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# AMENDED & RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LEGENDS AT GEIST

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## I. AMENDED & RESTATED DECLARATION

This Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Legends at Geist is made and executed effective as of the date of recording, by The Legends at Geist Property Owners Association, Inc. an Indiana nonprofit corporation (“Association”).

Recitals:

WHEREAS, Land Innovators Company, as Declarant, recorded the *Declaration of Covenants and Restrictions for the Legends at Geist* in the Office of the Recorder of Hamilton County, Indiana on December 22, 1992, as Instrument Number 1992051016 (“Original Declaration”) which subjected the Real Estate described in Exhibit “A” to the terms of the Original Declaration; and,

WHEREAS, the Original Declaration has been subsequently amended by the recording of: (a) the *Amendment to the Declaration of Covenants and Restrictions for the Legends at Geist* in the Office of the Recorder of Hamilton County, Indiana on June 2, 2017, as Instrument Number 2017025326 and re-recorded on December 21, 2017, as Instrument Number 2017062703, and which authorized the removal of Quaker Ridge Sections One and Two from the Legends of Geist Subdivision; and (b) the *Second Amendment to the Declaration of Covenants and Restrictions for the Legends at Geist* in the Office of the Recorder of Hamilton County, Indiana on July 13, 2017, as Instrument Number 2017033320 and re-recorded on August 15, 2018, as Instrument Number 2018037785, and which allowed for amendment to the Original Declaration by majority vote every five (5) years (collectively the “Declaration”); and,

WHEREAS, more than seventy-five (75%) of the Owners of Lots in the Legends at Geist at a duly called and constituted meeting have approved this Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Legends at Geist;

NOW THEREFORE, the Declaration is hereby amended and replaced by this Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Legends at Geist to read as follows:

## INTRODUCTION

The Association makes this Declaration with the consent of the owners of the real estate in Hamilton County, Indiana, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate");

The Real Estate is comprised of three (3) Neighborhoods containing a total of 616 Lots. Those Neighborhoods are known as Spyglass Hill, Sawgrass, and Haig Point. The Association desires to provide for the preservation and enhancement of the values and amenities in such community and the common area therein contained, and, to this end, the Association desires to continue to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof;

The Association deems it desirable, for the efficient preservation of the values and amenities in said community, to maintain an agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common area located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof;

The Association has been incorporated under the laws of the state of Indiana as a nonprofit corporation under the name "The Legends at Geist Property Owners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

Declarant hereby declares that the Real Estate and any additional real estate which is hereinafter made subject to this Declaration by Supplemental Declaration (as defined herein) is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

This Declaration does not and is not intended to create a condominium within the meaning of the Indiana Horizontal Property Law, Indiana Code § 32-25-1-1, *et seq.*

## II. ARTICLE II – DEFINITIONS

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (A) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;
- (B) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;
- (C) "Base Assessment" shall mean and refer to assessments levied against all Lots in the Real Estate to fund Common Expenses.
- (D) "Board" or "Board of Directors" shall be the elected body of the Association having its normal meaning under Indiana corporate law and the Act.
- (E) "By-Laws" shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time;
- (F) "Committee" shall mean and refer to the "The Legends at Geist Architectural Control Committee", the same being the committee or entity established pursuant to Article X, Section 1 of this Declaration for the purposes herein stated.
- (G) "Common Area" shall be an inclusive term referring to all General Common Area and all Exclusive Common Area, as defined herein.
- (H) "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.
- (I) "Association" shall mean and refer to The Legends at Geist Property Owners Association, Inc., an Indiana nonprofit corporation which has been incorporated under said name or a similar name, its successors and assigns. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties.
- (J) "Development Plan" shall mean and refer to the site plan and any subsequent amendments thereto reflecting the development of the Real Estate, a copy of which is attached as Exhibit "C" and hereby incorporated herein by reference.
- (K) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Real Estate designed and intended for use and occupancy as a residence by one (1) family.
- (L) "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods, as more particularly described in Article II of this Declaration.
- (M) "General Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.



(N) "Lot" shall mean a portion of the Real Estate, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Properties. The term shall include all portions of the Lot owned as well as any structure thereon. A Lot will not necessarily be the same as any individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate or any part thereon. For purposes of this Declaration, a "Lot" may be (i) any individually numbered parcel of land identified as a Lot on such a subdivision plat, (ii) part of such a numbered parcel of land, (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or (iv) parts or all of two (2) or more of such numbered parcels of land combined.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the Development Plan or the site plan approved by the original declarant, whichever is more recent, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

(O) "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

(P) "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

(Q) "Mortgagee" shall mean and refer to the holder of a recorded mortgage lien on a Lot or Dwelling Unit.

(R) "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

(S) "Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owner's association, in which owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common area and facilities which are not available for use by all Association Members. For example, and by way of illustration and not limitation, each condominium, townhouse development, cluster home development, and single-family detached housing development shall constitute a separate Neighborhood.

In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an

additional owner's association except in the case of a condominium or as otherwise required by law. Neighborhoods may be divided or combined.

(T) "Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article IX, Section 3 of this Declaration.

(U) "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

(V) "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(W) "Person" shall mean and refer to a natural person, company, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(X) "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter made subject to this Declaration by Supplemental Declaration.

(Y) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens, design guidelines and all other provisions set forth in this Declaration, as the same may be amended from time to time.

(Z) "Special Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Declaration.

(AA) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration and recorded in the public records of Hamilton County, Indiana, which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

### **III. ARTICLE III – DECLARATION OF RESTRICTIONS AND STATEMENT OF PROPERTY RIGHTS**

#### **1. Section 1. Declaration**

The Association hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot subject to these Restrictions, and all other Persons, (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the original declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other

Persons acknowledge the rights and powers of the Association and the Committee with respect to these Restrictions, and also, for itself, its heirs, personal representatives, successors and assign, covenant, agree and consent to and with the Association, the Committee, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions.

## 2. Section 2. Property Rights

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the right of the Association to limit the number of guests who may use any recreational facilities within the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;
- (c) the right of the Association to suspend the right of an owner to use recreational facilities within the Common Area for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration, By-Laws, or rules of the Association;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to these Covenants and Restrictions;
- (e) the right of the Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;
- (f) the right of the Association to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (g) the rights of certain Owners to the exclusive use of portions of the Common Area, designated Exclusive Common Area, as more particularly described in Section 3 below.

## 3. Section 3. Exclusive Common Area

Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of Lots within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods, or private driveways serving more than one Lot. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of those Lots to which the Exclusive Common Area are assigned.

Initially, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed by which the Common Area is or has been conveyed to the Association or on the plat of survey relating to such Common Area; provided, any such assignment shall not preclude the Association from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods, so long as the Association has a right to subject additional property to this Declaration. Thereafter, a portion

of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the majority vote of the Members.

The Association may permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

#### **4. Section 4. Golf Course**

Access to the Golf Course, if any, within or adjacent to any Neighborhood is strictly subject to the terms, conditions, rules and procedures established by the Owner(s) of the Golf Course. No Owner or occupant gains any right to enter, to use, or to require the continued existence or operation of the Golf Course by virtue of ownership or occupancy of a Lot.

### **IV. ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS**

#### **1. Section 1 – Membership**

Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or a member of the Member's household, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

### **V. ARTICLE V – GOLF COURSE**

#### **1. Section 1 – General**

Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Golf Course. Rights to use the Golf Course will be determined from time to time by the Owner(s) of the Golf Course. The Owner(s) of the Golf Course shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether.

#### **2. Section 2 – Conveyance of Golf Course**

All Persons, including all Owners, are hereby advised that no representation or warranties have been or are made by the Association or any other Person with regard to the continuing ownership or operation of the Golf Course as depicted upon the Development Plan, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Association. Further, the ownership or operational duties of and as to the Golf Course may change at any time and from time to time by virtue of, but without limitation, (a) the sale or

assumption of operations of the Golf Course by/to an independent Person, (b) the conversion of the Golf Course membership structure to an "equity" club or similar arrangement whereby the members of the Golf Course or an entity owned or controlled thereby become the Owner(s) and/or Operator(s) of the Golf Course, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Golf Course to one or more affiliates, shareholders, employees, or independent contractors of the original Declarant. As to any of the foregoing or any other alternative, no consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer. Notwithstanding the above, under no circumstances shall the Golf Course be conveyed to the Association and no Owner shall have any right or interest in the Golf Course by virtue of ownership or occupancy of a Lot.

### **3. Section 3 – Rights and Access and Parking**

The Golf Course and their members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors, and designees of the Golf Course shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Real Estate reasonably necessary to travel from/to the entrance of the Real Estate to/from the Golf course, respectively, and, further, over those portions of the properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Course and permitted members of the public shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after golf tournaments and other similar functions held by/at the Golf Course.

### **4. Section 4 – Assessments**

The Owner(s) of the Golf Course shall not be obligated to pay assessments to the Association except as may specifically be provided in an agreement with the Association.

### **5. Section 5 – Architectural Control**

Neither the Association, the Committee, nor any Neighborhood Association or committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any Lot which is adjacent to the Golf Course, without giving the Golf Course at least fifteen (15) days prior notice of its intent to approve or permit the same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Golf Course shall then have fifteen (15) days to submit its comments on the proposal in writing to the appropriate committee or association, which shall consider, but shall not be bound by, such comments. The failure of the Golf course to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Golf Course's right to comment on the matter so submitted. Notwithstanding any comments submitted by the Golf Course to the appropriate committee or association, any decision hereafter of such committee or association shall be final. This Section shall also apply to any work on the Common Area hereunder or any common property or common elements of a Neighborhood Association, if any. Neither the Association, the Committee, or any Neighborhood Association or committee shall have the right to approve or review plans, or permit any construction, addition, alteration, installation, change or modification to the Golf Course or any structure thereon.

### **6. Section 6 – Limitation on Amendments**

In recognition of the fact that the provisions of this Article are for the benefit of the Golf Course, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this

Declaration, may be made without the written approval thereof by the Owners of the affected Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

#### 7. Section 7 – Jurisdiction and Cooperation

It is Declarant's intention that the Association and the Owner(s) of the Golf Course shall cooperate to the extent reasonable in the operation of the Real Estate and the Golf Course. Except as specifically provided herein or in the By-Laws, the Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course without the prior written consent of the Owner(s) of the Golf Course.

### VI. ARTICLE VI – ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS

#### 1. Section 1 – Membership in the Association

Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as such Owner's ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of the Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless such Person realizes upon their security, at which time such Person shall automatically be and become an Owner and a Member of the Association.

#### 2. Section 2 – Voting Rights

Each Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

#### 3. Section 3 – Functions

The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Area as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Area, to pay any other necessary expenses and costs in connection with the Common Area, to serve any purpose described in the Articles of Incorporation and to perform such other functions as may be designated for it to perform under this Declaration or under any recorded subdivision plat of the Real Estate, whether heretofore or hereafter recorded.

### VII. ARTICLE VII – BOARD OF DIRECTORS

#### 1. Section 1 – Management

The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless such person is, or is deemed in accordance with this Declaration to be, an Owner.

## 2. Section 2 – Board of Directors

The Board of Directors shall be composed of a minimum of five (5) persons. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

## 3. Section 3 – Term of Office and Vacancy

Subject to the provisions of this Article VII, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of such Director's election and until such Director's successor is elected and qualified. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with this Article VII. The Director so filling a vacancy shall serve until the next annual meeting of the members and until such Director's successor is elected and qualified.

## 4. Section 4 – Removal of Directors

A Director or Directors may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his/her successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until such Director's successor is duly elected and qualified.

## 5. Section 5 – Duties of the Board of Directors

The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of the Owners), and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (hereinafter called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Area, unless the same are otherwise the responsibility or duty of the Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) procuring of utilities used in connection with the Lots, Dwelling Units and Common Area (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);
- (c) landscaping, painting, decorating, furnishing, and maintenance and upkeep of, the Common Area;
- (d) Maintenance, repair and replacement of all signs, walls, pipes, lines, cables, conduits, pumps,

gates, valves, grates, inlets, swales, equipment, structures, fixtures, and personal property of any type or description located in the Common Area;

(e) assessment and collection from the Owners of the Owner's respective shares of the Common Expenses and creation and maintenance of such accounts (including without limitation accounts for reserves for replacement of Common Area) as the Board deems necessary to conduct the business of the Association;

(f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with the delivery of the proposed annual budget for the current year;

(h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Area and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;

(i) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(j) paying taxes and assessments levied and assessed against, and payable with respect to, the Common Area and paying any other necessary expenses and costs in connection with the Common Area; and

(k) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the By-Laws, the Act, or any recorded subdivision plat of the Real Estate, whether heretofore or hereafter recorded.

## 6. Section 6 – Powers of the Board of Directors

The Board Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Area



and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly mailed, electronically delivered, or hand-delivered to all Owners; and

(h) to grant to such public or private companies, entities or bodies as the Board shall approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Area with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more utility easements, landscape easements, maintenance easements, or Common Area shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

#### **7. Section 7 – Limitation on Board Action**

The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 (adjusted annually for increases or decreases in the Consumer Price Index following the recording of this Declaration) without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

#### **8. Section 8 – Compensation and Expenses**

No Director shall receive any compensation for their services as such, except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

#### **9. Section 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 exercised in carrying out their duties and responsibilities as Directors and

officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

#### **10. Section 10 – Additional Indemnity of Directors and Officers**

The Association shall indemnify, hold harmless and defend any Person or Person's heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that such Person is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him/her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his/her duties. The Association shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgment 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 misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of their 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 (if any) or any other officer or employee thereof, 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 or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that such Director failed or neglected to attend a meeting or meetings of the Board of Directors.

#### **11. Section 11 – Bond**

The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board 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 for any reason by the Board. The expense of any such bonds shall be a Common Expense.

### **VIII. ARTICLE VIII – REAL ESTATE TAXES; UTILITIES**

#### **1. Section 1 – Real Estate Taxes**

Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Area shall be paid by the Association and treated as a Common Expense.

**2. Section 2 – Utilities**

Utilities which are not separately metered to an Owner's Lot or Dwelling Unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

**IX. ARTICLE IX – MAINTENANCE, REPAIRS AND REPLACEMENTS**

**1. Section 1 – By Owners**

Each Owner shall, at their own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration and replacement of their own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of their Lot, including without limitation the sidewalk, any easement and right-of-way abutting any street, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Area for purposes of maintenance only. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of their Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to their Dwelling Unit or Lot.

**2. Section 2 – By the Association**

Maintenance, repairs, replacements and upkeep of the General Common Area shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. In addition to the maintenance of the General Common Area, the Association, as part of its duties, and as a part of the Common Expenses, shall provide for maintenance of the following items, which shall be considered part of the Common Area for purposes of maintenance only:

- (a) any perimeter fencing (including walls, entryways or structures of the like) originally installed by Declarant as part of the perimeter treatment of the Real Estate;
- (b) landscaping and other items installed by Declarant as part of its initial development of any Real Estate or by the Association in the right-of-way of the Street and in the "Landscape Buffers" or "Landscaping Easements" as shown on the Development Plan; and
- (c) the three (3) lakes/ponds known commonly known the Knightsbridge Lane Pond, the Brixton Lane Pond and the Midnight Pass Pond, including equipment (such as water wells, fountains or other aeration/equipment) installed by Declarant as an appurtenance to or to aid in the functioning of such lakes or ponds, whether or not located, on Lots, or the Golf Course.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area (or items deemed Common Area for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of such Owner's family or of a guest, contractor of Owner, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area (or items deemed as such for purposes of maintenance), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the 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 turned in to, and covered by, the Association 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 become a part of the assessment to which such Owner's Lot is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Area and items deemed as Common Area for purposes of maintenance, including, but not limited to, access to any easements reserved, granted or created by any subdivision plat of any portion of the Real Estate for such purpose.

### 3. Section 3 – By Neighborhood

Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Common Area or other areas within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

## X. ARTICLE X – THE LEGENDS AT GEIST ARCHITECTURAL COMMITTEE

### 1. Section 1 – Creation

There shall be, and hereby is, created and established the "The Legends at Geist Architectural Committee" (the "Committee") to perform the functions provided to be performed by it hereunder or under any subdivision plat of the Real Estate. The Committee shall be a standing committee of the Association consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws. If the By-Laws do not, at any time, provide for the Committee, then the Board shall be and constitute the Committee.

### 2. Section 2 – Character of the Real Estate

#### a. In General

Every Lot in the Real Estate, unless it is otherwise designated on Exhibit "C" of the Original Declaration or an amendment thereto, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings and other improvements, appurtenances and facilities as are usual and customary accessory uses to a single family dwelling house; provided, however,

that, if and to the extent specifically permitted and approved by the Committee, accessory buildings on a Lot may include living quarters for guests and invitees of the Owner of said Lot, but such quarters shall not be used by the Owner of said Lot as a rental unit or for rental purposes.

Prior to the commencement of any construction or demolition activity on a Lot, a site plan of the building area and construction plans for all structures to be placed or removed shall be submitted to the Committee for approval by the Committee. The Committee may waive site plan and/or construction plan approval for specific lots by written waiver delivered to the Owner of each Lot for which such waiver is made.

Unpermitted removal or destruction of trees by an Owner or their successors in title, other than by acts of God or circumstances beyond the Owner's control, shall, within ninety (90) days after notice in writing from the Committee, be replaced by a tree of a type and size established by the Committee, and upon failure to do so, the Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the Lot collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be and hereby is reserved on each Lot for the performance thereof.

Adequate physical barriers, such as straw bales or snow fence, shall be provided by builders to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation administered by the Committee, platted building lines, minimum distances between buildings and minimum front, side and rear building lines shall be as established on any plat of the Real Estate. All construction upon the Real Estate shall be done in compliance with the requirements of all applicable zoning, building and other governmental laws, ordinances, codes and other regulations.

**b. Accessory Outbuildings and Use Thereof**

No accessory outbuildings or other accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single family Dwelling Unit, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a Lot subject to these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation; provided, however, that, if and to the extent specifically permitted and approved by the Committee, accessory buildings on a Lot may include living quarters for guests and invitees of the Owner of said Lot, but such quarters shall not be used by the Owner of said Lot as a rental unit or for rental purposes. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of the same design and materials as the primary structure and shall be subject to the approval of the Committee.

**c. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited**

No Dwelling Unit 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 Dwelling Unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

**3. Section 3 – Restrictions and Obligations Concerning Size, Placement and Maintenance of Dwelling Units and Other Structures**

**a. Minimum Living Space Areas**

The minimum square footage of living space of Dwelling Units constructed on the Lots shall be as specified in any recorded plat of the Real Estate.

**b. Set Back Requirements**

Set-back and yard size requirements for Lots shall be as set forth on any recorded plat of the Real Estate.

**c. Exterior Construction**

The finished exterior of every Dwelling Unit and other building constructed or placed on any Lot shall be subject to the approval of the Committee. All driveways must be paved from their point of connection with the abutting street or road to their point of connection with the garage apron.

**d. Diligence in Construction**

Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. Construction of a residence on any lot acquired from Declarant must commence within twelve (12) months of the date Declarant transfers title to such Lot. 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.

**e. Prohibition of Used Structures**

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 such Lot.

**f. 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:

- (i) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds and, in any event, not less frequently than once each month during the months of April through October, inclusive, of each year;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (iv) Cut down and remove dead trees;
- (v) Where applicable, prevent debris and foreign material from entering drainage areas;
- (vi) Store equipment out of public view except when in use;
- (vii) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- (viii) Within sixty (60) days following completion of a Dwelling Unit on a Lot, the Owner shall landscape the Lot, weather permitting.

**g. The Association's Right to Perform Certain Maintenance**

In the event that any Owner of a Lot shall fail to maintain their Lot and any improvements situated thereon in accordance with the provisions of any recorded plat of the Real Estate, the Association, shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the Association shall be collected as a Special Assessment against such Owner and his/her Lot in the manner provided for herein for the collection of Common Expenses. 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.

**4. Section 4 – Provisions Respecting Disposal of Sanitary Waste**

**a. Nuisances**

No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

**b. Construction of Sanitary Sewage Lines and Disposal Facilities**

All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed, installed and maintained in accordance with the provisions and requirements of Hamilton Southeastern Utilities and any other governmental or quasi-governmental agencies having jurisdiction over sanitary sewers and these Restrictions.

**5. Section 5 – General Prohibitions**

In addition to any restrictions or limitations contained elsewhere in this Declaration or in any recorded plat of the Real Estate, the following limitations, restrictions and prohibitions shall govern the development, use and occupancy of the Real Estate:

**a. In General**

No noxious or offensive activities shall be carried on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance, inconvenience, or nuisance to any Owner of another Lot.

**b. Signs**

Except as otherwise permitted by any plat of the Real Estate or the Committee, no signs or advertisements shall be displayed or placed on any Lot or structures without the prior written approval of the Committee except real estate for sale signs which may be one (1) or two (2) sided and which may not exceed four (4) square feet per side.

**c. Animals**

No animals shall be kept or maintained on any Lot except usual household pets, and, in such cases, such household pets shall be kept reasonably confined so as not to become a nuisance. Owners shall be responsible for cleaning up after their pets. The Board may adopt rules and regulations on behalf of the Association with respect to the keeping of pets on Lots.

d. Vehicle Parking

No trucks exceeding a gross vehicle weight rating of 10,000 pounds (Class 2), campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or driveway or otherwise within or upon the Real Estate, unless the same are fully enclosed in a garage.

e. Garbage, Trash and other Refuse

No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on such Owner's Lot. Receptacles for garbage or other refuse shall be stored out of public view, except on collection days and the six (6) hour period immediately preceding such days.

f. On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Real Estate except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

g. Temporary Structures

No temporary house, trailer, tent, garage or other outbuilding shall, without express authority from the Association, be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.

h. Ditches and Swales

It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon such Owner's Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subparagraph.

i. Utility Services

Utility services shall to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way or the rights-of-way of the Street to minimize removal of or damage to trees.

j. Wells and Septic Tanks

No water wells shall be drilled on any of the Lots, without prior approval of the Committee, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots, without the approval of the Committee and of the governing public health agency or other civil authority.

k. Business Use

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except with the prior approval of the Committee and except that an Owner or occupant resident on a Lot may conduct business activities within a Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside on the Real Estate or involve door-to-door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined by the sole discretion of the Board.



The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged -in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot or Dwelling Unit, as approved by the Board, shall not be considered a trade or business within the meaning of this section. This Section shall not apply to the Golf Course nor shall it apply to any activity conducted by a contractor or vendor approved by the Association.

## 6. Section 6 – Committee’s Functions

### a. Statement of Purposes and Powers

The Committee shall regulate the exterior design, appearance, uses, location and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to provide for the proper functioning of the storm drainage system for the Real Estate. For these purposes, the Committee may, from time to time and at any time, make, amend and modify such rules, regulations and guidelines as it may deem necessary or desirable to guide owners as to the terms, conditions, procedures and requirements of the Committee for the submission and approval of items to it. Such rules, regulations and guidelines may, in addition, set forth additional specifications to those set forth herein or in any subdivision plat of the Real Estate, so long as the same are not inconsistent with this Declaration or any such subdivision plat. Attached hereto as Exhibit "D" and hereby-incorporated herein by reference are the amended and restated "Architectural Design Guidelines" adopted by Committee comprised as of the recording of this Declaration.

1. Generally. Unless waived by the Committee, no dwelling, building, structure or improvement, of any type or kind, shall be constructed or placed on any Lot 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 (and existing) landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4"=1' and all plot plans shall be drawn to a scale of 1"=30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, such other permits or reports as may be required under this Declaration. The following drawings shall be considered minimum for approval study:

- (a) Site plan which includes complete topographic study, location of all trees, existing and proposed structures, drives, proposed (or existing) sanitary sewage disposal system location, utility service, terraces and all landscape details (including size of all plantings

and type); and

(b) Foundation plan, floor plans, cross-sections, exterior elevations, interior elevations, electrical drawings, interior details, and complete specifications for all materials to be used both inside and outside the house, building, structure or other improvement.

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

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) in the sole opinion of the Committee, 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; or

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

**3. Change, Modification or Amendment of Rules, Regulations and Guidelines.** Any rules, regulations and guidelines made at any time by the Committee (including the amended and restated "Architectural Design Guidelines" attached as Exhibit "D" to this Declaration) may be changed, modified and amended by the Committee at any time, and from time to time, on a prospective basis; provided, however, that no such change, modification or amendment shall be applied by the Committee retroactively as to any construction theretofore completed nor as to the construction of any improvements which have previously been formally approved by the Committee if such construction has been commenced or is commenced within ninety (90) days after such change, modification or amendment is effective. Any rules, regulations or guidelines adopted and made by the Committee, and any changes, modifications or amendments of any such rules, regulations and guidelines at any time made by the Committee, shall be set forth in a written instrument and recorded in the Office of the Recorder of Hamilton County, Indiana, and shall be effective upon such recording; provided, however, that the making, adoption, change, modification and amendment of any such rules, regulations or guidelines by the Committee shall not be considered or deemed to be amendments of this Declaration requiring the consent or approval of any Owners, Mortgagees or other Persons.

**b. Duties of Committee**

The Committee shall approve or disapprove an application within thirty (30) days after all required information has 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 therefor. In the event that the Committee fails to approve or disapprove a complete application within thirty (30) days, then such application shall be deemed denied.

c. Liability of Committee

Neither the Committee, nor any member thereof, nor any agent thereof, nor the Association or the Board shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it 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.

d. Inspection

The Committee and the Board may inspect work being performed to assure compliance with these Restrictions, the restrictions contained in any plat of the Real Estate and other applicable regulations. However, neither the Committee, nor any member thereof, nor the Association or Board, nor any agent or contractor employed or engaged by the Committee or the Association or Board, shall be liable or responsible for defects or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Association or Board shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

## XI. ARTICLE XI – ASSESSMENTS AND BUDGETS

### 1. Section 1 – Creation of Assessments

There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Lots within a particular Neighborhood or Neighborhood(s); and (c) Special Assessments as described in Section 5 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Real Estate, is deemed to covenant and agree to pay these assessments.

### 2. Section 2 – Annual Accounting

Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and made available upon request to each Owner a financial statement showing all receipts and expenses received, incurred and paid during the preceding fiscal year.

### 3. Section 3 – Proposed Annual Budget

Annually, on or before the date of the annual or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall make a copy of such proposed budget available to each Owner at or prior to the time the notice of such meeting is delivered to such Owners as provided for in the By-Laws. The annual budget shall be submitted to the Owners at the designated meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part

or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall such meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting. Either the proposed annual budget or the proposed annual budget as amended shall be adopted. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Area shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hamilton County or Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

#### 4. Section 4 – Base Assessments

The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against their respective Lot (herein called the "Base Assessment"). In the event the Base Assessment for a particular fiscal year is initially based upon a temporary budget, such Base Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Base Assessments shall be equal to the total amount of expenses provided and included in the final budget, including reserve funds as herein above provided. The Base Assessment against each Lot shall be paid in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Base Assessment is given to the Owners. The Board may consider approving an alternative schedule for paying Base Assessments upon request from an Owner demonstrating a hardship, as determined in the Board's sole discretion.

Payment of the Base Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Base Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

- (a) if the Base Assessment for the final annual budget adopted by the Owners exceeds the Base Assessment for the temporary budget, then the excess amount due shall be paid when the next Base Assessment payment is due or within sixty (60) days from the date that the final annual budget has been adopted, whichever occurs first; or

(b) if the Base Assessment based upon the temporary budget exceeds the Base Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Base Assessment coming due until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid their Base Assessment in full in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Base Assessment based upon the annual budget finally adopted by the Owners. The Base Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Base Assessment may not have been made by that date. The fact that an Owner has paid their Base Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Base Assessment are finally determined, approved and adjusted herein provided, sells, conveys or transfers their Lot or any interest therein, shall not relieve or release such Owner or their successor as owner of such Lot from payment of the Base Assessment for such Lot as finally determined, and such owner and their successor as owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 4 of Article XI hereof prior to the final determination and adoption of the annual budget and Base Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Base Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Base Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

#### 5. Section 5 – Special Assessments

From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration.

#### 6. Section 6 – Failure of Owner to Pay Assessments.

A. No Owner may exempt himself from paying Base Assessments, Special Assessments, Neighborhood Assessments or from contributing toward the expenses of administration and of maintenance and repair of the Common Area and items deemed Common Area for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Area or by abandonment of such Owner's Lot. Each Owner shall be personally liable for the payment of all Base, Special, and Neighborhood Assessments against their Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. If

any Owner shall fail, refuse or neglect to make any payment of any Base Assessments, Special, or Neighborhood Assessments against their Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Base, Special, or Neighborhood Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the 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 Assessments, the Owner and any occupant of the Lot and Dwelling Unit which are the subject of such action shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot and dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Base Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Base Assessment, Special Assessment, or Neighborhood Assessment without foreclosing (and without thereby being deemed to have waived) the lien securing the same. In any action or effort to recover any Assessment or Special Assessment, or any other debts, dues or charges owed the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees), together with late fees accruing on any amount that is past due as of March 1st, with the amount of late fees determined by the Board of Directors in its sole discretion.

B. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Base Assessment, Special Assessment or Neighborhood Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; 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 and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Base Assessments, Special Assessments or Neighborhood Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectable from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

## XII. ARTICLE XII – MORTGAGES

### 1. Section 1 – Notice to the Association

Any Owner who places a first mortgage lien upon their Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary or Managing Agent and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws 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, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

## 2. Section 2 – Notice of Unpaid Assessments

The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Base Assessments, Special Assessments, or Neighborhood Assessments, or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 4 of Article XI hereof.

# XIII. ARTICLE XIII – INSURANCE

## 1. Section 1 – Casualty Insurance

The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Area in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Area. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby). All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Area resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit

of the Owners. The proceeds shall be used or disbursed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

## 2. Section 2 – Public Liability Insurance

The Association shall also 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, but in any event with a minimum combined limit of \$1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Area and shall insure the Association, Board, any Managing Agent appointed or employed by the Association, 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 of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

## 3. Section 3 – Other Insurance

The Association shall also obtain 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 may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. 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, 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 such Owner's right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

## 4. Section 4 – General Provisions

The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be made available upon request to each Owner or Mortgagee whose interest may be affected thereby, which notice (accompanied by copies of such policies or any changes thereto, or certificates indicating the coverages included therein) shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an



Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and their Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Area. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association, to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

#### 5. Section 5 – Insurance by Owners

Each Owner shall be solely responsible for and may obtain such additional insurance as he/she deems necessary or desirable, at his/her own expense, affording coverage upon his/her personal property, his/her Lot, his/her Dwelling Unit, the contents of his/her Dwelling Unit, his/her personal property stored anywhere on the Real Estate, and for his/her personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

### XIV. ARTICLE XIV – CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are inadequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as they existed immediately prior to the damage or destruction.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or the Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Area shall not constitute a claim or basis of a proceeding or action by the Owner upon whose

Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Area were originally constructed.

## XV. ARTICLE XV – RESTRICTIONS, COVENANTS AND REGULATIONS

### 1. Section 1 - Restrictions on Use

The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief, without having to prove actual damages, against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation.

These covenants and restrictions are as follows:

- A. All Lots and Dwelling Units shall be used exclusively for residential purposes. Notwithstanding the foregoing, any Block, Lot or Common Area set aside by the original declarant for recreational, commercial or non-residential uses may be used for that purpose.
- B. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Area, which will cause an increase in the rate of insurance on any Common Area. No Owner shall permit anything to be done or kept in such Owner's Dwelling Unit or on such Owner's Lot which will result in a cancellation of insurance on any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- C. No nuisance shall be permitted, and no waste shall be committed in any Dwelling Unit or on any Lot.
- D. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of such Owner's Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or in any recorded subdivision plat, or by the rules, regulations and guidelines of the Committee.
- E. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio,

television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

- F. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.
- G. No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate, except for lawfully created and operated home occupations as described in any applicable zoning ordinance(s).
- H. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area.
- I. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area, except with express permission from the Board.
- J. Common Area shall be used and enjoyed only for the purposes for which they are designed and intended and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the lakes or ponds installed or to be installed on the Real Estate, as shown on the site plan, are and will be an integral part of the storm water drainage system serving the Real Estate and as an integral part of the irrigation system for the Golf Course and are intended to be used for such purposes and primarily as visual and aesthetic amenities and only secondarily, if at all as recreational amenities. Accordingly, no use shall be made of such lakes or ponds which in any way interferes with their proper functioning as part of such storm water drainage system and irrigation. No boating, swimming, diving, skiing or ice skating shall be permitted in or on said lakes or ponds, except as specifically authorized by the Board. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into said lakes or ponds, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shores of such lakes or ponds adjacent to an Owner's Lot by the Owner thereof and their invited guests and family shall be permitted subject to abeyance and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other Person shall take or remove any water from or out of any of such lakes or ponds, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems.

K. Leasing of Lots and Dwelling Units Thereon. The Association's members recognize that an owner-occupant generally is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner-occupants maintain their property better than renters, generally. The Association's members wish to ensure that the residents within The Legends at Geist share the same propriety interest in and respect for the Lots, Dwelling Units, Common Area, and any other portion of the Real Estate. They also want to encourage residents to not only maintain property values, but also to improve them and recognize that owner-occupants generally have more incentive to do so compared to non-owner occupants. They further want to maintain the congenial and residential character of The Legends at Geist, and to limit investment purchasers, institutional buyers, and others from buying properties within The Legends at Geist solely for the purpose of leasing or renting. Thus, the provisions of this subparagraph shall be applicable notwithstanding any other provision set forth in the Declaration.

(i) Family Occupancy, Estate Planning, and Land Contract Purchasers.

(a) For purposes of this subparagraph, a Lot is exclusively occupied by one (1) or more non-Owners if the Owner of the Lot, or a member of the Owner's family as defined herein, does not also correspondingly occupy the Lot as their principal place of residence. For purposes of this subparagraph, a member of the Owner's family includes a spouse, a child, a step-child, a parent, a parent of a spouse, a grandparent, a grandparent of a spouse, a grandchild, a step-grandchild, a sibling, a niece, or a nephew.

(b) Any Lot owned by a Trustee or Fiduciary shall not be deemed to be a rental provided that a resident of the Lot is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate.

(c) Any party claiming an interest less than fee simple absolute title that is not a contract seller will be considered a non-Owner occupant unless they have paid at least a minimum of ten percent (10%) down payment as part of their initial purchase price of their purchase contract, and any instrument or contract evidencing purchase must be recorded with the Office of the Recorder of Hamilton County, Indiana for the Lot. Otherwise, land contract purchasers are not considered Owners for purposes of this subparagraph, and any land contract / seller-financing agreement purchaser of a Lot will be considered a non-Owner occupant.

(ii) Two (2) Year Waiting Period; Hardship Exceptions. For a period of at least two (2) years after an Owner's acquisition of title to a Lot, the Owner cannot rent or lease their Lot for exclusive occupancy by one or more non-Owner occupants. After such two (2) year waiting period expires, said Lot will be eligible to be leased if all other conditions in this subparagraph are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. In the case of the transfer of ownership of a Lot, and which was properly leased under these restrictions by the previous Lot Owner, the new Lot

Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Lot Owner, if they desire to lease their Lot, must meet all requirements of this subparagraph, including the foregoing two (2) year owner-occupancy requirement.

Notwithstanding this subparagraph, if an Owner wishes to lease their Lot prior to the end of the two (2) year waiting period or be exempt from any other restriction set forth in this subparagraph, the Owner may apply to the Association's Board of Directors for an undue hardship exception and waiver. If a majority of the entire Board of Directors approves in writing of the Owner's undue hardship request, the Board of Directors may, in its discretion, approve a lease if the Owner establishes to the satisfaction of the Board of Directors that the waiting period or other rental restriction will cause undue hardship and the Owner satisfies all other requirements of this subparagraph. Examples of an undue hardship may include: (i) death of an Owner or death of an Owner's spouse; (ii) divorce of an Owner; (iii) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of The Legends at Geist due to a change of employment or retirement of at least one (1) of such Owners; (iv) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners; (v) military service of an Owner; and (vi) other similar circumstances. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board of Directors and may not be overturned by any court unless shown to violate federal or state law.

- (iii) Violations. Any lease or attempted lease of a Lot in violation of the provisions of this subparagraph shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this subparagraph to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity. Furthermore, any Owner found to be in violation of any portion of this subparagraph by a court of competent jurisdiction will be permanently banned from renting their Lot.
- (iv) Effective Date; Institutional Mortgagees; "Grandfather" Status. These rental restrictions take effect on the date this subparagraph is recorded with the Office of the Recorder of Hamilton County, Indiana. They will apply to all Owners taking deeded title to a Lot in The Legends at Geist after this subparagraph is recorded. Any Owner taking deeded title to a Lot within The Legends at Geist before this subparagraph is recorded will not be subject to the foregoing two (2) year "owner-occupancy" requirement.

Further, the provisions set forth in this subparagraph shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of foreclosure, judicial sale or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this subparagraph.

- (v) **Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased, and the Owner shall have the burden of proving to the satisfaction of the Association's Board of Directors that the occupancy is not in violation of the terms of this subparagraph, including but not limited to the delivery to the Association's Board of Directors or Managing Agent of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy.

## 2. Section 2 – Non-applicability to the Association

Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in Section 1 of this Article XV shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and/or upkeep of the Common Area to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Area.

# XVI. ARTICLE XVI – AMENDMENT OF DECLARATION

## 1. Section 1 – Generally

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

### a. Notice

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

### b. 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.

### c. Meeting

The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

### d. Adoption

Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to 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 in accordance with the provisions hereof.

### e. Special Amendments

No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article

XIII, Section 1 of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repairs of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

f. Recording

Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

## **XVII. ARTICLE XVII – ACCEPTANCE AND RATIFICATION**

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules, regulations and guidelines, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this and guidelines applicable thereto as each may be amended or supplemented from time to time.

## **XVIII. ARTICLE XVIII – NEGLIGENCE**

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by such Owner's negligence or by that of any member of such Owner's family or guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by such Owner's violation of any of the Restrictions or any violation thereof or any other violation of this Declaration, the By-Laws, the Articles, or the rules, regulations and guidelines by any member of such Owner's family or guests, employees, agents, invitees or lessees.

## **XIX. ARTICLE XIX – BENEFIT AND ENFORCEMENT**

This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana and expiring

December 31, 2015, after which time they shall be automatically extended for successive periods of five (5) years each, unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same. The failure or delay at any time of the Association, the Owners, the Committee, or any other Person entitled to enforce this Declaration, the Articles, the By-Laws, the rules, regulations, and guidelines, and/or the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time-to-time thereafter, or an estoppel or acquiescence against the enforcement thereof.

## XX. ARTICLE XX – MISCELLANEOUS

### 1. Section 1 – Costs and Attorneys' Fees

In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or any resulting Court order or judgment, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, expenses, and reasonable attorneys' fees incurred in connection with such default or failure.

### 2. Section 2 – Waiver

No Owner may be exempt from liability for such Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of such Owner's Lot or Dwelling Unit.

### 3. Section 3 – Severability Clause

The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

### 4. Section 4 – Pronouns

Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

### 5. Section 5 – Interpretation

The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.



The undersigned officers of the Association hereby certify that the affirmative vote of not less than seventy-five percent (75%) in the aggregate of the votes of the Owners has been obtained in support of the foregoing Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Legends at Geist and further certify that any and all other conditions precedent to the foregoing instrument have been fulfilled and satisfied.

Executed effective as of the date of recording of this instrument.

LEGENDS AT GEIST PROPERTY OWNERS ASSOCIATION, INC.

By: Barbara Beaven  
Barbara Beaven, President

ATTEST:

Jana Hancock  
Jana Hancock, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

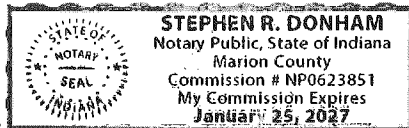
I, Stephen R. Donham, a Notary Public in and for the County and State aforesaid, do hereby certify that The Legends at Geist Property Owners Association, Inc., by and through Barbara Beaven, its President, and Jana Hancock, its Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed and delivered the same instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of January 2024.

I reside in Marion County, Indiana

Stephen R. Donham  
Notary Public (Signed)

My Commission Expires:  
1/25/2027




Stephen R. Donham  
Notary Public (Printed)

**AFFIDAVIT OF MAILING**  
**NOTICE TO FIRST MORTGAGEES**

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion )

After being first duly sworn under oath, Jana Hancock, the Secretary of The Legends at Geist Property Owners Association, Inc., hereby deposes and says she has complied with the Declaration's notice requirements pertaining all holders of first mortgages of record entitled to such notice.

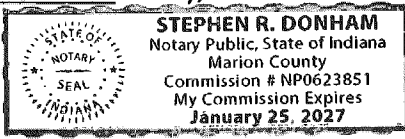
Signed:   
Jana Hancock, Secretary


Before me, a Notary Public for the above County and State, personally appeared Jana Hancock, the Secretary of The Legends at Geist Property Owners Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing Affidavit of Mailing Notice to First Mortgagees and stated the statements in said Affidavit are true.

GIVEN under my hand and Notarial Seal this 22nd day of January 2024.

I reside in Marion County, Indiana 

My Commission Expires:  
1/25/2027



  
Notary Public (Signed)  
  
Stephen R. Donham  
Notary Public (Printed)

**I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.**



This instrument prepared by: Stephen R. Donham, Esq., Thrasher Buschmann & Voelkel, P.C., 8440 Woodfield Crossing Blvd., Suite 310, Indianapolis, IN 46240.

Return document to: Stephen R. Donham, Esq., Thrasher Buschmann & Voelkel, P.C., 8440 Woodfield Crossing Blvd., Suite 310, Indianapolis, IN 46240.

## EXHIBIT "A" – Legal Description of The Legends At Geist

Part of the West Half of Section 4 and part of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 5; thence North 89 degrees 42 minutes 12 seconds East (an assumed bearing) along the South line of said Southwest Quarter, a distance of 2659.87 feet to the Southeast corner of said Southwest Quarter; thence North 00 degrees 28 minutes 18 seconds West along the East line of said Southwest Quarter, also being the West line of the Southeast Quarter of said Section 5, a distance of 946.77 feet to the Northwesterly Corner of the Plat of Runnymede Estates Third Section as recorded in Plat Book 3, pages 41 and 42 in the office of the Hamilton County Recorder; thence North 80 degrees 42 minutes 07 seconds East along the Northerly line of said plat of Runnymede Estates Third Section a distance of 393.42 feet to the Northeasterly corner of said plat and also being the Northwesterly corner of a tract of land described by Deed Record 286, page 456 as recorded in the Office of the Hamilton County Recorder; thence North 69 degrees 49 minutes 48 seconds East along the Northerly line of said tract a distance of 285.18 feet the Northeasterly corner thereof and being the Southwesterly corner of a tract of land described by Instrument No. 87-31545 as recorded in the Office of Hamilton County Recorder, the following three (3) calls being along said tract; thence North 00 degrees 32 minutes 17 seconds West 176.16 feet; thence South 88 degrees 39 minutes 41 seconds East 232.15 feet; thence South 59 degrees 29 minutes 07 seconds East 149.57 feet to the Westerly line of Wildwood Drive as dedicated per Misc. Record 145, page 392 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 25 minutes 33 seconds West along said West line 50.00 feet; thence North 89 degrees 34 minutes 27 seconds East 50.00 feet to the West line of Lot 16 as shown on the Plat of Runnymede Estates Second Section as recorded in Plat Book 3, pages 70 and 71 in the Office of the Hamilton County Recorder, the following two (2) calls being along the Westerly and Northerly sides of said Lot 16; thence North 00 degrees 25 minutes 33 seconds West 125.56 feet; thence North 58 degrees 09 minutes 00 seconds East 299.32 feet to the West line of a tract of land described by Deed Record 335, page 91 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 26 minutes 50 seconds West along said West line 211.82 feet; thence South 77 degrees 35 minutes 14 seconds East to and then along the Northerly line of the Plat of Hawthorn Hills Section 1 as recorded in Plat Book 2, pages 167 and 168 (portions of this plat were vacated by Instrument No. 88-00243), also Lot 138 of Hawthorn Hills as Recorded in Plat Book 15, pages 43 to 45, Instrument No. 88-01256, Also the Replat of Lots 24 through 23, 45 through 53, 72 and parts of Lots 29, 30, 32 through 35 and Lot 73 of Hawthorn Hills, as recorded in Plat Book 11, pages 131 through 133 and all as recorded in the Office of the Hamilton County Recorder, a distance of 147.41 feet, the following fifteen (15) calls being along the Northerly and Easterly lines of said plats of Hawthorn Hills; thence North 89 degrees 47 minutes 20 seconds East 140.00 feet; thence South 00 degrees 12 minutes 40 seconds East 165.00 feet; thence North 89 degrees 47 minutes 20 seconds East 34.55 feet; thence South 02 degrees 39 minutes 23 seconds East 307.75 feet; thence South 08 degrees 39 minutes 26 seconds East 139.83 feet; thence North 89 degrees 00 minutes 23 seconds East 137.49 feet; thence South 89 degrees 35 minutes 27 seconds East 282.64 feet; thence South 14 degrees 21 minutes 17 seconds East 200.32 feet; thence North 75 degrees 38 minutes 43 seconds East 177.00 feet; thence South 18 degrees 37 minutes 26 seconds East 122.43 feet; thence South 07 degrees 13 minutes 41 seconds East 138.00 feet; thence South 78 degrees 47 minutes 38 seconds West

12.31 feet; thence South 17 degrees 08 minutes 45 seconds East 143.91 feet; thence North 89 degrees 14 minutes 13 seconds East 80.24 feet; thence North 89 degrees 18 minutes 43 seconds East 165.50 feet to the East line of the Southeast Quarter of said Section 5, also being the West line of the Southwest Quarter of said Section 4; thence North 00 degrees 12 minutes 40 seconds West along the West line of said Southwest Quarter, a distance of 744.28 feet to the Northwest corner of a tract of land described by Instrument No. 89-10493 as recorded in the Office of the Hamilton County Recorder; thence South 75 degrees 55 minutes 18 seconds East along the Northerly line of said tract a distance of 680.11 feet; thence South 89 degrees 07 minutes 53 seconds East parallel with and 1104.50 feet North of the South line of said Section 4, a distance of 1320.42 feet to the Easterly line of the subject property as described by Deed Record 335, page 91, Instrument No. 83-140, Parcel No. 1 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 14 minutes 08 seconds West along said Easterly line 2838.76 feet to the North line of the South Half of the Northwest Quarter of said Section 4, being also the South line of the North Half of said Northwest Quarter; thence North 89 degrees 15 minutes 25 seconds East along said South line 486.74 feet to the Southwest corner of an unrecorded 1.763 acres tract of land, the following two (2) calls being along the West and North sides of said unrecorded tract; thence North 00 degrees 07 minutes 16 seconds West parallel with the East line of the Northwest Quarter of said Section 4, a distance of 382.50 feet; thence North 89 degrees 52 minutes 44 seconds East 200.00 feet to the East line of said Northwest Quarter; thence North 00 degrees 07 minutes 16 seconds West along said East line 1388.72 feet to the Northeast corner of said Northwest Quarter; thence South 88 degrees 44 minutes 42 seconds West along the North line of said Northwest Quarter, a distance of 2672.02 feet to the Northwest corner of said Northwest Quarter; thence South 00 degrees 16 minutes 53 seconds East along the West line of said Northwest Quarter, a distance of 1745.13 feet to the Southwest corner of the North Half of said Northwest Quarter, also being the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 5; thence South 89 degrees 34 minutes 00 seconds West along the North line of said Quarter-Quarter section 1322.93 feet to the Northwest corner of said Quarter-Quarter section; thence continue South 89 degrees 34 minutes 00 seconds West along the North line of the Southwest Quarter of said Northeast Quarter, a distance of 1322.98 feet to the Northwest corner of said Quarter-Quarter; thence South 00 degrees 03 minutes 43 seconds East along the West line of said Quarter-Quarter section 1314.05 feet to the Northwest of the Southeast Quarter of said Section 4; thence South 00 degrees 28 minutes 18 seconds East along the West line of said Southeast Quarter, a distance of 410.00 feet; thence South 86 degrees 24 minutes 33 seconds West 187.23 feet; thence south 39 degrees 26 minutes 37 seconds West 1175.11 feet; thence South 89 degrees 34 minutes 46 seconds West parallel with the North line of the East Half of the Southwest Quarter of said Section 4; a distance of 383.54 feet to the West line of the East Half of said Southwest Quarter; thence North 00 degrees 14 minutes 08 seconds West along said West line 0.68 feet to the Northeast Corner of the Southwest Quarter of said Southwest quarter; thence South 89 degrees 38 minutes 00 seconds west along the North line of said Quarter-Quarter section 1324.49 feet to the Northwest corner of said Quarter-Quarter section; thence South 00 degrees 00 minutes 00 seconds west along the West line of said Quarter-Quarter section 1319.65 feet to the point of beginning and containing 497.774 acres more or less.

ALSO part of the North Half of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 5; thence North 89 degrees 01 minutes 44 seconds East (an assumed bearing) along the North line of said Northeast Quarter, a

distance of 229.90 feet to the Southeast corner of the Southwest Quarter of Section 32, Township 18 North, Range 5 East of the Second Principal Meridian; thence North 88 degrees 52 minutes 27 seconds East along the North line of the Northeast Quarter of said Section 5, a distance of 320.43 feet; thence South 00 degrees 03 minutes 39 seconds East 939.35 feet; thence North 88 degrees 52 minutes 27 seconds East 510.00 feet; thence South 00 degrees 03 minutes 39 seconds East 786.72 feet; thence South 89 degrees 34 minutes 00 seconds West 1060.15 feet to the West line of the Northeast Quarter of said Section 5; thence South 00 degrees 03 minutes 43 seconds West along said West line 1314.05 feet to the Southeast corner of the Northwest Quarter of said Section 5; thence South 89 degrees 33 minutes 58 seconds West along the South line of said Northwest Quarter, a distance of 719.92 feet to the West line of the Easterly 50 acres of said Northwest Quarter; thence North 00 degrees 03 minutes 43 seconds West along said West line 3021.36 feet to the North line of said Northwest Quarter; thence North 89 degrees 02 minutes 40 seconds East along said North line 19.99 feet; thence South 00 degrees 03 minutes 43 seconds East 200.00 feet; thence North 89 degrees 02 minutes 40 seconds East parallel with the North line of said Northwest Quarter, a distance of 700.00 feet to the East line of said Northwest Quarter; thence North 00 degrees 03 minutes 43 seconds West along said East line 200.00 feet to the point of beginning and containing 77.632 acres more or less.

ALSO part of the North Half of the Northeast Quarter of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 00 degrees 16 minutes 53 seconds East (an assumed bearing) along the East line of said Northeast Quarter, a distance of 1745.13 feet to the South line of the North Half of said Northeast Quarter; thence South 89 degrees 34 minutes 00 seconds west along said South line 1585.76 feet; thence North 00 degrees 03 minutes 39 seconds West 786.72 feet; thence North 45 degrees 34 minutes 37 seconds East 1369.51 feet to the North line of said Northeast Quarter; thence North 88 degrees 52 minutes 27 seconds East along said North line 600.00 feet to the point of beginning and containing 52.492 acres more or less.

ALSO part of the East Half of the Southeast Quarter of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 4; thence North along the East line of said Northwest Quarter, a distance of 163.85 feet; thence deflecting to the left 90 degrees a distance of 200.00 feet; thence deflecting to the right 90 degrees a distance of 650.00 feet to the point of beginning; thence deflecting to the left 90 degrees a distance of 467 feet more or less to the West line of the East Half of the Southeast Quarter of said Northwest Quarter; thence South along said West line 450 feet to a line 450.00 feet South of and parallel with the North line of this description; thence East parallel with the North line of this description 467 feet to a point 200.00 feet East of the East line of said Northwest Quarter; thence North parallel with the East line of said Northwest Quarter 450.00 feet to the point of beginning and containing 4.779 acres more or less.

ALSO part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East, Hamilton County, Indiana and being more specifically described as follows:

Beginning on the West line of said Quarter Section, North 00 degrees 18 minutes 12 seconds East 2244.00 feet from the Southwest corner thereof; thence continue North 00 degrees 18 minutes 12 seconds East,

on and along said West line, 66.00 feet; thence South 89 degrees 55 minutes 24 seconds East parallel to the South line of said Quarter Section, 1320.33 feet to the West line of the East Half of said Quarter Section; thence North 00 degrees 06 minutes 46 seconds East, on and along said West line 340.94 feet to the Northwest Corner of said Half Quarter Section; thence South 89 degrees 40 minutes 59 seconds East, on and along the North line of said Half Quarter Section 1319.18 feet to the Northeast Corner thereof; thence South 00 degrees 04 minutes 43 seconds East, on and along the East line of said Quarter Section, 410.73 feet to its intersection with an East-west fence line prolonged; thence South 86 degrees 35 minutes 30 seconds West, on and along said fence line and fence line prolonged, 187.23 feet to an existing corner post; thence South 39 degrees 50 minutes 52 seconds West generally along an existing fence 1174.73 feet; thence North 89 degrees 40 minutes 59 seconds West, parallel to the North line of said Half Quarter Section, 382.74 feet to the West line of said Half-Quarter Section; thence North 00 degrees 06 minutes 46 seconds East, on and along said west line 922.00 feet; thence North 89 degrees 55 minutes 24 seconds West, parallel with the South line of said Quarter Section, 1320.55 feet to the place of beginning and containing 30.56 acres more or less.

ALSO part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East in Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the West line of Section 5, Township 17 North, Range 5 East, said point being North 00 degrees 00 minutes 00 seconds (assumed bearing) 1956.55 feet from an iron rod marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds 287.45 feet on and along the West line of said Section 5; thence North 89 degrees 46 minutes 52 seconds East 1320.00 feet parallel with the South line of the Southwest Quarter of said Section 5; thence South 00 degrees 00 minutes 00 seconds 287.45 feet; thence South 89 degrees 46 minutes 52 seconds West 1320.00 feet to the place of beginning, containing 8.71 acres, more or less.

**Excepting therefrom the following described real estate in Hamilton County Indiana:**

Part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Southeast corner of said Southwest Quarter; thence South 89 degrees 42 minutes 12 seconds West (an assumed bearing) along the South line of said Southwest Quarter, a distance of 1287.47 feet; thence North 00 degrees 17 minutes 48 seconds West 190.00 feet; thence North 47 degrees 17 minutes 55 seconds East 105.58 feet; thence North 00 degrees 17 minutes 48 seconds West 40.00 feet; thence North 61 degrees 04 minutes 20 seconds East 183.56 feet; thence North 89 degrees 42 minutes 12 seconds East 70.00 feet; thence North 24 degrees 08 minutes 33 seconds East 121.23 feet; thence North 37 degrees 29 minutes 07 seconds East 380.45 feet; thence North 31 degrees 25 minutes 43 seconds East 299.27 feet; thence North 49 degrees 38 minutes 27 seconds East 313.32 feet; thence North 25 degrees 40 minutes 26 seconds East 111.40 feet; thence North 89 degrees 31 minutes 55 seconds East 171.16 feet to a non-tangent curve, from which the radius point bears South 75 degrees 13 minutes 03 seconds East; thence Southerly along said curve on arc distance of 46.58 feet to a point from which the radius point bears North 89 degrees 31 minutes 55 seconds East, said curve having a radius of 175.00 feet; thence North 89 degrees 31 minutes 55 seconds East 50.00 feet; thence South 02 degrees 41 minutes 11 seconds East 258.35 feet to a non-tangent curve, from which the radius point bears South 89 degrees 31

minutes 55 seconds West; thence Southerly along said curve an arc distance of 108.22 feet to a point from which the radius point bears North 71 degrees 57 minutes 35 seconds West, said curve having a radius of 335.00 feet; thence North 89 degrees 31 minutes 55 seconds East 37.41 feet to the East line thence South 00 degrees 28 minutes 18 seconds East along said East line a distance of 946.77 feet to the point of beginning and containing 24.875 acres more or less.

Subject to all legal easements and rights of way of record.

AND

Part of the South Half of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

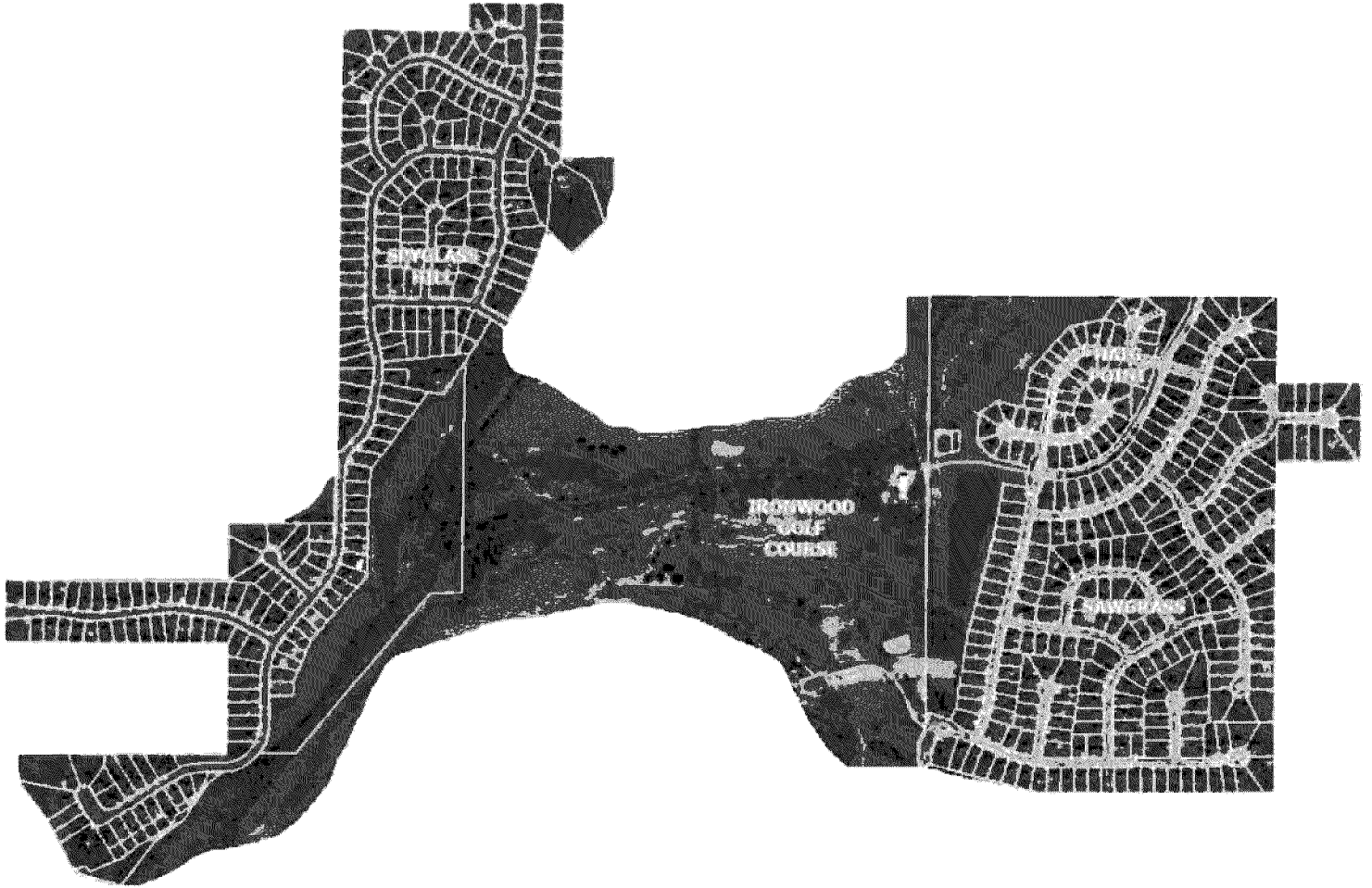
Commencing at the Southeast corner of the Southwest Quarter of said Section 5; thence North 00 degrees 28 minutes 18 seconds West (an assumed bearing) along the East line of said Southwest Quarter, a distance of 946.77 feet to the POINT OF BEGINNING; thence South 89 degrees 31 minutes 55 seconds West 37.41 feet to a non-tangent curve, from which the radius point bears North 71 degrees 57 minutes 35 seconds West; thence Northerly along said curve an arc distance of 108.22 feet to a point from which the radius point bears South 89 degrees 31 minutes 55 seconds West, said curve having a radius of 335.00 feet; thence North 02 degrees 41 minutes 11 seconds West 258.35 feet; thence South 89 degrees 31 minutes 55 seconds West 50.00 feet to a non-tangent curve, from which the radius point bears North 89 degrees 31 minutes 55 seconds East; thence Northerly and Northeasterly along said curve an arc distance of 241.20 feet to a point from which the radius point bears South 11 degrees 30 minutes 00 seconds East, said curve having a radius of 175.00 feet; thence North 78 degrees 30 minutes 00 seconds East 19.26 feet; thence North 11 degrees 30 minutes 00 seconds West 150.11 feet; thence North 78 degrees 30 minutes 00 seconds East 522.02 feet; thence North 67 degrees 10 minutes 00 seconds East 354.41 feet; thence South 90 degrees 00 minutes 00 seconds East 431.36 feet to the East of the West Half of the Southeast Quarter of said Section 5; thence South 00 degrees 26 minutes 50 seconds East along said East line 338.74 feet to the Northerly line of Runnymede Estates Second Section as recorded in Plat Book 3, pages 70 and 71 in the Office of the Hamilton County Recorder; thence South 58 degrees 09 minutes 00 seconds West along said Northerly line of Runnymede a distance of 299.23 feet; thence South 00 degrees 25 minutes 33 seconds East along the Westerly line of said Runnymede 125.56 feet; thence South 89 degrees 34 minutes 27 seconds West 50.00 feet; thence South 00 degrees 25 minutes 33 seconds East 50.00 feet; thence North 59 degrees 29 minutes 07 seconds West along the Northerly line of a tract of land described by a deed recorded in Inst. No. 87-31545 in the Office of the Hamilton County Recorder, the following two (2) calls being along the Northerly and Westerly sides of said tract; thence North 88 degrees 39 minutes 41 seconds West 232.15 feet; thence South 00 degrees 32 minutes 17 seconds East 176.16 feet to the Northerly corner of a tract of land describe in Deed Record 186 page 456 as recorded in the Office of the Hamilton County Recorder; thence South 69 degrees 49 minutes 48 seconds West along the Northerly line of said tract a distance of 285.18 feet to the Northerly corner of the Plat of Runnymede Estates Third Section recorded in Plat Book 3, pages 41 and 42 in the Office of the Hamilton County Recorder; thence South 80 degrees 42 minutes 07 seconds West along the North line of said Plat 393.42 feet to the point of beginning and containing 18.36 acres more or less.

## EXHIBIT "B" – Location of Legends at Geist in Hamilton County

All Real Estate in Hamilton County, Indiana, located in Sections 23, 26, 27, 33, 34 and 35, in Township 18 North, Range 5 East.



**EXHIBIT "C" – SITE PLAN**



**EXHIBIT "D" – AMENDED & RESTATED ARCHITECTURAL  
DESIGN GUIDELINES**

**The Legends At Geist  
Amended & Restated  
Architectural Design Guidelines**

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## 1) INTRODUCTION:

The Legends at Geist is a unique Master Planned community located in Fishers, Indiana. This community consists of 616 homes and 300 acres of open space. This open space contains lakes, wetlands, an 18-hole championship Golf Course and recreational facilities which are available to the residents of The Legends at Geist for a yearly membership fee. This community contains several planned land uses including residential, open space, recreational, and public facilities. The residential community is subdivided into several independent neighborhoods. Neighborhoods covered by these Architectural Design Guidelines include Spyglass Hill, Sawgrass, and Haig Point. The purpose of the Architectural Design Guidelines is to recognize the differences within communities and to mold all of these neighborhoods under consistent guidelines which will be enforced at The Legends at Geist.

The presence of Mud Creek, several wetland areas, mature wooded lots, and existing fence rows are part of the establishment of the unique characteristics which make up The Legends at Geist. The purpose of these guidelines is to establish the standards of design for the neighborhoods within The Legends at Geist; thus, maintaining the unique character of the neighborhoods. These requirements are intended to assist builders and Lot Owners in the construction of site improvements on residential platted lots within The Legends at Geist. These guidelines apply to all properties within The Legends at Geist and are in addition to the requirements of governmental jurisdictions.

All proposed structures and landscaping must be approved by The Legends at Geist Architectural Control Committee ("Committee") prior to construction or installation. Additionally, please note that proposed structures and landscaping on Lots adjacent to the Golf Course are also subject to the pre-installation requirements set forth in Article V, Section 5 of the Declaration. These guidelines are intended to serve for the life of the project and accordingly may be amended by the Committee from time to time. The Committee reserves the right to waive or vary any of the procedures or standards set forth in this document, at its discretion. The following is information which is required as part of the submittal for Architectural Approval of any structure or landscaping at The Legends at Geist:

**ARCHITECTURAL CONTROL COMMITTEE REQUEST FORM:** All requests for structures covered by these Architectural Design Guidelines and the Declaration must be submitted on an Architectural Control Committee Request Form. The current Architectural Control Committee Request Form is available on the Legends at Geist Homeowners Association website and also may be obtained from the management company. Requests submitted not using the current form will not be reviewed. Submitted requests shall include, without limitation, scope of work, paint color samples, plot plan, and work schedule.

**SCHEDULE:** The Committee will render a decision within thirty (30) days of receipt of a complete and accurate submittal. No incomplete submittals will be reviewed. Any submittal which is contrary to established guidelines or the Declaration will be denied automatically, and no written

denial is required by the Committee. The Committee will give the applicant written notice of approval or disapproval for all complete submittals. This approval must be received prior to commencement of construction or installation. If the Committee fails to make a determination within thirty (30) days of receipt of a complete and accurate submittal, the submittal shall be deemed denied.

**DESIGN REVIEW FEES:** The Committee reserves the right to establish and collect fees for the review of applications. A fee schedule, if any, will be provided through notice to the applicants.

**2) FENCING REQUIREMENTS:**

The following types of fences will generally be approved by the Committee:

A.) Board on Board	D.) Wrought Iron or equivalent	G.) Vinyl
B.) Cape Cod	E.) Vinyl Clad Chain Link	
C.) Picket	F.) Split Rail	

The following will generally not be approved by the Committee:

- A.) Plain chain link fence;
- B.) Stockade style fence; and
- C.) Any fencing taller than six feet (6’).

**ALL** fence types must be approved by the Committee prior to the fence installation. The Committee reserves the right to inspect the fence any time before, during, or after construction to ensure compliance with the approved fencing plan.

**FENCING LOCATIONS:** All fencing locations must be approved by the Committee prior to the installation of a given fence. On all corner Lots, both areas adjacent to roadway shall be treated as front yards. The following are guidelines regarding fencing locations which generally will be approved by the Committee:

- A.) No fencing will be allowed in the front set back line of the Dwelling Unit. For corner Lots, this includes the side yard facing the side street of the Dwelling Unit.
- B.) Fencing of rear yard and side yard setback easements is discouraged by the Committee. Any fencing in such easements shall be the sole responsibility of the Lot Owner and may be prohibited by the relevant plat.
- C.) Maximum fencing on Lots which are adjacent to the Golf Course is as follows except where a pool is involved:
  1. Wrought Iron, or equivalent up to six feet (6’) tall.

POOL FENCING: Generally, the following types of fencing will be acceptable around an approved pool area. Where a Golf Course Lot is involved, the special requirements listed below are applicable:

- A.) Board on Board;
- B.) Cape Cod;
- C.) Vinyl
- D.) Picket; or
- E.) Wrought Iron, or equivalent

**ONLY** Wrought Iron, or equivalent fencing will be allowed where a Golf Course view is involved.

FENCING, APPROVED CONSTRUCTION TECHNIQUES: All fencing shall be constructed of quality materials such as vinyl clad fence, and treated lumber. All fencing shall be properly braced with all posts either concreted into ground or placed at a depth whereby the fence will be secure and will not move.

FENCING, MAINTENANCE: **All fences must be maintained in a reasonable fashion.** Any warped boards shall be replaced on a timely basis. Any painted fences shall be maintained whereby the fence always has a reasonable appearance. The Committee and/or the Board and/or the Association's management company shall provide notice of any maintenance violations. Such violations generally shall be corrected within fifteen (15) days of receipt of said notice, unless a different timeframe is provided. If the violation is not corrected, the Committee or the Board, through the Legends at Geist Homeowners Association, retains the right to correct the violation and bill the Lot Owner for all applicable costs including, but not limited to, lien, attorneys' fees, cost of repairs, interest at the maximum rate allowable by law, and all reasonable costs of collection, as per the Declaration.

FENCING, BRACING: All fence bracing or ribbing shall be on the inside of the fence unless otherwise approved by the Committee.

### 3) DOG KENNELS AND DOGHOUSES:

All kennels and dog houses must be approved by the Committee prior to construction in terms of both location and materials. Chain link (vinyl or painted) will be allowed as long as the final location and screening as required by the Committee is approved prior to the commencement of construction. Dog kennels and houses should be placed in a location whereby they are not eyesores or nuisances to surrounding Owners, Lots, and/or Common Area. Each kennel must be screened with either fencing or trees as approved by the Committee depending on the individual request. All dog houses must be constructed of quality materials with neutral roof colors, siding and trim painted to match the primary colors of the primary structure/Dwelling Unit of the applicant.

#### **4) MINIBARNS, SHEDS, AND ACCESSORY STRUCTURES:**

Requests for the approval of minibarns and accessory structures (except for dog structures) generally will be denied. Any other accessory structure must be approved by the Committee prior to construction and must be appropriately screened from view.

#### **5) ANTENNAS; TV, RADIO, AND SATELLITES:**

Generally, requests for the attachment of a TV or radio antenna to the exterior of the Dwelling Unit or the placement of satellite dishes equal to or over forty inches (40") in diameter on a given Lot will be denied by the Committee. TV antennas will be allowed inside the attics of Dwelling Units. Satellite dishes, under forty inches (40") in diameter, will be approved, but placement must be approved by the Committee before installation.

#### **6) DECKS:**

Generally, requests to install decks will be approved by the Committee subject to the following requirements:

- A.) The deck shall be constructed with quality materials;
- B.) Railing on the deck shall not exceed 4 feet (4') in height; and
- C.) Final configuration of the deck must be approved by the Committee prior to the commencement of construction.

#### **7) PORCHES, SCREENED-IN PORCHES, ROOM AND GARAGE ADDITIONS:**

Generally, requests for screened-in porches and room additions will be approved by the Committee subject to the following guidelines:

- A.) The additions shall be constructed with quality materials;
- B.) The roofline shall follow the natural roofline of the Dwelling Unit, or be approved by the Committee;
- C.) Siding, shingles, and trim shall match the colors of the primary structure/Dwelling Unit; and
- D.) All detailed construction plans must be approved by the Committee prior to the commencement of construction.

#### **8) GAZEBOS:**

Generally, requests for the installation of gazebos will be approved by the Committee subject to the following guidelines:



- A.) Structure shall be built with quality materials;
- B.) Final placement of the structure must be approved by the Committee; and
- C.) Height of structure shall not exceed fifteen feet (15').

## 9) POOLS:

Only requests for in-ground type pools will be approved by the Committee. A detailed development plan must be provided to the Committee prior to the commencement of construction. No alteration to the existing grade may be done without the approval of the Committee. Any proposed grade changes must be shown on proposed plans. The Committee may require the applicant to obtain a drainage or other kind of report from a professional engineer for pool plans or any other proposed structures.

POOL FENCING: See Fencing Requirements, above.

POOL HOUSES: Generally, requests for pool houses with changing areas and storage sheds/mini barns will be rejected. Pool equipment storage areas generally will be approved as long as the structure is solely used for the storage of chemicals, pumps, heaters, and other pool-related maintenance supplies. This structure shall not exceed 12' to the top of the roofline and shall be located directly behind the primary residence. All structures are subject to the following guideline:

- A.) The structure shall be constructed with quality materials.
- B.) The roof colors shall match the color of the primary residence.
- C.) No metal or plastic structures will be approved.
- D.) All detailed construction plans must be approved prior to the commencement of construction. Size shall not exceed ten feet (10') by ten feet (10') without Committee approval.

## 10) BASKETBALL GOALS/COURTS:

Generally, requests for the installation of basketball goals and/or courts will be approved by the Committee subject to the following guidelines:

### BASKETBALL COURTS:

- A.) The final location of the courts shall be approved by the Committee;
- B.) Generally, courts will not be approved in excess of twenty-five (25') by twenty-five feet (25');
- C.) The court shall consist of concrete or asphalt materials, unless otherwise approved by the Committee. Playing surface shall not be the street; and

D.) Generally, lighting will not be permitted.

**BASKETBALL GOALS:**

A.) Type; The backboard shall be made from one of the following types of materials:

1. Clear plexiglass;
2. Acrylic; or
3. Graphite

B.) No wooden backboards will be approved.

C.) LOCATION: No basketball rim/backboard shall be attached to the primary structure/Dwelling Unit. Final location of the goal/backboard shall be approved by the Committee prior to installation. Generally, basketball goals will be approved by the Committee if they are located adjacent to driveways. All basketball goals/backboard logos shall be approved as part of the initial submittal. Logos shall not cover greater than eighty percent (80%) of the backboard area as determined by Committee. The Committee may require the applicant to obtain a drainage or other kind of report from a professional engineer for basketball court plans or any other proposed structures.

**11) INVISIBLE FENCING:**

Generally, requests for invisible fencing will be approved subject to Committee approval of proposed fence location prior to installation. All controller boxes and other related equipment shall be hidden from public view.

**12) LAWN ORNAMENTS:**

All lawn ornaments and other items added to a Lot beyond the primary structure/Dwelling Unit are subject to the approval of the Committee.

Three (3) vignettes or groupings of lawn ornaments, containing no more than three (3) lawn ornaments per vignette, are generally allowed with prior approval of the Committee.

Generally, ornamental bird baths will be approved by the Committee as long as they do not exceed three feet (3') in height. Generally, concrete lawn ornaments which exceed twenty-four (24") in height, such as deer, etc., will not be approved by the Committee.

**13) LANDSCAPE DESIGNS & PLANTING BEDS:**

All landscape designs and planting beds are subject to review by the Committee. The Committee reserves the right to deny any request based upon a lack of conformity to the established aesthetics and character of the neighborhood. At least fifty percent (50%) of the front yard shall consist of grass.

#### 14) SIGNAGE:

No signage shall be located in such a place whereby it restricts or obstructs traffic visibility. No signage will be allowed within the right-of-way of a dedicated public street, nor in any area not specifically approved by the Committee.

Generally, requests for flashing or blinking signs will be denied by the Committee.

TEMPORARY SIGNAGE: All signage is subject to Committee approval. One "For Sale" sign shall be allowed in the front yard of a Lot. Any signage other than a "For Sale" sign that a member allows on their property for more than two (2) weeks of service or more than four (4) weeks total require Committee approval, unless otherwise allowed by law. No member shall place a sign in a Common Area except the following:

A.) "Open House" sign not to exceed one (1) week.

PROHIBITED SIGNAGE: The following signage generally will not be approved by the Committee:

A.) Signs advertising goods, services, or home occupations;

B.) Signs attached to streetlights, sign posts, or stop signs; and

C.) Any signage directed at the Golf Course without Committee and Golf Course approval.

#### 15) LANDSCAPING:

Generally, all front and side yards to the back edge of the Dwelling Unit must be sodded, unless specifically approved by the Committee. Generally, hydro seeding of yards will be approved during certain times of the year as established by the Committee. On all corner Lots, both areas adjacent to roadway shall be treated as front yards and shall be subject to sodding requirements and fencing limitations as provided herein or in the Declaration.

TREES: Unless specifically approved by the Committee, all Lots shall have a minimum of one (1) tree in the front yard. The tree must be at least three inches (3") in diameter and at least five feet (5') tall. Minimum tree and planting bed requirements shall be established by the Committee on a housing pod by housing pod basis.

PLANTING BEDS: Unless specifically approved by the Committee, all Lots shall have a minimum of one (1) planting bed in the front yard.

LANDSCAPE MAINTENANCE: All planting beds, trees, and lawns/yards shall be maintained in accordance to the standards set forth in Article X, Section 3(F) of the Declaration.

#### 16) LIGHTS & MAILBOXES:

The Committee shall dictate the mailbox standard and be responsible for mailbox post and mailbox maintenance, except for newspaper holders which are the responsibility of the Lot Owner to maintain, repair, and replace at such Lot Owner's expense. Each Lot shall have a post

or coach lights that operate dusk to dawn. Maintenance of post or coach lights is the responsibility of the Lot Owner. The Lot Owner shall be responsible to keep each in good repair and shall not alter either without Committee approval. The Lot Owner at all times shall keep the dusk to dawn lighting in good repair with working light bulbs.

All additional exterior lighting is subject to Committee approval prior to installation.

## **17) PLAY STRUCTURES:**

All requests for play structures must be approved by the Committee prior to installation. Generally, requests for play structures will be approved by the Committee subject to the following guidelines:

A.) Approved location.

B.) Constructed with quality materials. Generally, requests for the installation of non-commercial metal play structures will be denied by the Committee.

C.) Height not to exceed fifteen feet (15'), unless specifically approved by the Committee.

D.) Footprint of play structure shall not exceed One Hundred Seventy-Five (175) square feet.

## **18) EXTERIOR PAINTING & SIDING:**

No change to any exterior color (base or trim) shall be made without the approval of the Committee. The Committee reserves the right to restrict the colors which are utilized in repainting any exterior.

## **19) BUG ZAPPERS:**

Generally, request for electric Bug Zappers will be approved by the Committee subject to the Lot Owner requesting the device representing that it will be turned off not later than 10:00 p.m.

## **20) FLAG POLES:**

Committee approval of materials, and location is required prior to installation, unless such approval is not required by law (*e.g.*, The Freedom to Display the American Flag Act). Generally, requests for flag poles will be approved by the Committee subject to the pole being made of quality materials firmly secured into the ground and not exceeding twenty feet (20') in height.

## **21) FLAGS, PENNANTS, AND BANNERS:**

Flags and pennants greater than three feet by five feet (3' x 5') must be approved by the Committee, unless such approval is not required by law (*e.g.*, The Freedom to Display the American Flag Act).

Flags, pennants, and banners used to announce or celebrate a special occasion, event, or accomplishment shall be removed after the celebration or sports season.

## **22) BIRD HOUSES:**

Generally, requests for bird houses will be approved subject to the following criteria:

- A.) All pole mounted bird houses shall be located in the rear yard of a Lot, secured firmly into the ground in an approved location.
- B.) Quality materials shall be utilized in the construction of the bird house.
- C.) All colors shall be approved by the Committee.
- D.) Generally, one (1) bird house per Lot on a post not exceeding twelve feet (12') high and bird house not exceeding one foot wide by one foot deep by one foot tall (1' x 1' x 1').

## **23) OTHER:**

Any alteration or improvement made to a Lot within The Legends at Geist is subject to Committee approval prior to its commencement. All questions should be directed in writing to the Committee in care of the Association's management company.

## **24) NON-INVALIDITY OF GUIDELINES:**

No declaration of a court of competent jurisdiction of the invalidity of any regulation or part of a regulation contained in these Architectural Design Guidelines shall invalidate any other portion of these Architectural Design Guidelines.

## **25) CONFLICT:**

Any conflict or ambiguity arising from the application of the requirements of these Architectural Design Guidelines and the requirements of the Declaration shall be resolved in favor of the application of the Declaration.

**COVENANT OF RESTRICTIONS FOR THE LEGENDS AT GEIST  
"USER FRIENDLY VERSION"**

**IMPORTANT!**

This IS NOT an official version of the Covenants of Restrictions. This is an edited "user friendly" version. It does not modify or replace the official version in any way or contain all of the terms in the actual covenants. For the official covenants, see the Legends at Geist Website.

Declarations
<b>Article I – Definitions</b>
<b>Article II - Declaration of Restrictions &amp; Statement of Property Rights</b>
<b>Article IV - Membership and Voting Rights</b>
<b>Article V - Golf Courses</b>
<b>Article VII - Board of Directors</b>
<b>Article IX - Maintenance, Repairs and Replacement</b>
<b>Article X - The Legends at Geist Architectural Committee</b>
<b>Article XI - Assessments and Budget</b>
<b>Article XII - Mortgages</b>
<b>Article XV - Restrictions, Covenants and Regulations</b>
<b>Exhibit D - Design Guidelines</b>

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE LEGENDS AT GEIST  
"Declarations" or "Covenants"  
December 22, 1992**

The Legends at Geist is a community of 4 residential neighborhoods adjacent to a golf course, with public streets, and common areas for the benefit of the neighborhoods. The real estate is subject to certain rights, restrictions and charges as provided in these covenants.

The builder established a not-for-profit corporation under the laws of Indiana named "The Legends at Geist Property Owners Association, Inc." for the purpose of

- owning, maintaining and administering any common areas
- administering and enforcing the covenants and restrictions contained in this Declaration,
- collecting and disbursing the assessments and charges, and
- promoting the health, safety and welfare of the owners

to further preservation and enhancement of the Real Estate, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each individual lot.

ARTICLE I  
Definitions

1. "Articles" or "Articles of Incorporation" - Articles of Incorporation of the Corporation named "The Legends at Geist Property Owners Association, Inc."
2. "Base Assessment"- assessments levied against all lots to fund Common Expenses.
3. "Board" or "Board of Directors" - the elected body that governs the Corporation
4. "By-Laws" - Code of By-Laws of the Corporation
5. "Committee" – the Architectural Control Committee
6. "Common Area" – all real and personal property which the Association owns for the common use and enjoyment of all Owners.
7. "Corporation" - "The Legends at Geist Property Owners Association, Inc." also referred to as the "Association" All the owners are members.
8. "Declarant" – the builder
9. "Lot" - a portion of the Real Estate, intended or used for individually owned residences.
10. "Neighborhood Assessments" - assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses
11. "Owner" – one or more Persons who hold the record title to a lot, not to include a party holding only a security interest. Renters with a lease longer than one year can take on the privileges of an owner (rather than the owner) if the lease provides so and if the lease is filed with the Board of Directors

ARTICLE II  
Declaration of Restrictions and Statement of Property Rights

Section 2. Property Rights. Every Owner has a right to use the Common Area

ARTICLE IV  
Membership and Voting Rights

Section 1. Membership. Every Owner has membership in the Association. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. If the Owner of a Lot is more than one Person, votes and rights of use may be exercised by one of the owners, but not both.

ARTICLE V  
Golf Course

Section 1. General. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Golf Course.

ARTICLE VII  
Board of Directors

Section 1. Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is an Owner.

Section 3. Additional Qualifications. Where an Owner consists of more than one Person, then one of the Person's shall be eligible to serve on the Board of Directors. No Lot may be represented on the Board of Directors by more than one Person at a time

Section 4. Term of Office and Vacancy. The entire membership of the Board of Directors shall be elected at each annual meeting. Each member of the Board of Directors shall be elected for a term of one (1) year.

Section 7. Powers of the Board of Directors. The Board Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties.

Section 9. Compensation and Expenses. No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

ARTICLE IX  
Maintenance, Repairs and Replacements

Section 1. By Owners. Each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Areas for purposes of maintenance only.

Section 2. By the Corporation. Maintenance, repairs, replacements and upkeep of the General Common Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.



ARTICLE X  
The Legends at Geist Architectural Committee

Section 1. Creation. The "The Legends at Geist Architectural Committee" (the "Committee") shall be a standing committee of the Corporation consisting of three (3) or more Persons.

Section 2. Character of the Real Estate.

A. In General. Every Lot in the Real Estate, unless it is otherwise designated, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, except a single family dwelling house and such outbuildings and other improvements, approved by the Committee.

Prior to any construction or demolition activity on a Lot, a site plan of the building area and construction plans for all structures to be placed or removed shall be submitted to the Committee for approval by the Committee.

Unpermitted removal or destruction of trees by an Owner, other than by acts of God or circumstances beyond the Owner's control, shall, within ninety (90) days after notice in writing from the Committee, be replaced by a tree of a type and size established by the Committee, and upon failure to do so, the Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the Lot.

F. Maintenance of Lots and Improvements. The Owner shall at all times maintain the Lot in such a manner as to prevent the Lot from becoming unsightly and, specifically, such Owner shall:

- (i) Mow the Lot to prevent the unsightly growth of vegetation and weeds;
- (ii) Remove all debris or rubbish;

I. Declarant's and the Corporation's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot the Corporation, shall have the right, but not the obligation, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary. The cost shall be collected as a special assessment against such Owner.

Section 5. General Prohibitions.

A. In General. No noxious or offensive activities shall be carried out on any Lot.

B. Signs. Except as otherwise permitted by the Committee, no signs or advertisements shall be displayed except real estate for sale signs

C. Animals. No animals except usual household pets,.

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless parked in a garage.

E. Garbage, Trash and other Refuse. No Owner of a Lot shall burn garbage or refuse.

F. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels except up to five (5) gallons of fuel may be stored on each Unit.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding or overnight camping shall be permitted on any lot.

I. Ditches and Swales. It shall be the duty of every Owner to keep unobstructed any part of an open storm drainage ditch or swale as may be situated upon his Lot.

L. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except with the prior approval of the Committee. An Owner resident may conduct business activities within a Dwelling so long as: (a) the existence or operation of the business activity is not apparent or 'detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements; (C) the business activity does not involve persons coming onto the Real Estate who do not reside on the Real Estate or involve door-to-door solicitation of residents of the Real Estate; and (d) does not constitute a nuisance, as may be determined by the sole discretion of the Board.

## Section 6. Committee's Functions

A. Statement of Purposes and Powers. The Committee shall regulate the exterior, appearance, use and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to provide for the proper functioning of the storm drainage system for the Real Estate. The Committee may make rules to guide Owners as to the requirements for the submission and approval of items.

1. Generally. No dwelling, building, structure or improvement, of any type or kind, shall be constructed or placed on any Lot without the prior approval of the Committee. Written application shall be accompanied by two complete sets of plans.

2. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement.

3. Change, Modification or Amendment of Rules, Regulations and Guidelines. Any rules may be changed by the Committee at any time, and from time to time, on a prospective basis, set forth in a written

instrument and recorded in the office of the Recorder of Hamilton County, Indiana.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted.

D. Inspection. The Committee may inspect work being performed to assure compliance with these Restrictions.

Section 7. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever an Owner shall desire to use two or more Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee for permission.

## ARTICLE XI Assessments and Budget

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhood(s); and (c) Special Assessments as described in Section 5 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Real Estate, is deemed to covenant and agree to pay these assessments.

Section 2. Annual Accounting. Annually, the Board shall furnish to each Owner a financial statement to show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 4. "Base Assessments. The annual budget as adopted by the Owners shall contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Lot (herein called the "Base Assessment"). The Base Assessment against each Lot shall be paid in full in advance by a date specified by the Board.

Section 5: Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which,

upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment").

Section 6. Failure of Owner to Pay Assessments. A. No Owner may exempt himself from paying Base Assessments, Special Assessments, or Neighborhood Assessments.

## ARTICLE XII

### Mortgages

Section 1. Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee.

Section 2. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish a statement setting forth the amount of the unpaid Base Assessments; Special Assessments, or Neighborhood Assessments, or other charges against the Lot.

## ARTICLE XV

### Restrictions, Covenants and Regulations

Section 1. Restrictions on Use.

A. All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

C. No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot.

D. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee.

F. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

G. No industry, trade, commercial, religious, educational, or other activity designed for profit, altruism or otherwise, shall be conducted on the real estate except lawfully operated home occupations.

I. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board.

J. Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

### **EXHIBIT D - DESIGN GUIDELINES**

**1. FENCING REQUIREMENTS:** The following types of fences will generally be approved by the Architectural Control Committee:

- A.) Board on Board
- B.) Cape Cod
- C.) Picket
- D.) Wrought Iron
- E.) Vinyl Clad Chain Link, up to 4'
- F.) Split Rail

The following will generally not be approved by the Architectural Control Committee:

- A.) Plain chain link fence
- B.) Vinyl clad chain link above 4'
- C.) Stockade style fence

ALL fence types must be approved by the Architectural Control Committees prior to the fence installation. The ACC reserves the right to inspect the fence anytime before, during or after construction to insure compliance with the approved fencing plan.

FENCING LOCATIONS: All fencing must be approved prior to the installation of a given fence. The following are guidelines regarding fencing locations which generally will be approved by the Architectural Control Committee:

A.) No fencing will be allowed in the front set back line of the house. For corner lots, this includes the side yard facing the side street of the residence.

B.) Fencing of rear yard and side yard setback easements *will* be discouraged by the Architectural control Committee. Any fencing in such. easements shall be the sole responsibility of the lot owner.

C.) Maximum fencing on lots which are adjacent to the Golf Course is as follows except where a pool is involved:

1. Wrought Iron up to 4'
2. Picket Fence up to 4'
3. Cape Cod up to 4'
4. Vinyl Clad Chain Link up to 4'

FENCING, APPROVED CONSTRUCTION TECHNIQUES: All fencing shall be constructed of quality materials such as vinyl clad fence, and treated lumber. All fencing shall be properly braced with all posts either concreted into ground or placed at a depth whereby the fence will be secure and will not move.

FENCING, MAINTENANCE: All fences must be maintained in a reasonable fashion. Any warped boards shall be replaced on a timely basis. Any painted fences shall be maintained whereby the fence always has a reasonable appearance. The architectural Control Committee shall provide notice of any maintenance violation. such violations shall be corrected within 15 days of receipt of said notice. If the violation is not corrected, The ACC through the Homeowners Association retains the right to correct the violation and bill the homeowner for all applicable costs including but not limited to: Lien. rights, Attorneys fees, cost of repairs, interest at the maximum rate allowable by law, and all reasonable costs of collection.

FENCING, BRACING: All fence bracing or ribbing shall be on the inside of the fence unless otherwise approved by the ACC.

**2. DOG; KENNELS AND HOUSES:** All kennels and dog houses must be approved by the ACC prior to construction in terms of both location and materials. Chain link (vinyl or painted) will be allowed as long as the final location and screening as required by the ACC is approved prior to the commencement of construction. Dog kennels and houses should be placed in a location whereby they are not eyesores or nuisances to surrounding homeowner's. Each kennel must be screened with either fencing or trees as approved by the ACC depending on the individual request. All dog houses must be constructed of quality materials with neutral roof colors, siding and trim painted to match the primary colors of the residence of the applicant.

**3. MINIBARNS AND ACCESSORY STRUCTURES:** Requests for the approval of minibarns and accessory structures (except for dog kennels) generally will be denied. Any other accessory structure must be approved by the ACC prior to construction and must be appropriately screened from view.

**4. ANTENNAS; TV, RADIO AND SATELLITES:** Generally, requests for the attachment of TV or radio antenna to the exterior of the home or the placement of satellite

dishes over 30 inches in diameter on a given lot will be denied. TV antennas will be allowed inside the attics of residences. Small satellite dishes, under 30 inches in diameter, will be approved, but placement must be approved before installation.

**5. DECKS:** Generally, requests for decks will be approved subject to the following requirements:

- A. The deck shall be constructed with quality materials.
- B. Railing on the deck shall not exceed 4' .
- C. Final configuration of the deck must be approved prior to the commencement of construction.

**6. PORCHES. SCREENED IN PORCHES, ROOM AND GARAGE ADDITIONS:**

Generally, requests for screened in porches and room additions will be approved subject to the following guidelines:

- A. The additions shall be constructed with quality materials.
- B. The roofline shall follow the natural roofline of the home, or be approved by the ACC.
- C. The root: siding and trim shall match the colors of the primary residence.
- D. All detailed construction plans must be approved prior to the commencement of construction.

**7. GAZEBOS:** Generally, requests for the installation of Gazebos will be approved subject to the following guidelines:

- A. Structure shall be built with quality materials.
- B. Final placement of the structure must be approved by the ACC.
- C. Height of structure shall not exceed 15'.

**8. POOLS:** Only requests for in Ground type pools will be approved by the ACC. A detailed development plan must be provided to the Developer prior to the commencement of construction. No alteration to the existing grade may be done without the approval of the ACC. Any proposed grade changes must be shown on proposed plans.

**POOL FENCING:** Generally, the following types of fencing will be acceptable around a pool area. Where a Golf Course lot is involved, the listed special requirements are applicable:

- A. Board on Board
- B. Cape Cod
- C. Picket
- D. Wrought Iron

ONLY Wrought Iron fencing will be allowed where a Golf Course view is involved.

**POOL HOUSES:** Generally, requests for pool houses with changing areas and storage sheds/mini barns will be rejected. Pool equipment storage areas generally will be approved as long as the structure is solely used for the storage of chemicals, pumps / heaters and other pool related maintenance supplies. This structure shall not exceed 12' to the top of the roofline and shall be located directly behind the primary residence. All structures are subject to the following guideline:

- A. The structure shall be constructed with quality materials.
- B. The roof colors shall match the color of the primary residence.
- C. No metal structures will be approved.
- D. All detailed construction plans must be approved prior to the commencement of construction. Size shall not exceed 10' X 10' without ACC approval.

**9. BASKETBALL GOALS/COURTS:** Generally, requests for the installation of Basketball Courts will be approved subject to the following guidelines:

BASKETBALL COURTS:

- A. The final location of the courts shall be approved by the ACC.
- B. Generally, Courts will not be approved in excess of 25'X 25'
- C. The court may consist of concrete or asphalt materials.
- D. Generally, no lighting will be permitted.

BASKETBALL GOALS:

A. Type; The backboard shall be made from one of the following types of materials:

- 1. Clear plexiglass
- 2. Acrylic
- 3. Graphite

B. No wooden back boards will be approved.

C. LOCATION: No basketball rim/board shall be attached to the primary residence. Final location of the goal/board shall be approved by the ACC prior to installation. Generally, basketball goals will be approved if they are located adjacent to driveways. All basketball goal logos shall be approved as part of the initial submittal. Logos shall not cover greater than 80% of the back board area as determined by ACC.

**10. INVISIBLE FENCING:** Generally, requests for invisible fencing will be approved subject to ACC approval of proposed fence location prior to installation. All controller boxes, etc. shall be hidden from view.

**11. LAWN ORNAMENTS:** All lawn ornaments and other items added to the lot beyond the primary residence are subject to the approval of the ACC. Generally, ornamental bird baths will be approved as long as they do not



exceed three (3) feet in height. Generally, concrete lawn ornaments which exceed 24 inches in height, such as deer, etc. will not be approved by the ACC.

**12. LANDSCAPE DESIGNS & PLANTING BEDS:** All landscape designs and planting beds are subject to review by the ACC. The ACC reserves the right to deny any request based upon a lack of conformity to the established aesthetics of the neighborhood. At least 50% of the front yard shall consist of grass.

**13. SIGNAGE:** All signage is subject to local and state regulations. The Declarant and its' builders reserve certain sign rights as outlined in the Covenants & Restrictions and the Declaration. All signage, except as follows, is subject to the approval of the ACC. The Declarant and its' builders are hereby exempted from this requirement.

No signage shall be located in such a place whereby it restricts or obstructs traffic visibility. No identification signage will be allowed within the right - of -way of a dedicated public street, nor in any area not specifically approved by the ACC.

Generally, requests for flashing or blinking signs will be denied.

**TEMPORARY SIGNAGE:** All signage is subject to ACC approval, one "For Sale" sign shall be allowed in the front yard of a primary residence after the initial sale of the residence by a builder. Up until this point a builder and realtor sign will be allowed subject to ACC approval of placement, size and colors utilized.

**PROHIBITED SIGNAGE:** The following signage generally will not be approved by the ACC:

- A. Sign advertising goods, services or home occupations.
- B. Pennants, banners and portable signage.
- C. Any signage directed at the Golf Course without ACC and Golf Course approval.
- D. During development no entranceway signage shall be allowed except by the declarant and its designated builders. This specifically addresses yard or garage sales and for sale by owners .

**14. SODDING & TREES:** Generally, all front and side yards to back edge of house must be sodded, unless specifically approved by the ACC. Generally, hydro seeding of yards will be approved during certain times of the year as established by the ACC. On all corner lots, both areas adjacent to roadway shall be treated as front yards and shall be subject to sodding requirements and fencing limitations.

TREES: Minimum tree and planting bed requirements shall be established by the ACC on a housing pod by housing pod basis.

**15. LIGHTS & MAILBOXES**: The Declarant shall dictate a standard mailbox and yard or coach light for each housing pod. The cost of each shall be the responsibility of the purchaser or builder of the home. The title owner shall be responsible to keep each in good repair and shall not alter either w/o ACC approval. The title owner at all times shall keep the dusk to dawn lighting in good repair with working light bulbs.

All additional lighting is subject to ACC approval prior to installation.

**16. PLAYGROUNDS**: All requests for playground structures must be approved by the ACC prior to installation. Generally, requests for playgrounds will be approved subject to the following guidelines:

- A. Approved location
- B. Constructed with quality materials. Generally, requests for the installation of non commercial metal playgrounds will be denied.
- c. Height not to exceed 15' unless specifically approved by the ACC.

**17. EXTERIOR PAINTING**: No change to any exterior color (base or trim) shall be made without the consent of the ACC. The ACC reserves the right to restrict the colors which are utilized in repainting any exterior.

**18. BUG ZAPPERS**: Generally, requests for electric Bug Zappers will be approved subject to the owner requesting the device representing that it will be turned off not later than 10 p.m.

**19. FLAG POLES**: Generally, requests for flag poles will be approve subject to the pole being made of quality materials firmly secured into the ground and not exceeding twenty feet in height.

**20. BIRD HOUSES**: Generally, requests for bird houses will be approved subject to the following criteria:

1. All pole mounted bird houses shall be located in the rear yard of a residence secured firmly into the ground in an approved location.
2. Quality materials shall be utilized in the construction of the bird house.
3. All colors shall be approved by the ACC.

## **21. ARCHITECTURAL CONTROL GUIDELINES FOR QUAKER RIDGE**

Wood Windows: Required on all homes

Minimum Landscaping Requirements: Sod Front and Side yards:

Hydro seeding of front yard may be approved if sprinkler system is installed within the front yard area. Trees: Three 3 inch caliber trees will be required in the front yard of residence. Species as follows: 1 flowering, 1 pine, 1 tree selected by Purchaser.

Planning Bed Requirements: A minimum 600 feet of planning bed area is required in the front of each home

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06/02/2017 02:58:09P 11 PGS  
Jennifer Hayden  
HAMILTON County Recorder IN  
Recorded as Presented  
[Barcode]

Cross Reference 9251016, 9310996, 9361777

**AMENDMENT**  
**TO THE**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR THE LEGENDS AT GEIST**

WHEREAS, the Legends at Geist was established by the recording of the Declaration of Covenants and Restrictions for the Legend at Geist in the Office of the Hamilton County Recorder on December 22, 1992 as Instrument No 9251016 (the "Declaration"); and,

WHEREAS, more than seventy-five percent (75%) of the Owners of Lots in the Legends at Geist and more than seventy-five percent (75%) of the Owners of Lots in Quaker Ridge, Sections One and Two have voted to authorize the removal of Quaker Ridge Sections One and Two from the Legends of Geist Subdivision;

NOW THEREFORE, Exhibit A to the Declaration is amended and replaced by Exhibit A as attached hereto.

THE LEGENDS AT GEIST PROPERTY  
OWNERS ASSOCIATION, INC.

By:   
Barbara Beaven, President

ATTEST:

  
Brian Moore, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

I, Carla Jean Hoover, a Notary Public in and for the County and State aforesaid, do hereby certify that The Legends At Geist Property Owners Association, Inc., by and through its President, Barbara Beaven and its Secretary, Brian Moore, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 8 day of May 2017.

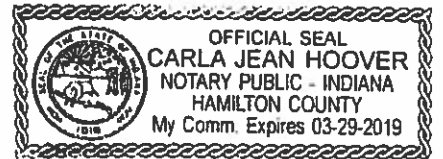
I reside in Hamilton  
County, Indiana

[Signature]  
Notary Public (Signed)

My Commission Expires:

3-29-19

Carla Jean Hoover  
Notary Public (Printed)



**AFFIDAVIT OF MAILING**  
**NOTICE TO FIRST MORTGAGEES**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

After being first duly sworn under oath, Brian Moore, the Secretary of The Legends At Geist Property Owners Association, Inc., hereby deposes and says he has mailed a copy of the foregoing Amendment to the Declaration of Covenants and Restrictions for The Legends At Geist by certified United States mail to all holders of first mortgages of record entitled to such notice on this 8 day of MAY, 2017.

[Signature]  
Brian Moore, Secretary

Before me, a Notary Public for the above County and State, personally appeared Brian Moore, the Secretary of The Legends At Geist Property Owners Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing Affidavit of Mailing Notice to First Mortgagees and stated the statements in said Affidavit are true.

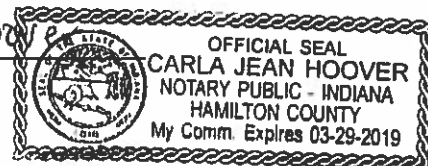
Witness my hand and Notarial Seal this 8 day of May 2017.

I reside in Hamilton  
County, Indiana

[Signature]  
Notary Public (Signed)

My Commission Expires:  
3-29-19

Carla Jean Hoover  
Notary Public (Printed)



**I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document as required by law.**

[Signature]  
Stephen R. Durham

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

Return copies of this document to: Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

EXHIBIT "A"

Part of the West Half of Section 4 and part of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 5; thence North 89 degrees 42 minutes 12 seconds East (an assumed bearing) along the South line of said Southwest Quarter, a distance of 2659.87 feet to the Southeast corner of said Southwest Quarter; thence North 00 degrees 28 minutes 18 seconds West along the East line of said Southwest Quarter, also being the West line of the Southeast Quarter of said Section 5, a distance of 946.77 feet to the Northwesterly corner of the Plat of Runnymede Estates Third Section as recorded in Plat Book 3, pages 41 and 42 in the office of the Hamilton County Recorder; thence North 80 degrees 42 minutes 07 seconds East along the Northerly line of said plat of Runnymede Estates Third Section a distance of 393.42 feet to the Northeasterly corner of said plat and also being the Northwesterly corner of a tract of land described by Deed Record 286, page 456 as recorded in the Office of the Hamilton County Recorder; thence North 69 degrees 49 minutes 48 seconds East along the Northerly line of said tract a distance of 285.18 feet the Northeasterly corner thereof and being the Southwesterly corner of a tract of land described by Instrument No. 87-31545 as recorded in the Office of Hamilton County Recorder, the following three (3) calls being along said tract; thence North 00 degrees 32 minutes 17 seconds West 176.16 feet; thence South 88 degrees 39 minutes 41 seconds East 232.15 feet; thence South 59 degrees 29 minutes 07 seconds East 149.57 feet to the Westerly line of Wildwood Drive as dedicated per Misc. Record 145, page 392 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 25 minutes 33 seconds West along said West line 50.00 feet; thence North 89 degrees 34 minutes 27 seconds East 50.00 feet to the West line of Lot 16 as shown on the Plat of Runnymede Estates Second Section as recorded in Plat Book 3, pages 70 and 71 in the Office of the Hamilton County Recorder, the following two (2) calls being along the Westerly and Northerly sides of said Lot 16; thence North 00 degrees 25 minutes 33 seconds West 125.56 feet; thence North 58 degrees 09 minutes 00 seconds East 299.32 feet to the West line of a tract of land described by Deed Record 335, page 91 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 26 minutes 50 seconds West along said West line 211.82 feet; thence South 77 degrees 35 minutes 14 seconds East to and then along the Northerly line of the Plat of Hawthorn Hills Section 1 as recorded in Plat Book 2, pages 167 and 168 (portions of this plat were vacated by Instrument No. 88-00243), also Lot 138 of Hawthorn Hills as Recorded in Plat Book 15, pages 43 to 45, Instrument No. 88-01256, Also the Replat of Lots 24 through 23, 45 through 53, 72 and parts of Lots 29, 30, 32 through 35 and Lot 73 of Hawthorn Hills, as recorded in Plat Book 11, pages 131 through 133 and all as recorded in the Office of the Hamilton County Recorder, a distance of 147.41 feet, the following fifteen (15) calls being along the Northerly and Easterly lines of said plats of Hawthorn Hills; thence North 89 degrees 47 minutes 20 seconds East 140.00 feet; thence

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Description of The Legends At Geist

South 00 degrees 12 minutes 40 seconds East 165.00 feet; thence North 89 degrees 47 minutes 20 seconds East 34.55 feet; thence South 02 degrees 39 minutes 23 seconds East 307.75 feet; thence South 08 degrees 39 minutes 26 seconds East 139.83 feet; thence North 89 degrees 00 minutes 23 seconds East 137.49 feet; thence South 89 degrees 35 minutes 27 seconds East 282.64 feet; thence South 14 degrees 21 minutes 17 seconds East 200.32 feet; thence North 75 degrees 38 minutes 43 seconds East 177.00 feet; thence South 18 degrees 37 minutes 26 seconds East 122.43 feet; thence South 07 degrees 13 minutes 41 seconds East 138.00 feet; thence South 78 degrees 47 minutes 38 seconds West 12.31 feet; thence South 17 degrees 08 minutes 45 seconds East 143.91 feet; thence North 89 degrees 14 minutes 13 seconds East 80.24 feet; thence North 89 degrees 18 minutes 43 seconds East 165.50 feet to the East line of the Southeast Quarter of said Section 5, also being the West line of the Southwest Quarter of said Section 4; thence North 00 degrees 12 minutes 40 seconds West along the West line of said Southwest Quarter, a distance of 744.28 feet to the Northwest corner of a tract of land described by Instrument No. 89-10493 as recorded in the Office of the Hamilton County Recorder; thence South 75 degrees 55 minutes 18 seconds East along the Northerly line of said tract a distance of 680.11 feet; thence South 89 degrees 07 minutes 53 seconds East parallel with and 1104.50 feet North of the South line of said Section 4, a distance of 1320.42 feet to the Easterly line of the subject property as described by Deed Record 335, page 91, Instrument No. 83-140, Parcel No. 1 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 14 minutes 08 seconds West along said Easterly line 2838.76 feet to the North line of the South Half of the Northwest Quarter of said Section 4, being also the South line of the North Half of said Northwest Quarter; thence North 89 degrees 15 minutes 25 seconds East along said South line 486.74 feet to the Southwest corner of an unrecorded 1.763 acres tract of land, the following two (2) calls being along the West and North sides of said unrecorded tract; thence North 00 degrees 07 minutes 16 seconds West parallel with the East line of the Northwest Quarter of said Section 4, a distance of 382.50 feet; thence North 89 degrees 52 minutes 44 seconds East 200.00 feet to the East line of said Northwest Quarter; thence North 00 degrees 07 minutes 16 seconds West along said East line 1388.72 feet to the Northeast corner of said Northwest Quarter; thence South 88 degrees 44 minutes 42 seconds West along the North line of said Northwest Quarter, a distance of 2672.02 feet to the Northwest corner of said Northwest Quarter; thence South 00 degrees 16 minutes 53 seconds East along the West line of said Northwest Quarter, a distance of 1745.13 feet to the Southwest corner of the North Half of said Northwest Quarter, also being the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 5; thence South 89 degrees 34 minutes 00 seconds West along the North line of said Quarter-Quarter section 1322.93 feet to the Northwest corner of said Quarter-Quarter section; thence continue South 89 degrees 34 minutes 00 seconds West along the North line of the Southwest Quarter of said Northeast Quarter, a distance of 1322.98 feet to the Northwest



corner of said Quarter-Quarter; thence South 00 degrees 03 minutes 43 seconds East along the West line of said Quarter-Quarter section 1314.05 feet to the Northwest of the Southeast Quarter of said Section 4; thence South 00 degrees 28 minutes 18 seconds East along the West line of said Southeast Quarter, a distance of 410.00 feet; thence South 86 degrees 24 minutes 33 seconds West 187.23 feet; thence South 39 degrees 26 minutes 37 seconds West 1175.11 feet; thence South 89 degrees 34 minutes 46 seconds West parallel with the North line of the East Half of the Southwest Quarter of said Section 4; a distance of 383.54 feet to the West line of the East Half of said Southwest Quarter; thence North 00 degrees 14 minutes 08 seconds West along said West line 0.68 feet to the Northeast Corner of the Southwest Quarter of said Southwest quarter; thence South 89 degrees 38 minutes 00 seconds West along the North line of said Quarter-Quarter section 1324.49 feet to the Northwest corner of said Quarter-Quarter section; thence South 00 degrees 00 minutes 00 seconds West along the West line of said Quarter-Quarter section 1319.65 feet to the point of beginning and containing 497.774 acres more or less.

ALSO part of the North Half of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 5; thence North 89 degrees 01 minutes 44 seconds East (an assumed bearing) along the North line of said Northeast Quarter, a distance of 229.90 feet to the Southeast corner of the Southwest Quarter of Section 32, Township 18 North, Range 5 East of the Second Principal Meridian; thence North 88 degrees 52 minutes 27 seconds East along the North line of the Northeast Quarter of said Section 5, a distance of 320.43 feet; thence South 00 degrees 03 minutes 39 seconds East 939.35 feet; thence North 88 degrees 52 minutes 27 seconds East 510.00 feet; thence South 00 degrees 03 minutes 39 seconds East 786.72 feet; thence South 89 degrees 34 minutes 00 seconds West 1060.15 feet to the West line of the Northeast Quarter of said Section 5; thence South 00 degrees 03 minutes 43 seconds West along said West line 1314.05 feet to the Southeast corner of the Northwest Quarter of said Section 5; thence South 89 degrees 33 minutes 58 seconds West along the South line of said Northwest Quarter, a distance of 719.92 feet to the West line of the Easterly 50 acres of said Northwest Quarter; thence North 00 degrees 03 minutes 43 seconds West along said West line 3021.36 feet to the North line of said Northwest Quarter; thence North 89 degrees 02 minutes 40 seconds East along said North line 19.99 feet; thence South 00 degrees 03 minutes 43 seconds East 200.00 feet; thence North 89 degrees 02 minutes 40 seconds East parallel with the North line of said Northwest Quarter, a distance of 700.00 feet to the East line of said Northwest Quarter; thence North 00 degrees 03 minutes 43 seconds West along said East line 200.00 feet to the point of beginning and containing 77.632 acres more or less.

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Description of The Legends At Geist

ALSO part of the North Half of the Northeast Quarter of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Northeast corner of said Northeast Quarter; thence South 00 degrees 16 minutes 53 seconds East (an assumed bearing) along the East line of said Northeast Quarter, a distance of 1745.13 feet to the South line of the North Half of said Northeast Quarter; thence South 89 degrees 34 minutes 00 seconds West along said South line 1585.76 feet; thence North 00 degrees 03 minutes 39 seconds West 786.72 feet; thence North 45 degrees 34 minutes 37 seconds East 1369.51 feet to the North line of said Northeast Quarter; thence North 88 degrees 52 minutes 27 seconds East along said North line 600.00 feet to the point of beginning and containing 52.492 acres more or less.

ALSO part of the East Half of the Southeast Quarter of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 4; thence North along the East line of said Northwest Quarter, a distance of 163.85 feet; thence deflecting to the left 90 degrees a distance of 200.00 feet; thence deflecting to the right 90 degrees a distance of 650.00 feet to the point of beginning; thence deflecting to the left 90 degrees a distance of 467 feet more or less to the West line of the East Half of the Southeast Quarter of said Northwest Quarter; thence South along said West line 450 feet to a line 450.00 feet South of and parallel with the North line of this description; thence East parallel with the North line of this description 467 feet to a point 200.00 feet East of the East line of said Northwest Quarter; thence North parallel with the East line of said Northwest Quarter 450.00 feet to the point of beginning and containing 4.779 acres more or less.

ALSO part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East, Hamilton County, Indiana and being more specifically described as follows:

Beginning on the West line of said Quarter Section, North 00 degrees 18 minutes 12 seconds East 2244.00 feet from the Southwest corner thereof; thence continue North 00 degrees 18 minutes 12 seconds East, on and along said West line, 66.00 feet; thence South 89 degrees 55 minutes 24 seconds East parallel to the South line of said Quarter Section, 1320.33 feet to the West line of the East Half of said Quarter Section; thence North 00 degrees 06 minutes 46 seconds East, on and along said West line 340.94 feet to the Northwest Corner of said Half Quarter Section; thence South 89 degrees 40 minutes 59 seconds East, on and along the North line of said Half Quarter Section 1319.18 feet to the Northeast Corner

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Description of The Legends At Geist

thereof; thence South 00 degrees 04 minutes 43 seconds East, on and along the East line of said Quarter Section, 410.73 feet to its intersection with an East-West fence line prolonged; thence South 86 degrees 35 minutes 30 seconds West, on and along said fence line and fence line prolonged, 187.23 feet to an existing corner post; thence South 39 degrees 50 minutes 52 seconds West generally along an existing fence 1174.73 feet; thence North 89 degrees 40 minutes 59 seconds West, parallel to the North line of said Half Quarter Section, 382.74 feet to the West line of said Half-Quarter Section; thence North 00 degrees 06 minutes 46 seconds East, on and along said west line 922.00 feet; thence North 89 degrees 55 minutes 24 seconds West, parallel with the South line of said Quarter Section, 1320.55 feet to the place of beginning and containing 30.56 acres more or less.

ALSO part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East in Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the West line of Section 5, Township 17 North, Range 5 East, said point being North 00 degrees 00 minutes 00 seconds (assumed bearing) 1956.55 feet from an iron rod marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds 287.45 feet on and along the West line of said Section 5; thence North 89 degrees 46 minutes 52 seconds East 1320.00 feet parallel with the South line of the Southwest Quarter of said Section 5; thence South 00 degrees 00 minutes 00 seconds 287.45 feet; thence South 89 degrees 46 minutes 52 seconds West 1320.00 feet to the place of beginning, containing 8.71 acres, more or less.

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Description of The Legends At Geist

Excepting therefrom the following described real estate in Hamilton County Indiana:

Part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Beginning at the Southeast corner of said Southwest Quarter;  
thence South 89 degrees 42 minutes 12 seconds West (an assumed bearing) along the South line of said Southwest Quarter, a distance of 1287.47 feet;  
thence North 00 degrees 17 minutes 48 seconds West 190.00 feet;  
thence North 47 degrees 17 minutes 55 seconds East 105.58 feet;  
thence North 00 degrees 17 minutes 48 seconds West 40.00 feet;  
thence North 61 degrees 04 minutes 20 seconds East 183.56 feet;  
thence North 89 degrees 42 minutes 12 seconds East 70.00 feet;  
thence North 24 degrees 08 minutes 33 seconds East 121.23 feet;  
thence North 37 degrees 29 minutes 07 seconds East 380.45 feet;  
thence North 31 degrees 25 minutes 43 seconds East 299.27 feet;  
thence North 49 degrees 38 minutes 27 seconds East 313.32 feet;  
thence North 25 degrees 40 minutes 26 seconds East 111.40 feet;  
thence North 89 degrees 31 minutes 55 seconds East 171.16 feet to a non-tangent curve, from which the radius point bears South 75 degrees 13 minutes 03 seconds East;  
thence Southerly along said curve on arc distance of 46.58 feet to a point from which the radius point bears North 89 degrees 31 minutes 55 seconds East, said curve having a radius of 175.00 feet;  
thence North 89 degrees 31 minutes 55 seconds East 50.00 feet;  
thence South 02 degrees 41 minutes 11 seconds East 258.35 feet to a non-tangent curve, from which the radius point bears South 89 degrees 31 minutes 55 seconds West;  
thence Southerly along said curve an arc distance of 108.22 feet to a point from which the radius point bears North 71 degrees 57 minutes 35 seconds West, said curve having a radius of 335.00 feet;  
thence North 89 degrees 31 minutes 55 seconds East 37.41 feet to the East line  
thence South 00 degrees 28 minutes 18 seconds East along said East line a distance of 946.77 feet to the point of beginning and containing 24.875 acres more or less.

Subject to all legal easements and rights of way of record.

**AND**

Part of the South Half of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 5;  
thence North 00 degrees 28 minutes 18 seconds West (an assumed bearing) along the East line of said Southwest Quarter, a distance of 946.77 feet to the POINT OF BEGINNING;  
thence South 89 degrees 31 minutes 55 seconds West 37.41 feet to a non-tangent curve, from which the radius point bears North 71 degrees 57 minutes 35 seconds West;  
thence Northerly along said curve an arc distance of 108.22 feet to a point from which the radius point bears South 89 degrees 31 minutes 55 seconds West, said curve having a radius of 335.00 feet;  
thence North 02 degrees 41 minutes 11 seconds West 258.35 feet;  
thence South 89 degrees 31 minutes 55 seconds West 50.00 feet to a non-tangent curve, from which the radius point bears North 89 degrees 31 minutes 55 seconds East;  
thence Northerly and Northeasterly along said curve an arc distance of 241.20 feet to a point from which the radius point bears South 11 degrees 30 minutes 00 seconds East, said curve having a radius of 175.00 feet;  
thence North 78 degrees 30 minutes 00 seconds East 19.26 feet;  
thence North 11 degrees 30 minutes 00 seconds West 150.11 feet;  
thence North 78 degrees 30 minutes 00 seconds East 522.02 feet;  
thence North 67 degrees 10 minutes 00 seconds East 354.41 feet;  
thence South 90 degrees 00 minutes 00 seconds East 431.36 feet to the East of the West Half of the Southeast Quarter of said Section 5;  
thence South 00 degrees 26 minutes 50 seconds East along said East line 338.74 feet to the Northerly line of Runnymede Estates Second Section as recorded in Plat Book 3, pages 70 and 71 in the Office of the Hamilton County Recorder;  
thence South 58 degrees 09 minutes 00 seconds West along said Northerly line of Runnymede a distance of 299.23 feet;  
thence South 00 degrees 25 minutes 33 seconds East along the Westerly line of said Runnymede 125.56 feet;  
thence South 89 degrees 34 minutes 27 seconds West 50.00 feet;  
thence South 00 degrees 25 minutes 33 seconds East 50.00 feet;  
thence North 59 degrees 29 minutes 07 seconds West along the Northerly line of a tract of land described by a deed recorded in Inst. No. 87-31545 in the Office of

**Page 8 – Exhibit "A"**  
**Description of The Legends At Geist**

the Hamilton County Recorder, the following two (2) calls being along the Northerly and Westerly sides of said tract;  
thence North 88 degrees 39 minutes 41 seconds West 232.15 feet;  
thence South 00 degrees 32 minutes 17 seconds East 176.16 feet to the Northerly corner of a tract of land describe in Deed Record 186 page 456 as recorded in the Office of the Hamilton County Recorder;  
thence South 69 degrees 49 minutes 48 seconds West along the Northerly line of said tract a distance of 285.18 feet to the Northerly corner of the Plat of Runnymede Estates Third Section recorded in Plat Book 3, pages 41 and 42 in the Office of the Hamilton County Recorder;  
thence South 80 degrees 42 minutes 07 seconds West along the North line of said Plat 393.42 feet to the point of beginning and containing 18.36 acres more or less.

4 925

2018037785 AMENDMENT \$25.00  
08/15/2018 01:57:11P 4 PGS  
Jennifer Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

Cross Reference 9251016, 2017025326, 217062703

SECOND AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE LEGENDS AT GEIST

WHEREAS, the Legends at Geist was established by the recording of the Declaration of Covenants and Restrictions for the Legends at Geist in the Office of the Hamilton County Recorder on December 22, 1992 as Instrument No. 9251016; as subsequently amended (the "Declaration"); and,

WHEREAS, more than seventy-five percent (75%) of the Owners of Lots in the Legends at Geist have voted at a duly called meeting to approve an amendment to the Declaration;

NOW THEREFORE, the Article XIX of the Declaration is amended to read as follows:

ARTICLE XIX

Benefit and Enforcement

This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the office of the Recorder of Hamilton County, Indiana and expiring December 31, 2015, after which time they shall be automatically extended for successive periods of five (5) years each, unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same. The failure or delay at any time of Declarant, the Corporation, the Owners, the Committee, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time-to-time thereafter, or an estoppel against the enforcement thereof.

THE LEGENDS AT GEIST PROPERTY OWNERS ASSOCIATION, INC.

By Barbara Beaven  
Barbara Beaven, President

ATTEST:

Brian Moore  
Brian Moore, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

I, Jeffrey L. Price, a Notary Public in and for the County and State aforesaid, do hereby certify that The Legends at Geist Property Owners Association, Inc., by and through its President, Barbara Beaven and its Secretary, Brian Moore, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of August 2018.

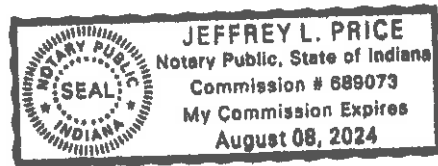
I reside in Marion  
County, Indiana

Jeffrey L. Price  
Notary Public                   (Signed)

My Commission Expires:

Jeffrey L. Price  
Notary Public                   (Printed)

8/8/24





AFFIDAVIT OF MAILING

NOTICE TO FIRST MORTGAGEES

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON    )

After being first duly sworn under oath, Brian Moore, the Secretary of The Legends of Geist Property Owners Association, Inc., hereby deposes and says he has mailed a copy of the foregoing Second Amendment to the Declaration of Covenants and Restrictions for the Legends at Geist by certified United States mail to all holders of first mortgages of record entitled to such notice on this 1<sup>st</sup> day of August, 2018.

*Brian Moore*

\_\_\_\_\_  
Brian Moore, Secretary

Before me, a Notary Public for the above County and State, personally appeared Brian Moore, the Secretary of The Legends at Geist Property Owners Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing Affidavit of Mailing Notice to First Mortgagees and stated the statements in said Affidavit are true.

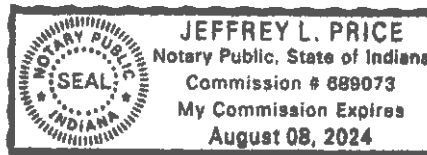
Witness my hand and Notarial Seal this 1<sup>st</sup> day of August 2018.

I reside in Marion  
County, Indiana

*Jeffrey L Price*  
\_\_\_\_\_  
Notary Public                   (Signed)

My Commission Expires:  
8/8/24

Jeffrey L Price  
\_\_\_\_\_  
Notary Public                   (Printed)



**I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document as required by law.**

  
STEPHEN R. BUSCHMANN

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

Return copies of this document to: Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.