

Cross Reference:

Instrument No. 850054408 recorded on July 2, 1985 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section I

Instrument No. 860027360 recorded on April 3, 1986 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section II

Instrument No. 860085453 recorded on September 4, 1986 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section III

Instrument No. 860031342 recorded on April 17, 1986 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section IV

Instrument No. 860117932 recorded on November 14, 1986 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section V

Instrument No. 870004231 recorded on January 13, 1987 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section VI

Instrument No. 870115746 recorded on October 6, 1987 in the office of Recorder of Marion County, Indiana re: Brunson Acres Section VII

PROPOSED

SECOND AMENDED AND RESTATED PLAT COVENANTS AND RESTRICTIONS OF

BRUNSON ACRES, SECTIONS I-VII

(GEIST LANDING SUBDIVISION)

**SECOND AMENDED AND RESTATED PLAT COVENANTS AND RESTRICTIONS OF
BRUNSON ACRES, SECTIONS I-VII
(GEIST LANDING SUBDIVISION)**

This Second Amended and Restated Plat Covenants and Restrictions of Brunson Acres, Sections I-VII (also known as “Geist Landing Subdivision”), was made as of the date set forth below.

WITNESSETH:

The Plat Covenants and Restrictions of BRUNSON ACRES SECTIONS I, II, III, IV, V, VI, AND VII, located in Lawrence Township, Marion County, Indiana, were imposed upon the land contained in the respective plats of such real estate and originally recorded with such respective plats, in multiple sections, named Brunson Acres, and more particularly described in respective sections as cross-referenced above (the “Original Covenants”). The lots in Brunson Acres Sections I, II, III, IV, V, VI, AND VII comprise a portion of the subdivision known as Brunson Acres. For purposes of these Covenants and Restrictions, Brunson Acres, Sections I-VII, will be referred to as “Geist Landing Subdivision.”

Geist Landing Neighborhood Association, Inc. (the “Association”), an Indiana nonprofit corporation created by owners of lots in Geist Landing Subdivision, was formed to address neighborhood needs and concerns and to preserve and improve the health, safety, welfare and desirability of the neighborhood, among other purposes. The Board of Directors of the Association has considered the need for certain amendments to the Plat Covenants and Restrictions of Geist Landing Subdivision and for the Plat Covenants and Restrictions to be amended and restated as a single document.

The Association collected the Vote and Written Consent, in favor of this Second Amended and Restated Plat Covenants and Restrictions, of a majority of the Owners of Brunson Acres Sections II, III, AND VII, respectively and by a majority in each individual Section, consistent with the requirements of Paragraph 18 of the Amendment to Plat Covenants and Restrictions of Brunson Acres Section II, III, and VII, per Instrument No. A201900131676.

The Association collected the Vote and Written Consent, in favor of this Second Amended and Restated Plat Covenants and Restrictions, of a majority of the Owners of Brunson Acres Sections I, IV, V, AND VI, respectively and by a majority in each individual Section, consistent with the requirements of Paragraph 17 of the Amendment to Plat Covenants and Restrictions of Brunson Acres Section I, IV, V, and VI, per Instrument No. A201900131675.

The Vote/Written Consents are a part of the records of the Association and also attached as an Exhibit hereto.

NOW, THEREFORE, the Plat Covenants and Restrictions for Brunson Acres Sections I, II, III, IV, V, VI, AND VII (Geist Landing Subdivision), are amended and restated as follows:

ARTICLE I

PLAT DESIGNATIONS

Section 1.1. Designations.

- a) Brunson Acres, Section I, is represented in Plat Instrument No. 850054408.
- b) Brunson Acres, Section II, is represented in Plat Instrument No. 860027360.
- c) Brunson Acres, Section III, is represented in Plat Instrument No. 860085453.
- d) Brunson Acres, Section IV, is represented in Plat Instrument No. 860031342.
- e) Brunson Acres, Section V, is represented in Plat Instrument No. 860117932.
- f) Brunson Acres, Section VI, is represented in Plat Instrument No. 870004231.
- g) Brunson Acres, Section VII, is represented in Plat Instrument No. 870115746.

Section 1.2. Collective Name. Each Plat and Section, referenced above in Section 1.1, shall be known collectively as “Geist Landing Subdivision.”

ARTICLE II

RESIDENTIAL PURPOSES

All numbered lots in Geist Landing Subdivision are reserved for residential purposes only.

ARTICLE III

BUILDING AND PROPERTY LINES

Section 3.1. Brunson Acres, Sections I-III. The following language applies to Sections I-III of Brunson Acres:

There are front yard building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot. The minimum side yards of any lot would be an aggregate of seventeen (17) feet; provided, however, no side yard shall be less than seven (7) feet.

Section 3.2. Brunson Acres, Sections IV-VI. The following language applies to Sections IV-VI of Brunson Acres:

There are front and rear building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot. The minimum side yards of any lot would be an aggregate of seventeen (17) feet; provided, however, no side yard shall be less than seven (7) feet.

Section 3.3. Brunson Acres, Section VII. The following language applies to Section VII of Brunson Acres:

There are front and rear building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot. The minimum side yards of any lot would be an aggregate of seventeen (17) feet; provided, however, no side yard shall be less than seven (7) feet. The minimum width of lots at the setback line shall be seventy-five (75) feet.

ARTICLE IV

NO SUBDIVISION

No lot shall hereafter be subdivided into parcels for additional residential purposes.

ARTICLE V

PROHIBITIONS ON USE OF OUTBUILDINGS AS RESIDENCE

No trailer, tent, garage or other outbuilding erected in Geist Landing Subdivision shall be used as a residence, temporarily or permanently.

ARTICLE VI

NO NUISANCE

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VII

PROHIBITIONS ON USE OF TEMPORARY BUILDINGS AS RESIDENCE; STORAGE BUILDING DESIGN REQUIREMENTS

No trailer, shack, shed, tent or temporary building shall be used for a temporary or permanent residence on any lot in Geist Landing Subdivision, and any garage, tool shed or detached storage building erected or used accessory to a residence in Geist Landing Subdivision shall be of a permanent type construction and conform to the general architecture and appearance of such residence.

ARTICLE VIII

LIMITS ON NUMBER OF BUILDINGS

Not more than one (1) building shall be erected or used for residential purposes on any lot in Geist Landing Subdivision.

ARTICLE IX

SIGHT LINE LIMITATIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain 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. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

ARTICLE X

LIMITATIONS ON ANIMALS

No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE XI

NEW CONSTRUCTION MINIMUM BUILDING STANDARDS

Section 11.1. Minimum Square Footage. All residences constructed on the lots in Geist Landing Subdivision shall have an area of not less than one thousand and five hundred (1500) square feet exclusive of open porches, basements, and garages.

Section 11.2. No Retroactivity. The Amendment in this Article XI shall not apply to any home constructed prior to the Recording Date (as defined in Section 21.3(a) herein).

ARTICLE XII

DRIVEWAY STANDARDS

All driveways in the subdivision shall be paved with concrete.

ARTICLE XIII

UTILITY EASEMENTS

There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which Geist Landing Subdivision is located and public utility companies for the installation, maintenance, use, repair and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in Geist Landing Subdivision. No buildings or other structures except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in Geist Landing Subdivision shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

ARTICLE XIV

PUBLIC DEDICATION OF STREETS

Streets as designated on the plat if not heretofore dedicated are hereby dedicated to the public.

ARTICLE XV

MINIMUM LOT SIZE

No lot in Geist Landing Subdivision shall be less than eleven thousand, two hundred and fifty (11,250) square feet.

ARTICLE XVI

LAKE LOTS AND PERMITTED LAKE USAGE

Certain lots in Brunson Acres, Sections II, III, and VII, abut or are a part of bodies of water designated on the respective plats as drainage retention and utility easements (“Lake Lots”). Said bodies of water serve as retention ponds or drainage outlets (collectively, the “Lakes”) for Geist Landing Subdivision. The owners of the Lake Lots shall have the right to use the Lakes in the owners’ respective Sections for fishing, provided, however, no owner shall have a right to enter into the Lakes to fish or for any other purpose. Swimming in the Lakes is prohibited. Boating on the Lakes is prohibited. The owners of non-Lake Lots in Geist Landing Subdivision shall have no right to use the Lakes for any purpose. The owners of the Lake Lots shall be obligated to maintain the Lake in the owners’ respective Sections.

ARTICLE XVII

LIMITED AUTHORITY OF METROPOLITAN DEVELOPMENT COMMISSION

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this document other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, and any successor governing ordinances and amendments thereto.

ARTICLE XVIII

AUTOMATIC EXTENSIONS AND AMENDMENTS

Section 18.1. Automatic Extensions. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change the covenants in whole or in part pursuant to the procedure set forth in Section 18.2.

Section 18.2. Amendments and Voting Procedure for Amendments. These Covenants and Restrictions may be amended at any time upon the written consent of a majority of the then owners of the lots of all Sections of Geist Landing Subdivision, considered collectively. Each lot is entitled to one vote, and in no event shall more than one vote be cast with respect to any one lot.

ARTICLE XIX

FULL FORCE AND EFFECT

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

ARTICLE XX

LOT AND DWELLING MAINTENANCE

Each Owner shall keep his/her Lot(s) and the dwelling thereon in a good and well-maintained condition, free and clear of rubbish and trash, and in good repair. Lot Owners shall keep their Lots reasonably clear from unsightly weeds and growth at all times. Lawns shall be groomed, well maintained and regularly cut. Grass shall not be permitted to exceed six inches in height.

ARTICLE XXI

RENTAL RESTRICTIONS

Section 21.1. General Prohibition on Leased Lots (“Rental Restriction”). The owners of lots in Geist Landing Subdivision recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner-occupants have incentives to maintain their property better than renters generally. The owners of lots in Geist Landing Subdivision wish to ensure that the residents within Geist Landing Subdivision share the same proprietary interest in and respect of the Lots and the subdivision, and to encourage residents to not only maintain property values and aesthetics but also to improve them by recognizing that owner-occupants have more incentive to do so compared to non-owner occupants. Thus, there shall be no leasing or rental of any lot except as otherwise provided in this Article XXI. For purposes of this Article XXI, “rent” and “lease” are deemed to have the same meaning and are used interchangeably.

Section 21.2. Exception to General Prohibition: Three-Year Owner Occupancy Before Renting. The General Prohibition, set forth above in Section 21.1, shall not apply to an owner of a home in Geist Landing Subdivision so long as said owner has personally occupied the home for at least three (3) consecutive and continuous years (the “Occupancy Requirement”). Further, homes in Geist Landing Subdivision, whether rented or owner-occupied, may not be sold to a buyer who intends to rent the home and/or be a non-owner occupant, unless such buyer first complies with the Occupancy Requirement.

Section 21.3. Effective Date and Grandfathered Owners.

- a) **Effective Date.** The Effective Date of this Rental Restriction and Occupancy Requirement shall be the date on which this Second Amended and Restated Plat Covenants and Restrictions is filed with the Office of the Recorder of Marion County (the “Recording Date”).
- b) **Grandfathered Lots.** The Rental Restriction and Occupancy Requirement of Article XXI shall not apply to any owner who owns a lot in Geist Landing Subdivision as of the Effective Date as to each lot owned by said Owner as of the Effective Date (“Grandfathered Lot”). (If an owner who owns a lot in Geist Landing Subdivision prior to the Effective Date subsequently purchases a lot after the Effective Date, this Grandfather provision shall not apply to the subsequently purchased lot(s) and said lot(s) shall be subject to the Rental Restriction and Occupancy Requirement set forth in Section 21.1 and Section 21.2, respectively.)
- c) When the legal owner of record of any Grandfathered Lot sells, transfers or conveys such lot to another owner after the Effective Date, such lot shall immediately become subject to all provisions of this Article XXI.

Section 21.4. Family Occupancy. For purposes of this Article XXI, an occupancy of a lot by the immediate family member(s) of an owner (parents, children, spouse, or siblings) shall not be considered a lease or rental, even if the owner is not an occupant of the lot. However, when the occupancy by immediate family ceases, the owner and the lot shall be subject to all provisions of this Article XXI.

Signature page follows

IN WITNESS WHEREOF, Geist Landing Neighborhood Association, Inc., for and on behalf of, and pursuant to the vote of the current owners of the lots in Brunson Acres Sections I, II, III, IV, V, VI, AND VII, hereby confirms and attests that a majority vote or consent of the Owners of Lots of each respective Section of Brunson Acres/Geist Landing Subdivision noted herein was obtained amending the referenced Covenants and Restrictions and hereby executes the acknowledgement of the Second Amended and Restated Plat Covenants and Restrictions this _____ day of _____, 2021.

GEIST LANDING NEIGHBORHOOD
ASSOCIATION, INC., for and on behalf of
current owners of lots in Brunson Acres,
Sections I, II, III, IV, V, VI, and VII

By: _____
Linda D. Sillery, President

By: _____
Dianne R. Francis, Secretary

EXECUTED in my presence:

Witness

Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared **Linda D. Sillery and Dianne R. Francis**, President and Secretary, respectively, of Geist Landing Neighborhood Association, Inc., who acknowledged the execution of the foregoing Second Amended and Restated Plat Covenants and Restrictions on behalf of the current owners of lots in Brunson Acres, Sections I-VII/Geist Landing Subdivision.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Signature of Notary Public

(Printed Signature)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known to me to be the person whose name is subscribed as a **witness** to the foregoing instrument, and who, having been duly sworn, stated that the foregoing instrument was executed by **Linda D. Sillery and Dianne R. Francis**, President and Secretary, respectively, of Geist Landing Neighborhood Association, Inc., in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this ____ day of _____, 2021.

Signature of Notary Public

(Printed Signature)

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

Signature of Preparer
Prepared by: Carla V. Garino, #20895-49 / 115 N. Union St, Westfield, IN 46074 / 317-565-1818