



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:

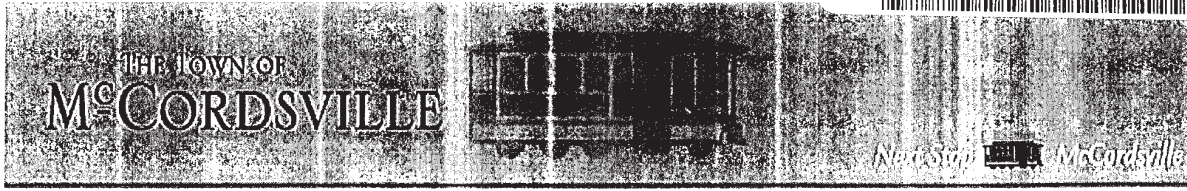
A. WHEREAS, Davis Homes LLC ("Davis") executed the "Declaration of Covenants, Conditions and Restrictions of Bay Creek East" on November 16, 2005 and recorded it on November 18, 2005 as Instrument No. 050016232 in the Office of the Recorder of Hancock County, Indiana (hereinafter, the "Declaration").

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

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②
12 copy
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14000534 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 9428 N. Inlet Dr., 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 Owner Name: Danielle M. Trett
Property Owner Signature: Danielle M. Trett
Date: 1/21/2014

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. Ryan Com

County: Hancock
State: Indiana

D Trett

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. Trefth 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:
12-12-15



Signed: [Signature]
Printed: DORRA K Copeland

Prepared by: Ryan Crum, Town of McCordsville

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. Danielle M. Trefth

33
11/18/05

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
Bay Creek East**

THIS DECLARATION ("Declaration") is made this 16th day of November, 2005,
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.

ARTICLE I

Handwritten notes:
Davis Homes LLC
11/18/05

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

