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JAN 28 1992
MARION COUNTY RECORDER

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BAY LANDING

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JAN 28 1992
MARION COUNTY ASSESSOR

THIS DECLARATION made this 16th day of December, 1991, by Bay Development Corporation, an Indiana corporation (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as "Bay Landing" (hereinafter referred to as the "Development"), and will be more particularly described on the plat to be recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, 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 lots situated therein. All of the covenants and restrictions shall run with the land and shall be binding upon Developer 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 Developer's successors in title to any real estate in the Development.

1. Utility Easements. There are strips of ground as shown on this plat marked Utility Esmt. which are hereby reserved for the use of public utilities, including cable TV companies and sanitary sewer, but not including transportation companies, for the installation and maintenance of poles, masts, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted, and reserved, and such other

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MARION COUNTY RECORDER

further public service facilities as the undersigned owner of record may deem necessary along, through, in, over and under the strips of land shown on this plat.

2. Setback Lines. Front building setback lines are hereby established on this plat, and no building or structure shall be erected or maintained between the established front setback lines and the property lines of the streets. No residence or attached accessory building shall be erected closer to the side of any lot than 11 feet, with a total aggregate of 22 feet at the building line, whichever is the lesser, nor shall any residence or attached accessory building be erected closer than 25 feet to the rear yard line. In the event a building is erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundary of the multiple lots.

3. Use Restrictions and Size of Buildings. Lot 14 is not subject to any of the covenants or restrictions other than those pertaining to the maintenance and ownership of boat docks. All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no businesses may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling not to exceed three stories in height and permanently attached residential accessory buildings. Any attached or detached garage, tool shed, storage building or any other accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

The floor area of the main structure, exclusive of open porches, patios, garages and other attached residential accessory buildings, shall not be less than 2200 square feet. Land coverage by building improvements shall not exceed 35% of the lot area. No structure on a lot shall be finished in aluminum or vinyl siding.

4. Pedestrian Easement. The plat shows a piece of land designated Block A (for reservoir access) which shall contain a pedestrian easement for owners of lots in the subdivision and their guests in their presence to gain foot access only to the reservoir. No private vehicles will be driven on said easement. That portion of Block A not utilized by the pedestrianway shall be utilized as a tree preservation area as hereinafter defined. Also, Block B designated on the plat shall have no building or structure thereon and shall be maintained by the owner of Lot 8 as a tree preservation area. The plan shows a piece of land

designated as Block C (Private Drive Access Easement) which shall be used for vehicular and other access to lots 6, 7 and 8.

5. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence, except that used by developer or builder during construction on the property.

6. Nuisances. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

7. Fences. No fence shall be erected on or along any lot line, nor on any lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences will be kept in good repair and erected so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of decorative nature not exceeding 3 feet 6 inches high. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. Architectural Control. There shall be created an architectural control committee ("Building Committee") initially composed of Mark Myers, Bruce Sklare and a third party to be mutually designated by them. If such party(s) cannot or fail to serve during the buildout period, they shall be replaced by the Board of Directors of Bay Landing, Inc., as hereinafter defined. At the time all lots in the subdivision are built out, the then owners from among themselves shall select three owners to continue the performance of the Building Committee.

9. Building Committee Purposes and Powers. The Building Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these plat restric-

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tions 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 subdivision without the prior approval of the Building Committee. Such approval shall be obtained only after written application has been made to the Building Committee by the owner of the lot requesting authorization by the Building Committee, and shall be accompanied by two (2) complete sets of plans and specification for any such proposed construction or improvement. Such plans shall include plot plans showing 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 exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Building Committee may require. All building plans and drawings required to be submitted to the Building Committee shall be drawn on a scale of $1/4" = 1'$ and all plot plans shall be drawn to a scale of $1" = 30'$, or to such other scale as the Building Committee shall require.

ii) Power of Disapproval. The Building 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 thereof would, in the opinion of the Building Committee, be contrary to the interests, welfare or rights of all or any part of other owners.

iii) Duties of Building Committee. The Building Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Building Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

iv) Liability of Building Committee. Neither the Building Committee, any agent thereof nor the Developer 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 Building Committee does not make any representation or warranty as to suitability or advisability of design, engineering, method of construction or the materials to be used.

10. Driveways. All driveways shall be paved simultaneously with construction of the dwellings and the type of construction and materials must first be approved by the Building Committee.

11. Mailboxes and Lights. All mailboxes shall be in accordance with the standards set forth by the Building Committee and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home which will operate by photocell from dusk to dawn.

12. Signs. Except for marketing and permanent signs that the developer may place at the project entrance, no sign of any kind shall displayed to the public view on any lot except that one sign of not more than 6 sq. ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

13. Property Owners Association. There has been or will be created an Indiana not-for-profit corporation named Bay Landing, Inc., comprised of the Developer and owners of lots in the subdivision which is 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 subdivision, including those provisions with respect to the payment of annual charges. The only exception shall be the owner of Lot 14 who shall be responsible to pay an annual pro rata charge with other lot owners for dock maintenance only.

14. Purposes of the Association. The general purpose of the Association is to create a legal entity to own and maintain private streets, private sanitary sewers, and areas designated "Open Space" and "Private Boat Docks" pursuant to permits issued by the Department of Public Works Permit Nos. 7839(A) and 7839(B) and approved by the Metropolitan Development Commission in Case 91-AP-96B, including pedestrianway for reservoir access. Private docks shall have prominently displayed thereon a sign reading "PRIVATE DOCK - NO TRESPASSING", or words of similar impact.

Another purpose shall be to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of Open Space and recreational facilities available within the subdivision.

15. Power of Association to Levy and Collect Charges and Impose Liens.

i) The Association shall have all the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the owners of lots within the subdivision, excepting the owner of Lot 14 who will pay assessment for dock maintenance only. Such charges shall include street, sanitary sewers and pedestrianway maintenance and snow removal, private security (if deemed necessary by its Board of Directors), taxes and insurance on properties owned or maintained by the Association, dock maintenance, Open Space maintenance and such other services and facilities as its membership determines to be suitable and desirable. Assessment for maintenance and replacement reserve for the private street and private drive access easement shall be mandatory and irrevokable and funds budgetted and collected for replacement reserves shall be maintained in a separate interest bearing account with a financial institution regulated by a federal insuring agency. Street maintenance and replacement reserves shall not be invaded for purposes other than street maintenance and replacement costs and shall accrue in a sum sufficient to assure continuous and adequate maintenance.

ii) Every such charge shall be paid in advance by the members of the Association before the first day of March of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member. Assessments shall be payable on closing and delivery of deed. Payments shall be prorated from date of closing until the following March 1st and thereafter payable annually or semi-annually when real property taxes are due and payable as the Board of Directors may elect through the provisions of the Bylaws.

iii) Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of one and one-half per cent (1-1/2%) per month until paid in full. 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 action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of lot in the subdivision, excepting Lot 14, 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 subdivision, excepting Lot 14, is hereby notified that by the act of 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 these covenants and restrictions.

iv) 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

16. Purpose of Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

17. Tree Preservation Areas. There are designated tree preservation areas on the plat of the subdivision and no tree larger than three (3") inch caliper diameter three (3') feet above ground grade can be removed except where necessary in initial development or unless the tree or trees are dead or endangering public health and safety of residential improvements or residents, guests or invitees.

18. Private Streets. The street system as designated in the plat shall be privately owned and maintained by the Association through mandatory lien-supported assessments. However, the width of right-of-way and depth and quality of street pavement shall conform to public street standards for local streets as prescribed by General Ordinance 49 of the Department of Transportation. Nonexclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and

trash removal personnel, and all similar persons and emergency vehicles, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the private streets in the performance of their duties.

19. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in public view.

20. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view.

21. Plat Restrictions Run With The Land. These restrictions run with the land and shall be binding on all parties and all persons claiming under them for thirty (30) years from the date of plat recording, at which time said restrictions shall be automatically extended for successive period of ten (10) years, unless a vote of majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

22. Enforcement of Restrictions. In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the Association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation.

23. Severability Clause. Invalidation of any of these covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other plat restrictions, which shall remain in full force and effect.

24. General Provisions. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions. Provided, however, that until all of the lots are sold in this subdivision by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

25. Remedies. In general, Any party to whose benefit these

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covenants and restrictions inure, including Developer, Bay Landing, Inc., and any home owner within Bay Landing, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these covenants and restrictions, but neither Developer nor Bay Landing, Inc. shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions.

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 covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

26. Effect of Becoming an Owner. The Owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these covenants and restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements, including the payment of assessments for dock, street, sewer, pedestrianway and open space maintenance, snow removal, private security if deemed necessary by the Board of Directors of Bay Landing, Inc., taxes, insurance, and such other services and facilities as the membership of Bay Landing, Inc. determines to be suitable and desirable.

27. Titles. The underlined titles preceding the various paragraphs and subparagraphs of the covenants and restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the covenants and 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.

28. Severability. Every one of the covenants and restrictions is hereby declared to be independent of, and severable from, the rest of the covenants and restrictions and of and from every

other one of the covenants and restrictions, and of and from every combination of the covenants and restrictions.

Therefore, if any of the covenants or 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 covenants and restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 16th day of December, 1991.

Bay Development Corporation

(SEAL) ATTEST:

By Miriam R. Sklare Miriam R. Sklare, Secretary By Allen I. Sklare Allen I. Sklare, President

STATE OF INDIANA)
)SS
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Allen I. Sklare and Miriam R. Sklare, known to me to be the President and Secretary of Bay Development Corporation, an Indiana corporation, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions of Bay Landing for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 16th day of December, 1991.

My commission expires: April 24, 1995 Joy Elaine Hardin
JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN.

This instrument was prepared by William F. LeMond, Attorney
600 Union Federal Bldg., Indianapolis, IN. 46204-3180.

file 4028
code BAY.8-.12

IN TESTIMONY WHEREOF, witness the signature this
11 day of Jan, 1992.

BY Mark Myers
Mark Myers, owner of Lot 14

STATE OF INDIANA)
)SS
COUNTY OF MARION

Before me, a Notary Public in and for County and State, personally appeared Mark Myers, Owner of Lot 14, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions of Bay Landing for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 11th day of January 1992.

My commission expires:
April 24, 1995

Joy Elaine Hardin
Joy Elaine Hardin, Notary Public
Residing in Marion County, IN

This instrument was prepared by William F. LeMond, Attorney
600 Union Federal Bldg., Indianapolis, IN 46204-3180

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EXHIBIT "A"
LEGAL DESCRIPTION

A part of the Northwest Quarter and a part of the Northeast Quarter of Section 10, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows: Beginning at the Northwest corner of said Northeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (bearing assumed) on and along the North line of said Northeast Quarter Section a distance of 428.36 feet; thence South 00 degrees 33 minutes 45 seconds West a distance of 717.60 feet measured (717.42 feet by Deed from a 13.55 acre tract of land conveyed to Hortense Myers and recorded as Instrument Number 74-25818 in the Office of the Recorder of Marion County Indiana), to a point on the North property line of Lot Number 1 in Eagle Creek Overlook Subdivision, a platted Subdivision described as Instrument Number 81-63213 in the Office of the Recorder of Marion County, Indiana; thence South 90 degrees 00 minutes 00 seconds West parallel to the North line of said Northeast Quarter Section and along the North line of said Eagle Creek Overlook Subdivision a distance of 824.64 feet measured (823.00 feet by said Deed); thence North 00 degrees 41 minutes 36 seconds East a distance of 717.62 feet measured (717.42 feet by said Deed); thence North 90 degrees 00 minutes 00 seconds East a distance of 394.64 feet to the Point of Beginning. 1371

EXCERPTING THEREFROM: A part of the Northwest Quarter of Section 10, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows: Commencing at a point on the North line of said Northwest Quarter Section, said point being West of the Northeast corner thereof a distance of 394.64 feet; running thence South 00 degrees 41 minutes 36 seconds West a distance of 615.51 feet to the Point of Beginning of the real estate described herein; thence continuing South 00 degrees 41 minutes 36 seconds West a distance of 101.91 feet; thence North 89 degrees 44 minutes 43 seconds East a distance of 4.41 feet; thence North 34 degrees 53 minutes 41 seconds East a distance of 32.16 feet; thence South 77 degrees 33 minutes 13 seconds East a distance of 37.44 feet; thence North 74 degrees 44 minutes 31 seconds East a distance of 43.72 feet; thence North 21 degrees 51 minutes 10 seconds East a distance of 46.85 feet; thence South 61 degrees 23 minutes 01 seconds West a distance of 35.88 feet; thence North 62 degrees 21 minutes 21 seconds West a distance of 99.58 feet measured (North 62 degrees 29 minutes 10 seconds West a distance of 100.21 feet by Deed) to the Point of Beginning. 139 A

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BAY LANDING

The Declaration of Covenants and Restrictions of Bay Landing, recorded January 28, 1992 as Instrument No. 92-10817 in the Office of Recorder of Marion County, Indiana, is hereby amended to read as follows, to-wit:

At paragraph 4, page 3, line 2, following the phrase "(Private Driveway Access Easement)", there is hereby inserted the following clause, "which shall be used for vehicular and other access to Lots 6, 7, 8 and 9."

Certificate of Corporate Resolutions

I hereby certify, as Secretary of Bay Landing, Inc., that the above amendment was recommended for adoption by resolution upon unanimous vote of its Board of Directors at a special meeting held on September 9, 1993. Upon adjournment, a special meeting of the membership was held pursuant to due notice, and by unanimous vote of all members present, being more than two-thirds thereof and including all owners of Lots 6, 7, 8 and 9, the foregoing resolution of the Board of Directors was approved.

Bruce Sklare

Bruce Sklare, Assistant Secretary

In Witness Whereof, Bay Landing, Inc. has executed this Amendment this 10 day of September, 1993.

Bay Landing, Inc.

By: Bruce Sklare

Bruce Sklare

President

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Inst # 1993-0132105

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bay Landing, Inc. by its President and Secretary, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions of Bay Landing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of September, 1993.

My commission expires:
April 24, 1995


JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN.

This instrument prepared by William F. LeMond, IN Attorney No. 8761-49, 901 Union Federal Building, Indianapolis, IN 46204-3180.

file 4028
code BAY.48

(3)

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BAY LANDING

The Declaration of Covenants and Restrictions of Bay Landing, recorded January 28, 1992 as Instrument No. 92-10817, as amended by First Amendment to Declaration of Covenants and Restrictions of Bay Landing, recorded September 10, 1993 as Instrument No. 93-132105, both in the Office of Recorder of Marion County, Indiana, is hereby amended by this Second Amendment to Declaration of Covenants and Restrictions of Bay Landing in the following manner:

Following paragraph 20 on page 8 of Declaration, insert the following subparagraphs a) through i) as additional restrictions to run with the land, enforceable by and for the terms set forth in the Declaration and reading as follows:

a) Vehicle parking: No camper, motor home, truck, trailer, boat, recreational or disabled vehicle of any kind may be stored or parked on any lot or street in open public view for more than seven (7) days.

b) Antennas: No exterior antennas shall be installed or permitted on any lot.

c) Satellite dishes: No satellite dishes larger than three (3) feet in diameter shall be installed or permitted on any lot. Small dishes cannot be in public view.

d) Awnings: No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any lot.

e) Swimming pools: No above ground swimming pools shall be permitted on any lot.

f) Vegetation: Each owner shall keep his lot reasonably clear from unsightly weeds and growth at all times, provided that the foregoing provision shall not prevent the owner, with the prior written approval of the committee, from maintaining portions of his lot in its natural unimproved state as long as such natural areas are part of an integrated landscape plan. Failure to comply shall entitle (but not obligate) Developer, the Association, or the Department of Metropolitan Development of Marion County, Indiana, to cut weeds and clear the lot of such growth at the expense of the Owner, and any cost therefor incurred by the Association shall be and constitute a special assessment against such lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the enforcement of assessments generally. Such judgment is to be made by the Board of Directors of the Association.

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Inst # 1993-0190516

g) Recreational amenities: Basketball goals-courts, swing sets, hot tubs and other individual amenities shall be of highest quality construction and material integrated with landscape plan as to be aesthetically enhancing to Owner's lot. Such amenities, if desired, shall be constructed in such a manner as to not detract, devalue or inhibit view of adjoining Owner's lot. Such judgment is to be made by the Board of Directors of the Association. It is recommended that one seek prior approval of the Board.

h) Wood piles. Due consideration shall be given to adjoining lot Owners to make certain that wood piles are unobtrusive.

i) All lots in Bay Landing shall be used solely for residential purposes. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwellings District Zoning Ordinances of the Consolidated City and County, Indianapolis, Marion County, Indiana.

Certificate of Corporate Resolutions

I hereby certify, as Secretary of Bay Landing, Inc., that the above amendment was recommended for adoption by resolution upon unanimous vote of its Board of Directors at a special meeting held on September 9, 1993. Upon adjournment, a special meeting of the membership was held pursuant to due notice, and by unanimous vote of all members present, being more than two-thirds thereof, the foregoing actions by Resolution of the Board of Directors were approved by the membership.

Stephanie Smith
Stephanie Smith, Secretary

In Witness Whereof, Bay Landing, Inc. has executed this Amendment this 13th day of December, 1993.

Bay Landing, Inc.

By:

Michael J. Scheraga
Michael J. Scheraga, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bay Landing, Inc. by its President and Secretary, who acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions of Bay Landing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of December, 1993.

My commission expires:

June 3, 1996

Paul D. Guil
Notary Public
Residing in Stark County, IN.

This instrument prepared by William F. LeMond, IN. Attorney No. 8761-49, 801 Union Federal Building, Indianapolis, IN 46204-3180.

file 4028
code BAY.51

FILED

JUN 07 2002

PIKE TOWNSHIP
ASSESSOR

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**THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF BAY LANDING**

The Declaration of Covenants and Restrictions of Bay Landing, recorded January 28, 1992, as Instrument No. 92-10817, as amended by the First Amendment to Declaration of Covenants and Restrictions of Bay Landing, recorded September 10, 1993, as Instrument No. 93-13215, and as amended by the Second Amendment to Declaration of Covenants and Restrictions of Bay Landing, recorded December 14, 1993, as Instrument No. 93-190516, all in the Office of the Recorder of Marion County, Indiana, is hereby amended by this Third Amendment to Declaration of Covenants and Restrictions of Bay Landing in the following manner.

1. Paragraph 17, on page 7 of the Declaration, is amended and restated as follows:

"Tree Preservation Areas. No tree larger than three (3) inch caliper diameter three (3) feet above ground grade may be removed without the prior written consent of the Building Committee, unless the tree or trees are dead or endangering public health and safety of residential improvements or residents, guests, or invitees."

2. Paragraph 21, on page 8 of the Declaration, is amended and restated as follows:

"Plat Restrictions Run With the Land. The Development shall contain no more than fourteen (14) lots on the Properties. Each lot shall contain no more than one (1) single family dwelling. These restrictions run with the land and shall be binding on all parties and all persons claiming under them for thirty (30) years from the date of plat recording, at which time said restrictions shall be automatically extended for successive period of ten (10) years, unless a vote of majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

CERTIFICATE OF AMENDMENT OF DECLARATION

I hereby certify, as Secretary of Bay Landing, Inc., that the above amendment was considered at a special meeting of the membership held pursuant to due notice, and by unanimous vote of all members present, being more than two-thirds thereof, the foregoing amendments to the Declaration of Covenants and Restrictions of Bay Landing were approved by the membership.

Stephanie Brater

Stephanie Brater, Secretary

DEED TO FINANCIAL ACCEPTANCE
SUBJECT TO TRANSFER

JUN -4 8 23685

MARTHA A. WOMACKS
ASSISTANT

06/11/02 12:48PM WANDA MARTIN MARION CTY RECORDER
Inst # 2002-0109400

JUN 14.00 PAGES: 2

STATE OF INDIANA)
 Boone) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 29th day of May, 2002, personally appeared Stephanie Brater, as Secretary of Bay Landing, Inc., who acknowledged that the foregoing statements are true.

Lynn H. Wakefield
_____, Notary Public

My Commission Expires: LYNN H WAKEFIELD
NOTARY PUBLIC STATE OF INDIANA
BOONE COUNTY
My County of Residence: MY COMMISSION EXP. DEC. 20, 2007

In Witness Whereof, Bay Landing, Inc. has executed this Amendment this 31st day of May, 2002.

BAY LANDING, INC.

By: Carol Richards
Carol Richards, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 31st day of May, 2002, personally appeared Carol Richards, as President of Bay Landing, Inc., who acknowledged that the foregoing statements are true.

Michael L. Eckerle
_____, Notary Public

My Commission Expires: MICHAEL L. ECKERLE, Notary Public
My Commission Expires: Sept. 22, 2008
My County of Residence: County of Residence: Marion

FILED

JUN 07 2002

PIKE TOWNSHIP
ASSESSOR

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF BAY LANDING**

2

The Declaration of Covenants and Restrictions of Bay Landing, recorded January 28, 1992, as Instrument No. 92-10817, as amended by the First Amendment to Declaration of Covenants and Restrictions of Bay Landing, recorded September 10, 1993, as Instrument No. 93-13215, and as amended by the Second Amendment to Declaration of Covenants and Restrictions of Bay Landing, recorded December 14, 1993, as Instrument No. 93-190516, all in the Office of the Recorder of Marion County, Indiana, is hereby amended by this Third Amendment to Declaration of Covenants and Restrictions of Bay Landing in the following manner.

1. Paragraph 17, on page 7 of the Declaration, is amended and restated as follows:

"Tree Preservation Areas. No tree larger than three (3) inch caliper diameter three (3) feet above ground grade may be removed without the prior written consent of the Building Committee, unless the tree or trees are dead or endangering public health and safety of residential improvements or residents, guests, or invitees."

2. Paragraph 21, on page 8 of the Declaration, is amended and restated as follows:

"Plat Restrictions Run With the Land. The Development shall contain no more than fourteen (14) lots on the Properties. Each lot shall contain no more than one (1) single family dwelling. These restrictions run with the land and shall be binding on all parties and all persons claiming under them for thirty (30) years from the date of plat recording, at which time said restrictions shall be automatically extended for successive period of ten (10) years, unless a vote of majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

CERTIFICATE OF AMENDMENT OF DECLARATION

I hereby certify, as Secretary of Bay Landing, Inc., that the above amendment was considered at a special meeting of the membership held pursuant to due notice, and by unanimous vote of all members present, being more than two-thirds thereof, the foregoing amendments to the Declaration of Covenants and Restrictions of Bay Landing were approved by the membership.

Stephanie Brater

Stephanie Brater, Secretary

06/13/02 01:21PM WANDA MARTIN MARION CTY RECORDER JCC 12.00 PAGES: 2

Inst # 2002-0111534

Receivable to collect Assessor stamp filing order

~~MARTHA A. WOMACKS
MARION COUNTY RECORDER
JUN 11 2002
4 23685 JUN-4 2002
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER~~

STATE OF INDIANA)
 Boone) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 29th day of May, 2002, personally appeared Stephanie Brater, as Secretary of Bay Landing, Inc., who acknowledged that the foregoing statements are true.

Lynn H. Wakefield
_____, Notary Public

My Commission Expires: LYNN H WAKEFIELD
NOTARY PUBLIC STATE OF INDIANA
BOONE COUNTY
My County of Residence: MY COMMISSION EXP. DEC. 20, 2007

In Witness Whereof, Bay Landing, Inc. has executed this Amendment this 31st day of May, 2002.

BAY LANDING, INC.

By: Carol Richards
Carol Richards, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 31st day of May, 2002, personally appeared Carol Richards, as President of Bay Landing, Inc., who acknowledged that the foregoing statements are true.

Michael L. Eckerle
_____, Notary Public

My Commission Expires: MICHAEL L. ECKERLE, Notary Public
My Commission Expires: Sept. 22, 2008
My County of Residence: County of Residence: Marion