

A202200130420

JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

12/08/2022 07:05 AM

**KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER**

225302

2022 NOV 30 A 9:56

FEE: \$ 35.00

PAGES: 21

By: ER

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Cross-Referenced Inst. Numbers:

930030759

A201000008032

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS, SECTION 4,
AN ADDITION TO MARION COUNTY, INDIANA,
ADDING RENTAL RESTRICTIONS**

Whereas, the following are true:

Pursuant to Instrument No. 930030759, certain plat restrictions and covenants (the "**Covenants**") were filed with the Marion County Recorder for Section 4 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 4; and

In December of 2009, a majority of the then current owners of the lots in Section 4 voted to approve the "Amended and Restated Plat Restrictions and Covenants for Oakland Hills at Geist, Section 4, an Addition to Marion County, Indiana" which were filed with the Marion County Recorder on January 27, 2010, as Instrument No. A201000008032 (the "**Amended and Restated Covenants**"); 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 4 have consented to the following rental restriction amendment to the Amended and Restated Covenants. True and accurate copies of the ballots received from those owners who approved the amendment are attached hereto.

Now, therefore, the Amended and Restated Covenants are hereby amended as follows:

A new Article 30 is hereby added to the end of the Amended and Restated Covenants of Oakland Hills at Geist-Section 4 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 4 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 4, 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 Amended and Restated 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 Amended and Restated 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 4 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.

Executed this 18 day of November, 2022.

Oakland Hills Neighborhood Association, Inc., by:

Eddie Brown

Eddie Brown, President

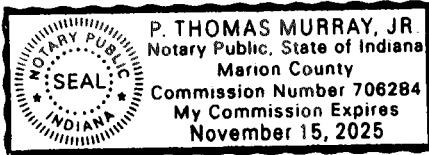
Attest:

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.



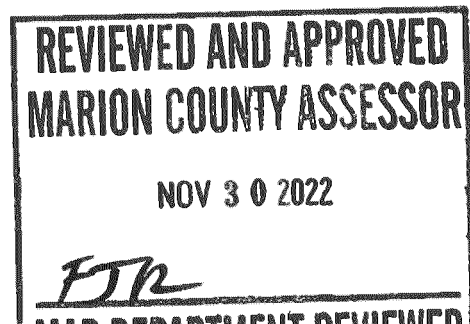
P. Thomas Murray, Jr.
P. Thomas Murray, Jr., Notary Public

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.



BILLIE J. BREAUX
MARION COUNTY AUDITOR

021324 JAN 27 2010

DULY EXAMINED AND FOUND
SUBJECT TO ORIGINAL ACCEPTANCE
FOR TRANSFER

10
KB

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 4,
AN ADDITION TO MARION COUNTY, INDIANA**

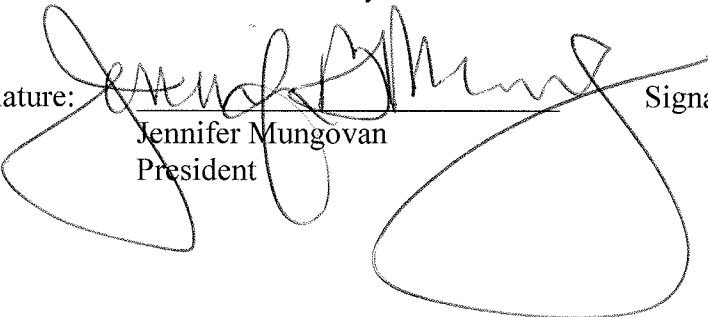
WHEREAS, pursuant to instrument number 930030759 certain plat restrictions and covenants (the "Covenants") were recorded in the office of the Marion County Recorder for Section 4, Oakland Hills at Geist, an addition to Marion County, Indiana; and

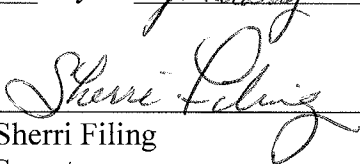
WHEREAS, pursuant to the provisions of such Covenants, the Covenants may be amended by a vote of a majority of the then current lot owners of lots in said Section; and

WHEREAS, pursuant to a vote of such lot owners held in December of 2009, a majority of the lot owners voted to amend the Covenants as set forth herein.

NOW, THEREFORE, the Oakland Hills Neighborhood Association, Inc. ("OHNA"), as the authorized entity to do so does hereby file the amended and restated Covenants for said Section as set forth on Exhibit "A", attached hereto and made a part hereof.

IN WITNESS WHEREOF, OHNA, by its authorized officers, does hereby certify to the veracity of the above statements and does hereby execute this document this 19 day of January, 2010.

Signature: 
Jennifer Mungovan
President

Signature: 
Sherri Filing
Secretary

A201000008032

January 27, 2010 3:52 PM
Julie L. Voorhies,
Marion County Recorder



Pages: 10
Fee: \$42.50
By: KDB

STATE OF INDIANA)
COUNTY OF MARION)

SS: ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Mungovan and Sherri Filing who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of January, 2010.

My Commission Expires: 08/01/2016

M. Karen Jones
Notary Public
M. KAREN JONES
Printed
Resident of BOONE County



This instrument was prepared by and, following recording, should be returned to: Timothy C. Lawson, Attorney at Law, HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C., One American Square, Suite 2000, Box 82064, Indianapolis, Indiana 46282. *

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. Timothy C. Lawson

EXHIBIT "A"

**AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS FOR
OAKLAND HILLS AT GEIST, SECTION 4,
AN ADDITION TO MARION COUNTY, INDIANA**

The subdivision is known and designated as **OAKLAND HILLS AT GEIST**, an addition in Marion County, Indiana.

1. 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.

2. 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. Cul-De-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.

E. Side Yards - See specification on Exhibit "A" attached hereto and incorporated herein.

F. Rear Yards - Rear setback lines shall be at least twenty-five (25) feet from the rear lot line.

G. Contiguous Lots - If two or more contiguous lots (and/or parts thereof) are held in title by the same owner, and said owner intends to erect a dwelling and or accessory structures thereon, then these restrictions shall apply to the perimeter of the combined lots (and/or parts thereof) as if they were one single lot. Said restrictions shall be applied based upon the distance from the dwelling structure or other improvements to the adjacent title lines of the property adjoining the combined lot. Nothing in the foregoing provision shall impinge upon or diminish the rights associated with any platted easements.

3. 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 no more than four (4) cars, and Dawson Development Company, LP ("Dawson Development"), or Oakland Hills Neighborhood Association, Inc. ("OHNA") approved, as the case may be, residential accessory buildings. A non-access easement along lots abutting East 63rd Street and East 75th Street shall provide for no direct driveway access to said streets by the owners of lots abutting said streets.

4. Dwelling Size: The relevant dwelling size requirements for lots in the sections covered by these covenants are set forth on Exhibit "A", attached hereto and incorporated herewith.

5. 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 an authorized representative of Dawson Development. In addition, no outbuilding, fence, swimming pool, wall, or other structure shall be commenced or erected without approval from Dawson Development or by the OHNA Board of Directors, as applicable. No member, representative, or owner of Dawson Development or the OHNA Board shall have any liability to any lot owner with respect to the exercise or non-exercise of the duties hereunder. Provided however that at such time as an authorized representative of Dawson Development provides written notice to OHNA that Dawson Development wishes to relinquish this authority, at such time OHNA shall be entitled to exercise such authority.

6. Private Drives: Where private drives are shown on this plat and designated "C-D", those lot owners using such drives for ingress and egress shall own equal and undivided interest in such drives as tenants in common, and it shall be the obligation of each owner in common with the other lot owners abutting such drives to contribute an equal share of the cost of maintenance of such drives. Where a majority of lot owners served by a private drive elect to repair such drive and one or more lot owners fails to pay their allocated share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such lot and the owner thereof and recover the full assessment owed together with interest from due date and reasonable attorney's fees. The private drive may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for drives. Lots 23 through 25, 67 through 70, 73 through 76, and 102 through 108 are the lots so served. All private drives (C.D.) shall be utility easements (U.E.). All private drive pavement thicknesses shall meet or exceed D.O.T. Standards for local streets.

7. Golf Course: For any lot that adjoins the 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, roughs, and hazards) is limited to Old Oakland Golf Club employees and to members and their guests during their rounds of playing golf.

Lot owners do not have any right to use the Golf Course or to automatically become a member of Old Oakland Golf Club by virtue of the purchase of property in the subdivision. Lot owners further acknowledge 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 lot owners hereby expressly agree to assume such risks. Lot owners further acknowledge and agree 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 made or taken against any seller of property in the subdivision, Dawson Development, OHNA, 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.

8. Vehicle Parking and Temporary Structures: No camper (motorized, tent “pop up”, or otherwise), motor home, trucks (larger than ¾ ton), semi-tractor trailers (including, but not limited to, the cab/driver portion thereof), boat, shack or outhouse shall be erected, maintained, or kept on any lot or located on the street adjoining any such lot for a period of more than ten (10) days in any twelve (12) month period, except that for use by the builder during the construction of a proper structure. Personal or work vehicles owned or driven by the owner, or other persons living in the home on the lot, shall not be routinely parked in the street during the day or overnight, but shall be parked in the owner’s driveway.

9. 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.

10. 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 Dawson Development, or OHNA, as the case may be, 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 right-of-way. Removal or destruction of such trees by a lot owner or his/her 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 Dawson Development, or OHNA, as the case may be, within ninety (90) days notice in writing, and upon failure to do so, Dawson Development, or OHNA, as the case may be, shall cause such tree to be replaced and the cost of such replacement shall be paid by the property owner within fifteen (15) days of written notice thereof, and in the event of nonpayment, 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 may be placed. 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.

11. 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. For all other requirements relative to fencing, the provisions of the Oakland Hills Architectural and Development Control Guidelines shall control. It shall be the lot owner’s responsibility to consult such Guidelines and to the extent a non-conforming fence is erected on any lot, either Dawson Development or OHNA shall have the right to require removal of the fence, or modifications so as to conform with the Guidelines.

12. 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.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except signs maintained by the 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.

14. Sight Line: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street 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.

15. 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.

16. Antennas and Receivers: No satellite receiver, down-link, shortwave amateur radio tower or exterior antenna shall be permitted on any lot without the prior written consent of Dawson Development or OHNA, as the case may be, which 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. As provided by Section 207 of the Telecommunications Act of 1996, and related implementing regulations, this provision shall not prohibit the installation of a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. However, the lot owner shall, while to the extent necessary to retain line-of-site reception, install such antenna so as not to be visible from the street.

17. 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 reasonably 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 them becoming unsightly.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, improve the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by Owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

Any improvements after initial home construction on the lot or to any additions to structures on the lot, shall be subject to the prior approval of OHNA and the Old Oakland Golf Course (if the lot is located on the Old Oakland Golf Course), or by OHNA only if the lot is not located on the Golf Course. Such improvements shall be subject to the Oakland Hills Architectural and Development Control Guidelines which are incorporated herein by reference. It shall be the lot owner's

responsibility to consult such Guidelines and obtain the proper approvals prior to any such improvements or additions being commenced.

18. Right to Perform Certain Maintenance: In the event that the owner of any lot in the development shall fail to maintain the lot and any improvements situated thereon in accordance with the provisions of these covenants and restrictions, Dawson Development or OHNA 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 Dawson Development or OHNA shall be collected in any reasonable manner from owner. Neither Dawson Development, OHNA, nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Upon written notice from Dawson Development or OHNA that said repairs or improvements are in need pursuant to these covenants, owner shall, within sixty (60) days of such written notice, correct the unsightly conditions. Upon failure to do so, Dawson Development or OHNA, as the case may be shall have the authority to cause such repairs or improvements to occur, the cost of such repairs or improvements shall be immediately paid by owner, or will result in a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of such lien. Any costs incurred by Dawson Development or OHNA, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

19. 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.

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

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

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

23. Development and Sale Period: During the development period, Dawson Development 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 Dawson Development, as in the sole opinion of Dawson Development 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.

24. Vegetation: Lot owners shall not permit the growth of weeds, excess grass growth, or volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall entitle Dawson Development, OHNA 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 Dawson Development, OHNA or any such land owner shall be entitled to file a lien against said real estate for the expense thereof, in the event that said owner fails to pay for the cost of the improvement.

Upon written notice from Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, that said maintenance is needed pursuant to these covenants, the owner shall, within fourteen (14) days of such written notice, remedy, or commence a good faith effort to so remedy, the unsightly conditions. Upon failure to do so, Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, shall have the authority to cause such improvement to occur, the cost of such improvement shall be immediately paid by owner upon written notice, or such cost will result in a lien being able to be placed upon the property by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, collectable in any court of law or equity together with reasonable attorney's fees and costs for the enforcement of

such lien. Any costs incurred by Dawson Development, OHNA, or any land owner in Oakland Hills at Geist, not paid within thirty (30) days of written notice shall incur interest at a rate of 1% per month.

25. Occupancy: In the event a homeowner should vacate the property for any reason, including, but not limited to, leasing or listing the property for sale, the homeowner shall be required to provide OHNA in writing with a current mailing address and telephone number within thirty (30) days of their departure. In any event, the homeowner shall remain responsible for all obligations established under these covenants.

26. Binding Effect: 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 OHNA or 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.

27. Covenants to Run with the Land: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2015 at which time said covenants shall be automatically extend for successive periods of five (5) years. Provided however, that notwithstanding the foregoing, at any time these covenants may be amended, in whole or in part, by a vote of the majority of the then owners of the lots in the section in which said lots are located. Lot owners shall be entitled to one vote for each lot owned.

28. Enforcement: Except as otherwise provided in these covenants, the Right of enforcement of these covenants is hereby granted to each of the Department of Metropolitan Development of Marion County, Indiana, Dawson Development, and OHNA each of which may act on their own, or in concert with any of the other two individually or collectively. Any waiver of enforcement of any provisions of these covenants by Dawson Development or OHNA shall not act as a waiver of any right to future enforcement.

29. Incorporation of Exhibit A: The provisions of Exhibit "A" are hereby incorporated herewith and made a part hereof, with the same force and effect as if fully set forth herein.

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.

END OF DOCUMENT

EXHIBIT A
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 4

2(E). Side Yards: The side yard setback lines shall not be less than an aggregate of sixteen (16) feet. Provided however, no side yard shall be less than seven (7) feet from the side lines of the lot.

4. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,600 square feet in the case of a one story structure, nor less than 850 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 2,000 square feet of finished and livable floor area.

EXHIBIT B
to
AMENDED AND RESTATED
PLAT RESTRICTIONS AND COVENANTS
FOR OAKLAND HILLS AT GEIST

Section 4 Legal Description

Commencing at the Southwest corner of the Northeast Quarter of said Section 33; thence along the South line thereof, North 89 degrees 57 minutes 10 seconds East (assumed bearing) 664.39 feet to the Point of Beginning; thence North 25 degrees 29 minutes 02 seconds East 133.58 feet; thence North 33 degrees 25 minutes 50 seconds East 121.97 feet, thence North 48 degrees 57 minutes 42 seconds East 206.48 feet; thence North 35 degrees 36 minutes 35 seconds East 100.66 feet; thence North 00 degrees 53 minutes 17 seconds East 212.31 feet; thence North 89 degrees 57 minutes 10 seconds East 190.03 feet; thence South 00 degrees 53 minutes 17 seconds West 70.78 feet; thence South 89 degrees 06 minutes 43 seconds East 151.49 feet to a point on the East line of line West Half of the Northeast Quarter of said Section 33; thence along said East line, South 00 degrees 53 minutes 17 seconds West 409.23 feet to the Northeast corner of a tract of land as described in Instrument 89-18418 as recorded in the Office of the Recorder of Marion County, Indiana (the next two courses are along the Northerly and Westerly line of said Instrument 89-18418); (1) thence South 89 degrees 33 minutes 25 seconds West 176.35 feet; (2) thence South 00 degrees 45 minutes 43 seconds East 168.15 feet to a point on the North line of the Southeast Quarter of said Section 33; thence along said North line, South 89 degrees 57 minutes 10 seconds West 187.22 feet; thence parallel with the East line of the West Half of the Southeast Quarter Section, South 00 degrees 54 minutes 08 seconds West 498.61 feet to the North line of the real estate as described in a Quitclaim Deed recorded as Instrument 68-58545 in said Recorder's Office (the next two courses are along said Instrument 68-58545); (1) thence South 80 degrees 56 minutes 26 seconds West 16.06 feet; (2) thence South 00 degrees 54 minutes 08 seconds West 165.24 feet to a point on the center line of East 63rd Street (formerly Sunnyside Road) (the next three courses are along said center line); (1) thence South 80 degree 56 minutes 26 seconds West 119.75 feet; (2) thence South 82 degrees 35 minutes 31 seconds West 75.00 feet; (3) thence South 83 degrees 12 minutes 23 seconds West 109.24 feet to the Southeast corner of a tract of land as described in Instrument 72-38334 as recorded in said Recorder's Office; thence along the East line of said Instrument 72-37334 and its extension thereof, North 01 degree 17 minutes 02 seconds East 424.57 feet; thence North 00 degrees 55 minutes 38 seconds West 50.03 feet; thence North 00 degrees 54 minutes 08 seconds East 233.04 feet to the Point of Beginning, containing 10.965 acres, more or less.

This subdivision consists of 34 lots, numbered 130 through 163 inclusive. The sizes of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.