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TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

AMENDED AND RESTATED

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

THE WOODS AT GEIST OVERLOOK

CROSS REFERENCE: 20020090137

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Cross Reference: 20020090137

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE WOODS AT GEIST OVERLOOK

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Woods at Geist Overlook was executed as of the date set forth hereafter.

WITNESS THAT the following facts are true:

The Woods at Geist Overlook subdivision located in Hamilton County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on November 22, 2002, as **Instrument No. 200200090137** in the Office of the Recorder of Hamilton County, Indiana, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Declaration"; and

Plats filed with the Office of the Recorder of Hamilton County, Indiana established a total of ninety (90) residential Lots, and Common Area, comprising The Woods at Geist Overlook subdivision in accordance with the Original Declaration; and

Article 16 of the Original Declaration states that its covenants, conditions and restrictions may be amended after January 1, 2020, which such time has expired; and in accordance with the Indiana Code 32-25.5-3-9 consent of the Owners of at least a majority of the Lots; and

The Owners of sixty-five (65) Lots indicated their consent to approve the change to the second paragraph of Paragraph 3(A) regarding invisible fences in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of fifty-seven (57) Lots indicated their consent to approve the changes to Paragraph 3(B) regarding street trees in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of fifty-seven (57) Lots indicated their consent to approve the changes to Paragraph 3(F) regarding the Association's right to perform maintenance and recover cost for such maintenance and enforcement in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of fifty-three (53) Lots indicated their consent to approve the changes to Paragraph 7(D) regarding parking in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of forty-seven (47) Lots indicated their consent to approve the changes to Paragraph 12(C) regarding recovery of attorney fees and costs of enforcement in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of sixty-five (65) Lots indicated their consent to approve the changes to Paragraph 13(B) regarding leasing restrictions in this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of fifty-three (53) Lots indicated their consent to approve the remaining overall changes to this Amended and Restated Declaration pursuant to the terms below, copies of which will be kept with the records of the Association; and

The Owners of said Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants, Conditions and Restrictions in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following.

The Original Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the Original Declaration that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety, and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of more than a majority of the total number of Lots in The Woods at Geist Overlook hereby amend and restate the Original Declaration such that all of the platted dwellings, Lots and lands located within The Woods at Geist Overlook as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said dwellings, Lots and lands in The Woods at Geist Overlook. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said dwellings and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within The Woods at Geist Overlook is hereby amended and restated as follows:

1. **DEFINITIONS.**

The following are definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean The Woods at Geist Overlook Architectural Review Committee composed of three members appointed by the Board of Directors who shall be subject to removal by a majority vote of the Board of Directors at any time with or without cause. Committee members shall serve a term of one (1) year. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors.

B. "Association" shall mean The Woods at Geist Overlook Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

F. "Declarant" shall mean CTMB Associates, LLC.

G. "The HOA Act" shall mean and refer to Indiana Code 32-25.5, *et. seq.* as enacted or thereafter amended.

2. **CHARACTER OF THE DEVELOPMENT.**

A. In General. Every lot in the Development, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots in The Woods at Geist Overlook.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed or re-constructed on any of the residential lots shall be occupied

or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed is subject to the rules, regulations, and ordinances of the Town of Fishers and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

E. Corner Lots. Corner lots are considered unique in that they have double road frontage and thus effectively have two (2) front yards. Concerning this Declaration, the side yard common to the adjacent street right-of-way will be considered a front yard on corner lots.

F. Indiana Gun Club. Residents should be aware of the existence of the Indiana Gun Club currently located East of the Development.

3. GENERAL RESTRICTIONS

A. Fences. The Committee, prior to any installation, must approve any fencing, walls, mounds, and landscape screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic, undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Committee when reviewing fences for approval. An Owner must submit an Architectural Review application for consideration and approval prior to the start of any project as further set forth in Article 8.

No front yard fencing is permitted. All fences must be professionally installed. The Owner shall keep all fences in good repair. No fences shall be located any closer to the front lot line than a point ten (10) feet back from the front corners of the residence. Notwithstanding any other provision of this Declaration to the contrary, invisible electronic fences designed to restrict the movement of animals are expressly permitted without prior approval of the Committee; provided such invisible fence installed by an owner in the front yard must be set back at least ten (10) feet from the sidewalk on the side closest to the home to prevent pedestrians from being approached by an animal in the yard. Notwithstanding any other provision of this Declaration to the contrary, on a corner lot, no fences will be allowed between the side-building line and the adjacent street right-of-way. No fences are allowed in easements and, if erected, are erected at the Owner's risk as such fences may be partially or completely torn down by others if said fences interfere with the installation, operation, and/or maintenance of the facilities for which the

easement has been reserved. Any fence located along a common area or a perimeter boundary of the Development shall be of uniform size, materials, height, and design to be determined by "Committee".

(i) Height Restrictions: The Committee shall determine the height of fences and walls; provided, however, that the following maximum heights of walls and fences shall not exceed the following:

- a. Black wrought iron fencing shall not exceed six (6) feet in height;
- b. Wood or vinyl/PVC fencing shall not exceed six (6) feet in height;
- c. Any fencing and walls (as described in 3(A)(ii) below) shall not exceed six (6) feet above grade;
- d. Patio screens/privacy fences adjoining the rear of the Dwelling Unit shall not exceed six (6) feet in height; and
- e. No fence located on a Lot abutting a Pond shall exceed forty-two (42) inches in height beyond a point sixteen (16) feet from the rear line of the Dwelling Unit. However, this restriction may be waived by the Committee to enclose an in-ground pool.

(ii) Material and Finish. Black wrought iron fencing is preferred. However, the committee may allow wood fencing. Also, vinyl or PVC "picket" fencing may be allowed. If a wood picket fence is to be painted, then it should be maintained, at all times, in a "like new" condition. Chain link fencing is prohibited. The Committee must approve all fencing materials, design, and location. Walls above grade must be constructed of natural stone, masonry, black wrought iron or shadow box fencing. The Committee will approve landscape screening material, design, and location on an individual basis.

(iii) Approval. The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been issued by the Committee in writing within thirty (30) days after submission, then said request shall be considered DENIED (See Paragraph 8.)

B. Trees. Every lot must have at least one tree of a species acceptable to the Committee and to the City of Fishers in the front yard. Additionally, street trees may be installed in The Woods at Geist Overlook with a typical spacing of one (1) tree per every forty (40) lineal feet at the discretion of the Owner. Street trees are not required; however, an Owner may choose to maintain and/or replace street trees abutting their own Lot. Street Trees that are removed are

not required to be replaced. The exact number of street trees located on each lot will vary depending on the lot location and configuration.

C. Driveway. All driveways must be paved with concrete from their point of connection with the abutting street or road. Any alterations, replacements or modifications to the driveway must be submitted to the Committee for prior approval. Any alterations, replacements or modifications to the walkways or sidewalks must be submitted to the Committee for prior approval. Changes or modifications to the apron of the driveway and/or curb must be submitted to the Committee for prior approval and the Owner is responsible to ensure that any such change or modification meets any requirements of the City of Fishers.

D. Diligence in Construction. Every building, structure or improvement whose construction or placement on any residential lot in the Development is begun shall be completed within (9) months after the beginning of such construction or placement, unless a shorter time period is provided to the Owner by the Committee. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

E. Maintenance of Lots and Improvements. 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) Mow the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds, including, but not limited to any grass and/or weeds along the curb.

(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 Development.

(iv) Cut down and remove dead trees; as well as trim existing trees on the Lot. Street trees must be trimmed so that the branches do not impede vehicular traffic or street signs, and must be trimmed to allow for pedestrian traffic along sidewalks.

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

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

F. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain their lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or 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. The cost therefor to the Association shall be added to the Owners account and become due upon notification of the costs to the Owner and may be collected in the same manner as annual charges. 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. The Association shall be permitted to recover any legal fees incurred for the implementation of this provision or for enforcing the covenants. Such costs and fees shall be added to the Owners account and collected in the same manner as regular annual charges.

G. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners shall be responsible to maintain the grading of their respective lots as defined by The Woods at Geist Overlook construction plans as prepared by Schneider Engineering and approved by the Town of Fishers. Any accumulation of silt or change in grading caused by sump-pump discharge, downspout runoff, general drainage or the dispersal of excavation spoilage, which creates standing water; or an improper drainage condition shall be the responsibility of the property owner to remove and correct.

H. Sump-Pumps and Gutter Run-Off. Drainage swales are designed to channel storm water runoff to a collection basin. Drainage swales are not designed for sump-pump discharge or for extensions of gutter downspouts and will not function in this capacity. When a sump-pump or gutter run-off through a downspout extension is outlet directly into a drainage ditch or swale, vegetation will die, soil will erode, and the ditch or swale will be continuously wet and soggy. Therefore, all sump-pumps must be connected to a perforated drainage tile that has been trenched beneath the ground surface and outlet directly into a storm sewer structure. This is the responsibility of the homeowner, not the Association. The exact location of a storm sewer structure and the length of perforated drainage tile necessary to properly outlet a sump-pump will vary per lot. Damage caused by sump-pump discharge or gutter run-off into an open ditch or swale will be the direct responsibility of the homeowner and any cost or expense to repair the

damage shall be added to the Owners account and collected in the same manner as regular assessments.

4. **PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.**

A. **Nuisance.** No outside toilets shall be permitted on any lot in the Development (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 enter any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided by law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. **Construction of Sewage Lines.** All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health and Fishers Utilities, Inc. ("FUI"). No storm water (subsurface or surface) shall be discharged into sanitary sewers.

C. Sanitary sewer and utility easement allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and gives FUI the right of ingress/egress.

D. Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer manhole or clean-out casting.

E. The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or rights-of-way is at the risk of being removed by utilities without the obligation of replacement.

F. No mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or rights-of-way is at the risk of being removed by utilities without obligation of replacement.

G. All homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

H. Any discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewer system is strictly prohibited.

I. Grade changes across sanitary sewer facilities must be approved in writing by Fishers Utilities, Inc.

5. INDIVIDUAL LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT.

All Owners shall properly install and maintain in proper working order a dusk to dawn yard light in the front yard of their lot or dusk to dawn coach lights mounted on the garage if permitted. The design, type and location of the lights shall be subject to the approval of the Committee. These yard or coach lights must be operational and must be lit daily between dusk and dawn.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox, which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Association's preferred vendor.

7. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development. The plain and ordinary meaning of "annoyance" is "the act of annoying someone or of being annoyed". The plain and ordinary meaning of "annoying" is "causing vexation or irritation". The plain and ordinary meaning of "nuisance" is "harm, injury; one that is annoying, unpleasant, or obnoxious". Additionally, violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner and the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner or the Association of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs and school spirit signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. No waterfowl, chickens or other poultry or livestock shall be permitted in the Development. Pets shall not be permitted to run loose in the community and all pets must be properly restrained at all times within a fenced in yard or on a leash while attended by its owner. Any pet that is not properly restrained may be reported to the Hamilton County Animal Control.

D. Vehicle Parking. No campers, motor homes, semi-trucks, trailers, boats, other watercraft or disabled or unlicensed vehicles shall be parked on any street or lot in the Development. A camper or RV may be parked in an Owners driveway for no longer than 48 hours prior to and 48 hours after a planned trip for cleaning and loading/unloading, provided the Owner notify the Board in advance. No boat or truck (larger than a one (1) ton truck), shall be parked for overnight or longer storage on any lot or street in the Development, nor shall any such vehicle described in this paragraph be parked on any street within the Development.

Owners and occupants must park in their private driveways and garages. At no time may any vehicle be parked in a manner that would block entrance to a lot or in front of a garage or walkway or at any other location within the Development which would impair vehicular or pedestrian access. Guests of an owner or resident may temporarily park in the street adjacent to the owner's/resident's home for social gatherings; provided, however, that such temporary parking by all guests is limited to one (and the same) side of the street. The provision to allow for temporary parking by guests applies only to ordinary passenger automobiles and not to any other type of vehicle. Notwithstanding the foregoing, overnight parking in streets within the Subdivision is not permitted. For the purposes of this restriction, "overnight parking" is defined as any parking between 12 a.m. and 6 a.m.

Stored vehicles, junk/derelict vehicles, and vehicles which are either obviously inoperable or do not have current license plates shall not be permitted except within enclosed garages. For purposes of this Section, a vehicle shall be conclusively deemed "stored" if it is covered with a tarpaulin and remains so covered for more than ten (10) consecutive days without the prior approval of the Board of Directors.

Any vehicle of any nature whatsoever parked in violation of these provisions may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on

the vehicle. Furthermore, if the same vehicle returns after being tagged twice and is found to be in violation a third time, it shall be towed without further notice. The Association shall not be liable for trespass, any damage, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner of the vehicle to receive it for any reason, shall be grounds for relief of any kind. The cost of towing shall be the obligation of the owner of the vehicle. Owners are responsible for ensuring their tenants and guests are aware of and comply with these restrictions, including the right of the Association to tow vehicles which are in violation.

E. Garbage and Other Refuse. No owner of a lot in the Development 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 their lot except as may be permitted in Subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Trash Receptacles. Any receptacle for ashes, trash, recycling, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made. Trash enclosures are permitted to be constructed on the Lot to house or hide the trash cans; provided the Owner submits an application to the Committee for prior approval. No plastic trash enclosures shall be permitted on any lot.

G. Solar Energy Systems. Solar energy systems are permitted on any Lot; provided the Owner submits an application to the Committee for approval prior to installation. The preferred location for solar panel systems is on the rear elevation of the roof. However, if the system cannot receive optimum performance with rear elevation placement, the Owner must submit documentation from the vendor stating such with their application to the Committee .

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot without permission to do so from the Association.

I. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

J. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes installed on the front of the home shall be permitted within the Development without the approval of the Committee. Satellite dishes installed in the rear of the home or otherwise not

installed within fifteen (15) feet of the front of the house shall not require prior approval of the Committee. Any inactive satellite dishes must be removed promptly.

K. Swimming Pools. In ground swimming pools may be permitted but must be approved by the Committee. Above-ground swimming pools will not be permitted in The Woods at Geist Overlook.

L. Basketball Goals and other Sports Equipment. Portable basketball goals shall not be placed within the street right-of-way, including any public walk, and shall not be left outdoors overnight. Permanent basketball goals, if permitted, will not be allowed within the street right-of-way and must be approved by the Committee. Other sports equipment, including, but not limited to soccer goals, lacrosse goals, bounce-backs, volleyball style nets, or other similar sports equipment must be properly stored when not in active use and must be stored out of sight overnight or kept in the back yard of the Lot.

M. Mini-Barns. There will be no mini-barns or outbuildings of any kind on any lot located in The Woods at Geist Overlook. The sole exception shall be for any lot with an inground pool may apply to the Committee for a pool house structure for the storage of pool equipment. Any such structure shall require prior approval of the Committee.

N. Trampolines. Trampolines may be allowed on a daily basis in The Woods at Geist Overlook with the approval of the committee. When allowed, trampolines may not be left outdoors overnight. They must be stored inside the house, garage, or stored offsite of the development.

O. Swing-sets and Play Structures. Swing-sets and other play structures may be permitted but must be approved by the Committee prior to installation. Only wood, professionally constructed play structures will be allowed in The Woods at Geist Overlook.

8. ARCHITECTURAL REVIEW COMMITTEE

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development 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 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 materials proposed to be used and any proposed landscaping, together with any other materials 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 $\frac{1}{4}'' = 1'$ and all plot plans shall be drawn to scale of $1'' = 30'$, or to such other scale as the Committee shall require.

(ii) **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;

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

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

(iii) **Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. No variance granted creates an allowance for said variance on other lots within the development but provides for that variance to be permitted solely as it applies to the designated lot.

B. **Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notification to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. **Liability of Committee.** Neither the Committee, any agent of the Committee or the Association 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 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. Further, an approval by the Committee does not represent an improvement location permit or a building permit issued by an appropriate regulatory agency. It is the obligation of an Owner to research and obtain the proper regulatory approval from the City of Fishers and any affected utility companies that may have easement rights upon a Lot.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions, approvals provided and applicable regulations.

9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS.

"Commons" and "Commons Area" shall mean those areas set aside as "Blocks" owned by the Association, as shown on the plats. Any Commons depicted on the recorded plats of the Development shall remain private. However, the Association does reserve the right to dedicate particular "Blocks" to the public via a recognized public authority such as a Town, City or County or their respective park boards.

A license upon such terms and conditions as the Association shall from time-to-time grant, for the use and enjoyment of the commons, is granted to the persons who are from time-to-time members of the Association. Ownership of any commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

10. THE WOODS AT GEIST OVERLOOK PROPERTY OWNERS ASSOCIATION, INC.

A. In General. The Declarant created, under the laws of the State of Indiana, a not-for-profit corporation to be known as The Woods at Geist Overlook Property Owners Association, Inc., referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Membership. The Corporation shall have one (1) class of voting membership. Members shall be all Owners of Lots, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the Members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Corporation the name of the voting co-Owner or other person entitled to vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

C. Board of Directors. The Board of Directors of the Association shall be elected or appointed. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the landscaping and any improvements that may be constructed or installed in any common areas and landscape easements. These areas shall be kept in neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the entryway monuments, lighting and irrigation systems at the entry to The Woods at Geist Overlook on 113th Street.

(iii) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including director's and officer's insurance) and such other insurance as it deems necessary or advisable.

(iv) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(v) The Association shall maintain any retention ponds that are constructed as a result of the development. Also, refer to Paragraph 3 .E. (vii)

(vi) The Association shall maintain all "non-DOT" approved street name signs, regulatory signs, guide signs and warning sign in The Woods at Geist Overlook.

11. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, late fees, collection costs, court costs and attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, collection costs, court costs and attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Areas and improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Maximum Annual General Assessments. The Maximum annual general assessment for the Association shall be Four Hundred and Twenty Dollars (\$420.00) per lot.

(i) The maximum annual general assessment may be increased by the Board each year not more than 10% above the maximum annual general assessments permitted for the previous year without a vote of the membership of the Association.

(ii) The maximum annual general assessments may be increased more than 10% over the maximum annual general assessments permitted for the previous year upon an approving vote of two-thirds (2/3rds) of the members casting a ballot, in person or by proxy, at a meeting called for such purpose.

D. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur,

provided that any such assessment shall have the assent of a majority of the votes of the members casting ballots, in person or by proxy, at a meeting duly called for this purpose.

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

F. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. Assessments shall be pro-rated for any partial year. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The Association shall not be obligated to mail such notices if the owner has opted in to electronic communication with the Association. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

G. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or assessed against any lot, together with interest, late fees, and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. The Association shall be permitted to charge a reasonable late fee of up to \$25 per month for each month the owners account remains with a balance due. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal collection is instituted, be obliged to pay any expense or

costs, including attorneys' fees, collection costs and court costs, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge, in an amount to be determined by the Board of Directors, may be imposed for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

H. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

I. Suspension of Privileges of Membership. Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights if any, access to common areas, and the services to be provided by the Association, of any member or associate member (i) for any period during which the Association charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association: and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

12. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, may proceed at law or in equity to prevent the occurrence or continuation of any violation

of these Restrictions, but the Association shall not be liable for damages of any kind to any person for failing wither to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall beheld to be a waiver by that party (or an estoppel of that party to assert) any right available to them upon the occurrence, reoccurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement in General; Costs and Attorneys' Fees; Indemnification. Subject to the requirements and provisions of the By-Laws concerning "Litigation and Enforcement", the Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Plats, and any rules and regulations adopted by the Board of Directors of the Association.

If the Association brings a proceeding, whether at law or in equity, to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of this Declaration, the rules and regulations, the limitations, easements and approvals appended to and made a part of the plats of the Development, it shall be entitled to recover from the party against whom the proceeding was brought all of the reasonable attorneys' fees and related costs and expenses it incurred in such proceeding.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, any structure or part thereof erected without proper approval or maintained in violation hereof, is hereby reserved to the Association and to the Owners of the Lots in this Development and to their heirs, successors, and assigns.

Notwithstanding the above, no Owner may claim, collect, or recover attorney fees against the Association, the Committee, or from any officer, director, employee, agent, or other authorized agent of the Association, arising from any failure or alleged failure to comply with any provision of this Declaration, or of the By-Laws, or of any action taken or omission of any alleged duty or responsibility of any of the above with regard to the operation of The Woods at Geist Overlook.

Further, in the event that an action or omission of any Owner, builder, or other contractor or agent, or any other person coming onto The Woods at Geist (referred to herein as an "Indemnifying Party"), results in a claim against the Association, the Committee, or from any officer, director, employee, agent, or other authorized agent of any of the above (collectively referred to herein as the "Indemnified Parties") entities results in any suit or claim against any of the Indemnified Parties, the Indemnifying Party shall indemnify and hold the Indemnified Parties harmless from any action or omission, whether based on contract, tort, or any other claim, theory or basis of recovery, including attorney fees, costs for expert witnesses and consultants, and other costs of litigation; and whether such Indemnifying Party is wholly or partially at fault.

13. EFFECT OF BECOMING AN OWNER.

A. The owners of any lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By accepting of such deed or execution of such contract, the owner acknowledges the rights and powers of the Committee and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with the Committee and the Association and to and with the owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Leasing Restrictions. The Association's members wish to ensure that the residents within The Woods at Geist Overlook share the same proprietary interest in and respect of the homes, the Lots, the Common Areas, and other portions of the community that the Association maintains. They also want to encourage residents to not only maintain property values, but also to improve them. Thus, the provisions of this Section 13(B) shall be applicable.

(i) For the purposes of this Section 13(B), "**rented**" or "**leased**" (or any variation thereof, singular or plural), as used interchangeably herein, shall mean leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of their household or temporary guest. However, the "**Waiting Period**" set forth herein will not apply to any situation where members of the Owner's family occupy a home (persons related by blood, marriage, adoption, foster care, or guardianship).

(ii) Estate Planning, and Business Entity Ownership. Any home owned by a Trustee or by a Fiduciary shall not be deemed to be a rental provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate. Any home owned by a business or corporate entity (including, but not limited to, a corporation, LLC, partnership, etc.) shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the business entity as well as who is authorized to reside in the home. The resident and the designated representative for voting purposes must be the same individual. If they are not the same, the home will be deemed a rental under the terms of this Section 14(B).

(iii) Three Year Waiting Period; Hardship Exceptions and Waiver. For a period of at least three (3) years after an Owner's acquisition of a Lot and home, said Owner cannot lease such home (the "**Waiting Period**"). After such time, said home will be eligible to be leased if all other conditions of this Section 13(B) are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. The Owner may request the Board of Directors to waive the Waiting Period and approve a proposed lease if the Owner establishes to the Board's

satisfaction that the Waiting Period will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's hardship request, the Board of Directors shall permit the Owner to rent or lease said home, subject to any further conditions or limitations imposed by the Board in the Board's discretion, so long as the Owner satisfies all other requirements of this Section 13(B). Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. An "**Undue Hardship**" is specifically defined as:

- a. temporary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of The Woods at Geist Overlook made necessary due to a change of employment of at least one (1) of such Owners, which must be documented by written confirmation from the Owner's employer;
- b. necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- c. death, dissolution or liquidation of an Owner;
- d. a call into active duty of a branch of the U.S. armed forces.

If an Owner desires to request an exception based upon hardship circumstances other than those specifically defined above, the Owner must submit a written request describing, with reasonable particularity, the nature of the alleged hardship and the alleged need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

(iv) General Lease Conditions.

- a. All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board of Directors.
- b. A copy of each executed lease by an Owner which identifies the tenant shall be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution. However, the rental amount may be deleted as well as any personal identifying information such as social security numbers.
- c. No portion of any home other than the entire home shall be leased for any period. No subleasing shall be permitted.

- d. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors (collectively referred to as the “**Governing Documents**”), all as the same may be amended, to the same extent as if the tenant were an Owner and a member of the Association;
 - e. The Owner shall supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
 - f. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such home. If such provision is not in the lease, it will be deemed to be in such lease.
 - g. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner’s right to lease the Owner’s home, even if during the term of a lease.
 - h. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home together with contact information including telephone numbers and email addresses.
 - i. All occupancy must comply with local ordinances as amended from time to time.
 - j. In no event shall an Owner be permitted to lease, rent, or otherwise operate their home or Lot or a portion thereof on a short-term rental basis for 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 short-term rental to an occupant and collects consideration for the rental from the occupant such as Airbnb or VRBO and shall also include listing the property for such type of rental or lease.
- (v) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from their responsibility to the Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner’s liability to the Association for payments of assessments or any other charges.
- (vi) Violations. Any lease or attempted lease of a home or Lot in violation of the provisions of this Section 13(B) 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 Section 13(B) 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.

(vii) **Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a home is not occupied by one of the Owners thereof, there shall be a presumption that the home is being leased and subject to the provisions of this Section 13(B) and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Section 13(B), including but not limited to the delivery to the Board of directors 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. For purposes of this Section 13(B) and this Subsection (vii), any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, installment land sale contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the home and Lot. If the Owner is selling his or her Lot via land contract, contract for deed, or similar agreement, the contract must be recorded with the County Recorder to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of this Section 13(B).

(viii) **Effective Date of Waiting Period.** Within thirty (30) days after the date on which this Section 13(B) is filed with the County Recorder (the "Recording Date"), the Board of Directors or Managing Agent shall provide written notice to all Owners setting forth the Recording Date. The three-year waiting period shall not apply to the Owner of any Lot in The Woods at Geist Overlook which, as of the Recording Date, is rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Association (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 Owner-landlord's Lot (or Lots) which is in effect as of the Recording Date. Those Owners will be referred to as "**Grandfathered Landlords**". Such lease copies may have the rental amount deleted and any personal identifying information such as social security numbers. The Grandfathered Landlords shall not be subject to the Waiting Period but shall be subject to the remaining provisions of this Section 13(B). However, when a Grandfathered Landlord sells, transfers or conveys such Lot(s) to another Owner after the Recording Date, such Lot(s) shall immediately become subject to the Waiting Period. The failure of any Grandfathered Landlord to deliver a copy of such pre-Recording Date lease within said sixty (60) day period shall result in the Grandfathered Landlord's Lot being subject to the Waiting Period (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Waiting Period apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such

leases, so long as the Lot continues to be occupied by one or more of the non-Owner occupants in possession of the Lot as of the Recording Date.

(ix) Institutional Mortgagees. The provisions set forth in this Section 13(B) shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot. 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 Section 13(B).

(x) Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot or home in The Woods at Geist Overlook shall constitute a ratification of this Section 13(B) together with all other provisions of the Governing Documents, all as the same may be amended, 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 a home within The Woods at Geist Overlook as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease.

14. TITLES.

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

15. DURATION.

The foregoing Covenants and Restrictions 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 and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

16. SEVERABILITY.

Every one of the Restrictions is hereby declared independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

17. **AMENDMENT.**

This Declaration may be amended or changed, in whole or in part, at any time upon approval by the Owners of a majority of the Lots. Since there are ninety (90) Lots in The Woods at Geist Overlook, that means that the Owners of at least forty-six (46) Lots must give their approval. All Owners must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to this Declaration may be obtained:

- (a) at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or
- (b) by written consents or approvals received from the Owners either by U.S. Mail, express delivery, hand delivery, email, or through an online voting platform; or
- (c) pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act found at Indiana Code 23-17-1-1, *et seq.*, as amended, including, but not limited to, written mail-in ballots; or
- (d) any combination of the above.

The President and Secretary of the Association shall execute the amendment, certifying that the Owners of a majority of the Lots approved such amendment(s). Thereafter, the amendment(s) must be filed with the County Recorder to be effective.

The undersigned officers hereby represent and certify that all requirements for and conditions precedent for the effectiveness of this Amended and Restated Declaration of Covenants and Restrictions have been fulfilled and satisfied.

Executed this 24 day of August, 2025.

The Woods at Geist Overlook Property Owners Association, Inc., by:

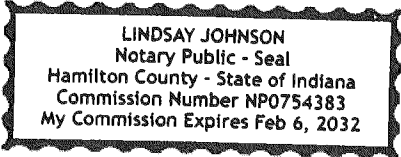
James D. Kappel
James D. Kappel, President

Attest:

Janet M. Kappel
Janet M. Kappel, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a notary public, in and for said County and State, personally appeared James D. Kappel and Janet M. Kappel, the President and Secretary, respectively, of The Woods at Geist Overlook Property Owners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 24th day of August, 2025.



Lindsay Johnson
Notary Public - Signature
Printed

My Commission Expires: February 6, 2032
Residence County: Hamilton

"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/ Kimberly M. Sutter, Esq.

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