

JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

225307

2022 NOV 30 A 9:57

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

A202200130441

12/08/2022 07:06 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: \$ 35.00
PAGES: 12
By: ER

Cross-Referenced Inst. Number:
990182436

**FIRST AMENDMENT TO THE
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS, SECTION 9A,
AN ADDITION TO MARION COUNTY, INDIANA,
ADDING RENTAL RESTRICTIONS**

Whereas, the following are true:

Pursuant to Instrument No. 990182436, certain plat restrictions and covenants (the “**Covenants**”) were filed with the Marion County Recorder for Section 9A of Oakland Hills at Geist, an addition in Marion County, Indiana; and

Pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current owners of the lots in said Section 9A; and

Following the recommendation of the Board of Directors of the Oakland Hills Neighborhood Association, Inc. (the “**Association**”), a majority of the current owners of the lots in Section 9A have consented to the following rental restriction amendment to the Covenants. True and accurate copies of the ballots received from those owners who approved the amendment are attached hereto.

Now, therefore, the Covenants are hereby amended as follows:

A new Article 30 is hereby added to the end of the Covenants of Oakland Hills at Geist-Section 9A as follows:

ARTICLE 30

LEASING

Section 30.1. General Prohibition of Leased Dwellings (“Rental Ban”). There shall be no leasing or rental of any dwelling except as otherwise provided in this Article 30.

Section 30.2. “Rental” and “Lease” Defined. For the purposes of this Article 30, “rented” or “leased,” as used interchangeably herein, means leased or rented or occupied, whether or not for compensation of any kind, by anyone other than a lot owner or members of his or her immediate family (those being a spouse, parent, step-parent, child, step-child or sibling).

Section 30.3. Effective Date of “Rental Ban.” As of the date on which this Article 30 is recorded with the Marion County Recorder (the “Recording Date”), these rental restrictions shall be deemed effective. Within thirty (30) days after the Recording Date, the Board of Directors of the Oakland Hills Neighborhood Association, Inc. (the “Association”) shall provide written notice to all lot owners in Oakland Hills at Geist-Section 9A setting forth the Recording Date. The Rental Ban shall not apply to any existing lease or rental in place as of the Recording Date, so long as the lot owner-landlord mails or otherwise delivers to the Board (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such dwelling which is in effect as of the Recording Date. The owners of such pre-Recording Date rented dwellings shall not be subject to the Rental Ban, but shall be subject to the remaining provisions of this Article 30. However, when the legal owners of record of any of the pre-Recording Date rented dwellings sell, transfer or convey such dwelling to another lot owner after the date of recording of this Amendment, such Lots shall immediately become subject to the Rental Ban. The failure of any such owner-landlord of a leased or rented dwelling to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Board shall result in said owner-landlord’s dwelling being subject to the Rental Ban (from and after the date of expiration of such pre-Recording Date lease).

Section 30.4. Hardship Exceptions and Waiver. So long as a lot owner has occupied the dwelling for at least one year, the lot owner may request the Board of Directors of the Association to waive the Rental Ban if the owner establishes to the Board’s satisfaction that the Rental Ban will cause undue hardship. The owner’s request must be in writing and must specify the reason for the hardship exception, the date when the owner took ownership of the lot, as well as a copy of the proposed lease.

(i) Within thirty (30) business days after receipt of the owner’s request, the Board shall respond with questions, clarification, request for more information, approval or denial.

(ii) If the Board requests additional information or documentation, the lot owner will have up to ten (10) business days to provide the same to the Board.

(iii) If applicable, the Board shall review the additional information or documentation within ten (10) business days and provide a response to the owner.

If the Board approves the owner’s request in writing, the owner may rent or lease said dwelling, subject to any further conditions or limitations imposed by the Board in its discretion, but only if the lot owner satisfies all other requirements of Article 30. Such decision shall be at the discretion of the Board which cannot be unreasonably withheld. The Board may consider any of the following as constituting “undue hardship”:

- a. Necessary relocation of the residence of a lot owner due to mental or physical infirmity or disability of at least one (1) of such owners or spouse; or
- b. The lot owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from Oakland Hills; or
- c. Job loss of an owner or the owner's spouse; or
- d. Change in marital status.

The Board will consider a hardship application even if the owner's reason is not one of those listed above if the owner can show a unique circumstance. In order to be approved, a majority of the total number of the then-serving members of the Board must agree to grant any hardship request. If a Board member requests a hardship waiver, that Board member must recuse himself or herself from the Board's consideration of the request and the Board's vote. An approval is active and valid for a period of up to ninety (90) days. However, if the owner needs more time to execute the applicable lease, the owner may request one more ninety (90) day period of time, which must first be approved in writing by the Board to be valid. Also, a hardship exception can only be granted once every ten (10) years of owner's occupancy. The maximum duration of any lease approved as a hardship exception is three (3) years.

Section 30.5. General Lease Conditions. All permitted leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any dwelling other than the entire dwelling shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Plat Restrictions and Covenants, the Association's By-Laws, and any rules and regulations of the Association promulgated by the Board, as amended, (collectively referred to as the "Governing Documents") to the same extent as if the tenant were an owner and a member of the Association; and shall provide for direct action by the Association and/or any owner against the tenant with or without joinder of the legal owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease. The lot owner shall supply copies of such Governing Documents to the tenants prior to the effective date of the lease, and shall provide the Board with a receipt whereby the tenants acknowledge receipt of the Governing Documents from the lot owner. All owners who do not reside in the dwelling shall provide the Board with the name of the tenant(s) and any other residents living in the dwelling, together with phone numbers and email addresses, as well as the same information for the lot owner himself or herself.

Section 30.6. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the lot owner from his or her responsibility to the Association for compliance with the provisions of the Governing Documents.

Section 30.7. Association's Copy of Lease. A copy of each executed lease by an owner which identifies the tenant (but which may have the rental amount and personal identifying information deleted) shall be provided to the Board by the lot owner within thirty (30) days after execution.

Section 30.8. Violations. Any lease or attempted lease of a dwelling in violation of the provisions of this Article 30 is voidable at the election of the Board, except that neither party to such lease may assert this provision of this Article 30 to avoid its obligations thereunder. In the event of a violation of this Article 30, the Association, or any other lot owner within Oakland Hills at Geist-Section 9A, shall have the right to exercise any available remedies at law or equity, including commencement of an action for injunctive relief to have the occupants removed from the dwelling. If the Association takes action to enforce this Article 30, the Association shall have the right to recover all costs incurred in connection with its enforcement efforts, including attorneys' fees.

Section 30.9. Burden of Proof. The lot owner shall have the burden of proving to the satisfaction of the Board that the occupancy of the owner's property is not in violation of the terms of this Article 30.

Section 30.10. Short-Term Rentals Prohibited. Owners shall not lease, rent, or otherwise operate their dwellings on a hotel, transient or short-term rental basis. For the purpose of Article 30, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a dwelling or portion thereof to an occupant and collect consideration for the rental from the occupant. (For example, VRBO or Airbnb.)

* * * * *

1. Except for the foregoing, all other provisions of the Covenants remain in full force and effect.

2. The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of this Amendment, together with the Covenants, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot in Section 9A of the Oakland Hills at Geist addition as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

3. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to the foregoing have been fulfilled and satisfied.

[signature page follows]

Executed this 18 day of November, 2022.

Oakland Hills Neighborhood Association, Inc., by:

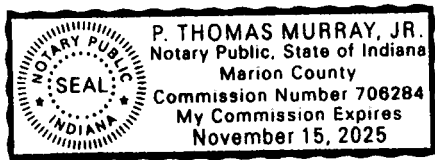
Eddie Brown
Eddie Brown, President

Attest:

Deirdre Peduto
Deirdre Peduto, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a notary public, in and for said County and State, personally appeared Eddie Brown and Deirdre Peduto, the President and Secretary, respectively, of the Oakland Hills Neighborhood Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 18 day of November, 2022.



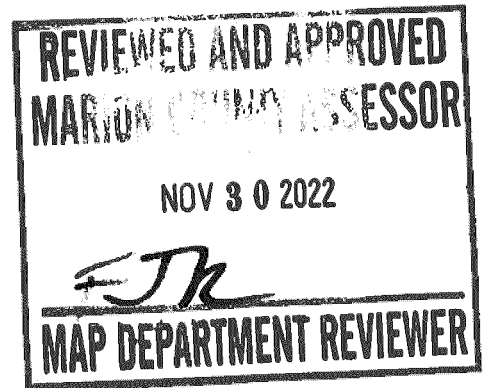
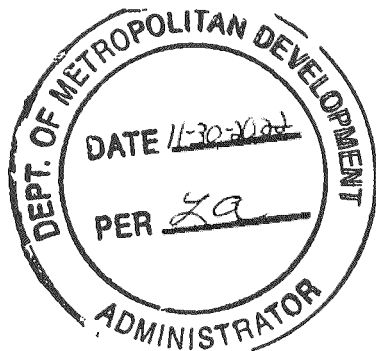
P. Thomas Murray, Jr.
P. Thomas Murray, Jr., Notary Public

My Commission Expires:
November 15, 2025

Residence County: Marion

“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.” /s/ P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.



PLAT RESTRICTIONS AND COVENANTS FOR OAKLAND HILLS AT GEIST

SECTION 9A

The undersigned, Dawson Development Company, being the owners of record of the above-described real estate, hereby certify that they do lay off, plat and subdivide the same into lots and streets in accordance with this plat and certificate.

The subdivision shall be known and designated as **OAKLAND HILLS AT GEIST, SECTION NINE - A**, an addition to Marion County, Indiana.

All streets, if not heretofore dedicated, are hereby dedicated to the public for its use.

Easements for Drainage, Sewers and Utilities: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. **Drainage Easements (D.E.)** — are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
- B. **Sewer Easements (S.E.)** — are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
- C. **Utility Easements (U.E.)** — are created for the use of public utility companies, not including transportation companies, for installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
- D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

Residential Setback Requirements:

- A. **In general** — Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. **Definitions** — “Side line” means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. “Rear line” means the lot boundary line that is

farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

- C. **Front Yards** — The front building setback lines shall be as set forth upon this plat of the Development.
- D. **Side Yards** — The side yard setback lines shall not be less than an aggregate of twenty (20) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.
- E. **Rear Yards** — Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

Land Use: All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than the one detached single-family dwelling not to exceed two and one half stories in height, and a private garage for not less than two (2) cars and residential accessory buildings.

Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 2300 square feet of finished and livable floor area.

Building Control: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building and the designated builder have been approved by a Development Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. No member of the Development Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. No building, fence, swimming pool, wall, or other structure, shall be commenced or erected without approval from the Development Committee.

Golf Course: Due to the adjoining location of Old Oakland Golf Club lot owners must exercise diligent supervision of their children, pets, and all outdoors activities in order to preserve the traditional quiet use and enjoyment of the golf course by its members.

The exclusive use of the golf holes (including the tees, fairways, greens, rough and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Buyer acknowledges that it does not have any right to use the Golf Course or to automatically become a member of the golf club which operates the Golf Course by virtue of its purchase of the Property. Buyer further acknowledges that there are certain risks inherent in the ownership and occupancy of property adjacent to or in the vicinity of a golf course, including, without limitation, the possibility of golf balls entering property adjacent to or in the vicinity of a golf course and causing damage to property and injury to persons, and Buyer expressly agrees to assume such risks. Buyer further acknowledges and agrees that no claim or cause of any action for any harm, damage or injury to person or property of any kind caused or occasioned by golf balls or any other hazards associated with the design, operation, maintenance and use of the Golf Course: shall be maintained against Seller, the Dawson Development Company, or any member, director, officer, partner, employee or agent of the foregoing, and all such entities and individuals are hereby released from and against any and all such claims or causes of action.

Vehicle Parking and Temporary Structures: No camper, motor home, truck, trailer, boat, shacks or outhouses shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

Nuisances: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Trees: All trees more than four (4) inches caliper diameter located outside the building, driving and parking areas shall not be removed unless approved by the Development Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Removal or destruction of such trees by a lot owner or his successors in title other than by acts of God or circumstances beyond the lot owner's control, shall be replaced by a tree of a type and size established by the Development Committee within ninety (90) days notice in writing, and upon failure to do so, the Development Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. Adequate physical barriers, such as straw bales or snow fence, shall be provided by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements.

Fencing: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street line extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a street such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

100 Year Flood Elevation: A line depicted as "100 yr. F.E." on any lot in this addition denotes an area between such line and Indian Creek in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources.

Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by Developer during development and sale of lots in the subdivision, signs identifying the subdivision located on an entry sign easement and one sign of not more than five (5) square feet which may be displayed on a lot at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale.

Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

Antennas and Receivers: No satellite receiver or down-link shall be permitted on any lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Development Committee. The Development Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the lot.

Maintenance of Lots and Improvements: All building materials, equipment, etc., must be contained within lot boundaries at all times so as not to damage or litter any adjoining land, providing fencing if necessary. The owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly, and specifically such owner shall: (i) remove all debris or rubbish, (ii) prevent the existence of any other condition that reasonable tends to detract from or diminish the aesthetic appearance of the Development, (iii) keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

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

Exterior Construction: All utility facilities in the development will be underground. Each driveway in the development will be of concrete, asphalt or paving brick material.

Occupancy: No dwelling shall be occupied without first obtaining a certificate of occupancy from the City.

Garage Doors: All garages opening to the street shall have automatic door controls.

Geo-Thermal Heat Pumps: Geo-thermal heat pumps shall be of the closed loop type only.

Development and Sale Period: During the development period, developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned by Developer, as in the sole opinion of developer of developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Vegetation: Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee or any land owner in Oakland Hills at Geist to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee or any such land owner shall have a lien against said real estate for the expense thereof.

All lots in this subdivision shall be subject to assessments levied by a homeowners' association to pay for all the costs and expenses of installation, maintenance and utilities for the street lighting system required by the City of Lawrence. Such assessments shall be a lien on any lot for which the assessment remains unpaid.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2020 at which time said covenants shall be automatically

extend for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Document dated this 17th day of September 1999.

Reader's Note: *This is a transcription from the official "Plat Restrictions and Covenants" document signed by Joseph S. Dawson (Developer) and Catherine Ann Donley (Notary Public). This is provided solely as a convenience to the residents of Oakland Hills. Due to the possibility of errors/omissions during transcription of the official document, this is not a legal instrument and may be used for informational purposes only. For an official and legally binding copy of the original document, (Instrument #990182436), please contact the Marion County Recorder's Office-Real Estate Records Division, Room 721, City-County Building, Indianapolis, Indiana, or phone their office at (317)- 327-4016.*

**Recorded with the covenants and at the beginning of each set of covenants is a description of the plat and the lots contained therein based on the official land survey*

***Addendum information and additional conditions and requirements for each set of covenants are written at the bottom of the official document and follow the notarized signatures.*