

DECLARATION OF COVENANTS AND
RESTRICTIONS OF BAY CREEK AT GEIST

THIS DECLARATION (hereafter "Declaration") is made this 12TH day of DECEMBER 2000, by
CROSS/CORD, LLC, an Indiana limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of the real estate comprising 26.589 acres, more or less, more particularly described in this plat on which this Declaration is printed (hereafter "Real Estate");

WHEREAS, the real estate comprising 121.248 acres, more or less, more completely described in what is attached hereto and incorporated herein by reference as Exhibit "A" shall hereafter be referred to as the "Additional Real Estate";

WHEREAS, Developer desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Development" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at anytime subject to this Declaration; and

WHEREAS, the 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 restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, the Developer 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 Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots 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 Restrictions shall run with the land and shall be binding upon the 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 the Developer and every one of the Developer's successors in title to any real estate in the Development.

As of the date of execution hereof, the Development consists only of the Real Estate. Developer shall have, and hereby reserves the right, at any time, and from time to time, to add to the Development and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Development, and therefore and thereby becomes a part of the Development and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Developer places of record with the County in which the Development is located, an instrument so declaring the same to be part of the Development, which supplementary declaration (hereafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Development and the owners of any lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of owners of lots within the Development. No single exercise of Developer's right and option to add and expand the Development as to any part or parts of the Additional Real Estate, shall preclude Developer from thereafter from time to time further expanding and adding to the Development to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Developer from time to time as to all or any portions of the Additional Real Estate. Such expansion of the Development is entirely at the discretion of the Developer and nothing contained in this Declaration or otherwise shall require Developer to expand the Development beyond the Real Estate, or to any portions of the Additional Real Estate which Developer may voluntarily and in its sole discretion from time to time subject to this Declaration.

1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it

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attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the 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 the Developer and every one of the Developer's successors in title to any real estate in the Development.

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1. There shall be, and there is hereby created and established the "Development Control Committee" (hereinafter referred to as the "Committee") to perform the functions provided to be performed by it hereunder or under the provisions of the within plat of the Development. Three (3) members appointed by the Developer, or their duly authorized successors appointed by the Developer, shall constitute the Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove the building plans, specifications and plat plans, or designate a successor with like authority. In the event the remaining members are unable to designate a representative with like authority, then a new member of the Committee shall be elected by a majority vote of the owners of the lots located in Bay Creek at Geist. When more than one person holds an interest in a lot, the vote for such lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional shares nor shall more than one vote be cast with respect to any lot. The Committee shall consist of not more than three (3) people.

The duties and the responsibilities of the Committee are as follows:

A. The Committee shall regulate the external appearances, use, location and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these restrictions.

B. The Committee may establish forms and checklist for the presentation of information, review, and approval of building plans, specifications, plat plans, drainage plans, landscape plans or other pertinent information as it affects the Committee's responsibilities.

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

D. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in this Declaration.

E. Neither the Committee, nor any member thereof, nor any agent thereof, 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 Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

2) No construction shall be commenced nor any building or fence be erected, placed or altered on any lot in the Development until the building plans, specifications, plot plan, drainage plan, and landscape plan, showing the location of all the construction, structures, drives, walks, landscaping, natural preservation areas, and drainage have been approved as to the compatibility with existing structures and compliance with these Restrictions in accordance with the procedures for such approval contained in the rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may then proceed with the building or construction activity according to the plans as submitted. This provision shall not apply where the Committee has determined that there are defects in the plans submitted and have advised the applicant of said defects.

3) No wall, fence, hedge or shrub planting which abstracts sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building setback line except where shrub planting is approved by the Committee. No fences shall be allowed except where required by law and/or approved by the Committee.

4) A front yard dusk to dawn low intensity light of either gas (not to exceed two (2) mantles) or electric (of less than one hundred (100) watts) directed downward and away from adjacent lots shall be installed and maintained on each lot in the Development or the front of the home on a lot by the respective Owners thereof. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the Committees shall be submitted to the said Committee for its approval. The Committee reserves the right to standardize all of the lights in the Development.

5) All lots in the Development shall be used solely for single family residential purposes and no lot within the Development shall be further subdivided so as to create an additional lot or lots within the Development.

6) No metal outbuildings shall be permitted on any lot. All outbuildings must be of the same design and materials as the primary structure. The approval of the Committee must be obtained before any outbuilding is erected, placed or altered on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns, and similar such structures.

7) No dwelling house constructed on any of the lots in the Development shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The house shall be substantially completed when an occupancy permit has been issued by the appropriate governmental agency granting such permits.

8) Every building whose construction or placement on any lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvements which have partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Committee within thirty (30) days.

9) All structures constructed or placed on any lot in the Development shall be constructed with substantially all new material and no used structure shall be relocated or placed on any lot.

10) If vinyl siding is used on a home, then fifty percent (50%) of the front of the house must be masonry. Where a vinyl house backs up to a county road, then fifty percent (50%) of the front and fifty percent (50%) of the rear of the house must be masonry. If a vinyl house is located on a corner lot, then fifty percent (50%) of the front of the house and fifty percent (50%) of the side of the house facing the street must be masonry. The masonry requirement specified herein shall not apply to homes which are of a Cape Cod or colonial design.

11. At least two (2) trees no less than two (2) inches in caliper shall be planted at the time the home has grass and any other landscaping initially planted on the lot. Landscaping shall include at least eight (8) shrubs in the front.

12. Every house in the Development shall have at least a two (2) car attached garage, of the same architectural design and materials as the house.

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11. At least two (2) trees no less than two (2) inches in caliper shall be planted at the time the home has grass and any other landscaping initially planted on the lot. Landscaping shall include at least eight (8) shrubs in the front.
12. Every house in the Development shall have at least a two (2) car attached garage, of the same architectural design and materials as the house.
13. All driveways must be paved from their point of connection with the abutting street or road to a point of connection with the garage entry.
14. No temporary house, trailer, garage or other outbuilding shall be placed, erected or kept on any lot in the Development.
15. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public right-of-way to minimize removal of trees.
16. No owner of a lot shall burn or permit the burning outdoors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except at the times when refuse collections are being made.
17. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within or adjacent to the Development or from other lots in the Development.
18. The size, location, height, and composition of any mailbox must be approved by the Committee and shall comply with County Ordinances. The Committee reserves the right to design and/or standardize the design for mailboxes.
19. There shall be no fences permitted within the front yards. Fences in the side and rear yards shall be permitted to a maximum of forty-two (42) inches in height and shall be of black vinyl clad chain link or other materials approved by the Committee.
20. No above ground pools shall be permitted.
21. No home, upon initial sale, shall be sold for the purpose of rental or lease.
22. Street numbers for homes shall be uniformly displayed on all homes.
23. Whenever two (2) or more contiguous lots shall be owned by the same person, and such owner shall desire to use two (2) or more of said lots as a site for a single dwelling unit, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling unit shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as, and only so long as, the lots remain improved with only one single dwelling unit.
24. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements situated thereon from becoming unsightly and, specifically, such owner shall:

- A. mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- B. remove all debris or rubbish;
- C. prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate;
- D. cut down and remove unsightly dead trees;
- E. where applicable, prevent debris and foreign material from entering drainage areas;
- F. keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- G. within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

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25. The minimum square footage of any house constructed within the thirty (30) acres which comprise the northwest portion of the Development (not including the wooded area within the northwest portion of the Development which shall be retained as a common area), shall be a minimum of 2,000 square feet for a single story house and 2,400 square feet for a two-story house. The minimum square footage of houses located in any other portion of the Development shall be 1,500 square feet for a single story house and 1,700 square feet for a two-story house. In determining square footage, the Committee shall exclude garages, porches and basements.

26. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

27. Each lot owner and/or builder shall be responsible to prevent erosion and protect the natural environment. This shall be accomplished by designating areas on the landscape plan which are to remain undisturbed and to provide an erosion control plan for any areas which will be disturbed during construction. Said erosion control plan shall be submitted to the Committee for review and approval at such time that plans are submitted to the Committee pursuant to Paragraph 1 hereof.

28. Trees five (5) feet outside of the building, driveway, parking area or other approved construction areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.

29. The disposal of water from sump pumps, geothermal water systems, swimming pools, or other forced water discharges shall not be allowed unless approved by the Committee. Under no circumstances shall the above mentioned water sources be allowed to discharge onto adjacent lots except through established drainage easements. Approval by the Committee shall be granted only when adequate measures are submitted to protect the drainage way from erosion or other damaging effects.

30. The drainage plan required to be submitted to the Committee shall show the topography of the lot and the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.

31. There will be no parking on the dedicated streets except when a lot Owner has a social function where the invited guests will not be able to park on the Owner's lot. The provision to allow parking for social functions only applies to automobiles and not to any other form of vehicle. Overnight parking is not allowed on any dedicated street.

32. Lots shall be subject to drainage easements, sewer easements, and utility easements, either separately or in combination of the three, as shown on the plat or plats of the Development which, subject to Indiana Code § 36-9-27 et seq., are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:

- A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be

200 trees per (10) feet outside of the driveway, driveway, parking area or other approved construction areas shall not be removed unless the diameter of the tree is less than four (4) inches, the tree is dead, or approval is granted by the Committee.

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A. Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Developer.

B. Sewer easements (S.E.) are created for the use of the local governmental agency or private sanitary sewer provider having jurisdiction over the storm and/or sanitary waste disposal system of said city and/or county designated to serve the Development for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect to a public sanitary sewer and pay all applicable connection charges.

C. Utility easements (U.E.) are created for the use of public utility and cable television companies, not including transportation companies, for the installation of pipes, mains, ducts, and cables as well as for the uses specified in the case of sewer easements.

D. The owners of all lots in the Development shall take title subject to the rights of public or private utilities, governmental agencies, and the rights of the other lot owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

33. No construction vehicles, shops or outhouses shall be erected or situated on any lot within the Development, except with the written approval of the Committee and any such structure or equipment shall be promptly removed upon completion of the home.

34. During the construction period, the lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the lot. Materials which can blow into adjacent lots shall be contained. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing of the trash into a dumpster provided by a trash disposal service.

35. The lot owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon an adjoining street in the Development. If such deposits occur, then the lot owner shall make provisions to remove such deposits within one (1) day or the Committee may remove such deposits and charge the lot owner for such work.

36. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways and no disabled vehicle shall be openly stored on any lot. Further, no boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind (including, but not limited thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept from view of neighboring residences and streets.

37. No advertising signs (except one per lot of not more than four (4) square feet, advertising the lot or home thereon for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot, except lots used as a model by an Owner who then owns four (4) or more lots. This restriction shall not preclude the Developer from constructing informational signs at the entrance to the Development regarding the sale of lots and homes, such signs not to exceed sixty-four (64) square feet in size. This exception for the Developer shall expire upon the sale of all lots in the Development.

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(i) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Boy Creek at Geist Homeowners' Association, Inc.", hereafter referred to as the "Association". Every owner of a residential lot in the Development shall automatically be a member of the Association upon the purchase of a lot in the Development.

B. Purpose of the Association:

(i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common areas, recreational facilities, landscape easements or drainage easements on the plat or plats of the Development as may be conveyed to or controlled by the Association or established by it, may be operated, maintained, repaired and replaced by the Association. Specifically, the Association shall maintain any common area, recreation facility or structure, street entrance features, street lights, irrigation system or landscaping located within landscape easements or a landscape island located within the right-of-way. The Association may provide snow removal from public streets within the Development should it be deemed necessary or appropriate.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of such common areas, recreation facilities, landscape easements and such other facilities and structures, within the Development as may be owned or controlled by the Association.

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

(i) The Association shall have all of 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 lots within the Development. Such charge shall be at least Two Hundred Fifty Dollars (\$250.00) per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than Two Hundred Fifty Dollars (\$250.00). No charge shall ever be levied by the Association against the Developer.

(ii) Every such charge shall be paid 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.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of ten percent (10%) per annum 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 lot subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development 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 void liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or 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 this subparagraph of the Covenants and Restrictions.

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38) All clothes lines, equipment, garbage cans, or storage piles shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate therein. Firewood piles shall be kept neat and unobtrusive.

39) No outside toilets shall be permitted on any lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

40) No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision and in no case shall there be allowed more than four (4) ordinary household pets per lot.

41) No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to owners of lots in the Development.

42) No high intensity lighting, outside television, radio, or other antennas or satellite dishes or any visually obtrusive object may be erected by any lot owner on the exterior of a dwelling or anywhere on a lot unless approved by the Committee. No satellite dishes shall be permitted in front yards.

43) If the parties hereto, or any owner, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in the Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover reasonable attorney's fees.

44) THE BAY CREEK AT GEIST HOMEOWNER'S ASSOCIATION, INC.

A. In general:

(i) There will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Bay Creek at Geist Homeowners' Association, Inc.", hereafter referred to as the "Association". Every owner of a residential lot in the Development shall automatically be a member of the Association upon the purchase of a lot in the Development.

B. Purpose of the Association:

(i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as common areas, recreational facilities, landscape easements or drainage easements on the plat or plats of the Development as may be conveyed to or controlled by the Association or established by it, may be operated, maintained, repaired and replaced by the Association. Specifically, the Association shall maintain any common area, recreation facility or structure, street entrance features, street lights, irrigation system or landscaping located within landscape easements or a landscape island located within the right-of-way. The Association may provide snow removal from public streets within the Development should it be deemed necessary or appropriate.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of rules and regulations necessary to govern the use and enjoyment of such common areas, recreation facilities, landscape easements and such other

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(b) during the period of any continuing violation of these Covenants and Restrictions commencing with notification of the existence of the violation by the Board of Directors of the Association; and/or

(c) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

44. The Developer may construct upon a common area a pool and a bath house (hereafter collectively "the Pool"). For purposes of this paragraph 44, the term "Subject Area" shall mean and refer to the area outside of the Development but within (i) the Highland Springs Subdivision, (ii) the Cardinal Woods Subdivision, or (iii) the area which is both within a one mile radius of the Development and also within the corporate limits of the Town of McCordsville. Further, for purposes of this paragraph 44, the term "Non-Resident Single Family" shall mean any single family residing within the Subject Area. On the terms and conditions which follow, up to one hundred (100) Non-Resident Single Families shall be permitted to use the Pool:

A. Any such Non-Resident Single Family desiring to use the Pool shall pay to the Association, in advance and on an annual basis, that portion of the uniform annual charge or assessment that is (i) paid or to be paid by the owner of a lot in the Development and (ii) is allocable to the construction, maintenance, and repair of the Pool; and

B. No more than one hundred (100) Non-Resident Single Families shall be permitted to use the Pool and all Non-Resident Single Families shall be required to abide by the Association's rules and regulations for use of the Pool which are applicable, as well, to the owners of lots in the Development; and

C. None of the Non-Resident Single Families which use the Pool shall (i) be members of the Association or (ii) have any rights under the Declaration; and

D. The availability of the Pool to up to one hundred (100) Non-Resident Single Families shall be on a first-come, first-served basis in a manner determined by the Association, in the sole and absolute discretion of the Association.

45. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of seventy-five percent (75%) of the then owners of the lots it is agreed to amend said Covenants in whole or in part, provided, however, that no change or termination of said Covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

46. Invalidation of any of the foregoing Covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

CAROLYN GRASS 11P
HANCOCK COUNTY RECORDER
CJD Date 11/29/2002 Time 08:05:18
FEE: 31.00
I 020019005 Page 1 of 11

Cross Reference - (1) Declaration of Covenants and Restrictions of Bay Creek at Geist printed on the Plat of Bay Creek at Geist, Section 1, which was recorded with the Recorder of Hancock County, Indiana, on the 13th day of December, 2000, as Instrument Number 2000-13233, in Slide 34-36, Cabinet C, (2) the Plat of Bay Creek at Geist, Section 1, which was recorded with the Recorder of Hancock County, Indiana, on December 13, 2000, as Instrument Number 2000-13233, Slides 34-36, Cabinet C, and (3) the Plat of Bay Creek at Geist, Section 2, which was recorded with the Recorder of Hancock County, Indiana, on the 13th day of December, 2000, as Instrument Number 2000-13252, Slide 37, Cabinet C.

FIRST
ADDITION TO THE DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
OF BAY CREEK AT GEIST

This First Addition (the "Additional Declaration") to the Declaration of Covenants, Conditions and Restrictions of Bay Creek at Geist is made and entered into this 4th day of November, 2002 by Crossmann Communities Partnership, an Indiana general partnership (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Bay Creek at Geist (hereafter "Declaration") is printed on the Plat of Bay Creek at Geist, Section 1, which was recorded with the Recorder of Hancock County, Indiana, in Slide 34-36, Cabinet C, as Instrument Number 2000-13233 (the "Section 1 Plat");

WHEREAS, the Declaration applies also to the Plat of Bay Creek at Geist, Section 2, which was recorded with the Recorder of Hancock County, Indiana, in Slide 37, Cabinet C, as Instrument Number 2000-13252 (the "Section 2 Plat");

WHEREAS, the Developer is desirous of supplementing the Declaration by adding to the Declaration the provisions hereafter set forth;

WHEREAS, the Developer is the owner of all lots, common areas, and other land located within the Section 1 Plat and the Section 2 Plat (collectively, the "Real Estate");

WHEREAS, the real estate more completely described by what is attached hereto and incorporated herein by reference as Exhibit "A" shall hereafter be referred to as the "Additional Real Estate";

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Cross Reference - (1) Amendment to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist, which was recorded with the Recorder of Hancock County, Indiana, on the 16th day of August 2006, as Instrument Number 060009725, (2) Declaration of Covenants and Restrictions of Bay Creek at Geist printed on the Plat of Bay Creek at Geist, Section 1, which was recorded with the Recorder of Hancock County, Indiana, on the 13th day of December, 2000, as Instrument Number 2QOO-13233, in Slide 34-36, Cabinet C, (3) the Plat of Bay Creek at Geist, Section 1, which was recorded with the Recorder of Hancock County, Indiana, on December 13, 2000, as Instrument Number 2000-13233, Slides 34-36, Cabinet C, (4) the Plat of Bay Creek at Geist, Section 2, which was recorded with the Recorder of Hancock County, Indiana, on the 13th day of December, 2000, as Instrument Number 2000-13252, Slide 37, Cabinet C, (5) First Addition to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist, which was recorded with the Recorder of Hancock County, Indiana, on the 25th day of November, 2002, as Instrument Number 2002-0019085.

*** CORRECTED ***
AMENDMENT TO THE DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS OF
BAY CREEK AT GEIST

The Bay Creek Homeowners Association, Inc. (the "Association"), by its duly authorized officer, now files and records this Corrected Amendment to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist ("Covenants") to correct the language in the Amended Covenant filed on August 16, 2006. The added language was inadvertently omitted from the original Amended Covenant cover page, but was included in all of the signed proxy vote pages. This Corrected Amended Covenant shall pertain and apply to all sections of Bay Creek at Geist.

Also attached is a corrected Proxy Vote - Developer's Consent to Corrected Amendment to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist to add the identical language to its consent. This Correction shall amend the language in paragraph 19 of the Amended Covenants as follows (*underlined language has been added*):

"19. There shall be no fences permitted within the front yards. Fences in the rear yard shall be permitted to a maximum of seventy-two (72") inches in height and shall be of black vinyl clad chain link or of cedar with flat-top shadow box privacy style or other materials approved by the Committee. Lake lots shall only have black vinyl clad chain link or other materials approved by the Committee and shall not exceed to forty-eight inches (48") in height."

Proxy Vote - Developers' Consent to the Corrected Amendment to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist

Trinity Homes, LLC, Developer of Bay Creek at Geist subdivision, hereby consents to the Corrected Amendment to the Declaration of Covenants Conditions and Restrictions of Bay Creek at Geist, specifically paragraph 19, as follows (underlined language has been added):

Corrected Amended Covenant:

"19. There shall be no fences permitted within the front yards. Fences in the rear yard shall be permitted to a maximum of seventy-two (72") inches in height and shall be of black vinyl clad chain link or of cedar with flat-top shadow box privacy style or other materials approved by the Committee. Lake lots shall only have black vinyl clad chain link or other materials approved by the Committee and shall not exceed to forty-eight inches (48") in height."

Dated this 11th day of October, 2006.

TRINITY HOMES, LLC,

By: Steve Cook

Printed: Steve Cook

Title: Land Development Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Steve Cook, Land Development Manager of Trinity Homes, LLC, a Domestic Limited Liability Company, and acknowledged execution of this Consent to Corrected Amendment.

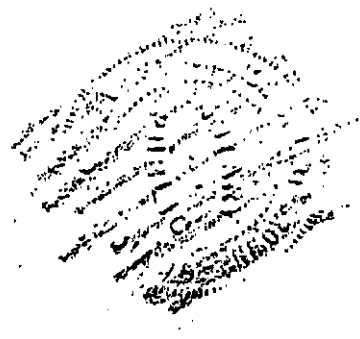
Witness my hand and Notarial Seal this 11th day of October, 2006.

My Commission Expires:
3/10/08

Sharon Stuart-Brown
Notary Public

County of Residence:
Hamilton

Sharon Stuart-Brown
Printed



END OF DOCUMENT

IN WITNESS WHEREOF, the undersigned sets his hand and seal this 11th
day of October, 2006.

BAY CREEK HOMEOWNERS ASSOCIATION,
INC.

By: Steve Cook
Printed Name: Steve Cook
Title: President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Steve Cook, President of Bay Creek Homeowners Association, Inc. and acknowledged execution of this Amendment.

Witness my hand and Notarial Seal this 11th day of October
2006.

My Commission Expires:

3/10/08

Sharon Stuart Brown
Notary Public

County of Residence:

Hamilton

Sharon Stuart Brown
Printed



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

Robert D. Roache, II

Robert D. Roache, II, Attorney-at-Law

This document was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144
Bowline Court, Indianapolis, IN 46236-8869, (317) 823-0660, facsimile (317) 823-1707.