, subject to the right of
the Association to promulgate reasonable rules and
regulations (not inconsistent with the provisions of the
Plat and the Declaration) governing such use and
enjoyment. The owners of Lots which are contiguous to
Block D shall be entitled to the exclusive use of so much
of the Common Area in Block D as is located between their
lot lines and the water's edge of the Lake, subject only to
the rights of the Association and the Developer as stated
above. Lots which are contiguous to Blocks C and E shall
not have exclusive use of the common areas between their
lot lines and the edge of the water in the Lake. Each Lot
owner shall be responsible for moving and maintaining any
Common Area located directly between his lot line and the
edge of the water in the Lake unless and until the
Association shall elect to take over such maintenance.
There shall be no swimming or boating in the Lake, unless
after the development period the Association shall
otherwise provide. The Association may adopt reasonable
rules and regulations governing the use of Common Areas,
and particularly those on Blocks C and E, where
improvements are contemplated. The owners of Lots in the
Subdivision shall take and hold title to the Lots subject
to the rights herein granted with respect to Common Areas.
There are no Landscape Easements or other Easements
designated as such in the Common Areas. The Developer,
during the Development Period, and the Association
thereafter, shall have the power and authority to grant
drainage, utility, sewer, and landscape easements in the
Common Areas and the same shall thereafter be binding on all
the Owners.

5. FENCES:
No fence, wall, hedge, or shrub planting which obstructs
right lines at elevations between two and six feet above
the street, shall be placed or permitted to remain on any
corner Lot within the triangular area formed by the street
property lines and a line connecting points 25 feet from
the intersection of said street lines. No trees shall be
permitted to remain within said distances of such
intersections unless the foliage line is maintained at
sufficient height to prevent obstruction of such lines.

6. NUISANCES:
No outside toilets shall be permitted on any Lot in the
Property (except port-a-jets or like structures during
construction).

7. CONSTRUCTION OF SEWAGE LINES:
All sanitary sewage lines on the Lots shall be designated
and constructed in accordance with the provisions and
requirements of the City of Indianapolis Department of
Public Works.

8. IN GENERAL:
No noxious or offensive activities shall be carried on on
any Lot in the Property, nor shall anything be done on any
of the said Lots that shall become or be of an unreasonable
annoyance, nuisance to any Owner of another Lot in the
Property.

9. ANIMALS:
No animals shall be kept or maintained on any Lot in the
Property except the usual household pets, and, in such
case, such household pets shall be kept reasonably confined
so as not to become a nuisance.

10. VEHICLE PARKING:
No trucks, campers, trailers, recreational vehicles, boats,
boat trailers or similar vehicles (excepting temporary
construction trailers being used in conjunction with work
in progress) shall be parked on any street or Lot in the
Property for a period of more than forty-eight hours unless
such vehicles are stored within a garage.

11. GARBAGE, TRASH AND OTHER REFUSE:
No Owner of a Lot in the Property shall burn or permit the
burning out of doors of garbage or other refuse, nor shall
any such Owner cause or permit the accumulation out of
doors of such refuse on his Lot. Rubbish, garbage or other
waste shall be kept in sanitary containers. All equipment
for storage or disposal of such materials shall be kept

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view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. All Dwellings built on the Property shall be equipped with a garbage disposal.

12. FUEL STORAGE TANKS AND TRASH RECEPTACLES:
Every tank for the storage of fuel that is installed outside any building in the Property shall be buried below the surface of the ground or entirely screened from view of surrounding properties and public street frontages. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Property at any time, except at times when refuse collections are being made.

13. MODEL HOMES:
No Owner of any Lot in the Property shall build or permit the building upon said Lot of any Dwelling that is to be used as a model home or exhibit house without permission to do so from the Developer.

14. OUTBUILDINGS:
No trailers, sheds, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a temporary or permanent; nor any structure of a temporary character be used as a residence.

15. TEMPORARY STRUCTURES:
No temporary, house, trailer, tent, garage or other outbuilding (excepting construction trailers per paragraph 14, above) shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot.

16. DITCHES AND SWALES:
It shall be the duty of every Owner of every Lot in the Property on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purpose of this subsection. All Owners, if necessary, shall install drive culverts between the road rights-of-way and their Lots in conformity with the specifications and recommendations of the City of Indianapolis Department of Transportation.
17. RESIDENTIAL DEVELOPMENT REQUIREMENTS:
All Lots in the Property shall be known and designated as residential Lots. No business buildings shall be erected on said Lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwellings Districts Zoning Ordinance of Marion County, 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 thirty-five (35) feet in height, and residential accessory buildings. Any garage or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of such dwelling. The minimum square footage of living space of dwellings constructed on all Lots shall be 1600 square feet for ranch-type, and 2200 square feet for multi-story dwellings, provided that a minimum of 1000 feet shall be on the ground floor, excepting if changing conditions in the marketplace, state of the art changes in development patterns or other unforeseeable conditions should occur during the time of build-out of the entire property, the Declarant, upon petition to the Metropolitan Development Commission and public hearing thereon for what is presently designated an "AP Approval", may reduce living unit sizes excepting on perimeter ("P") Lots for good cause shown provided that in no event shall interior Lots be reduced below a minimum space of 1600 square feet for ranch-type dwellings and 1900 square feet for multi-story dwellings. As an exception to the minimum house size, the Developer may retain the existing single family residence on the property which is below the minimum size herein covenanted for new houses. Additional lots for which the Developer shall not reduce the minimum house sizes are the first four lots along the North side of the Property extending East from Mud Creek Road and all platted lots which abut the west 1210 feet along the South side of the Real Estate unless the neighboring property owner to the South shall consent to the filing of such Approval Petition.

The square footage of living space is exclusive of porches, terraces, garages, carports, accessory buildings and basements (excepting finished lower levels such as bi-levels or tri-levels).

18. RESIDENTIAL SETBACK REQUIREMENTS:
A. In General - Unless otherwise provided in these restrictions or on the recorded plat, all development standards shall meet at least 25’ of setback and no dwelling or above grade structure shall be constructed or placed on any lot in the Property except as provided herein.

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B. Definitions — "Side line" means a Lot boundary that extends from the road on which a Lot abuts to the rear line of said Lot. "Rear line" means the Lot boundary line that is farthest from, and substantially parallel to, the road on which the dwelling on the Lot fronts except that on corner Lots, it may be determined from either abutting road. All Lots along Mud Creek Road shall back up to Mud Creek Road except corner Lots at streets intersecting Mud Creek Road.

C. Front Yards — The front building setback lines shall be thirty (30) feet on collector streets, if any are constructed, and twenty-five (25) feet on local streets all as set forth upon the plat of the Property.

D. Side Yards — The side yard setback lines shall not be less than an aggregate of nineteen (19) feet. Provided, however, no side yard shall be less than seven (7) feet from the side line of the Lot.

E. Rear Yards — Rear setback lines shall be at least thirty-five (35) feet.

19. ARCHITECTURAL CONTROL COMMITTEE:
Prior to application for Improvement Location Permit for the Department of Metropolitan Development of the City of Indianapolis for the construction of a Dwelling or other structure, site plans and building plans shall be approved in writing by the Architectural Control Committee as defined in the Declaration of Restrictions. Such approval shall, during the development period, include building design, color and location, private drives, tree preservation and proposed landscaping. This committee shall be composed of Stanley Herman and two persons appointed by him, both of whom are knowledgeable in residential development. One member's signature shall be required by the Committee unless the Committee shall otherwise provide. Members of the Committee shall receive notice of meeting for review of plans and specifications personally or by telephone within forty-eight hours after plans and specifications have been submitted for approval.

All Dwellings will be built by custom builders who have experience in custom construction of housing comparable to the standards of these covenants and development in the general area. No Dwelling shall use aluminum siding on its exterior surfaces for more than eight percent (8%) of the aggregate exterior surface area.
No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any Lot in the Property without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be made 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, each properly 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 material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports as hereinbefore required. All such plot plans shall be prepared by professional draftsmen, registered land surveyor, engineer or architect.

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 plat covenants.

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

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

26. HEATING PLANTS AND GARAGES:

Every Dwelling in the Property must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the Dwelling. Every Dwelling in the Property must have at least an attached two-car garage.
21. **LANDSCAPING:**
A minimum of two (2) trees, of 2-1/2" or more, will be required to be on, or be planted on, each residential lot, together with adequate shrubbery. There will be provided along the entire length of where the property abuts Mud Creek Road, except the street openings, a landscape and earth mound screen. The earth mounding will vary between three and six feet in height. Such mounding may be reduced in size where necessary to preserve existing trees and may extend to eight feet in height. Landscaping will be provided by cluster of deciduous and conifer trees, planted in groups of two, three and four approximately 20 feet on center with groups of shrubbery in between.

22. **DILIGENCE IN CONSTRUCTION:**
Every building whose construction or placement on any Lot in the Property is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage. If the owner shall fail to move or repair same within the time allotted then the Developer or the Association may repair or remove the same and the cost thereof shall be assessed against the Owner of such Lot and become a continuing lien upon the land in the same manner and enforceable by the same means and charges as the levying and collection of charges for maintenance of Common Property as set forth in the Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the Recorder of Marion County, Indiana.

23. **PROHIBITION OF USED STRUCTURES:**
All structures constructed or placed on any Lot in the Property shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

24. **MAINTENANCE OF LOTS AND IMPROVEMENTS:**
The Owner of any Lot in the Property shall at all times maintain the Lot and any improvements situated thereon in a manner as to prevent the unsightly growth of vegetation and noxious weeds;

A. Not 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 Property;

D. Cut and remove dead trees;

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

25. DRIVEWAYS:
Each driveway in the Subdivision shall be of concrete or asphalt material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

26. ANTENNAE AND SATELLITE DISHES:
No antenna in the Subdivision shall exceed five (5) feet above a roof peak. No satellite dishes shall be installed or permitted in the Subdivision.

27. ENFORCEMENT:
A. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any subdivision which is now or hereafter made subject to and annexed to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorney’s fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

B. 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 herein 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, §8-A0-3, as amended, or any conditions attached to approval of the plat by the Plat Committee.

28. AMENDMENT:
These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivisions have been sold by Developer, any such amendment of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph 27) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2008, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

29. INVALIDATION:
Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

HERMAN ASSOCIATES, INC., an Indiana corporation does hereby plat, layoff and subdivide the attached described real estate into lots and easements as shown on the plat to be known as "THE HAMPTONS AT GEIST, SECTION 1."
IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has heretofore caused its name to be subscribed this 10th day of August, 1987.

HERMAN ASSOCIATES, INC.

By /s/ Stanley Herman

Stanley Herman, President

STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for the State of Indiana, personally appeared Stanley Herman, the President of Herman Associates, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 10th day of August, 1987.

Notary Public

Printed Name

My Commision Expires: 

My County of Residence:

This instrument prepared by Walter E. Wolf, Jr., Klinevich, Rose, Wolf and Wailack, 2130 One Indiana Square, Indianapolis, Indiana 46204

2112c/WEM/07-06-07  12  1
THE HAMPTONS AT GEIST
FINAL PLAT - SECTION I

A part of the Northeast Quarter of Section 19, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North 00°40'11" East along the east line of said Northeast Quarter 375.40 feet to the point of beginning; thence North 71°59'44" West 216.40 feet to a point on a curve concave Northwesterly having a central angle of 06°37'03" and a radius of 475.00 feet; thence Southwesterly along said curve on arc distance of 36.28 feet (said arc being subtended by a chord having a bearing of South 24°19'42" West and a length of 38.28 feet); thence North 57°49'08" West 194.30 feet; thence North 13°40'20" East 60.74 feet; thence North 01°07'42" West 94.68 feet; thence North 76°51'13" West 49.93 feet; thence North 59°15'08" West 54.62 feet; thence North 48°49'33" West 90.87 feet; thence North 83°02'45" West 146.86 feet; thence North 04°05'28" East 81.43 feet; thence North 24°18'21" East 137.38 feet; thence North 08°35'10" West 133.40 feet; thence South 88°07'28" East 90.25 feet; thence North 12°07'27" West 101.33 feet; thence North 77°52'32" East 33.16 feet; thence North 70°10'02" East 127.14 feet; thence North 50°45'56" East 132.44 feet; thence North 24°47'58" East 46.02 feet; thence North 08°35'04" West 97.86 feet; thence North 33°46'04" West 07.81 feet; thence North 44°23'40" East 192.11 feet to a point on a curve concave Southwesterly having a central angle of 10°33'58" and a radius of 525.00 feet; thence Northwesterly along said curve on arc distance of 56.82 feet (said arc being subtended by a chord having a bearing of North 53°47'14" West and a length of 96.68 feet); thence North 36°35'26" East 243.41 feet; thence North 88°58'49" East 339.67 feet to the east line of said Northeast Quarter; thence South 00°40'11" West along said east line 1612.64 feet to the point of beginning, containing 13.72 acres, more or less; subject to highways, rights-of-way, and easements.

This subdivision consists of 29 lots numbered 1 through 9, both inclusive, lots numbered 19 through 39, both inclusive, and streets as shown hereon.

EXHIBIT A

870103091
CONSENT OF MORTGAGEE

First National Bank of Louisville, being the holder of a mortgage on certain real estate located in Marion County, Indiana, and more specifically described in Exhibit A attached hereto (the "Real Estate"), dated May 27, 1987, made to the undersigned by Herman Associates, Inc., an Indiana corporation, and recorded on June 1, 1987, in the office of the Recorder of Marion County, Indiana as Instrument No. 87-61802 (the "Mortgage") hereby consents (a) to the execution, plotting and recording of (i) a Declaration of Covenants, Conditions and Restrictions, and (ii) two (2) Plats designated The Hamptons at Geist, Section I and The Hamptons at Geist, Section II, together with Plat Covenants and Restrictions with respect to both Sections, all in the office of the Recorder of Marion County, Indiana, by Herman Associates, Inc., and (b) to the submission of the Real Estate to said Declaration and Plat. The undersigned further agrees that the Mortgage with respect to the Real Estate shall be subject to, and entitled to the benefits of, said Declaration and Plat. Except as to the extent that the Mortgage is modified by this Consent, the Mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

EXECUTED this 10 day of August, 1987.

FIRST NATIONAL BANK OF LOUISVILLE

870103091

ATTORNEY
By
Printed Name: James M. Scudder
Title: Mortgage Banking Officer

STATE OF KENTUCKY
COUNTY OF Jefferson

Before me, a Notary Public in and for the State of Indiana, personally appeared James M. Scudder, and
John N. Johnson, respectively, subscribe their respective names as Officers of the First National Bank of
Louisville, who acknowledged the execution of the
foregoing Consent of Mortgagee for and on behalf of said

WITNESS my hand and Notarial Seal this 10th day of

My Commission expires:

My County of Residence:

This instrument was prepared by Walter E. Wolf, Jr.,
Attorney at Law, KLINEMAN, ROSE, WOLF and WALLACK, 2130 One
Indiana Square, Indianapolis, Indiana 46204.
CONSENT OF MORTGAGOR 870103091

Paul W. Krone, Trustee of Cincinnati, Ohio, being the holder of a mortgage on that real estate located in Marion County, Indiana, which is described in Exhibit A attached hereto (the "Real Estate"), dated December 30, 1986, made by Housing Technology, Inc. (now known as Herman Associates, Inc.) and also a mortgage made by Herman Associates, Inc., dated May 29, 1987, (the "Mortgages"), which Mortgages were recorded in the Office of the Recorder of Marion County, Indiana, as Instrument Numbers 86-134691 and 87-51758, respectively hereby (a) consents to the execution, platting and recording of (i) a Declaration of Covenants, Conditions and Restrictions by Herman Associates, Inc., dated [August 10, 1987], and (ii) two (2) Plats designated The Hamptons at Geist, Section I, and The Hamptons at Geist, Section II, together with Plat Covenants and Restrictions with respect to both Sections and (b) to the submission of the Real Estate to said Declaration and Plat. The undersigned further agrees that the Mortgage with respect to the Real Estate shall be subject to, and entitled to the benefits of, said Declaration and Plat. Except and to the extent that the Mortgage is modified by this Consent, the Mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

EXECUTED this [day] of [date], 1987.

[Signature]

Paul W. Krone, Trustee
STATE OF OHIO }  
COUNTY OF HAMILTON 

Before me, a Notary Public in and for the State of Indiana, 
personally appeared Paul W. Krone, as Trustee, who acknowledged 
the execution of the foregoing Consent of Mortgagee. 

WITNESS my hand and Notarial Seal this 30th day of 

Notary Public 

S70103091 

My Commission expires: 
Dec 31, 1988 

My County of Residence: 
Ohio 

This instrument prepared by Walter E. Wolf, Jr., Attorney 
at Law, KLINEMAN, ROSE, WOLF and WALLACK, 2130 One Indiana 
Square, Indianapolis, Indiana 46204.
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE HAMPTONS AT GEIST

THIS DECLARATION is made this 14th day of August, 1987, by HERMAN ASSOCIATES, INC., an Indiana corporation (the "Developer").

Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Estate").

2. Developer intends to subdivide the Real Estate into residential lots;

3. Before any subdividing any portion of the Real Estate, Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of all or any part thereof.

4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana, and collecting and disbursing the assessments and charges as herein provided.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate, or any part thereof.
ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Applicable Date" means that date referred to in Section 5.3 below.

1.2 "Association" means The Hampton's at Geist Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

1.3 "Committee" means the Architectural Control Committee established pursuant to Article VI, paragraph 5.1, of this Declaration for the purposes herein stated.

1.4 "Common Areas" means (i) all portions of the Real Estate (including all improvements thereto) shown on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, which are not Lots and which are not dedicated to the public, (ii) any landscape islands located in any public right-of-way within and upon the Real Estate and (iii) all facilities and personal property owned or leased by the Association from time to time.

1.5 "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, maintenance, repair and replacement of the Common Areas and the performance of the responsibilities and duties of the Association including, without limitation, expenses for the improvement, maintenance and repair of the Lake Easements, Drainage Easements and Utility Easements and any landscape easements, shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, (iii) all sums lawfully assessed against the Owners by the Association and (iv) all sums declared by this Declaration to be Common Expenses.

1.6 "Developer" means Herman Associates, Inc., an Indiana corporation, and any successors and assigns of it whom it designated in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.
1.7 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer no longer owns any Lot within or upon the Real Estate.

1.8 "Lot" means any numbered parcel of land shown and identified as a lot on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.9 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

1.10 "Nonaffiliated Owner" means any "Owner" (hereinafter defined) other than Developer, or any entity related to Developer.

1.11 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot.

ARTICLE II

NAME

The name by which the Real Estate shall be known is "The Hamptons at Celis." 

ARTICLE III

APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (1) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, or (2) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or
undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV

COMMON AREAS

4.1 Easement to Owners. Developer hereby creates and grants a non-exclusive easement in favor of each Owner, for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas;

(ii) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(iii) the right of Association to suspend the voting rights and the right to use any recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for reasonable periods for any infraction of its published rules and regulations.

(iv) the rights of the Developer as provided in this Declaration and in any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana;

(v) the terms and provisions of this Declaration; and

(vi) the easements reserved elsewhere in this Declaration and in any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

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(vii) the right of the owner of each Lot which abuts the Lake to be conducted on the Real Estate to fence that portion of the Lake shoreline which lies between his or her Lot and the water's edge, provided that full access thereto at any time is provided to the Association.

4.2 Declaration of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, his right of enjoyment of the Common Areas to his family members, his tenants or contract purchasers who reside on the Lot.

ARTICLE V
ASSOCIATION

5.1 Membership. Each Owner shall, automatically upon becoming an Owner, become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership shall terminate and the new Owner of his Lot shall be and become a member of the Association.

5.2 Classes of Membership. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless the Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then be a Class A member). Class A members shall be entitled to one vote for each Lot owned.

(ii) Class B Members. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date".

5.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date which is the earlier of (a) the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or (b) December 31, 1990.

5.4 Multiple or Entity Owner. Where more than one person or entity constitutes the owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the
any such improvements installed by Developer or the Association in good condition and repair. Without limiting the generality of the foregoing, such maintenance obligations shall include overflow maintenance to protect the ponds or lakes from erosion, algae control and maintenance of minimum water levels. It is intended that such actions shall be taken in accordance with recommendations regarding the same from applicable governmental agencies having jurisdiction, but nothing herein shall constitute an undertaking or duty to exceed the requirements of applicable law and prudent pond and lake operation.

(iv) Any necessary replacement of the drainage system in- and upon the Drainage Basements (shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) as the Association deems necessary or appropriate, and the maintenance of any drainage system installed in or upon said Drainage Basements by Developer or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Drainage Basement to keep the portion of the Drainage Basement on his Lot free from obstructions so that the surface water drainage will be unimpeded, or to reimburse the Association for its expense of repairing or maintaining that part of the drainage system which the Association repairs and/or maintains because such obligated Owner failed to do so.

(v) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under this Declaration and such other insurance as the Association deems necessary or advisable.

(vi) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(vii) Assessment and collection from the Owners of the Common Expenses.

(viii) Contracting for such services as management, snow removal, security control, trash removal or other services as the Association deems necessary or advisable.

(ix) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas, the use and enjoyment of the lakes and ponds located in and upon the Lake Basements by the Owners, and the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules

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and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Regular or Special Assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

(x) Replacement and maintenance of any street identification signs within and upon the Real Estate designated as private street signs.

5.8 Compensation. No director of the Association shall receive compensation for his services as such director, except to the extent expressly authorized by a majority vote of the Owners.

5.9 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association, unless any such contract shall have been made in bad faith. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.10 Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitees"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitees in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also indemnify any such Indemnitee for the reasonable cost of any liability rendered in any
action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director or officer was not guilty of gross negligence or willful misconduct. In seeking such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification as provided in this paragraph 5.9.

5.11 Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association, and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors, and any such bond shall specifically include protection for any insurance proceeds received by any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established an Architectural Control Committee to perform the functions provided for herein. The Committee shall consist of Stanley Neuman and two (2) other members appointed from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause, unless bonds have been posted on all the Lots. After such time, the Committee
shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

6.1 Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure or improvement of any type or kind shall be reptated, constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, 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, each properly 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 material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1" equals 10'; or one quarter of one-eighth inch equals one foot; or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

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

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restriction in this Declaration of any subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana.

(b) The design or color scheme of a proposed improvement or improvements is not in harmony with the general surroundings of the Lot or with adjacent buildings at "improvement or improvement."
(c) The proposed repainting or improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items in it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or any subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

6.3 Duties of Committee. The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) 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 for such disapproval.

6.4 Liability of Committee. Neither the Committee, Developer, the Association nor any agent of any of the foregoing 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.

6.5 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

6.6 Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting or repainting by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

ARTICLE VII

ADDITIONAL

7.1 Creation of Easements. Developer, for each Lot now or hereafter owned by it, hereby covenants,
and each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.2 Purpose of Assessments. The Regular or Special Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas and Landscape Easements, Lake Easements, Drainage Easements and Utility Easements shown and identified as such on any subdivision map of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, and of any public improvements in the Real Estate, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a manner and for the purpose of providing repair and replacement of the Special Improvements which the Association is required to maintain.

7.3 Board of Directors. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix,
from time to time, the Regular Assessment against each Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided.

(1) Until January 1, 1989, the maximum Regular Assessment for a calendar year on any Lot shall not exceed One Hundred Twenty and 00/100 Dollars ($120.00).

(2) From and after January 1, 1989, the maximum Regular Assessment on a Lot for any calendar year may be increased by not more than ten percent (10%) per year without a vote of the members of the Association.

From and after January 1, 1989, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified above, only with the approval of two-thirds (2/3) of those members of each class of members of the Association who cast votes in person or in proxy at a meeting of the members of the Association duly called for such purpose.

7.4 Special Assessments. In addition to Regular Assessments, the Association may make Special Assessments against each Lot for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

7.5 Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.

7.6 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessment shall commence as to each Lot on the earlier of the following dates:

(i) the first day of the first calendar month following the first conveyance of such Lot to a Nonaffiliated Owner; or

(ii) the first day of the fourth month following the completion of construction of a residence on the Lot.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days
in advance of each annual assessment period. Written notice of
the Regular Assessment, any Special Assessments and such other
assessments notices as the Board of Directors shall deem
appropriate shall be sent to each Owner subject thereto. The
due dates for all assessments shall be established by the Board
of Directors of the Association. The Board of Directors may
provide for reasonable interest and late charges on past due
installments of assessments.

7.7 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular
Assessments and Special Assessments, or from contributing
toward the Common Expenses and toward any other expense
lawfully agreed upon, by nonuse of the Common Areas or
abandonment of the Lot belonging to him. If any Owner shall
fail, refuse, or neglect to make any payment of any assessment
(for periodic installation of an assessment, if applicable).
When due, the lien for such assessment on the Owner’s Lot may be
titled and foreclosed by the Board of Directors of the
Association for and on behalf of the Association as a mortgage
on real property or as otherwise provided by law. Upon the
failure of an Owner to make timely payments of any assessment
(for a periodic installment of an assessment, if applicable)
when due, the Board may in its discretion accelerate the entire
balance of any unpaid assessments and declare the same
immediately due and payable, notwithstanding any other
provisions hereof to the contrary. In any action to foreclose
the lien for any assessment, the Owner and any occupant of the
Lot shall be jointly and severally liable for the payment to
the Association of reasonable rental for such Lot, and the
Board of Directors shall be entitled to the appointment of a
receiver for the purpose of preserving the Lot and to collect
the rentals and other profits therefrom for the benefit of the
Association to be applied to the unpaid assessments. The Board
of Directors of the Association may, at its option, bring a
suit to recover a money judgment for any unpaid assessment
without foreclosing or waiving the lien securing the same. In
any action to recover an assessment, whether by foreclosure or
otherwise, the Board of Directors of the Association, for and
on behalf of the Association, shall be entitled to recover from
the Owner of the respective Lot costs and expenses of such
action incurred (including but not limited to reasonable
attorneys’ fees) and interest from the date such assessments
were due, until paid.

(ii) Notwithstanding anything contained in this
paragraph 7.7 or elsewhere in this Declaration, any sale or
transfer of a Lot to a Mortgagor pursuant to a foreclosure of
its mortgage or conveyance to

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any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance and after the effective date of the mortgage provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance, in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien thereof.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full-replacement cost of all improvements, if any, which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire or other hazards the Association may deem desirable. Such insurance coverage shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, Officers, agents and employees, any employee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of one million dollars ($1,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the common areas and the Lake Easement and Landscape Easement areas (shown and identified as such upon the Subdivision plat of the Real Estate now or heretofore owned in the office of the Recorder of Marion County, Indiana) and shall include the Association, its Board of Directors, Officers, agents and employees, any...
committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall prevent the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expense.

ARTICLE IX
MAINTENANCE AND DECORATION

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of the exterior maintenance shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither 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.

9.2 Damage in Common Areas. In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are sufficient to cover the costs of repair or replacement of the property damaged or
destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any Landscape Baseline, Lake Baseline, Drainage Baseline, or Utility Baseline areas, if, due to the willful, intentional, or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such Baseline areas) or of maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a special assessment against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

9.3 Additional Restrictions Concerning Residence and Other Structures.

(i) No change shall be made in the exterior color of any residence or accessory buildings located on a Lot without the prior written approval of the Committee.

(ii) Existing or newly planted trees on any Lot shall not be removed by an Owner, after his occupancy, without the prior written approval of the Committee; provided, however, that nothing herein shall prevent the removal of trees by Developer, or any entity related to Developer, during the development of the Real Estate and during the construction by Developer, or any entity related to Developer, of a residence or accessory building on any Lot.

ARTICLE X

MORTGAGE

10.1 Notice to Association. Any Mortgagor who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagor. A record of such Mortgage and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the mortgagor pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed
effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such Mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it is otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.2 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days.

ARTICLE XI
AMENDMENT

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of members of the Association at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated voice at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration shall be approved by a vote of not less than two-thirds (2/3) in the aggregate of the votes of all Owners provided, however, that any such amendment shall require the prior written approval of Developer as long as Developer or any entity related to Developer owns a lot within and upon the Real Estate. In the event of a vote in favor of a first mortgage, the Mortgagee shall be notified of the meeting and
the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee). In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagees of the time limitation contained in this sentence.

11.2 By Developer. Developer hereby reserves the right so long as Developer, or any entity related to Developer, owns any lot within and upon the Real Estate to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer, without the approval of any other person or entity, in order to bring Developer into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration or any other governmental agency to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that Developer
shall not be entitled to make any amendment which has a
materially adverse effect on the rights of any Mortgagor, nor
which substantially impairs the benefits of this Declaration to
any Owner or substantially increases the obligations imposed by
this Declaration on any Owner.

11.3 Recording. Each amendment to the Declaration shall be
executed by Developer only in any case where Developer has the
right to amend this Declaration without any further consent or
approval, and otherwise by the President or Vice President and
Secretary of the Association; provided, that any amendment
requiring the consent of Developer shall contain Developer's
signed consent. All amendments shall be recorded in the Office
of the Recorder of Marion County, Indiana, and no amendment
shall become effective until so recorded.

ARTICLE XII

GENERAL PROVISIONS

12.1 Right of Enforcement. Violation or threatened
violation of any of the covenants, conditions or restrictions
enumerated in this Declaration or in any subdivision plat of
all or any part of the Real Estate now or hereafter recorded in
the Office of the Recorder of Marion County, Indiana, shall be
grounds for an action by Developer, the Association, any Owner,
and all persons or entities claiming under them, against the
person or entity violating or threatening to violate any such
covenants, conditions or restrictions. Available relief in any
such action shall include recovery of damages or other sums due
for such violation, injunctive relief against any such
violation or threatened violation, declaratory relief and the
recovery of costs and attorneys' fees incurred by any party
successfully enforcing such covenants and restrictions;
provided, however, that neither Developer nor the Association
shall be liable for demands of any kind to any person for
failing to enforce or carry out any such covenants, conditions
or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on
the part of any aggrieved party to invoke any available remedy
with respect to any violating or threatened violation of any
covenants, conditions or restrictions enumerated in this
Declaration or in any subdivision plat of all or any part of
the Real Estate shall be deemed to be a waiver by that party of
an estoppel of that party to assert any right available to him
upon the occurrence, recurrence or continuance of such
violation or violations of such covenants, conditions or
restrictions.
12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until January 1, 2008, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of Lots within and upon the Real Estate, it is agreed that this Declaration shall terminate in its entirety.

12.4 Severability. Invalidation of any 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.

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

12.6 Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

12.7 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: acquisition of additional property (except the property described in Exhibit B, as to which approval is not required), dedication of Common Areas and amendment of this Declaration.

12.8 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, and any entity related to the Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate and the sale of Lots and the

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construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices.

IN WITNESS WHEREOF, this declaration has been executed by Developer as of the date first above written.

HERMAN ASSOCIATES, INC.

By: _____________________________
    Stanley Herman

STATE OF INDIANA    
COUNTY OF MARION    

Before me, a Notary Public in and for the State of Indiana, personally appeared Stanley Herman, the President of Herman Associates, Inc., an Indiana corporation, who acknowledged the execution of the foregoing declaration of Covenants, Conditions and Restrictions for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 10th day of August, 1987.

Notary Public
Walter E. Wolf, Jr.
Printed Name

My Commission Expires: March 3, 1990

Marion

This instrument prepared by Walter E. Wolf, Jr., KLINEMAN, ROSE, WOLF and WALLACK, 2110 One Indiana Square, Indianapolis, Indiana 46204.
LEGAL DESCRIPTION

Part of the East Half of the Northeast Quarter of Section 19, Township 17 North, Range 5 East, in Marion County, Indiana, consisting of 60 acres taken by parallel lines off the South end of the said East Half Quarter Section, being more particularly described as follows, to-wit:

Beginning at a point on the East Line of said Half Quarter Section at the Southeast Corner of the property owned by Geist Christian Church, said point being 648.22 feet more or less South of the Northeast Corner of said Half Quarter Section; thence continuing South along said East Quarter Section Line to the Southeast Corner of said Quarter Section, a distance of 1,980 feet more or less; thence running West upon and along the South Line of said East Half Quarter Section to the Southwest Corner of the East Half of the said Quarter Section, a distance of 1,320 feet more or less; thence running North along the West Line of said East Half Quarter Section, a distance of 1,980 feet to a point; thence running East parallel with the North Line of said Half Quarter Section a distance of 1,320 feet more or less to the place of beginning.

EXHIBIT "A"
CONSENT OF MORTGAGEE

Paul W. Krone, Trustee of Cincinnati, Ohio, being the holder of a mortgage on that real estate located in Marion County, Indiana, which is described in Exhibit A attached hereto (the "Real Estate"), dated December 30, 1986, made by Housing Technology, Inc. (now known as Herman Associates, Inc.) and also a mortgage made by Herman Associates, Inc., dated May 29, 1987, (the "Mortgages"), which Mortgages were recorded in the Office of the Recorder of Marion County, Indiana, as Instrument Numbers 86-13491 and 87-61798, respectively hereby (a) consents to the execution, platting and recording of (1) a Declaration of Covenants, Conditions and Restrictions by Herman Associates, Inc., dated August 10, 1987, and (ii) two (2) Plats designated The Hamptons at Geist, Section I, and The Hamptons at Geist, Section II, together with Pl. Covenants and Restrictions with respect to both Sections and (b) to the submission of the Real Estate to said Declaration and Plat.

The undersigned further agrees that the Mortgage with respect to the Real Estate shall be subject to, and entitled to the benefits of, said Declaration and Plat. Except to the extent that the Mortgage is modified by this Consent, the Mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

EXECUTED this ___ day of ____________________, 1987.

[Signature]

Paul W. Krone, Trustee

[Signature]

MARION, IN

Document: RS 1987.94074

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STATE OF OHIO  
COUNTY OF HAMILTON

Before me, a Notary Public in and for the State of Indiana, personally appeared Paul H. Krone, as Trustee, who acknowledged the execution of the foregoing Consent of Mortgagee.

WITNESS my hand and Notarial Seal this 16th day of

Notary Public

My Commission expires:

My County of Residence:
Ohio.

This instrument prepared by Walter R. Wolf, Jr., Attorney
at Law, KLINEMAN, ROSE, WOLF and WALLACK, 2130 One Indiana
Square, Indianapolis, Indiana 46204.
CONSENT OF MORTGAGOR

First National Bank of Louisville, being the holder of a mortgage on certain real estate located in Marion County, Indiana, and more specifically described in Exhibit A attached hereto (the "Real Estate"), dated May 27, 1987, and made to the undersigned by Herman Associates, Inc., an Indiana corporation, and recorded on June 1, 1987, in the office of the Recorder of Marion County, Indiana as Instrument No. 87-61802 (the "Mortgage") hereby consents (a) to the execution, plating and recording of (i) a Declaration of Covenants, Conditions and Restrictions, and (ii) two (2) Plats designated The Hamptons at Geist, Section I and The Hamptons at Geist, Section II, together with Plat Covenants and Restrictions with respect to both Sections, all in the office of the Recorder of Marion County, Indiana, by Herman Associates, Inc., and (b) to the submission of the Real Estate to said Declaration and Plat. The undersigned further agrees that the Mortgage with respect to the Real Estate shall be subject to, and entitled to the benefits of, said Declaration and Plat. Except and to the extent that the Mortgage is modified by this Consent, the Mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

EXECUTED this 10th day of August, 1987.

FIRST NATIONAL BANK OF LOUISVILLE

ATTEST:

By: __________________________

Printed Name: __________________________

Title: __________________________

STATE OF KENTUCKY

COUNTY OF __________________________

Before me, a Notary Public in and for the State of Indiana, personally appeared __________________________ and __________________________, who, being duly sworn, executed the execution of the Mortgage.

__________________________

Notary Public

57003-1074
foregoing Consent of Mortgagee, for and on behalf of said First National Bank of Saint Louis, for uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 10th day of August, 1987

Sharon H. [Signature]
Notary Public
Printed Name

My Commission expires:

[Signature]

My County of Residence:

[Signature]

This Instrument was prepared by Walter E. Wolf, Jr., Attorney at Law, KLEIN, ROSE, WOLF and WALLACK, 2130 One Indiana Square, Indianapolis, Indiana 46204.

$700,000.00

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