201511504 AMNCOV \$16.00 11/17/2015 03:44:24PM 3 PGS Debra Carnes Hancock County Recorder IN Recorded as Presented

Cross Reference: Instrument Number 050016232

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY CREEK EAST

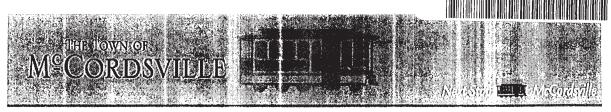
THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAY CREEK EAST (this "Amendment"), dated November 12, 2015, is made by CalAtlantic Homes of Indiana, Inc., a Delaware corporation, as successor by merger to RH of Indiana, L.P. ("CalAtlantic").

Recitals:

- A. WHEREAS, Davis Homes LLC ("Davis") executed the "Declaration of Covenants, Conditions and Restrictions of Bay Creek East" on November 16, 2005 and recorded it on November 18, 2005 as Instrument No. 050016232 in the Office of the Recorder of Hancock County, Indiana (hereinafter, the "Declaration").
- B. WHEREAS, Davis assigned its all of its rights, title and interests as "Developer" under the Declaration to GS Asset Management LLC ("GS") pursuant to that certain "Assignment of Developer's Rights Under Declaration of Covenants, Conditions and Restrictions of Bay Creek East" dated May 30, 2008 and recorded August 14, 2014 as Instrument No. 140007627 in the Office of the Recorder of Hancock County, Indiana; and
- C. WHEREAS, GS assigned all of its rights, title and interests as "Developer" under the Declaration to Westport Homes, Inc. ("Westport") pursuant to that certain "Assignment of Developer's Rights Under Declaration of Covenants, Conditions, and Restrictions of Bay Creek East" dated December 27, 2013 and recorded January 29, 2014 as Instrument No. 140000883 in the Office of the Recorder of Hancock County, Indiana; and

10 12 maps

140000534 EASE \$15.00 01/21/2014 09:27:18A 2 PGS Debra Carnes Hancock County Recorder IN Recorded as Presented



Acknowledgement of Easement

By signing your name, as property owner of the property located at <u>9428 N. Inlet br.</u>, McCordsville, IN 46055, you acknowledge that you have certain recorded easements on your property. You also acknowledge that you have submitted a fence permit to the Town of McCordsville, and such permit requests encroachment into an easement by a fence.

The McCordsville Zoning Ordinance, the Town does not permit fences within a utility or drainage easement except as stated in Section 6.09(D)(3) of said ordinance. Pursuant to Section 6.09(D)(3) any encroachment of a fence into a drainage or utility easement approved by the Public Works Commissioner must be accompanied by a document which outlines the rights and restrictions associated with easements on their property. This document shall serve that purpose.

Any fence permitted to encroach into a drainage or utility easement does not mean the Town or any other applicable entity has given up its rights or access to the easement. While staff will do its best to limit fence encroachments so that access for maintenance of infrastructure and other elements protected by the easement are minimized, any fence within an easement may be removed by the Town and/or any other entity with easement rights in the course of working, accessing, maintaining, or conducting an operation it has rights to pursuant to the easement. Following the completion of such work, it shall NOT be the responsibility of the Town or any easement holder to repair or replace any fence within an easement. Repairs or replacement of fences taken down or damaged in an easement is the responsibility of the property owner.

The property owner may not change the scope of purpose of the encroachment without the specific written consent of the Town, which consent may be withheld at the Town's sole and unlimited discretion.

Property	Owne	r Name: [2anielle	M.	Treft	-		
Property	Owne	r Signatur	e: Danie	lle	Mr.	Suft		
Date: 1						0		
-	7							

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.

County: Hancock State: Indiana

END OF DOCUMENT

Before me, the undersigned, a Notary Public in and for the said County and State, personally									
appeared the within named Danielle M. Treft who acknowledged									
the execution of the foregoing Waiver to be voluntary act and deed.									
WITNESS, my hand and Notarial Seal this 21 day of January 2014									
My Commission expires: 13-13-15 Prepared by: Ryan Crum, Town of McCords tilled Signed: Down Cords tilled									
Prepared by: Ryan Crum, Town of McCords ille									

Property description:

Lot numbered 19 in Bay Creek East, Section 1, an addition in Hancock County, Indiana, as per plat thereof recorded, as Instrument No. 05-16231 in the Office of the Recorder of Hancock County, Indiana.

140000007

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. Denielle M.Tr

33P

RDL Date 11/18/2005

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I 050016232

Page 1 of 33

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF Bay Creek East

THIS DECLARATION ("Declaration") is made this 16th day of November, 200, by Davis Homes LLC, an Indiana Limited Liability Company ("Developer").

Recitals

Plat Reference

050016231

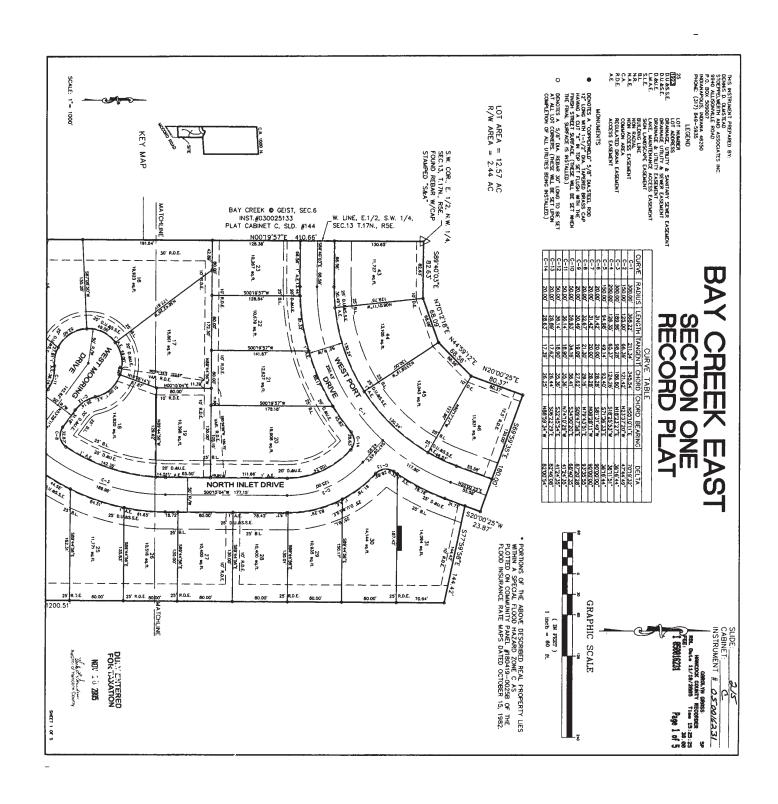
- 1. Developer is the owner of the real estate which is described in "Legal Description" attached hereto and made a part hereof (the "Initial Real Estate").
 - 2. Developer intends to subdivide the Initial Real Estate into residential Lots.
- 3. Before subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of any part thereof.
- 4. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plats of the Initial Real Estate as hereafter recorded in the Office of the Recorder of the County in which the Real Estate is located, and of collecting and disbursing assessments and charges as herein provided.
- 5. Developer may from time to time subject additional real estate located within the tracts adjacent to or in the immediate vicinity of the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate" or the "Subdivision").

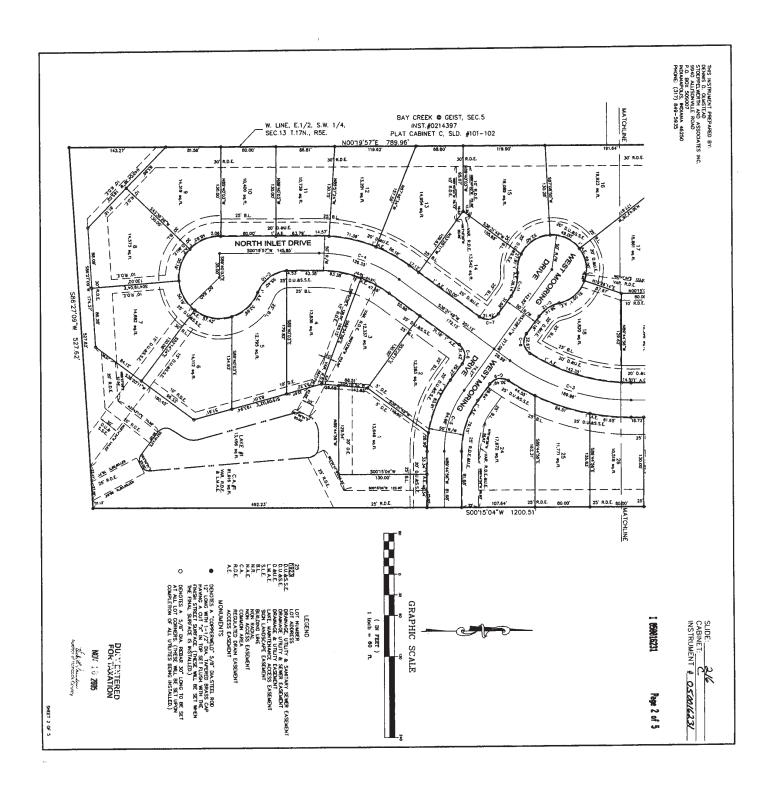
NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, conveyed, leased, rented, improved, used and occupied subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Real Estate and all of which shall run with the land and be binding upon, and inure to the benefit of, Developer, the Association (hereafter defined), and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- Section 1.1 "Act" means the Indiana Nonprofit Corporations Act of 1991, codified at Indiana Code Sec. 23-17-1-1, et seq., as amended from time to time.
- Section 1.2 "Association" means Bay Creek East Community Association, Inc. (or a substantially similar name), an Indiana nonprofit corporation, which Developer has caused or will hereafter cause to be incorporated, and its successors and assigns.
- Section 1.3 "Architectural Review Committee" means the architectural review committee established pursuant to Section 6.1 of this Declaration.
- Section 1.4 "Board of Directors" means the governing body of the Association appointed by the Developer or elected by the Association's members, as further described in the Association's By-Laws.
- Section 1.5 "Common Areas" means (i) all portions of the Real Estate shown on any Plat of a part of the Real Estate as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way. Common Areas are for the common use and enjoyment of the Owners. Common Areas are created as conservation easements and shall not be used for residential home construction.
- Section 1.6 "Common Expenses" means any and all expenses associated with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities, powers and duties of the Association as set forth in this Declaration, the Articles of Incorporation, By-Laws, the Plat(s), and rules and regulations, all as amended
- Section 1.7 "Developer" means Davis Homes, LLC, an Indiana limited liability company, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.
- Section 1.8 "Development Period" means the period of time commencing with the date of recording of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date ten (10) years after the date this Declaration is recorded.
- Section 1.9 "Landscape Easements" means those areas of ground (if any) so designated on a Plat of any part of the Real Estate. Such Landscape Easements, if any, are hereby created





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Stone of Light. Then shall be to extending being being or the Astronomy over the shall be the property of the Board by the Stone of the S

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Section 4.11 Storage Tools. Except the prospens tends associated with gas gellis, no gas, oil or other except tends that he installed on any Lot (except by buildess).

Section 4.12 "<u>Veint Stayly and Stringer Stayleys.</u> No private or nomi-private water supply or nowage disposal system any be because dyna any Lot. No appir hack, exception field or similar mades of nowage disposal shall be because or constructed on any Lot. All Lots uses to booked up to and normal dynamics and/or private and/or public salidon.

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Barage Dear Location/Orientation. The Overtry Ordinance's provisions regarding Garage Lecation/Orientation shall not apply. Makimum square feetage rethre to the equare feetage of the entire 2-stary home and not to the equare feetage of the first loar of the 2-stary home. faction 1.1. <u>Englis Restriction, Committee to Manifolis</u>. Per propose d'existe a di Ossas, de la sel litera serje to findre e diject to de missignamentement e manifolis de la compute descriptions de la compute d homes shall meet the Architectural Standords for Residential Districts Identified in Section 7.1–303(e) of the Overlay Ordinance, bject to the Identified modifications, which modifications replace the Identified paragraphs of the Overlay Ordinance: cept as modified by these development standards. Douis Hames shall comply in all respects with the Town of McCordsville erby Ordinance (the "Overby Ordinance") dated October 8, 2002. (b) At least CSE of the their licepte of all malestands belongs, established of whome decreases (higher box persons constituted to the constituted of the constituted of the constituted to the second control of the constituted to the constituted of the constitu Number of tota shall not exceed 214. 19 The althol of the largest square foologs roof must be 6/12 or greater. Front gobies shall be 8/12 or greater, provided that front gobies may be reduced to 7/12 if such reduction is necessary to accommodate operand agrees whether that or nequired by the building code. 18.A single elevation shall not be repeated across the street or next door. 1. All resistances and finances of missery may on the first foot of the state of each resistance (e.g., resisting) in measury on the resistance of the resistance, if an elementar bound on more built and a resistance bound on one of 200-171 on above on the statebask presistance bound on providing a first foot in the foot 200-171 on above on the prompting from and count interest satisfying the procedure of prompting (e.g.) on (f). All residences shall include 12" overhangs. all why delay mad measure of leaf (DAT) in tolerate and and is approved set extended an entity or exceeding. ASSE (DATS by the tay) Single feature for except, that if hay conflicted in Propens, if they allegate is set from CDAT's in Professe, then the built projection (i.e., the disease of the projection the well) and is not least if and be due from the conflicted of the projection of the conflicted bisostrate and disputes Annaton Layerd adding in use on of the time these Development Standards are objected. All exterior chimney chases shall be brick. Exposed metal chimney chases are prohibited. (A.) All homes shall include a minimum of on (i) tem-look or greate also hode on the form and new electricus;

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con the sent of the sent and the sent the se 10' 1800 2300 minimum for all with oil least 60% above 2500 Mahmum Minimum Minimum Side Yard Sq. Footoge Selback 1-story 2-story Web of Shanders FOR TAXATION NOV 1 6 2005 The event(s) of the formin described not exten, for blamest, and for all that ne events not exceptants of said real seatm, or any pecod or division thereof, the said in cognitionalists of the right to deriving the real extension for eather than against beautiful. Interdist. The developer shall secure the legally enforceable commitment of Danie Homes (pursuant to which the Town of McCompillies shall be nominal or third porty beneficiary with the right to enforce such commitment against Danie Homes) to induce that better the floor ways (post not innerly) by the organization better ways against by the organization (post not beneficially the real shall be the organization of the thorne better than the province of the third of the third than the province of the real shall be the real s Cond Signa The ownersy first state price ordisclad in the hilled sale of all howers built in they count of clark facts hand the of heart. Translateded Thousand Olern (1900,000,01) provided that their commitment select and apply to any new select and howers. Delet knows deall product the Torm with a latter every six (a) months stating the number of homes seld in the proceeding six (b) months and the select prices of United homes. Series 14.2 <u>Diverges</u>. But diversy is the Shidvisies that he of constru matrix and with exough to peak two (2) cass and to a <u>sinkinam</u> of cision flat with eating to the diversy. No dist gamed above that he penalede. The developer shall install evergeen treas of of least 6 in height of the time of installation, to be planted 30' on center (opportunitedly 10 evergeen treas), within the southernmost common area of the development, between the proposed retailion bond and the property line. in developer (I in Red Exists and are its best effort in preserve ins trea birst boarded on the wetern permiter of the Red Date to be the common of the treat and the second in order to conditionally a developed rooms. Littles or other heteroccions Reds. "No Selmming and No ice Skating" signs shall be pasted at the pands in the development. The parkway, defined as the area between the back of curb and the sidewalk, shall, at a minimum, measure 6 feet in width. The local Fire Department shall review and approve the eater distribution system, including, but not limited to, hydronts, valves siching and pressure. Fire Department Review. The project and include open space as shown on the approved preliminary development plan that shall include a playgrand, besetting the community pod house docilities. The community pod house shall use residential building materials that are consistent in character with the document of the the docilities. Streets shall be 30' back of curb to back of curb. The project what have a professionally managed homeowner's association, separate from the existing Bay Creek homeowners association. Rabbing paths within the interior of the development, as shown on the opproved preliminary development plan, shall be 6' wide suphiet paths and shall be connected to the internal addresht system in order to connect to future and existing developments s advancible should be located on both sides of the interior streets, including clarg stub streets in order to connect to future satisfies developments. dinimum_Average_Price leveloper shall record against the real estate a right to farm deed restriction as per Ordinance 2004–6C. Johnstory, Additional Brick, Commitment, at Boy Cosek, at Geist, omeowner's Association addition to the foregoing architectural standards, the fallowing requirements shall apply. There shall not be more than 15% of the houses in the subdivision with the same octor scheme. Suries 144 <u>From Critic</u>y. Any there which is constructed as may plained by shall be assertated only in the pre-yearl, and shall not extend any closer to the public is from of the residence than the application was extent of the maximum. Assert to the system of the format of Channel Change, belong and for digenome support is explained on which we added of all hypothesis delicated and the digenome support is explained on which is part of the format of the forma Abbredige at gene for the planet to a sea and a soul for agriculture payons, which was brinds, he as no Estate to chipment of a building to produce of the analysis of a shade want, O middly and for all twents and party, including confinement forting specials; over all the confinement for the product.

We called the most firm product. Sacina 146 <u>Priblicia al Breg Prible</u>. The Par Coreman de du andreisea deal actuée a provinta positibiles acy posting en discoven la des activistas d'A La valutas publié en loca de de mano posten el de semo esent, est de inconsemen Americaia desl'ente responsable altre o enfera men prodution. lexics 34.5 <u>GeneraCorage.</u> All bean shall be as standed garage capable of maring two (2) or show (3) websites and no experts shall be personed. pen das spiritural was de est combine e minuso as long as day on act angliquedy anteninol, de not came boddy signy to third perion, or density Mayor larms bodds. All horses shall have an attached minimum tea-may prope.

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Bry Creek of Gaist North evelopment Standards

Page 4 of 5

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schitectural Standards

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BAY CREEK EAST, SEC.1

A part of the East Half of the Northwest Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 5 East, in Yernon Township, Hancock County, Indiana, being more particularly described as follows:

playining at the Suthmet come of the East teld of the Nothmet Contre Section sold point and being the terchheat come of the section sold point and being the terchheat come themses were set as the control that of the other of the Recorder of the Control that the Office of the Recorder of Section 25 the Section 12 seconds East 180.05 feet; thereos South 80 degrees 40 minutes 12 seconds East 180.05 feet; thereos South 60 degrees 50 minutes 12 seconds East 180.05 feet; thereos South 60 degrees 50 minutes 12 seconds East 180.05 feet; thereos South 60 degrees 50 minutes 35 seconds East 180.05 feet; thereos South 60 degrees 10 minutes 35 seconds East 180.05 feet; thereos South 60 degrees 10 minutes 35 seconds East 180.05 feet; thereos South 60 degrees 10 minutes 35 seconds West 2.05 feet; thereos South 60 degrees 10 minutes 35 seconds West 2.05 feet; thereos South 60 degrees 10 minutes 35 seconds West 2.05 feet; thereos South 60 degrees 10 minutes 35 seconds East 180.05 feet; thereos South 60 degrees 10 minutes 35 seconds East 180.05 feet; the West 180.05 feet; thereos South 60 degrees 10 minutes 35 seconds East 30 seconds

This subdivision consists of 35 lots numbered 1-31, 43-46 (both inclusive) and 1 Common Areas labeled C.A.#1 (both inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Coas-Reference is hereby mode to a survey plot prepared by Sloespeisverth & Associates, Inc. In accordance with Title 855, Article 1, Coppier 12 of the indoma Administrative Code recorded as instrument humber 050003886 in the Office of the Recorder of Harock County, Indiana.

I the undersigned hereby certify tool I am a Registered Land Surveys, licensed in complicate with the laws of the Stole of indices and that the within poir represents a subdission of the lands surveyed within the cross references survey poil, and that the chair beam no change from the matters of the survey revealed by the cross-reference survey on any lines that are commond with the new subdission.

Witness my signature this 14 day of LIONTUSET 22005.

S:\49060S1\LEGAL\SEC.1-PLAT October 21, 2005 TWF(R)WAB(F)





DRAINAGE COVENANTS

(a) "Open channel and tile drains within all drain easements shall be regulated drains subject to indiana Code 36-9-27 and its ...nendments."

(b) "It shall be the responsibility of the owner of any lot or percel of land shall the area of this plot to comply of all times with the provisions of the derinance plan on approved for bits plot by the francook County Danneye Board Brought its opens, it is thancook County Surveyor and the Hancook County Engineer, and the requirements of all dramoge permits for this plot by said teacook County Surveyor plants.

(d) The trees or shrubs shall be planted, nor any structures eracted in any drainage easement, unless otherwise approved by the McCondsville Public World Commissioner. (c) "The property shall be graded pursuant to the find construction plan and may not thereafter be changed without the written approved of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board."

(When requested in writing, the above covenant may be waived or modified by the Hancock County Drainage Board for good cause.)

(a) "Droinoge swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated droinage easements, are not be altered, day out, filled in, tiled, or otherwise dranged without the written permission of the McCordsville Droinage Board. Property owners must making these swales as sadded grassways, or other non-aconding surfaces. Water from road for proping recest must be contained on the property long enough so that said drainage smales or districts will not be damaged by such water. Driveways may be constructed or districts only inflam appropriate sized culterts are installed as set out in Section 7.1-47 (5) of the Hancock County Subdivision Control Article."

(f) "Any property owner oltering, changing, or domoping these swates or disches will be held responsible for such action and will be given ten (10) days notice by registered moil to report said domoge, offer which time, if no action is taken, the McCoddwille Diringge Board will ounce said reports to be accomplished, and the bill for such reports will be sent to the officited property owner for immediate payment."

S/Legal/DrawingCovanents

FOR TAXATION

Tick it Shaudian Auding of Hangack County NOV 1 6 2005

SURVEYOR'S CERTIFICATE

I phomia Di Offentional, heroby certify that I can a Lond Surveyor registered in compilations with the iones of the State of Indiana, called I do heroby hutther certify that I have surveyed the property described in the above coation and that I have surveyed the some into blocks and tick as shown on the beareon drawn plot. This plot correctly represents said survey and subdivision in every detail. Mountments shown will be set load off lots will be at blood within 60 days of the the street construction is compilated. Dimensions shown or w in their and described part the prest of



COUNTY APPROVAL

Page 5 of 5 SLIDE:

CABINET: C 2/6

INSTRUMENT # 0500 16231

HANCOCK COUNTY AREA PLAN COMMISSION:

This is to cartify that this play-has been approved by the Hancock County Area Plan Commission the 18th day of her Ember 2005, under the authority provided by Coppler 174 AG of the General Assembly. State of indiana and all sets amendatory

for age

JOHN KENNEDY - PERMENT

DENNIS FISK-SELECTION

DEED OF DEDICATION

We, the undersigned Doris Homes, LLC, owners of the red estate shown and described on the plot herefolder eccorded in the Honcock County Recorder's Office on the honcock County Recorder's Office on between the honcock County Recorder's Office on between the hone lold off, polited and , subdivide, said red estate in accordance with the within plot. We do further certify that the plot is made and submitted with our free consent and destres.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or monitorized no building or structure. This subdivision shall be known and designated as Bay Creek East, Section One, an addition to Bay Creek East. All streets and allegs shown and not heretolare dedicated are hereby dedicated to the public.

A perpetual utility examinat is hereby granted to any private or public utility or municipal department, their successors and casigns, which the crea shown on the plot and marked "Utility Essament", to kristal, lay, contributed, reserve, presents, mostibal and remove conduits, collect, plant, poses and were underground, with all increasing year contributed or the property and the public therein or other presenting codes and orderionated by the property and the public therein or other presenting codes and orderionated by the property and the public therein or other presenting codes and orderionated by the public therein to other presenting codes and orderionated by the public therein orderionated by the public therein to the public the property of the public the property or the public that the public the public and property and public utility respirators directly, increasing the contribution of the public and marked "Utility Essament," but some many be used for gordens, similar, planted the public and public the public and property and public the public that the public the public that the public the public that t

In addition, this Deed shall defacte to the Town of McCordella, holden, any and all seem intestructure installed for, by or on behalf of the undersproad, sale forestructure to include but not be include to be seeme collection system, force main, lift sollen, or any other component part of the seeme system which serves the subject subdivision.

The right to enforce these provisions by Princition, together with the right to cause the removed by due process of low, of only shoulder or port thereof enclode, or monitor the shoulders because it is breatly prohibition to wiscloss hereof, in hereby dedicated to the form of McCodesside, haldons, its earlysts or designated agent or representative.

Dated this 778 Owner

Owner

Owner

LLC. on Indiana limited liability company

Dods Homes, LLC. on Indiana limited Supportion, Managing Member

VO C Returned Dods Wice President

JOSE Each State State 170

Indianapolis, Indiana 48240

(317 595-2912) day of NONEMBER . 2005

County of Marion C. Richard Davis, Vice Presiden

State of Indiana)

State of Indiana)

Before me, the undersigned, a Notary Public in and for sold County and State, personally appeared Before me, the undersigned, or David Holding Corporation and admonetaged the execution of this instrument as his voluntary act and deed and officed his signature thereto.) SS

Witness my signature and seal this 774 doy of Novement Wary Public La Markity

County of Residence



ACCEPTANCE OF DEDICATIONS wile, Indiana, that the accepted this

1AUG CHRENT AS OF 1/143 1-05 O SOM

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