

**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

D. WHEREAS, Westport assigned all of its rights, title and interests as “Developer” under the Declaration to RH of Indiana, L.P. (“RH”) pursuant to that certain “Assignment of Developer’s Rights Under Declaration of Covenants, Conditions, and Restrictions of Bay Creek East” dated January 7, 2014 and recorded January 29, 2014 as Instrument No. 140000884 in the Office of the Recorder of Hancock County, Indiana; and

E. WHEREAS, RH and CalAtlantic merged on November 2, 2015, and CalAtlantic is the surviving entity; and

F. WHEREAS, pursuant to Section 11.2 of the Declaration, the Developer has the right to make any amendments to the Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, provided the amendments do not substantially impair the rights granted by the Declaration to any Owner (as that term is defined in the Declaration) or substantially increases the obligations imposed by the Declaration on any Owner; and

D. WHEREAS, the Development Period (as that term is defined in the Declaration) has not ended and CalAtlantic, in its capacity as Developer, has elected to amend the Declaration to modify certain a provision of the Declaration.

**Amendment:**

NOW THEREFORE, in furtherance of the recitals set forth above, and in accordance with Section 11.2 of the Declaration, Developer hereby adopts the following amendment to the Declaration. All capitalized terms that are not otherwise defined in this Amendment shall have the same meanings set forth in the Declaration.

A. Section 1.8 of the Declaration is hereby deleted and replaced with the following:

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 fifteen (15) years after the date this Declaration is recorded.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed as of the date written above.

[Signature page attached]

Developer:

CalAtlantic Homes of Indiana, Inc.

By: K.E. Windler  
Name: KENNETH E. WINDLER  
Title: VICE PRESIDENT

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Kenneth E. Windler, the Vice President of CalAtlantic Homes of Indiana, Inc., who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Bay Creek East on behalf of said corporation.

Witness my hand and Notarial Seal this 14 day of November 2015.

Wanda Wooldridge  
Wanda Wooldridge, Notary Public



My Commission Expires: 8-27-22  
My County of Residence: Hamilton

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

This instrument was prepared by Wanda Wooldridge, 9025 N. River Road, Suite, 100, Indianapolis, IN 46240