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MARION COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BAYSIDE WOODS

THIS DECLARATION, made on the date hereinafter set forth by Jackson Leasing Co., an Indiana general partnership, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the fee simple owner or contract purchaser of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in <sup>unattached (see instrument # 81-49841)</sup> ~~attached~~ attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in <sup>unattached (see instrument # 81-49841)</sup> ~~attached~~ shall hereafter be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

NAME

This subdivision shall be known and designated as Bayside Woods, a subdivision located in Marion County, Indiana.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Bayside Woods Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

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Section 3. "Building" shall mean and refer to any single-family attached or detached dwelling unit that may be constructed on a Lot or a part of more than one Lot.

Section 4. "Common Area" shall mean and refer to any and all real estate and facilities and all personal property leased or owned by the Association for the benefit, use and enjoyment of its members.

Section 5. "Declarant" shall mean and refer to Jackson Leasing Co., its successors and assigns as a declarant.

Section 6. "Driveway Easements" shall mean and refer to the easements for ingress and egress appurtenant to the Lots as shown on the Plat and labeled "P.D.E.". The rights of Owners as to their respective Driveway Easements are more specifically described in Article XII.

Section 7. "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Properties, or any portion thereof, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 8. "Lot" shall mean and refer to any parcel of land shown upon the Plat. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such parcels, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

Section 9. "Original Builder" shall mean and refer to the person or entity (whether one or more) to whom any Lot is first conveyed by Declarant for the purpose of the construction of a dwelling unit thereon (or his or its successors or assigns for the purpose of such construction).

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation.

Section 11. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

Section 12. "Properties" shall mean and refer to the real estate described in ~~Subdivision 118~~ <sup>unattached; see instrument # 81-4984</sup> and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III

#### Common Areas

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area conveyed or leased to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

Section 2. Owners' Rights and Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which may be delegated to family members, lessees and guests of every such Owner (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with membership in the Association, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty

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- (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area;
  - (d) The rights of Declarant as provided in this Declaration;
  - (e) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
  - (f) The right of the Association to mortgage any or all of the Common Area with the assent of two-thirds (2/3) of the votes of each class of members; and
  - (g) The right of the Association to grant reasonable utility and drainage easements across and through the Common Area for the benefit of its members.

Section 3. Conveyance of Common Areas. The areas shown on the Plat as Block A, Block B, Block C and Block D shall be conveyed by Declarant to the Association as Common Area on or before the earlier of (a) the date upon which seventy-five per cent (75%) of the Lots have been conveyed to Owners (other than the Original Builder) or (b) one (1) year following the date upon which the first Lot within the Properties is conveyed to an Owner (other than the Original Developer).

#### ARTICLE IV

##### LOTS

Section 1. Number of Lots. This subdivision consists of not more than 263 Lots with public streets as shown on the Plat.

Section 2. Street Dedication. The streets (but not Driveway Basements) shown on the Plat and not heretofore dedicated are hereby dedicated to the public.

Section 3. Land Use. All Lots shall be used exclusively for residential purposes, except that Declarant shall have the right to subdivide, dedicate or otherwise convey or use a portion of any one or more Lots which it owns for recreational uses for the benefit of all Owners and other

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members of the Association. In the event any portion of any Lot or Lots is so used, reasonable rules and regulations shall be promulgated and enforced so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed.

Section 4. Subdivision of Lots. No Lot shall be subdivided to form units of less area, except as otherwise provided in Section 3 of this Article IV.

Section 5. Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

#### ARTICLE V

##### ACCESS RIGHTS OF ASSOCIATION

Certain utility lines, sewer and other facilities and other improvements located on one Lot may serve other Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, their respective officers, agents employees and contractors, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot.

If any Owner shall fail to adequately maintain the open area included within his Lot (excluding the maintenance responsibilities of the Association as hereinafter provided), the Association upon the giving of ten (10) days written notice to such Owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such Lot and the Owner thereof.

The Association shall have and is hereby granted an easement for access to all Lots for ingress and egress as

reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. The easement specified herein is also reserved for the benefit of Declarant and Original Builder so long as Declarant owns any Lot and for so long as Declarant or Original Builder may be liable under any builder's warranty, including any construction, maintenance or repair work reasonably required in connection with the areas shown as Block A, Block B, Block C and Block D on the Plat.

#### ARTICLE VI

##### USE RESTRICTIONS

Section 1. Type, Size and Nature of Improvements. No single-family dwelling, garage, outbuilding, fence or wall shall be erected, placed or constructed on any Lot, other than original construction by or on behalf of Declarant or Original Builder, except in a manner approved in writing by Board of Directors or the architectural committee specified in Article XIV hereof prior to the commencement of construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Approval shall be considered based upon satisfactory plans and specifications providing such detail as may be reasonably required (which upon approval shall be strictly adhered to throughout construction unless modified or amended with further written approval); subject to the improvement of any Lot satisfying the following minimum standards:

- (a) No structure or building shall be erected, placed or constructed on any Lot other than one (1) single-family dwelling unit not to exceed three (3) stories in height, one (1) private garage for not more than three (3) cars and such other outbuildings as are usual and incidental to the use of such Lot for single-family residential purposes.
- (b) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed

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or constructed on any Lot for use as a residence, either temporarily or permanently, or at any time be used for such purpose.

- (c) Every single-family dwelling unit erected, placed or constructed on any Lot shall have a minimum finished floor area, exclusive of open porches, stoops, attached garages or carports, of seven hundred (700) square feet. In the case of a two-story structure, at least four hundred (400) square feet of the required minimum floor area shall be on the first (1st) floor.
- (d) Every single-family dwelling unit, garage or outbuilding erected, placed or constructed on any Lot shall be completed, including at least one (1) coat of paint, stain, varnish or preservative on any exterior wood surfaces. Until all work is completed and such single-family dwelling unit is ready for occupancy, the Lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
- (e) Any tank for the storage of fuel erected, placed or constructed on any Lot outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.
- (f) No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above any street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line. 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.

In the event that written approval is not received as required hereunder within thirty-five (35) days from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or keep on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 3. Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Water and Sewer Systems. No individual water supply system or sanitary sewer system shall be permitted on any Lot.

Section 6. Certain Vehicles Prohibited. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot except within a closed garage and motor vehicles shall not be parked upon grassy or landscaped areas.

Section 7. Drainage. Any field tile or underground drain which is encountered in the construction of any improvements on any Lot shall be perpetuated or other suitable drainage provided and all Owners of Lots and their successors shall comply with The Indiana Drainage Code of 1965, and all amendments thereto.

Section 8. Exterior Antennae. Without prior written approval and authorization of the Board of Directors, no exterior television, radio or other type of antennae shall be placed, allowed or maintained upon any portion of the Properties nor upon any structure or improvement situated upon the Properties.

Section 9. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots,

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upon any portion of the Properties which Declarant owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

#### ARTICLE VII

##### ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1986.

Section 3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by

the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional Management. No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

#### ARTICLE VIII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article V, Article X and Article XI; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the

Properties and for the improvement and maintenance of the Common Area and the living units situated on the Properties and other purposes as specifically provided herein.

Section 3. Maximum Monthly Assessments.

(a) Until January 1, 1982, the maximum monthly assessment on any Lot conveyed by Declarant shall be \$ 80.00 per Lot, except that if a Lot is undeveloped or construction of the residential unit thereon is incomplete, the maximum monthly assessment for such Lot shall be twenty-five per cent (25%) of the monthly assessment applicable to other Lots.

(b) From and after January 1, 1982, the maximum monthly assessment may be increased effective January 1 of each year without a vote of the membership by the greater of 15% or the increase, if any, of the Consumer Price Index for all urban consumers ("CPI-U") as published by the Bureau of Labor Statistics (or other comparable index in the event the CPI-U shall be discontinued) for the preceding month of September as compared to said price index twelve (12) months prior thereto.

(c) From and after January 1, 1982, the maximum monthly assessment may be increased by more than the amount specified in subsection (b) above by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

(e) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Areas or of any capital improvement which the Association is required to maintain.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or

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in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action

Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly

and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Other Lot assessments (not including special assessments under Article V and X hereof) shall be fixed at a uniform rate for all Lots, except that in the event Declarant or Original Builder shall construct Buildings of two (2) or more substantially different models or sizes, then that portion of Lot assessments for maintenance, repair, replacement or reserve and for casualty insurance for Lots and Buildings may be fixed at a uniform rate (based on a pro rata share of cost) for each class of Lots (based upon the type of Building constructed thereon by Declarant or Original Builder).

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Section 7. Date of Commencement of Monthly Assessments: Due Dates. Declarant from time to time shall record Supplemental Declarations describing by Lot number the portions or phases of the Properties to be currently developed. Declarant reserves the right to record such Supplemental Declarations notwithstanding the fact that one or more Lots included therein may have been conveyed to the Original Builder. Such Supplemental Declarations shall be recorded on or before the date on which the first Lot within such phase is conveyed to an Owner (other than the Original Builder) and shall be substantially in the form attached hereto as Exhibit "B". The monthly assessment provided for herein shall commence for all Lots within the phase described in a Supplemental Declaration on the first day of the first month following the date of conveyance to an Owner (other than the Original Builder) of a Lot within the area described in such Supplemental Declaration. The maintenance responsibilities of the Association as further described in Sections 2 and 3 of Article X shall commence concurrently with the commencement of monthly assessments as provided herein for the phases described in each successive Supplemental Declaration. The insurance assessment provided for in Article X shall commence as to each Lot on the first day of the first month following the conveyance of such Lot to an Owner (other than the Original Builder). The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a

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specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No

sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

#### ARTICLE IX

##### DECLARANT'S RIGHTS

Section 1. Use of Property. Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

#### ARTICLE X

##### MAINTENANCE

Section 1. Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at his own expense, all the maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning system and any partitions and interior walls. He further shall be responsible for the maintenance, repair and replacement of all windows in his residence and also the doors leading into the residence, and any and all other maintenance,

repair, and replacements of the improvements on his Lot unless otherwise provided herein.

To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Section 2. Maintenance of Driveway Easements. The Association shall be responsible for the maintenance, repair and repaving of all Driveway Easements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the Properties by Declarant for the benefit of all Owners of Lots. Driveway Easements shall be maintained at all times in such a manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot to and from a public street or highway.

Section 3. Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance upon the Driveway Easements, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, lawns, shrubs (but excluding any plants or flowers installed by any Owner and excluding patios and any enclosed patio areas), trees, trash removal and snow removal from the paved portions of streets and front walks. Such exterior maintenance shall not include glass surfaces, doors and doorways, windows, and window frames.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner,



his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Declarant has or may construct landscape islands or other similar improvements within a portion or portions of the streets within this subdivision for the benefit of the community. Unless otherwise required by any governmental entity having jurisdiction, the Association shall repair and maintain such landscape islands or other improvements and shall keep such improvements in a neat, clean and presentable condition at all times.

Section 4. Maintenance of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the Common Area and improvements thereon.

#### ARTICLE XI

##### INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording fire and extended coverage insurance insuring the Properties, including the Common Area and all living units and Buildings, in an amount consonant with the full replacement value of the improvements excluding, as to any Lot and the improvements thereon, all fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such

appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first Mortgagee of each Lot. At the request of any first mortgagee holding an FHA or VA insured mortgage on any Lot, the monthly insurance assessments for such Lot may either be collected and held in escrow by such lender pending the payment of insurance premiums or casualty insurance for such Lot may be purchased separately and a certificate of insurance furnished to the Association.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to

workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro-rata cost thereof shall become a separate monthly assessment to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VIII. Each Owner shall prepay to the Association at the time his Lot is conveyed to such Owner an amount equal to thirteen (13) monthly insurance assessments and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided or shall use such funds to prepay the premiums of the required insurance. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 4. Distribution to Mortgagees. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

Section 5. Additional Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 6. Casualty and Restoration. Damage to or destruction of the Common Area or any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

Section 7. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the

Common Area or any Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Common Area or any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

Section 8. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

## ARTICLE XII

### EASEMENTS

Section 1. Drainage, Utility and Sewer Easements. As noted on the Plat, Declarant has reserved the open areas of the Lots as an undefined Drainage, Utility and Sewer Easement (D.U. & S. Easement). In doing so, it is the intention of Declarant to provide the needed flexibility to itself and Original Builder, for the benefit of all Lots and Owners, to properly install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services

(including all lines, pipes, wires, cables, ducts, etc., including cable television, lawn sprinkling systems and the like) to the living units constructed on the various Lots. The D.U. & S. Easement shall include all open areas of the Lots outside the Buildings originally constructed by Declarant or Original Builder, but not including any areas covered by chimneys, patios, porches or similar appurtenances of Buildings. No other improvements or permanent structures (excluding walkways, pavement on Driveway Easements and fences) shall be placed within the D.U. & S. Easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant and Original Builder (while they own any Lots) and the Association to provide for and maintain appropriate drainage. Provided, this shall not prohibit walkways and pavement on the Driveway Easements.

Declarant further reserves unto itself an easement and right of way in and to the areas shown on the Plat as Blocks "A", "B", "C" and "D" and an easement of ingress and egress through so much of the remainder of the Properties as is reasonably necessary or appropriate, to perform such actions as are required or are reasonably necessary or appropriate for the purpose of establishing and maintaining proper surface water drainage throughout the Properties including the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of all governmental agencies having jurisdiction. The easement hereby reserved shall terminate one (1) year after Declarant shall have conveyed the last lot on the Properties. Provided, however, the reservation of this easement and terms and provisions contained herein shall not be construed so as to impose upon Declarant any higher or different duty or obligation than is imposed by applicable law.

Section 2. Driveway Easements. Driveway Easements as specified in Article II, Section 5 and as shown on the Plat, are hereby reserved for the common use and enjoyment of the Owners of any Lot or Lots, their families and invitees. Such Driveway Easements shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring Lots. No velocipedes, bicycles, toys or other private property shall be allowed to obstruct any Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Driveway Easement so as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed on any Driveway Easement.

Section 3. Additional Easement Rights. Declarant further reserves unto itself, for the benefit of all Lots and Owners, an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement or any Driveway Easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 3 shall not be exercised in a manner which unreasonably and

adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 3 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last Lot within the Properties or on January 1, 1985, whichever first occurs.

Section 4. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Driveway Easements and any pedestrian walkways or sidewalks.

Section 5. Easement for Signs. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign or signs within the areas shown on the Plat as permanent signage and entryway easements. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Association, the right and easement to erect and maintain directional signs upon the Properties. Such directional signs shall contain only directional information such as street addresses, shall comply with all applicable zoning requirements, shall not extend more than four (4) feet above grade, shall be located within the areas noted on the Plat as "P.S.E." and shall be maintained by the Association.

#### ARTICLE XIII

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the



homes upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. Subject to the provisions of Article XI hereof, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article but subject to the provision of Article XI hereof, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE XIV

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure, except original construction of Buildings by or on behalf of Declarant

or Original Builder, shall be commenced, erected or maintained upon the Properties: nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided.

#### ARTICLE XV

##### SIGNS AND HOME OCCUPATIONS

Section 1. Signs. Prior to January 1, 1983, no advertising signs of any kind including rental or "for rent" signs (other than interior window signs) shall be displayed on any Lot without the prior written approval of Declarant. Further, no signs of any nature, kind or description (including incidental signs as regulated in Section 2.18 of the Dwelling District Zoning Ordinance of Marion County, Indiana, 68-AO-2, as amended) shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nothing contained herein shall be construed or interpreted to effect the activities of Declarant or Original Builder in the sale of Lots or single-family dwellings as a part of the development of the Properties.

ARTICLE XVI

ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of the single-family residence appurtenant to a Lot (hereinafter in this Article XVI referred to as the "Encroaching Unit") now encroaches or shall hereafter encroach upon any minor portion of any other adjacent Lot or any Common Areas, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them and the Department of Metropolitan Development, City of Indianapolis shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed or approved in writing by at least ninety per cent (90%) of the then Owners; and thereafter, signed or approved in writing by at least seventy-five per cent (75%) of the then Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time within (2) years after the recordation hereof in order to satisfy the requirements of any of the Federal Mortgage Agencies. Any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Provided, however, no amendment which materially and adversely affects the easement rights set out in Articles XII and XVI hereof shall be effective without the written consent of any Owner or other person affected thereby (unless substantially equivalent easement rights shall have been substituted in lieu thereof). Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Annexation. Additional residential property may be annexed to the Properties with the consent of a

majority of ownership of the Lots and of any of the Federal Mortgage Agencies having an interest in the Properties or any portion thereof by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

Section 4. HUD Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development: annexation of additional property, dedication of Common Area, and amendment of this Declaration.

Section 5. Mortgagee Rights. Any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots may, jointly or singly, pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area or any property owned by the Association and such lender or lenders may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such Common Area or other property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 6. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents which default has not been cured within sixty (60) days.

Section 7. Restriction on Rental. In order to protect the integrity of this subdivision and to insure that

those persons residing therein have similar proprietary interests in their Lots and living units, no Lot and the living unit located thereon shall be leased or rented for a period of time in excess of one (1) year and no lease or rental agreement to any such tenant or lessee shall be extended or renewed for a longer period or time.

IN WITNESS WHEREOF, Jackson Leasing Co. has caused this Declaration to be executed this 5<sup>th</sup> day of August, 1981.

JACKSON LEASING CO.

By: Brady R. Justice, Jr.  
Brady R. Justice, Jr.,  
as Trustee, General Partner

STATE OF INDIANA )  
                          )SS  
COUNTY OF MARION )

Before me, a Notary Public, in and for such County and State, personally appeared Brady R. Justice, Jr., as Trustee, General Partner of Jackson Leasing Co., an Indiana general partnership, who, after having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said partnership.

Dated this 5<sup>th</sup> day of August, 1981.

Judith A. Karstens  
Notary Public

Judith A. Karstens  
Printed

My Commission Expires:

June 23, 1985

My County of Residence:

Marion



This Instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "B"

SUPPLEMENTAL DECLARATION FOR BAYSIDE WOODS

THIS DECLARATION, made on the date hereinafter set forth by Jackson Leasing Co., an Indiana general partnership, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant previously recorded the Plat and Declaration of Covenants, Conditions and Restrictions of Bayside Woods on August 7, 1981 as Instrument No. 81-49841 <sup>49842</sup> in the Office of the Recorder of Marion County, Indiana, as the same may be amended, (hereinafter referred to as the "Declaration"); and

WHEREAS, Article VIII, Section 7 of the Declaration provides that Declarant shall record a Supplemental Declaration describing the portions or phases of the Properties currently being developed:

NOW, THEREFORE, Declarant hereby declares that the following Lots within the Plat of Bayside Woods are currently being developed and shall be subject to the terms and provisions of Article VIII, Section 7 of the Declaration:

IN WITNESS WHEREOF, Jackson Leasing Co. has caused this Supplemental Declaration to be executed this 5<sup>th</sup> day of August, 1981.

JACKSON LEASING CO.

By: Brady R. Justice, Jr.  
Brady R. Justice, Jr.,  
as Trustee, General Partner

81 49842

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for such County and State, personally appeared Brady R. Justice, Jr., as Trustee, General Partner of Jackson Leasing Co., an Indiana general partnership, who, after having been first duly sworn, acknowledged the execution of the foregoing Supplemental Declaration for and on behalf of said partnership.

Dated this 5<sup>th</sup> day of August, 1981.

Judith A. Karstens  
Notary Public

JUDITH A. KARSTENS  
Printed

My Commission Expires:

June 23, 1985

My County of Residence:

Marion

This Instrument was prepared by John W. Van Buskirk, Attorney.

81 49842



CROSS REFERENCE

81 61484

CROSS REFERENCE

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BAYSIDE WOODS

THIS AMENDMENT, made on the date hereinafter set forth by Jackson Leasing Co., an Indiana general partnership (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Bayside Woods (hereinafter referred to as the "Declaration") on August 7, 1981, as Instrument No. 81-49842 in the Office of the Recorder of Marion County, Indiana and the subdivision Plat of Bayside Wood (hereinafter referred to as the "Plat") as Instrument No. 81-49841 in the Office of the Recorder of Marion County, Indiana;

WHEREAS, by the terms of the Declaration, Declarant reserved the right to amend the Declaration to satisfy the requirements of the Federal Mortgage Agencies (as such term is defined in the Declaration) and the Federal Housing Administration, Department of Housing and Urban Development, has requested that certain technical amendments be made to the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The references in the preamble of the Declaration and in Section 12 of Article 2 of the Declaration to the description of the Properties are deleted and the legal description of the properties attached hereto as Exhibit "A" is hereby inserted in lieu thereof. It is intended by Declarant that the legal description attached hereto as Exhibit "A" shall coincide with the legal description as shown on the Plat. In the event the legal description of the Plat shall hereafter be corrected or amended by engineer's correction, quit-claim deed or similar method to compensate for survey errors or boundary

RECEIVED  
JULIE CAMP  
RECORDER-MARION CO.  
SEP 23 3 29 PM '81

81 61484

line discrepancies, then the legal description attached hereto shall be deemed to be amended to include such minor corrections and Declarant reserves the right to correct such description by written instrument recorded in the Office of the Recorder of Marion County.

2. Section 1 of Article VIII shall be amended by the addition of the following sentence at the end of Section 1:

Notwithstanding any other part of this Declaration to the contrary, no assessments or charges shall be established or collected for the cost of developing the Common Area, as described in Section 3 of Article III hereof or any facilities thereon; and notwithstanding any other part of this Declaration, no assessments or charges shall be established or collected for the cost of operating or maintaining the Common Areas or facilities thereon until such Common Areas including all facilities thereon shall have been conveyed free and clear of encumbrances to the Association.

3. Subsection (a) of Section 3 of Article VIII is hereby deleted and the following is inserted in lieu thereof:

(a) Until January 1, 1982, the maximum monthly assessment on any Lot shall be Eighty Dollars (\$80.00) per Lot except that if a Lot is undeveloped or construction of the residential unit thereon is incomplete, the maximum monthly assessment for such Lot shall be twenty-five per cent (25%) of the monthly assessment applicable to other Lots.

4. Section 2 of Article XVII is hereby amended by deleting the words and figures "ten (10)" in the second line of said Section 2 and inserting in lieu thereof the words and figures "twenty (20)".

5. The consent of the contract sellers for a portion of the Properties is attached hereto as Exhibit "B" and is incorporated by reference into the Declaration.

IN WITNESS WHEREOF, Jackson Leasing Co. has caused this Amendment to be executed this 28<sup>th</sup> day of September, 1981.

JACKSON LEASING CO.

By Brady R. Justice, Jr., Trustee,  
Brady R. Justice, Jr., as Trustee,  
General Partner

81 6184

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Brady R. Justice, Jr., as Trustee, general partner of Jackson Leasing Co., an Indiana general partnership, who, after having been first duly sworn, acknowledged the execution of the foregoing for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 28<sup>th</sup> day of September, 1981.

Cynthia M. Adams  
(Cynthia M. Adams) Notary Public

My Commission Expires:

12/5/83

My County of Residence is:

Marion

This Instrument was prepared by John W. Van Buskirk, Attorney.

81 61484

HUD APPROVAL

The foregoing Amendment is hereby approved by the Federal Housing Administration, Department of Housing and Urban Development.

Federal Housing Administration,  
Department of Housing and  
Urban Development

By: Choice Edwards  
Choice Edwards

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared CHOICE EDWARDS, who, having been first duly sworn, acknowledged the execution of the foregoing AMENDMENT for and on behalf of the Federal Housing Administration, Department of Housing and Urban Development.

Dated this 28th day of SEPTEMBER, 1981.

Mary Louise Smartt  
(Notary Public)

Mary Louise Smartt  
Printed

My Commission Expires:  
JUNE 26, 1984

My County of Residence is:  
MARION

This Instrument was prepared by John W. Van Buskirk, Attorney.

81 61484

EXHIBIT "B"

CONSENT OF OWNERS

THIS INDENTURE WITNESSETH THAT: John N. Rettig and Laura P. Rettig, husband and wife, owners and conditional vendors of a portion of the Properties as defined in the above and foregoing Declaration of Covenants, Conditions and Restrictions of Bayside Woods do hereby consent to the execution and recordation thereof and do ratify the provisions of said Declaration of Covenants, Conditions and Restrictions and agree that the same shall be binding upon the Properties and them and their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed their consent this 21<sup>ST</sup> day of May, 1981.

John N. Rettig  
John N. Rettig

Laura P. Rettig  
Laura P. Rettig

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, on this 21<sup>st</sup> day of May, 1981, came John N. Rettig and Laura P. Rettig, husband and wife, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of May, 1981.

Nancy Mae Owens  
Nancy Mae Owens ) Notary Public

My commission expires:

March 5, 1982

My county of residence:

Hamilton

This instrument was prepared by John W. Van Buskirk, Attorney.

A part of the Northeast Quarter of Section 15, Township 17 North, Range 4 East of the Second Principal Meridian, in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Northeast Quarter; thence north  $90^{\circ} 00' 00''$  east (assumed bearing) along the north line of said Quarter, 27.14 feet to the point of beginning; thence continuing along said north line north  $90^{\circ} 00' 00''$  east, 1131.90 feet; thence south  $00^{\circ} 36' 40''$  west, 1323.58 feet to the north line of the property owned by Castle Knoll, Inc. as recorded in Instrument Number 77-0048356 in the Office of the Recorder and as surveyed by Paul I. Cripe, Inc. April 16, 1981; thence along said north line south  $89^{\circ} 59' 32''$  west, 912.07 feet to the Northeast Corner of Castlewood Addition Section Three as recorded in Instrument Number 77-005651 in the Office of the Recorder; thence north  $89^{\circ} 44' 09''$  west, 232.22 feet measured (231.73 feet platted) to the Southwest Corner of the Northwest Quarter of said Northeast Quarter; thence North  $00^{\circ} 01' 38''$  west along the west line of said Northeast Quarter, 2.06 feet; thence north  $01^{\circ} 09' 01''$  East, 1320.77 feet to the point of beginning, containing 34.579 acres, more or less.

81 61484

CROSS REFERENCE

CROSS REFERENCE

SUPPLEMENTAL DECLARATION FOR BAYSIDE WOODS

THIS DECLARATION, made on the date hereinafter set forth, by HANSEN & HORN CONTRACTORS, INC., an Indiana corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, there was previously recorded the Plat and Declaration of Covenants, Conditions and Restrictions of Bayside Woods on August 7, 1981, as Instrument No. 81-49841 and 81-49842 in the Office of the Recorder of Marion County, Indiana, as the same may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, Article VIII, Section 7 of the Declaration provides that Declarant shall record a Supplemental Declaration describing the portions or phases of the Properties currently being developed:

NOW, THEREFORE, Declarant hereby declares that the following Lots within the Plat of Bayside Woods are currently being developed and shall be subject to the terms and provisions of Article VIII, Section 7 of the Declaration:

- 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 58A, 58B, 58C, 58D, 59A, 59B, 59C, 59D, 60A, 60B, 60C, 60D, 61A, 61B, 61C, 61D, 62A, 62B, 62C, 62D, 63A, 63B, 63C, 63D, 64A, 64B, 64C, 64D, 65A, 65B, 65C, 65D, 66A, 66B, 66C, 66D, 67A, 67B, 67C, 67D, 68A, 68B, 68C, 68D, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, ~~71A, 71B, 71C, 71D~~, 56A, 56B, 56C, 56D, 57A, 57B, 57C, 57D, E1, E2, E3, E4, E5, E6, E7, E9, E10, E11, E12, E13, E14, E15, D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11, D12, D13, D14, D15, D16, C32, C33, C34, C35, C20, C21, C22, C23

IN WITNESS WHEREOF, Hansen & Horn Contractors, Inc., has caused this Supplemental Declaration to be executed this 8<sup>th</sup> day of October, 1982.

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HANSEN & HORN CONTRACTORS, INC.


By: Kenneth D. Hansen  
Kenneth D. Hansen, Pres.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Kenneth D. Hansen,  
President of Hansen & Horn Contractors, Inc., an Indiana corporation, who, after having been first duly sworn, acknowledged the execution of the foregoing Supplemental Declaration for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 8<sup>th</sup> day of

October, 1982.

  
[Signature]  
Notary Public

JOE N VAN VALER  
Printed

My Commission Expires:

5/19/83

My County of Residence:

Johnson

This instrument was prepared by Joe N. Van Valer, Attorney  
VAN VALER, WICKER & TANDY  
300 South Madison Avenue  
Post Office Box 405  
Greenwood, Indiana 46142

82 58036



CROSS REFERENCE

CROSS REFERENCE

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CERTIFICATE OF CORRECTION

This instrument executed this 5<sup>th</sup> day of October, 1982, by Hansen & Horn Contractors, Inc., an Indiana corporation hereinafter referred to as "Declarant".

Witnesseth:

WHEREAS, Declarant is the successor to the original declarant referred to in the Declaration of Covenants, Conditions and Restrictions of Bayside Woods, executed on June 26, 1981, and recorded on August 7, 1981, as Instrument No. 81-49842 and modified by Amendment recorded September 29, 1981 as Instrument No. 81-61484 in the Office of the Recorder of Marion County; and

WHEREAS, by virtue of a scrivener's error, certain references were made to "Block A, Block B, Block C and Block D on the Plat" and "areas shown on the Plat as Blocks 'A', 'B', 'C' and 'D'", instead of Tracts A, B, C, D and E as actually shown on the Plat; and

WHEREAS, this inconsistency between the Declaration and the Plat may cause confusion and a cloud on the title to lots within Bayside Woods subdivision;

Now, therefore, Declarant hereby corrects the Declaration of Covenants, Conditions and Restrictions of Bayside Woods as follows:

1. Reference to "Block A, Block B, Block C and Block D" on page six (6) is corrected to read "Tract A, Tract B, Tract C, Tract D and Tract E."
2. Reference to "Blocks 'A', 'B', 'C' and 'D'" on page 22 is corrected to read "Tracts A, B, C, D, and E".

IN WITNESS WHEREOF, Hansen & Horn Contractors, Inc. have executed this Certificate of Correction on date first above written.

HANSEN & HORN CONTRACTORS, INC.

By Kenneth D. Hansen  
Kenneth D. Hansen, President

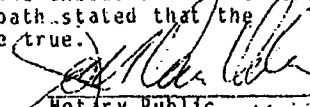
Attest:  
By Karol Patterson  
Karol Patterson, Secretary

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LUCILLE CAMP  
RECORDER-MARION CO.  
OCT 26 1 19 PM '82  
Clerk of Superior Court  
71  
OCT 26 1982  
FILED

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Johnson )

Before me, a Notary Public in and for said County and State,  
personally appeared Kenneth D. Hansen, President of Hansen & Horn  
Contractors, Inc., who acknowledged the execution of the foregoing and  
who having been duly sworn upon his oath stated that the  
representatives therein contained are true.

  
Notary Public  
Printed JOE N. VAN VALER  
County of Johnson, IN

My commission expires:

5/19/33

This Instrument Prepared By  
Joe N. Van Valer, Attorney at Law  
300 South Madison Avenue, Suite 420  
P. O. Box 405  
Greenwood, IN 46142  
317-888-1121

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SUPPLEMENTAL DECLARATION FOR BAYSIDE WOODS

THIS DECLARATION, made on the date hereinafter set forth by HANSEN & HORN CONTRACTORS, INC., an Indiana corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, there was previously recorded the Plat and Declaration of Covenants, Conditions and Restrictions of Bayside Woods on August 7, 1981, as Instrument No. 81-49841 and 81-49842 in the Office of the Recorder of Marion County, Indiana, as the same may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, Article VIII, Section 7 of the Declaration provides that Declarant shall record a Supplemental Declaration describing the portions or phases of the Properties currently being developed:

NOW, THEREFORE, Declarant hereby declares that the following Lots within the Plat of Bayside Woods are currently being developed and shall be subject to the terms and provisions of Article VIII, Section 7 of the Declaration:

- C1, C2, C3, C4, C5, C6, C7, C24, C25, C26, C27, C28, C29,
- C30, C31, 24

IN WITNESS WHEREOF, Hansen & Horn Contractors, Inc., has caused this Supplemental Declaration to be executed this 11th day of January, 1983.

HANSEN & HORN CONTRACTORS, INC.

By: Kenneth D. Hansen  
Kenneth D. Hansen, Pres.

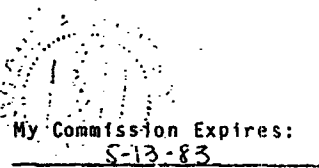
83 06725

RECORDED  
RECORDER-HANSON CO.  
JAN 31 10 56 AM '83

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF Maine    )

Before me, a Notary Public in and for said County and State,  
personally appeared KENNETH O. HANSEN, President of Hansen & Horn  
Contractors, Inc., an Indiana corporation, who, after having been  
first duly sworn, acknowledged the execution of the foregoing  
Supplemental Declaration for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 11<sup>th</sup> day of January  
  , 1983.



[Handwritten Signature]  
Notary Public  
Printed Joe N. Van Valer  
Resident of Johnson County

My Commission Expires:

5-13-83

This instrument was prepared by Joe N. Van Valer, Attorney  
VAN VALER, WICKER & WILLIAMS, P. O. Box 405, Greenwood, IN 46142

83 06725

CROSS REFERENCE

83 15727

CROSS REFERENCE

75c

SUPPLEMENTAL DECLARATION FOR BAYSIDE WOODS

THIS DECLARATION, made on the date hereinafter set forth by HANSEN & HORN CONTRACTORS, INC., an Indiana corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, there was previously recorded the Plat and Declaration of Covenants, Conditions and Restrictions of Bayside Woods on August 7, 1981, as Instrument No. 81-49841 and 81-49842 in the Office of the Recorder of Marion County, Indiana, as the same may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, Article VIII, Section 7 of the Declaration provides that Declarant shall record a Supplemental Declaration describing the portions or phases of the Properties currently being developed:

NOW, THEREFORE, Declarant hereby declares that the following Lots within the Plat of Bayside Woods are currently being developed and shall be subject to the terms and provisions of Article VIII, Section 7 of the Declaration:

- Lots 23, 33, 27, B1, B2, B3, B4, B5, B6, B7, B24, B25
- B26, B27, B28, B29, B30, B31

IN WITNESS WHEREOF, Hansen & Horn Contractors, Inc. has caused this Supplemental Declaration to be executed this 21st day of March, 1983.

83 15727

HANSEN & HORN CONTRACTORS, INC

By Kenneth D. Hansen  
Kenneth D. Hansen, President

RECEIVED FOR RECORD  
BETH O'LAUGHIN  
RECORDER OF MARION COUNTY  
MAR 10 3 07 PM '83

STATE OF INDIANA )  
 ) SS:  
COUNTY OF XXXXXXXX )  
Johnson

Before me, a Notary Public in and for said County and State, personally appeared Kenneth D. Hansen,  
President of Hansen & Horn Contractors, Inc., an Indiana corporation, who, after having been first duly sworn, acknowledged the execution of the foregoing Supplemental Declaration for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 2<sup>nd</sup> day of  
March, 1983.

  
Notary Public

Joe N. Van Valer

Printed

Resident of Johnson County

My Commission Expires:

5-13-83

My County of Residence:

Johnson

This instrument was prepared by Joe N. Van Valer, Attorney.

83 15727

9<sup>00</sup>

**ME**  
CROSS REFERENCE

CROSS REFERENCE

**83 56254**

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the Plat of Bayside Woods Phase II - Block "F", said plat being recorded in the Office of the Recorder of Marion County, Indiana, by Instrument No. 83-37294.

I further certify that said plat was recorded without a private driveway easement across Lot 7 as shown on Sheet 2 of 3 hereto attached, and should be corrected to appear as shown on Sheet 3 of 3 hereto attached.

I further certify that said plat was recorded without the following note and should be corrected to appear as shown on Sheet 3 of 3 hereto attached:

NOTE: Lots 1 through 8, both inclusive, have access to Bay Vista West Drive by means of an undefined private driveway easement over a part of Lots 1a, 1c, 6d, 7a and 7b of Bayside Woods, the plat of which is recorded as Instrument #81-4984 in the Office of the Recorder of Marion County, Indiana (the aforesaid private driveway easement has since been defined by Instrument #83-56241 as recorded in said Office of the Recorder).

I further certify that said plat was recorded without the private driveway easement as defined in said Instrument #83-56241 and should be corrected to appear as shown on sheet 3 of 3 hereto attached.

Certified this 4th day of August, 1983

MID-STATES ENGINEERING CO., INC.

*[Signature]*  
Sol C. Miller  
Registered Land Surveyor #9788 Indiana

RECEIVED FOR RECORD  
BETH PLANCHER CO.  
RECORDER - MARION CO.  
AUG 9 11 42 AM '83

**FILED**  
AUG 9 1983  
LAWRENCE TOWNSHIP  
ASSESSOR

**SOL C. MILLER**  
REGISTERED  
No. 9788  
STATE OF  
INDIANA  
LAND SURVEYOR

DULY ENTERED  
FOR TAXATION  
AUG 9 83 01 6937  
COUNTY AUDITOR  
*[Signature]*

This Instrument prepared by Sol C. Miller

APPROVED THIS 9<sup>th</sup>  
DAY OF Aug 1983  
LAWRENCE TOWNSHIP ASSESSOR  
O.K.P. CLERK

**83 56254**

Mid-States Engineering Company, Inc.  
(317) 634 6235

Investors Trust Building, 107 N. Pennsylvania St., Indianapolis, IN 46204

**APPROVAL  
OF  
PLAT CORRECTION**

PLANNING & DEVELOPMENT  
DEPARTMENT  
OFFICE OF PLANNING & ZONING  
PLAT COMMITTEE

Aug 9 1983  
*[Signature]*  
SUBDIVISION ADMINISTRATOR

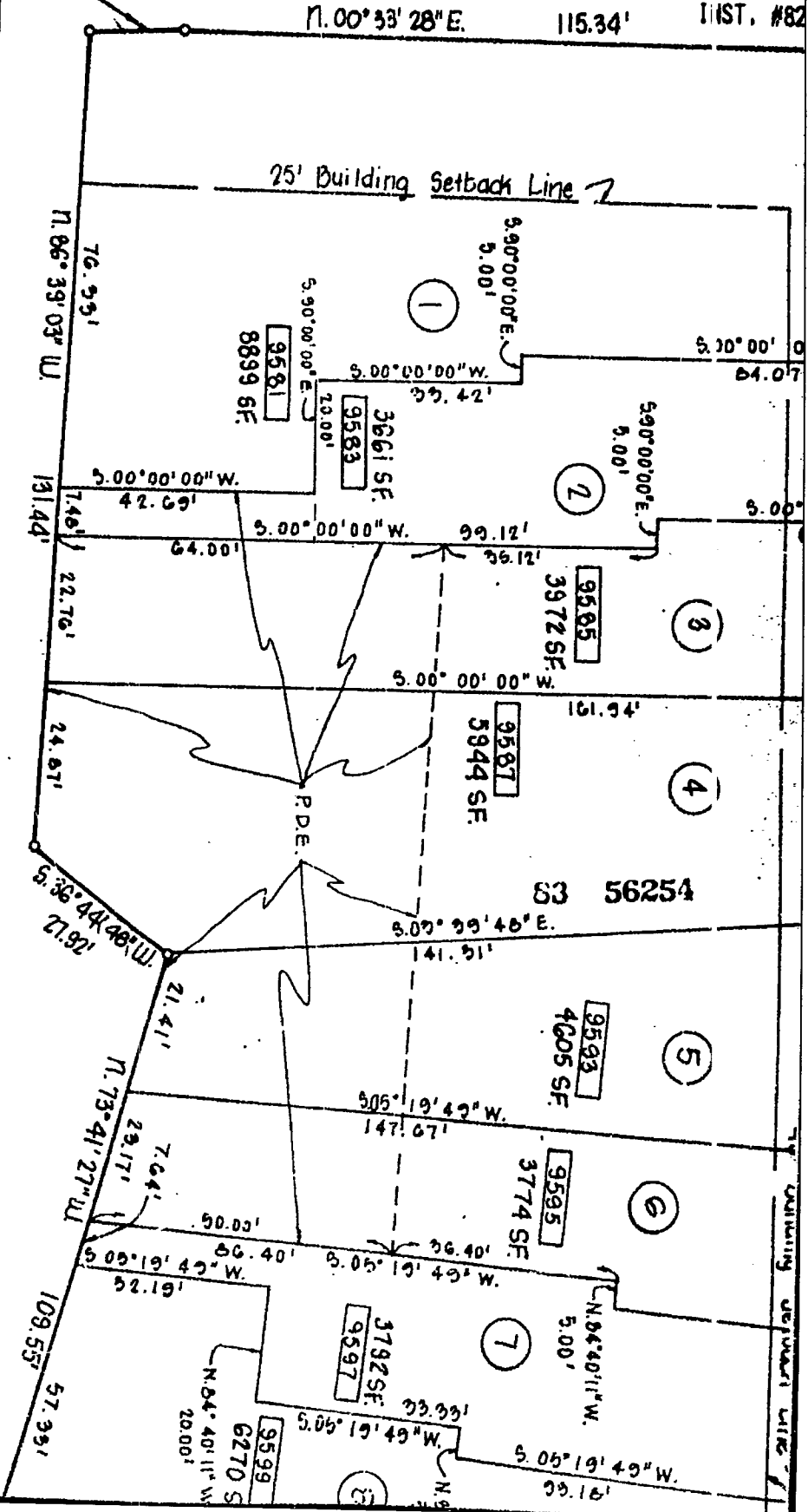
# Bay Vista West Drive

MSE Job #283-009  
Sheet 2 of 3

BAYSIDE WOOD

TRIST. #82

Δ	9°04'37"
R	206.400'
L	15.984'
T	7.694'
CH	13.98'
Brg	N.01°01'49"W.



Continuing segment line



# Bay Vista West Drive

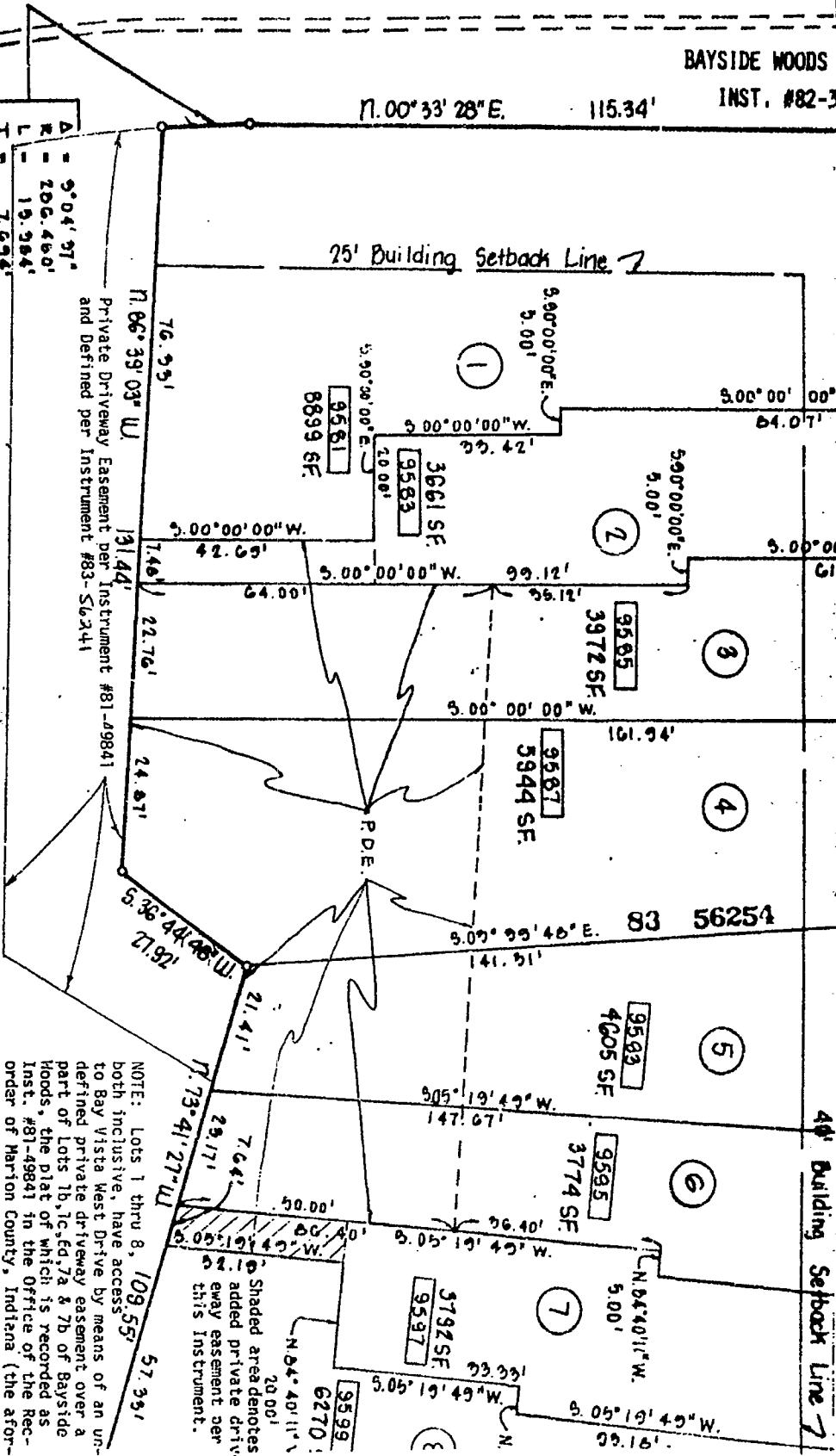
MSE Job #283-009  
Sheet 3 of 3

BAYSIDE WOODS

INST. #82-3

N. 00° 33' 28" E. 115.34'

A	=	9° 04' 37"
K	=	206.460'
L	=	19.384'
T	=	7.654'
CH	=	19.39'
Br	=	N. 01° 01' 49" W.



Private Driveway Easement per Instrument #83-56241 and Defined per Instrument #83-56241

Instrument #81-49841

NOTE: Lots 1 thru 8, 109.55' both inclusive, have access to Bay Vista West Drive by means of an un-defined private driveway easement over a part of lots 1b, 1c, 6a, 7a & 7b of Bayside Woods, the plat of which is recorded as Inst. #81-49841 in the Office of the Recorder of Marion County, Indiana (the aforesaid private driveway easement has since been defined by Inst. #83-56241 as recorded in said Office of the Recorder).

Shaded areadnotes added private driveway easement per this Instrument.

CONSENT AND WAIVER OF PROTEST

RECEIVED FROM REGISTRO  
BETH PLATTENBERG  
RECORDS DEPARTMENT

840009431

FEB 6 3 52 PM '84

WHEREAS, the undersigned and Hansen and Horn Contractors, Inc. desire to settle at rest potential differences in the construction and location of the single-family residence located on the following described real estate:

Lot #30 Bayside Woods, a Subdivision of Marion County, Indiana, as per plat thereof, recorded August 7, 1981, as Instrument #81-49141, in the Office of the Recorder of Marion County, Indiana, as corrected by Engineer's Certificate recorded September 7, 1982 as Instrument #82-43058 and commonly known as 6208 Behner Crossing, Indianapolis, Indiana 46250.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties state that they have been fully advised of the building set-back line error on the above described real estate and that they and their heirs, administrators, executors, assigns and subrogees hereby waive their rights of protest with respect to said error and agree that they shall not protest a request by the owners of said real estate for the purpose of amending said set-back line to conform to the location of the residence upon the real estate.

The undersigned further states and warrants to Hansen and Horn Contractors, Inc. that this Consent and Waiver of Protest has been read by them and is understood by and signed by them as their free act and deed.

IN WITNESS WHEREOF, the undersigned now executes this Consent & Waiver of Protest this 1<sup>st</sup> day of January, 1984.

BAYSIDE WOODS HOME OWNERS ASSO. INC.

Larry E. Vantries SEC  
Larry E. Vantries  
BY: Kathy K. Wolf SEC  
Kathy K. Wolf

ATTEST: \_\_\_\_\_

Owner of real estate described in Exhibit "A" attached hereto and made a part hereof with the same force and effect as if fully written out.

STATE OF INDIANA      SS:  
COUNTY OF MARION

Before me the undersigned, a Notary Public for Marion County, State of Indiana, personally appeared Kathy K. Wolf & Larry E. Vantries and acknowledged the execution of the foregoing instrument this 1-1-84 day of January, 1984.

Thelma P. Dunham  
Thelma P. Dunham, Notary Public

My Commission Expires:

Aug 3, 1986

My County of Residence:

Marion

This document prepared by Gregory P. Cafuros, Attorney at Law, 127 N. Pennsylvania Street, Indianapolis, Indiana 46204.

EXHIBIT A

Tracts B, C, D, E, F and G of Bayside Woods, a Subdivision in Marion County, Indiana as per plats thereof recorded August 7, 1981 as Instrument #81-49841 and July 23, 1982 as Instrument #82-39259, and as corrected by Engineer's Certificate recorded as Instrument #82-49058, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

A part of Tract "D" of Bayside Woods the plat of which is recorded as Instrument No. 81-49841 in the Office of the Recorder of Marion County and the Engineers Correction to said plat as recorded as Instrument No. 82-49058 in said Recorders Office, being more particularly described as follows:

Commencing at the Southeast corner of said Bayside Woods; thence, along the South line thereof, South  $89^{\circ}59'32''$  West (Basis of bearing - Record Plat) 546.76 feet to the POINT OF BEGINNING; thence, continuing along said South line South  $89^{\circ}59'32''$  West 238.36 feet; thence North  $00^{\circ}00'28''$  West 1.00 feet to the Southerly line of Behner Crossing at a point of curvature; thence along said Southerly line North  $89^{\circ}59'32''$  East 108.50 feet to the point of curvature of a tangent curve concave Northwesterly, having a central angle of  $71^{\circ}27'57''$  and a radius of 120.00 feet; thence continuing along the Southerly and Easterly line of Behner Crossing Easterly and Northeasterly along said curve an arc distance of 149.68 feet (said arc being subtended by a chord having a bearing of North  $54^{\circ}15'34''$  East and a length of 140.16 feet; thence continuing along the Easterly line of Behner Crossing North  $18^{\circ}31'35''$  East 50.57 feet; thence leaving said Easterly line, South  $00^{\circ}00'28''$  East 130.81 feet to the Point of Beginning, containing 0.102 acres, more or less, subject to highways, rights-of-way and easements.

CROSS REFERENCE COPY

850066415

CERTIFICATE OF CLARIFICATION

RECEIVED FOR RECORD  
BETH OLAURIN IN  
RECORDS - MARION CO.  
AUG 6 1985  
COUNTY AUDITOR  
AUG 6 1985  
17  
(9)

The undersigned, Roger L. Park, Indiana Registered Land Surveyor #S0029, hereby certifies that he is one and the same person who certified the plat of Bayside Woods, a duly recorded addition to the City of Indianapolis per plat thereof recorded August 7, 1981 as Instrument No. 81-49841 in the Office of Recorder, Marion County, Indiana.

Because of the nature of the development and the densities therein, the sanitary sewers serving said platted addition were not specifically described and identified upon the plat but there appeared under the heading "Notes:" upon the face of the plat the following language, to-wit:

"1. The area outside of the buildings shall be an undrained Drainage, Utility and Sewer Easement."

The specific location of the sanitary sewer easement in Bayside Woods is more particularly identified and described in Exhibit A, consisting of seven pages designated Sheet 1 of 7 through Sheet 7 of 7, inclusive, attached hereto and by this reference incorporated herein.

Sheet 1 of 7 in Exhibit A shows the general course of the sanitary sewer from the west to the east boundary of Bayside Woods;

Sheet 2 of 7 in Exhibit A is the specific metes and bounds description measured five feet from each side of a centerline of the sanitary sewer as it traverses Bayside Woods; and

Sheets 3 through 7 in Exhibit A show the specific location of the sanitary sewer in public rights-of-way and along and within the specifically designated lots of Bayside Woods.

This certificate is made for the purpose of designating and clarifying title upon the specific lots in Bayside Woods affected by the existing sanitary sewer line as it is installed, and for the further reason of providing the Department of Public Works of the City of Indianapolis with a specific description of said sewer line as an inducement to cause their acceptance as a part of the public sanitary sewer system of the Consolidated City of Indianapolis, Indiana, acting by and through its Department of Public Works.

The undersigned, Roger L. Park, further acknowledges and certifies that in addition to certifying the original plat of Baywide Woods as above stated, that he is also an officer and director of AmTech Engineering, Inc., who prepared Exhibit A as depicted thereon and the plats and sanitary sewer easements depicted therein are true and correct.

*Roger L. Park, L.S.*  
Roger L. Park, Indiana Registered  
Land Surveyor #S0029

APPROVED THIS 7th  
DAY OF August 1985  
LAWRENCE TOWNSHIP ASSESSOR  
*Paul Ricketts* (36)

FILED  
AUG 1 1985  
LAWRENCE TOWNSHIP  
ASSESSOR

APPROVAL  
METROPOLITAN DEVELOPMENT  
COMMISSION  
DIVISION OF PLANNING & ZONING  
PLAT COMMITTEE  
AUG 6 1985  
*Quayle R. Thomas*  
SUBDIVISION ADMINISTRATOR


RECEIVED FOR RECORD  
BETH OLAURIN IN  
RECORDS - MARION CO.  
AUG 6 1985

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Roger L. Park, who acknowledged the execution of the foregoing Certificate of Clarification, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of April, 1985.

My commission expires:  
April 1, 1986

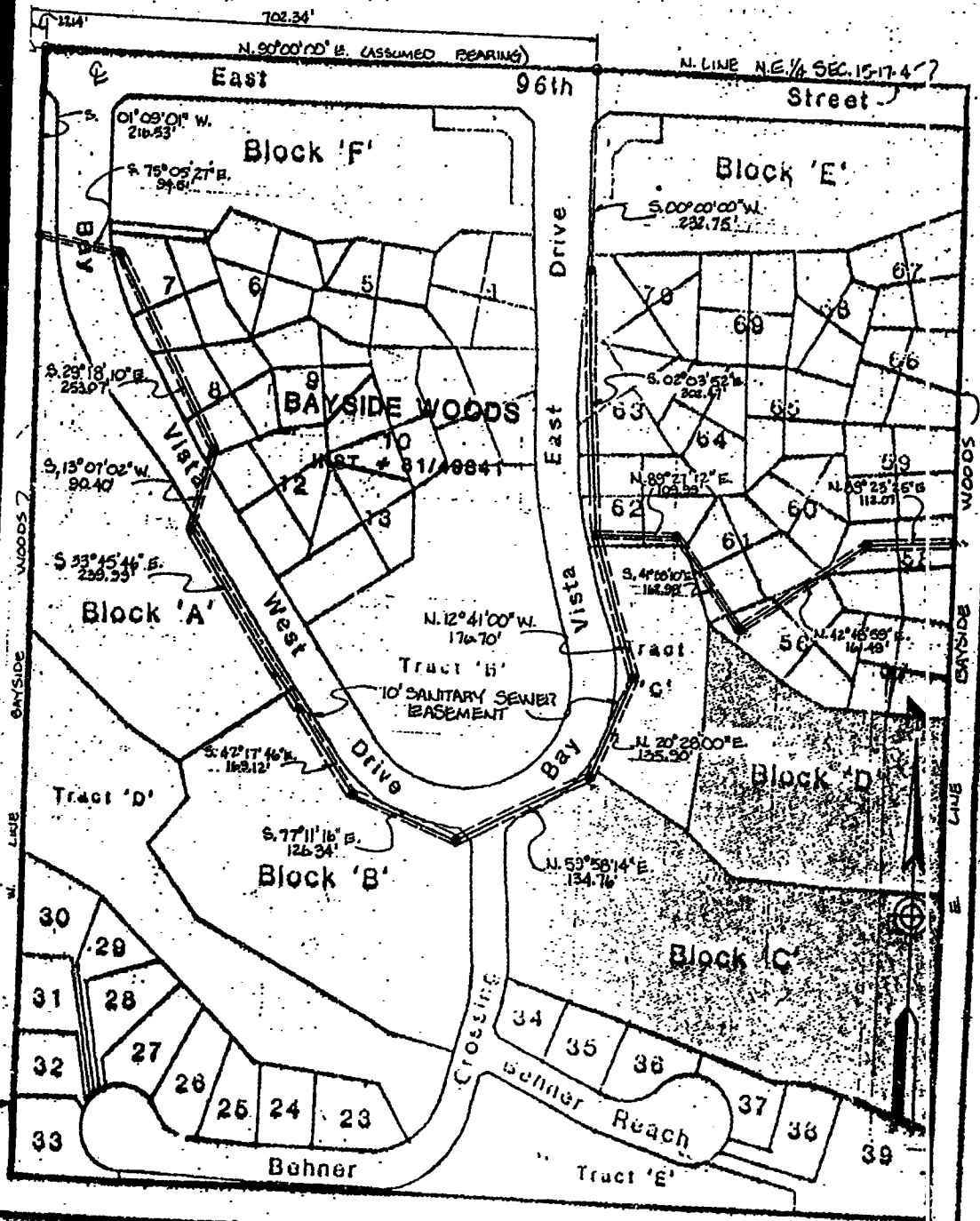
  
\_\_\_\_\_  
Judi A. Lemond, Notary Public  
Residing in Marion County, IN.

code 4/85BAY.1

THIS INSTRUMENT PREPARED BY  
WILLIAM E. LEMOND

85 66415

N.W. COR.  
N.P. 1/4 SEC. 15-17-4



**AmTech Engineering, Inc.**  
 Consulting Engineers & Land Surveyors  
 5950 Madison Ave. P.O. Box 27128  
 Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
 BAYSIDE WOODS

Project No 85111	Scale NONE	Drawn By FLB	Checked By BMW	Date MAR. 28, 1985
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Exhibit A

SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENTS THROUGH BAYSIDE WOODS AS RECORDED IN INSTRUMENT NUMBER 81-49841 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

THE SANITARY SEWER EASEMENT BEING 10 FEET WIDE AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID QUARTER 27.14 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 1° 09' 01" WEST ALONG SAID WEST LINE 216.53 FEET TO THE POINT OF BEGINNING OF SAID SEWER EASEMENT CENTERLINE; THENCE SOUTH 75° 05' 27" EAST, LEAVING SAID WEST LINE 94.51 FEET; THENCE SOUTH 29° 18' 10" EAST, 253.07 FEET; THENCE SOUTH 13° 07' 02" WEST, 90.40 FEET; THENCE SOUTH 33° 45' 46" EAST, 239.99 FEET; THENCE SOUTH 42° 17' 46" EAST, 169.12 FEET; THENCE SOUTH 77° 11' 16" EAST, 126.34 FEET; THENCE NORTH 59° 58' 14" EAST, 134.76 FEET; THENCE NORTH 20° 28' 00" EAST, 135.90 FEET; THENCE NORTH 12° 41' 00" WEST, 176.70 FEET; THENCE NORTH 89° 27' 12" EAST, 109.99 FEET; THENCE SOUTH 41° 38' 10" EAST, 162.99 FEET; THENCE NORTH 42° 48' 59" EAST, 161.49 FEET; THENCE NORTH 89° 23' 25" EAST, 112.07 FEET TO THE EAST LINE OF SAID SUBDIVISION AND THE END OF THE CENTERLINE OF SAID SANITARY SEWER EASEMENT.

SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD

ALSO:

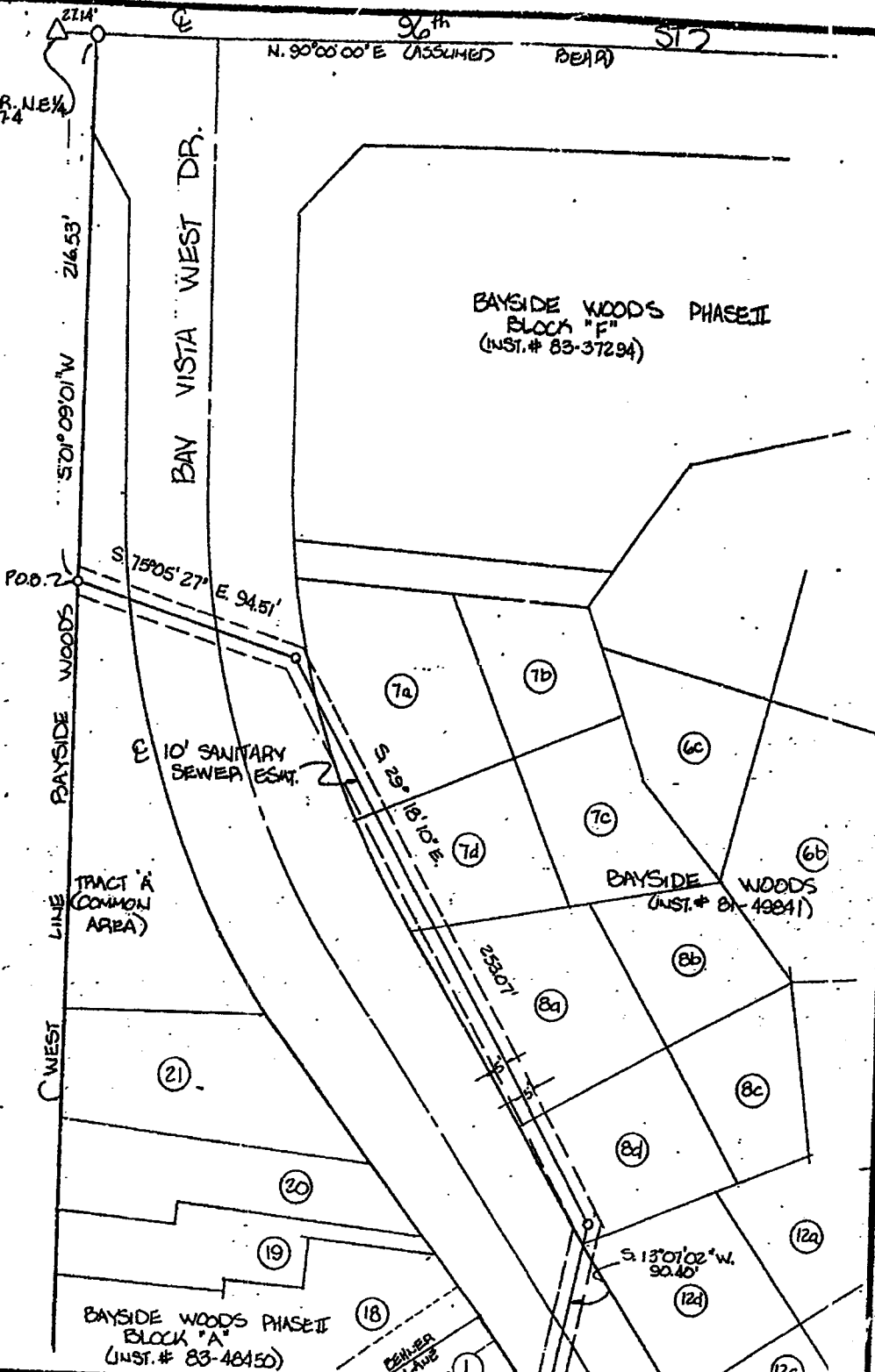
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID QUARTER, 702.34 FEET, THENCE SOUTH 0° 00' 0" WEST 232.75 FEET TO THE POINT OF BEGINNING OF SAID SANITARY SEWER EASEMENT CENTERLINE; THENCE SOUTH 2° 03' 52" EAST, 302.47 FEET TO THE END OF THE CENTERLINE OF SAID SANITARY SEWER EASEMENT.

SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

85 66415

Exhibit A  
Sheet 2 of 7

N.W. COR. N.E. 1/4  
SEC. 15-17-4



# AmTech Engineering, Inc.

Consulting Engineers & Land Surveyors

8350 Madison Ave. P.O. Box 27128

Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
BAYSIDE WOODS

Project No.  
85111

Scale  
1"=50'

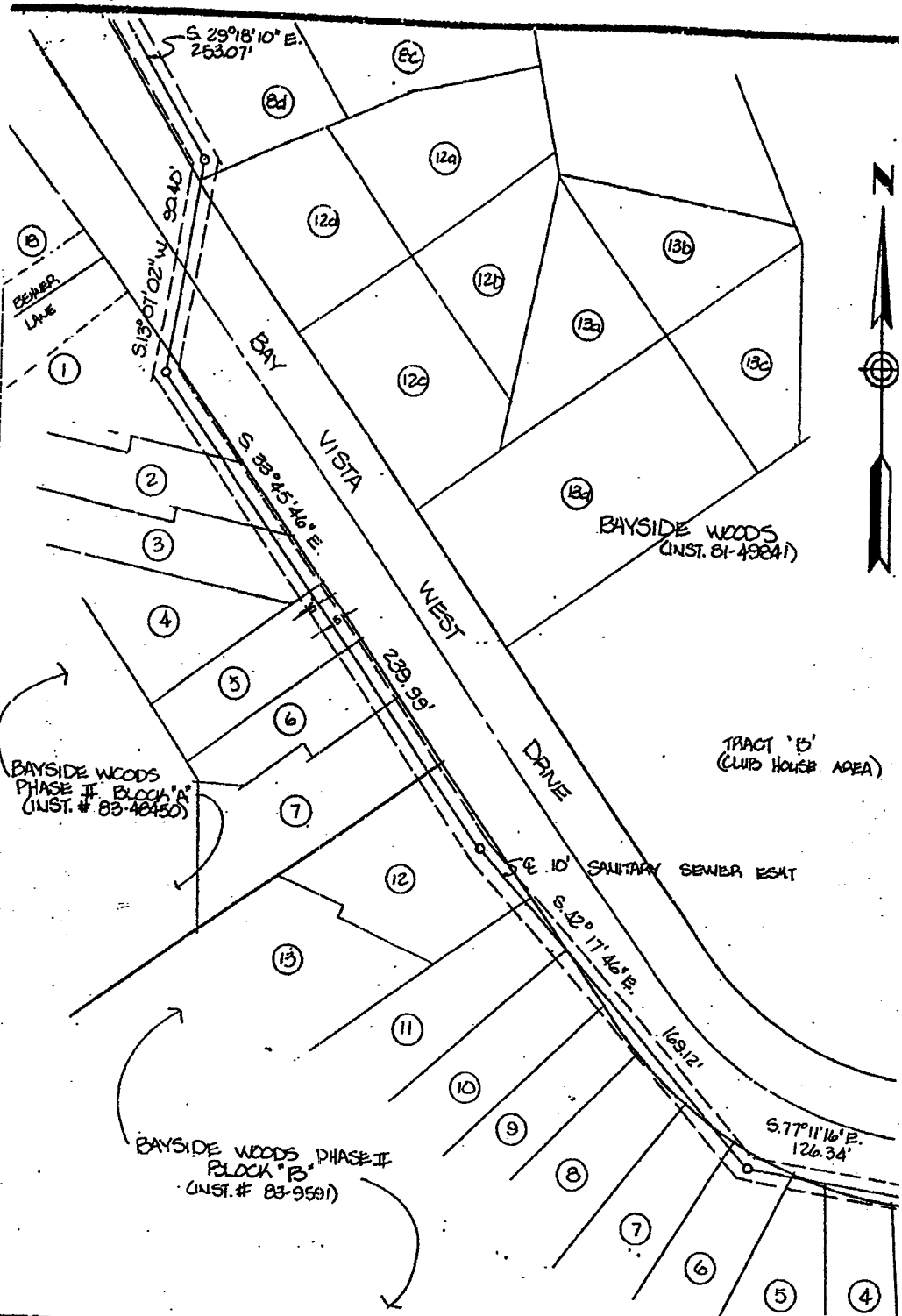
Drawn By  
FLB

Checked By  
JRH

Date  
APRIL 13, 1985

Exhibit A





BAYSIDE WOODS  
PHASE II BLOCK "A"  
(INST. # 83-40450)

BAYSIDE WOODS PHASE II  
BLOCK "B"  
(INST. # 83-9591)

BAYSIDE WOODS  
(INST. 81-49841)

TRACT "B"  
(CLUB HOUSE AREA)

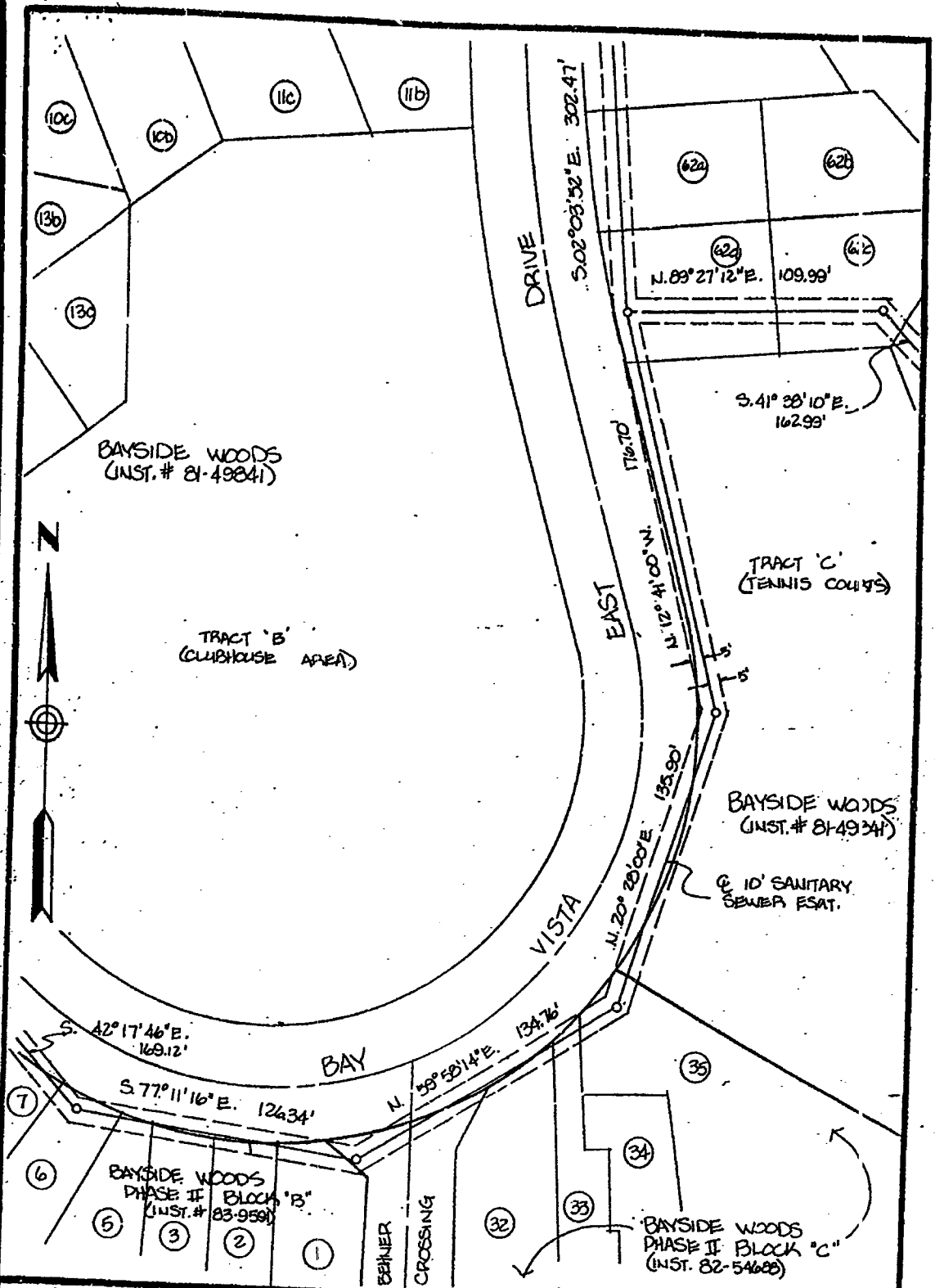
**AmTech Engineering, Inc.**  
Consulting Engineers & Land Surveyors  
5360 Madison Ave. P.O. Box 27128  
Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
BAYSIDE WOODS

Project No. 85111	Scale 1"=50'	Drawn By FLB	Checked By JRH	Date APRIL 13, 1985
----------------------	-----------------	-----------------	-------------------	------------------------

Exhibit A



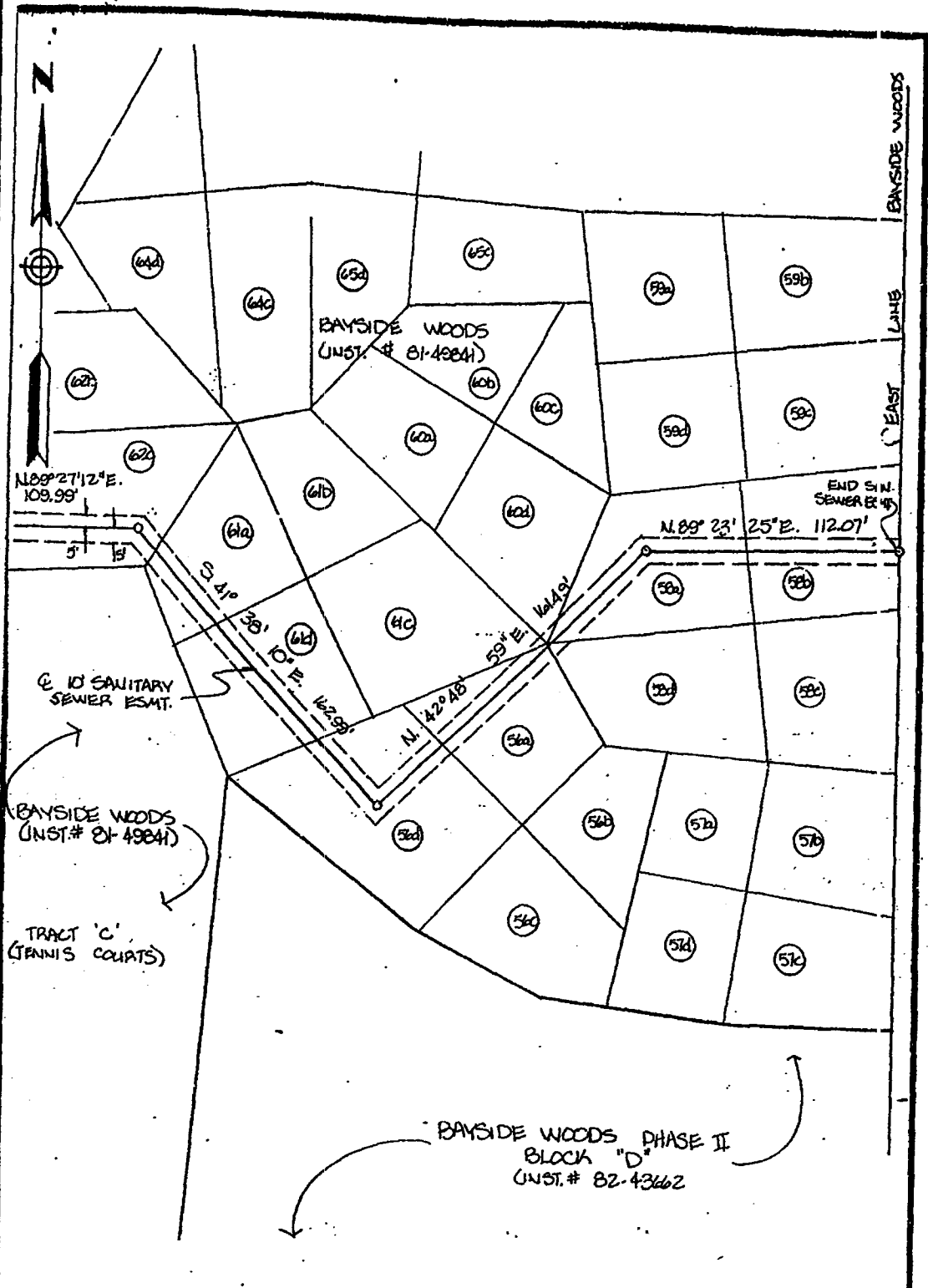
**AmTech Engineering, Inc.**  
 Consulting Engineers & Land Surveyors  
 6350 Madison Ave. P.O. Box 27128  
 Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
 BAYSIDE WOODS

Project No. 85111	Scale 1"=50'	Drawn By FLB	Checked By JRH	Date APRIL 13, 1995
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Exhibit A

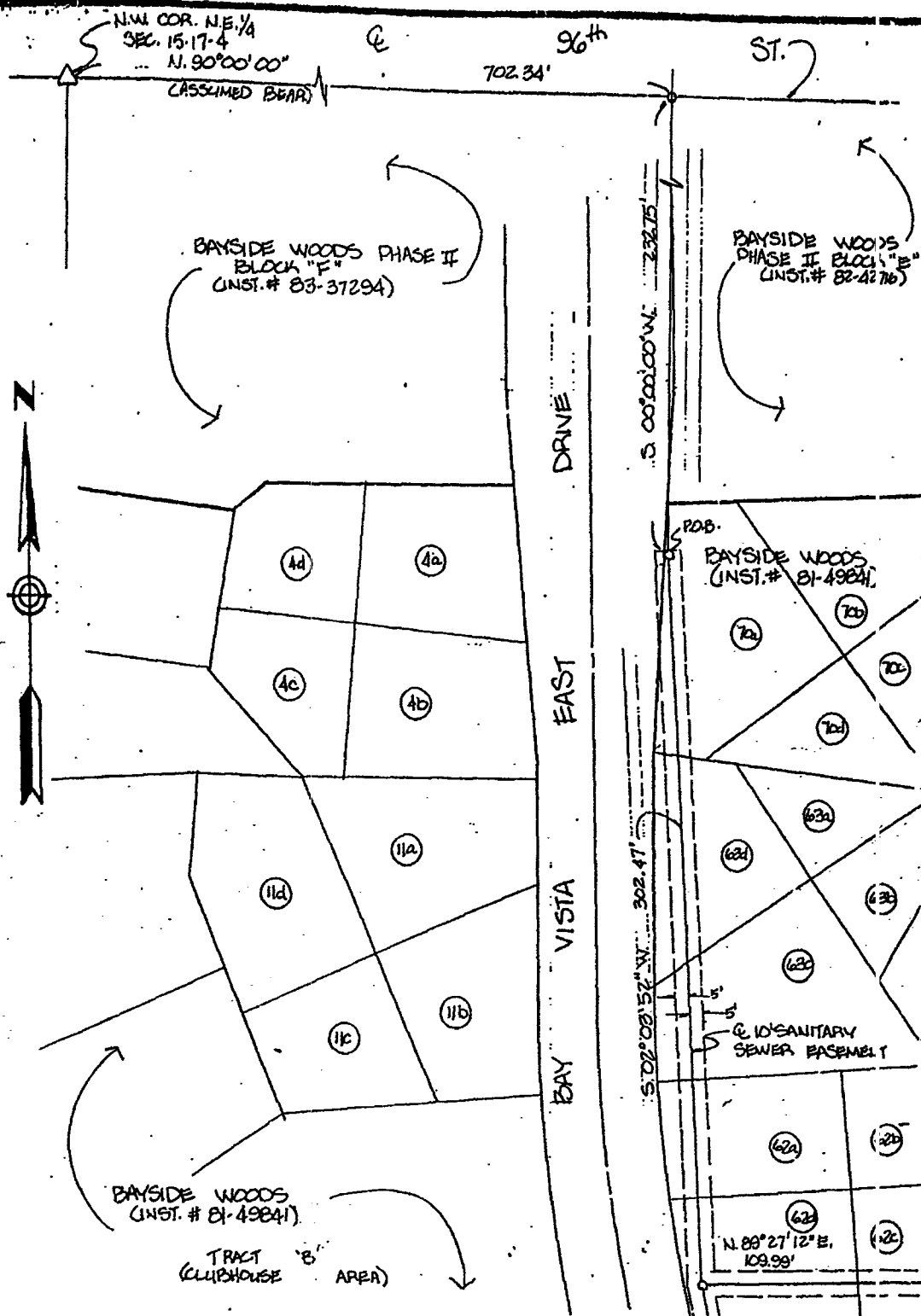


**AmTech Engineering, Inc.**  
 Consulting Engineers & Land Surveyors  
 6360 Madison Ave. P.O.Box 27128  
 Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
 BAYSIDE WOODS

Project No 85111	Scale 1"=50'	Drawn By PLB	Checked By JAH	Date APRIL 13, 1985	Exhibit A
---------------------	-----------------	-----------------	-------------------	------------------------	-----------



**AmTech Engineering, Inc.**  
 Consulting Engineers & Land Surveyors  
 5350 Madison Ave. P.O. Box 27128  
 Indianapolis, Indiana 46227

85 66415

SANITARY SEWER EASEMENT  
 BAYSIDE WOODS

Project No. 85111	Scale 1"=50'	Drawn By FLB	Checked By JPH	Date APRIL 13, 1985	Exhibit A
----------------------	-----------------	-----------------	-------------------	------------------------	-----------

(24)

AMENDED AND RESTATED CODE OF BY-LAWS  
OF BAYSIDE WOODS HOMEOWNERS ASSOCIATION, INC.

These Amended and Restated Code of By-Laws made this 23<sup>rd</sup> day of June, 1994, by the Bayside Woods Homeowners Association, Inc., a Mutual Benefit Not-For-Profit Indiana Corporation (hereinafter known as "the Association"), states the following:

**WITNESSETH THAT:**

WHEREAS, there is presently in full force and effect the following instruments containing various declarations, covenants and restrictions controlling and governing the real estate development commonly known as "Bayside Woods" as follows:

Declaration of Covenants, Conditions and Restrictions of Bayside Woods ("Declaration") duly recorded on August 7, 1981, in the Office of the Recorder, County of Marion, State of Indiana, as Instrument Number 81-49842 and a Code of By-Laws of Bayside Woods ("Original By-Laws") and certain amendments thereto;

WHEREAS, the Association desires to make certain amendments to the Original By-Laws to comply with the provisions of the Indiana Not-For-Profit Corporation Act of 1991;

WHEREAS, the Association further desires to restate its Original By-Laws and incorporate all prior amendments of such By-Laws in one (1) instrument setting forth a current and complete set of such by-laws presently in full force and effect;

WHEREAS, the Declarations and Original By-Laws and amendments thereto are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities contained in such

documents shall apply to and govern the interpretation of these Amended and Restated Code of By-Laws. The definitions and terms as defined and used in the Declaration and the Original By-Laws shall have the same meaning as in these Amended and Restated Code of By-Laws, and reference is specifically made to Article II of the Declaration containing definitions of terms. The provisions of these Amended and Restated Code of By-Laws shall apply to the property and the administration and conduct of the affairs of the Association; and

WHEREAS, pursuant to Article VII of the Original By-Laws, these Amended and Restated Code of By-Laws have been duly passed by the necessary votes of the Membership in a duly constituted meeting called for such purpose;

NOW, WHEREFORE, the Association hereby amends and restates its Code of By-Laws as follows:

ARTICLE I

Identification

Section 1.     Name.     The name of the corporation is "Bayside Woods Homeowners Association, Inc." (hereinafter referred to as the "Association").

Section 2.     Principal Office and Resident Agent.     The post office address of the principal office of the Association is 9430 Bay Vista East Drive, Indianapolis, Indiana 46250, and the name and post office address of its Resident Agent in charge of such office is Rogers' Property Management, 9430 Bay Vista East Drive, Indianapolis, Indiana 46250.

Section 1. Fiscal Year. The fiscal year of the Association shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

## ARTICLE II

### Association Members

Section 1. Membership. Every Owner, as defined in the Declaration shall be a member of the Association. Each Owner shall be entitled to one (1) vote for each Lot owned.

Section 2. Place of Meeting. All meetings of members of the Association shall be held at such place within Marion County, Indiana as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of the members shall be held on the second Tuesday in October of each year if such day is not a legal holiday, or, if a legal holiday, then on the next succeeding business day which is not a legal holiday.

Section 4. Special Meetings. A special meeting of the members of the Association may be called by resolution or petition as follows:

- (a) Upon resolution by the Association's President;
- (b) Upon resolution by the Board of Directors; or
- (c) Upon written petition signed and dated by at least ten percent (10%) of all Owners. The close of business on the thirtieth (30th) day before delivery of the demand for a special

meeting to a corporate officer is the record date for the purpose of determining if the ten percent (10%) requirement of this section has been met.

The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting, except as stated in the petition or resolution.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which such meeting is called shall be delivered or mailed by the Secretary of the Association to each member of record of the Association entitled to vote at the meeting, at such address as appears upon the records of the Association, at least ten (10) days before the date of the meeting. Notice of such meeting to Owners may be made as part of the Association's newsletter, magazine, or other publication regularly mailed to Owners. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. If an annual, a regular, or a special meeting of the Owners of the Association is adjourned to a different date, time, or place, notice is not required to be given of the new date, time,



or place if the new date, time, or place is announced at the meeting before adjournment.

Section 6. Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the members. Such person shall be known as a "Voting Member". Such Voting Member may be the Owner of one of the group composed of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his, her, or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as Voting Member, either in person or by proxy.

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Association, each Voting Member shall be permitted to cast the number of votes to which he or she is entitled, as hereinabove set forth, for each Director of the Association to be elected at such meeting.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members consisting of one-fifth (1/5) of the total votes shall constitute a quorum. Unless otherwise expressly

provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of the Voting Members, the Secretary shall prepare or cause to be prepared a complete list of the Voting Members of the Association entitled to vote at such meeting arranged in alphabetical order with the address of the Association and shall be subject to inspection by any record Voting Member. The original of duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists, or to vote at such meeting.

Section 8. Action Taken Without Meeting; Approval of Action by Members Holding Eighty Percent (80%) of Votes Entitled to be Cast. Action required or permitted to be approved by the members may be taken without a meeting of members if the action is approved by members holding at least eighty percent (80%) of the votes entitled to be cast on the action. The action must be evidenced by at least one (1) written consent describing the action taken that meets the following conditions:

(1) Is signed by the members representing at least eighty percent (80%) of the votes entitled to be cast on the action; or

(2) Is delivered to the corporation for inclusion in the minutes or filing with the Association's records.

Requests for written consents must be delivered to all members.

The record date for determining members entitled to take action without a meeting is the date that the first member signs the consent under this Section.

A consent signed under this Section:

(1) has the effect of a meeting vote; and

(2) may be described as such in any document.

Action taken under this Section is effective when the last member necessary to meet the eighty percent (80%) requirement signs the consent unless a prior or subsequent effective date is specified in the consent.

#### ARTICLE III

##### Board of Directors

###### Section 1. Number, Term of Office and Qualifications.

The Board of Directors shall consist of seven (7) members, each of whom must maintain his or her principal residence on a Lot. Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. Directors shall be elected by the Voting Members holding a majority of the total votes. Directors shall be elected by the Voting Members at their annual meeting and shall hold office for a

term of two (2) years commencing the first day of January following their election to the Board, or until their successors have been duly elected and qualified. The terms of three (3) Directors shall expire in each even-numbered calendar year and the terms of four (4) Directors shall expire in each odd-numbered calendar year. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his or her place on the Board shall be deemed vacant.

Section 2. Vacancies. Vacancies occurring in the membership of the Board of Directors caused by resignation, death, or other incapacity, or increase in the number of members of the Board shall be filled by a majority vote of the remaining members of the Board, and each member so elected shall serve the remainder of the unexpired term or until his or her successor shall have been duly elected and qualified. Notice specifying any increase in the number of members of the Board, and the name, address and principal occupation of and other pertinent information about any member elected to fill any vacancy shall be given in the next mailing sent or as part of the Association's newsletter, magazine, or publication regularly mailed, to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by two (2) or more members of the Board, at any place within or without the State of Indiana, upon twenty-four (24) hours' notice specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting in writing. Attendance by a member at any meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for the transaction of any business, except for filling of vacancies in the Board of Directors which shall require action by a majority of the remaining members of the Board. Any act of the majority of the members of the Board present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the members present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all the members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board.

Section 9. Powers of the Board of Directors. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 10. Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate

states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) purchase a master casualty policy affording fire and extended coverage in an amount consonant with the full replacement value of the improvement that in whole or in part comprise the Common Areas, facilities and maintenance of Dwellings, paid as part of the common expenses. The Board of Directors, in behalf of the Owners through the Association of Owners, shall also purchase a master liability policy in an amount required by the By-Laws or revised from time to time by a decision of the Board of Directors, which policy shall cover the Association of Owners, the executive organ, if any, the managing agent, if any, all persons acting on who may come to act as agents or employees of any of the foregoing with respect of the Properties, all Owners and all other persons entitled to occupy any Dwelling or other portions of the Properties. Such other policies as may be required in the interest of the Owners and the Association may be obtained by the Board of Directors for the Association, including, without limitation workmen's compensation insurance, liability insurance on motor vehicles owned by the Association, and specialized policies covering lands or improvements on which the Association has or shares ownership or other rights and officers' and directors' liability policies.

Section 11. Removal of Director. The voting members may remove a director elected by the membership with or without cause. A director may be removed only if the number of votes cast to



remove the director would be sufficient to elect the director at a meeting to elect directors.

A director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal.

A director elected by members may be removed by the members only at a meeting called for the purpose of removing the director. The meeting notice must state that the purpose of the meeting is the removal of the director.

An entire board of directors may be removed under the Section.

Section 12. Duties; Reliance on Statements of and Information Given by Others; Conditions for Liability; Director not Trustee. A director shall, based on facts then known to the director, discharge duties as a director, including the director's duties as a member of a committee, as follows:

- (1) In good faith.
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- (3) In a manner the director reasonably believes to be in the best interests of the Association.

In discharging the director's duties, a director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one(1) of the following:

(1) An officer or employee of the Association whom the director reasonably believes to be reliable and competent in the matters presented.

(2) Legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence.

(3) A committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

A director is not acting in good faith if the director has knowledge concerning a matter in question that makes reliance otherwise permitted by this Section unwarranted.

A director is not liable for an action taken as a director, or failure to take an action, unless the following conditions exist:

(1) The director has breached or failed to perform the duties of the director's office in compliance with this Section.

(2) The breach or failure to perform constitutes willful misconduct or recklessness.

A director is not considered to be a trustee with respect to the Association or with respect to any property held or administered by the Association, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 13. Grounds for Indemnification. If an individual is made a party to a proceeding because the individual is or was a director, the Association may indemnify the individual against liability incurred in the proceeding if:

(1) the individual's conduct was in good faith; and

(2) the individual reasonably believed:

(A) in the case of conduct in the individual's official capacity with the Association that the individual's conduct was in the Association's best interests; and

(B) in all other cases, that the individual's conduct was at least not opposed to the Association's best interests; and

(3) in the case of any criminal proceeding, the individual:

(A) had reasonable cause to believe the individual's conduct was lawful; or

(B) had no reasonable cause to believe the individual's conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not determinative that a director did not meet the standard of conduct described in this Section.

Section 14. Director Wholly Successful in Defense of Proceeding. The Association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of a proceeding to which the director was a party, because the director is or was a director of the Association, against reasonable expenses actually incurred by the director in connection with the proceeding.

Section 15 Reasonable Expense Payments in Advance of Final Disposition. The Association may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding

in advance of final disposition of the proceeding if the following occur:

(1) The director furnishes the Association a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 12.

(2) The director furnishes a written undertaking, executed personally or on the director's behalf, to repay an advance if it is ultimately determined that the director did not meet the standard of conduct.

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section.

The undertaking required by this Section:

- (1) must be an unlimited general obligation of the director;
- (2) is not required to be secured; and
- (3) may be accepted without reference to financial ability to make repayment.

Determinations and authorizations of payments under this Section shall be made in the manner specified in Section 17.

Section 16. Application to Court; Grounds for Ordering Indemnification. A director of the Association who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. The Association shall then comply with all terms of any court order, entry, or other instructions related to indemnification.

Section 17. Authorization of Indemnification: Evaluation as to Reasonableness of Expenses: Procedures of Board of Directors.

The Association may not indemnify a director under Section 12 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 12.

The determination shall be made by one (1) of the following procedures:

(1) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding.

(2) If a quorum cannot be obtained by majority vote of a committee designated by the Board of Directors consisting solely of at least two (2) directors not at the time parties to the proceeding. Directors who are parties may participate in the designation.

By special legal counsel:

(a) selected by the Board of Directors or a committee of the Board of Directors in the manner prescribed in subdivision (1) or (2); or

(b) if a quorum of the Board of Directors cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by majority vote of the full Board of Directors. Directors who are parties may participate in the selection.

(3) By the members. However, membership votes under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness of expenses shall be made by those entitled.

Section 18. Loans to and Guarantees of Obligations of Directors. The Association may not:

- (1) lend money to; or
- (2) guarantee the obligation of a director or an officer of the Association.

A loan or guaranty that is made in violation of this Section does not affect the borrower's liability on the loan.

#### ARTICLE IV

##### Officers

Section 1. Number of Officers. The officers of the Association shall consist of a President, a Secretary, a Treasurer and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. The President shall be chosen from among the members of the Board. Officers shall serve without compensation unless such compensation is

approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting of the Board. Officers shall serve for a term of two (2) years commencing the first day of January following their election to office or until their successors shall have been duly elected and qualified or until their death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not to itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the first day of January following the next annual meeting of the Board or until his or her successor is duly elected and qualified.

Section 4. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Voting Members and of the Board of Directors; shall have affairs and business of the Association, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Association;

shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies in behalf of the Association, to execute, with the Secretary, powers of attorney appointment other associations, corporations, partnerships, or individuals the agent of the Association, all subject to the provisions of the laws of the State of Indiana, the Declaration and these Code of By-Laws.

Section 5.     Secretary.     The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these By-Laws or required by law; shall record all votes and the minutes of all proceedings of the meetings to be kept for that purpose; shall be custodian of the records of the Association; and, in general, shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6.     Treasurer.     The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Association; shall be the custodian of the Association Funds; shall immediately deposit, in the name and to the credit of the Association, all monies and other valuable effects of the Association in such depositories as may be designated by the Board of Directors; shall disburse the funds of



the Association as may be ordered by the Board or by the President; and in general shall exercise all powers, perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him by the Board or by the President.

Section 7. Indemnification of Officers, Employees and Agents. An officer of the Association, whether or not a director is entitled to:

- (1) mandatory indemnification under Article III, Section 14 and
- (2) apply for court ordered indemnification under Article III, Section 16, in each case.

To the same extent as a director:

The Association may indemnify and advance expenses to an officer, employee, or agent of the Association whether or not a director, to the same extent as to a director; and

The Association may indemnify and advance expenses to an officer, employee, or agent, whether or not a director, to the extent and consistent with public policy that may be provided by general or specific action of the Association's Board of Directors or contract.

#### ARTICLE V

##### Books and Records

Section 1. Books and Records, in General. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Properties" and

defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Properties and other expense incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his or her account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Association, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

#### ARTICLE VI

##### Execution of Instruments

Section 1. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association shall be signed or endorsed by such officer or officers, employee or employees of the Association as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed

by the Board or required by law, by the President and attested by the Secretary.

#### ARTICLE VII

##### Amendments and Definitions

Section 1. Amendments. These By-Laws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the By-Laws are to be amended, altered or repealed or if all of the members of the Board of Directors at the time are present at said meeting.

Section 2. Definitions. The terms used in these By-Laws shall have the same meaning as the same terms as defined and used in the Declaration.

#### ARTICLE VIII

##### The Indiana Not-For-Profit Corporation Act of 1971

The provisions of the Indiana Not-For-Profit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.

#### ARTICLE IX

##### Suspension of an Owner's Privileges for Use and Enjoyment of Amenities

Section 9.1. Board of Director's Right to Suspend Privileges. Each Owner of a dwelling unit is a member of the Association. Membership in the Association confers upon each Owner certain rights for the use and enjoyment of Common Areas and

amenities, including but not limited to, privileges for the use and enjoyment of the clubhouse, tennis courts and pool facilities.

If an Owner fails to abide by and comply with all terms and conditions of the Association's By-Laws, Declaration and other duly promulgated rules and regulations, as now existing or as amended hereafter, the Board of Directors may suspend any Owner's rights to the use and enjoyment of the Common Areas and amenities owned and maintained by the Association.

Section 9.2. Suspension Procedures. Prior to the suspension of any Owner's right; for the use and enjoyment, the Board of Directors shall comply with the following procedures:

1. At least fifteen (15) days prior to any suspension, the Board of Directors shall provide written notice to the Owner of the Board of Director's intent to suspend the Owner's rights for the use and enjoyment to the Common Areas and amenities. Such written notice shall specifically set forth the reason(s) of the violation(s) causing the suspension, and shall further explain the nature and duration of the suspension of the rights for use and enjoyment. Such written notice shall be given by mail to the Owner by first class or certified mail sent to the last address of the Owner shown on the Association's records.

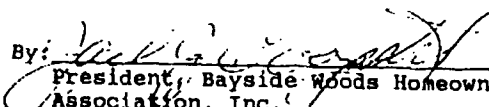
2. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, not less than five (5) days before the effective date of the suspension proposed by the Board of Directors for the purpose to permit an Owner to explain why the suspension should not take place.

3. A proceeding challenging a suspension to the use and enjoyment, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the suspension.

Section 9.2. Remaining Liability for Assessments. An Owner who has been suspended under these sections is still obligated and responsible for payment of all assessments and other sums due and owing to the Association for past, current and future amounts.

IN WITNESS WHEREOF, the undersigned have caused this Amended and Restated Code of By-Laws to be executed the day and year first above written.

BAYSIDE WOODS HOMEOWNERS ASSOCIATION, INC.,  
A NOT-FOR-PROFIT INDIANA CORPORATION

By:   
President, Bayside Woods Homeowners  
Association, Inc.

Jack J. Coupslick

ATTEST:

  
Secretary, Bayside Woods Homeowners  
Association, Inc.

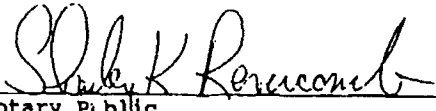
Virginia M.D. Brunner

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for  
said County and State, this 23<sup>rd</sup> day of June,  
1994.

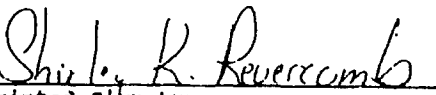
My Commission Expires:

11.25.94

  
Notary Public

County of Residence:

Bow

  
Printed Signature

This instrument prepared by Gary Dilk, Buschmann Carr &  
Shanks, P.C., 1020 Market Tower, Ten West Market Street,  
Indianapolis, Indiana 46204. Telephone: 317/636-5511.

**PARKING AND TRAFFIC  
RULES AND REGULATIONS OF  
BAYSIDE WOODS**

(5)

These Parking and Traffic Rules and Regulations of Bayside Woods, were executed and approved this 15<sup>th</sup> day of July, 1997, as follows:

**RECITALS**

WHEREAS, there is presently in full force and effect the following instruments containing various declarations, covenants and restrictions controlling and governing the real estate subdivision commonly known as Bayside Woods, which real estate is located in Marion County, Indiana:

Declaration of Covenants, Conditions and Restrictions of Bayside Woods, recorded August 7, 1981, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 81-49842 ("Declaration") and the Subdivision Plat of Bayside Woods ("Plat"), recorded on August 7, 1981, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 81-49841; and an Amended and Restated Code of By-Laws of Bayside Woods Homeowners Association, Inc. executed on June 23, 1984 and recorded on July 29, 1994, as Instrument No. 1994-0117152 in the Office of the Recorder of Marion County, Indiana ("By-Laws"); and

WHEREAS, in 1981, the Bayside Woods Homeowners Association, Inc. ("Association") was duly organized and incorporated as an Indiana not-for-profit corporation; and

WHEREAS, Article III, Section 9, of the By-Laws provides that the Board of Directors may adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

08/26/97 11:03AM JOAN N. ROMERIL MARION CTY RECORDER CRG 18.00 PAGES: 5

Inst # 1997-0117398

WHEREAS, pursuant to Article III, Section 9, of the By-Laws, these Parking and Traffic Rules and Regulations have been duly passed by the necessary votes of the Board of Directors in a duly constituted meeting called for such purpose;

NOW, THEREFORE, the Association hereby adopts and passes these Parking and Traffic Rules and Regulations:

(a) No boats, campers, trailers of any kind, buses, mobil homes, trucks or any other unconventional vehicle of any description, shall be permitted, parked or stored anywhere within the property; provided, however, that nothing herein shall prevent the parking or storing of such vehicles completely enclosed within a garage.

(b) Only motor vehicles currently licensed as passenger cars and light-weight pick-up trucks (such as Ford Rangers and Chevrolet S-10) small enough to fit in a homeowner's garage are permitted to be parked anywhere outside of the garage area in driveways or other appropriately designated parking areas.

(c) Motorcycles are to follow the same rules as passenger cars. Never are motorcycles to be driven on sidewalks, in the yard area, started up in garages, parked on porches or permitted to create excessive engine noise.

(d) No motorbikes, go-carts or other unlicensed motor vehicles shall be ridden within Bayside Woods.

(e) Major repairs to a vehicle are prohibited in Bayside Woods. Minor repairs or maintenance may be performed only within the homeowner's garage.

(f) Driving, parking or washing a motor vehicle in the grass area of Bayside Woods is prohibited. Washing a vehicle is permitted while the vehicle is parked in a homeowner's driveway.

(g) No junk or disabled vehicles shall be parked or stored in Bayside Woods.

(h) Parking will not be permitted in any fire lanes, designated no parking areas, in front of fire hydrants, yellow curb zones, mailboxes or clubhouse parking area (unless you are using the clubhouse) or on any grassy area within Bayside Woods, or in any area that would block a lane of traffic or in any area that prevents a resident from freely entering or exiting from a driveway.



(i) Homeowners possessing units constructed with a two-car garage may park two vehicles in their garage and also park two vehicles outside in their driveway side-by-side butted up as near to their garage door as possible. Homeowners possessing units constructed with a one-car garage may park one vehicle in their garage and also park one vehicle outside in their driveway butted up against their garage as near as possible. No vehicles are allowed to be parked one behind the other in any driveway. Such method of parking may unduly block another homeowner's driveway and/or otherwise create traffic problems, and shall subject the violator to fines and the towing of such vehicle as provided in these Rules and Regulations.

(j) The Association assumes no responsibility for damage done to any motor vehicle parked in Bayside Woods.

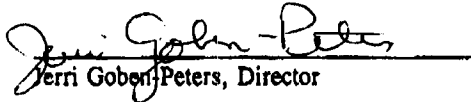
(k) Violation of any of the parking rules or regulations may result in the motor vehicle being towed from the premises at the expense of the owner upon occurrence of the first offense. Vehicles shall be towed from the property upon and after the second offense. Violators further shall be cited and issued a fine of \$50.00 payable to the Association per violation. Such \$50.00 fine shall be charged each day as long as the violation is not remedied. The Board of Directors may modify the daily fine amount from time to time in the future as may be appropriate.

  
Jack Coapstick, Director

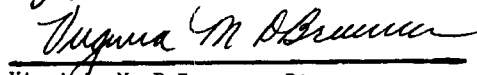
  
Donald Hale, Director

  
William Jacobson, Director

  
Clark Ketchum, Director

  
Terri Goben-Peters, Director

  
James Irwin, Director

  
Virginia M. DeBrunner, Director

This instrument prepared by:  
Gary Dilk (#4750-49)  
BUSCHMANN, CARR & SHANKS, P.C.  
1020 Market Tower  
Ten West Market Street  
Indianapolis, IN 46204



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

On this 15th day of July, 1997, Jack Coapstick, Donald Hale, William Jacobson, Clark Ketchum, Jerri Goben-Peters, James Irwin and Virginia M. DeBrunner, personally appeared before me, a Notary Public in and for said County and State, and subscribed and swore to the truth of the facts stated herein.

My Commission Expires:

August 18, 2000

County of Residence:

Marion

Yvonne R. Rogers  
Notary Public

Yvonne R. Rogers  
Printed

(14)

**RENTAL  
RULES AND REGULATIONS  
OF  
BAYSIDE WOODS**

These Rental Rules and Regulations of Bayside Woods, were executed and approved by the Board of Directors this 23<sup>rd</sup> day of November, 1998 as follows:

**RECITALS**

WHEREAS, there is presently in full force and effect the following instruments containing various declarations, covenants and restrictions controlling and governing the real estate subdivision commonly known as Bayside Woods, which real estate is located in Marion County, Indiana:

Declaration of Covenants, Conditions and Restrictions of Bayside Woods, recorded August 7, 1981, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 81-49842 ("Declaration") and the Subdivision Plat of Bayside Woods ("Plat"), recorded on August 7, 1981, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 81-49841; and an Amended and Restated Code of By-Laws of Bayside Woods Homeowners Association, Inc. executed on June 23, 1984 and recorded on July 29, 1994, as Instrument No. 1994-0117152 in the Office of the Recorder of Marion County, Indiana ("By-Laws"); and

WHEREAS, in 1981, the Bayside Woods Homeowners Association, Inc. ("Association") was duly organized and incorporated as an Indiana not-for-profit corporation; and

WHEREAS, Article III, Section 9(c), of the By-Laws provides that the Board of Directors may exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;

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Inst # 1998-0225760

WHEREAS, pursuant to Article III, Section 9, of the By-Laws, these Parking and Traffic Rules and Regulations have been duly passed by the necessary votes of the Board of Directors in a duly constituted meeting called for such purpose; and

NOW, THEREFORE, the Association, through its Board of Directors, hereby adopts and passes these Rental Rules and Regulations as follows:

Restriction on Rental

Guidelines and Rules for the Rental of Lots ("Dwelling Units"): All Dwelling Units shall be leased by any Owner subject to strict and complete compliance with the following guidelines, rules and requirements.

(i) Notice of Intention to Lease Dwelling Unit and Application to Board. No Owner shall lease a Dwelling Unit or enter into any other rental or letting arrangement for a Dwelling Unit without the prior written consent of the Board of Directors. Any Owner desiring to enter into a lease shall make written application to the Board of Directors addressed to the current President of the Association stating the date on which the Dwelling Unit will be available to rent. Within ten (10) business days following the receipt of the notification, the Board of Directors shall issue its written response to the Owner of said Dwelling Unit whether rental of it is permissible.

(ii) Maintenance of Character of Community as Owner-Occupied. It is the intentions and desires of the Association and the Owners to substantially maintain the character of the Bayside Woods as an owner-occupied residential community. To maintain such character, the following rules shall be strictly enforced and applied.

Eighty-eight percent (88%) of the total number of Dwelling Units shall remain as the principal place of residence for owner-occupied Dwelling Units. Only twelve percent (12%) of the total number of Dwelling Units may be rented at any time.

The Board of Directors shall not accept or approve any application for a lease if such application would result in the Association not maintaining the ratio of Eighty-eight percent (88%) of the total of all Dwelling Units being the principal place of residence for owner-occupied Dwelling Units, except upon conditions set forth in subsection (iii).

(iii) The Board of Directors has the authority to approve the rental of a Dwelling Unit in excess of the specified limitation set forth in subsection (ii) only in special, extraordinary and unusual circumstances creating or causing an undue hardship upon the Owner of such Dwelling Unit. The Board of Director's discretion and decision to approve or deny any such rental of a Dwelling Unit shall be final and conclusive.

(iv) Required Terms of Lease. All leases shall be in writing and no lease shall be entered into for a term of less than one (1) year. All leases shall specify that the Dwelling Unit shall be used exclusively for residential purposes and no Dwelling Unit may be divided or subdivided into smaller units or any portion thereof sold, leased, sublet or otherwise transferred. Leases may not be assigned and no Dwelling Unit may be subleased. No Dwelling Unit shall be rented for transient or hotel purposes. All leases shall contain adequate provisions to require that the lessee shall comply with all the terms and conditions of Declaration and the By-Laws, and amendments thereto, of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the

Association. Each lease further shall provide for direct action by the Association against the lessee to required compliance with all rules and regulations governing the Bayside Woods, with or without joinder of the Owner, at the Association's option.

(v) Notice of Identity of Renters. Prior to any renter taking possession of a Dwelling Unit, the Owner shall provide to the Board of Directors the name of the leaseholder and/or principal resident of such Unit. Any changes in the occupants residing in the Dwelling Unit shall be immediately reported to the Board of Directors by the Owner.

(vi) Notification of Rules and Regulations to Renters by Owner. It shall be the responsibility and duty of an Owner to fully and completely inform all renters of the existence of the Declaration, By-Laws, and all rules and regulations and all amendments thereto, governing Bayside Woods. An Owner shall provide copies of the Declaration, By-Laws, and/or rules and regulations and all amendments thereto, to all renters prior to any execution of a lease.

(vii) Owners's Liability for Assessments. All Owners shall remain responsible for all assessments levied by the Association during the term of any lease, pursuant to the terms of the Declaration and the By-Laws, and all amendments thereto.

(viii) Owner Not Released from Liability and Association's Remedies. No lease shall provide, or be interpreted or construed to provide, for the release of an Owner from the responsibility to the Association for compliance with the provisions of the Declaration, the By-Laws and/or any rules and regulations and all amendments thereto, of the Association, or from an Owner's personal liability to the Association for assessments.

In the event a renter fails to comply with the provisions of the Declaration, the By-Laws and/or any rules and regulations, and all amendments thereto, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within three (3) days after such notice. If such violation(s) is not remedied within said three (3) day period, the Board of Directors may start assessing fines or take other actions against the Owner. In the event an Owner fails to fulfill the foregoing obligation, then the Board of Directors shall have the right, but not the duty, either to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal and attorney's fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Dwelling Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of assessments.

(ix) Association Reserves Right to Void Lease for Cause. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Amendment shall be voidable at the election of the Association or any other party having the right to enforce these provisions, except that neither party to such lease may assert the provision of this Amendment to avoid obligations thereunder.

#### ACCEPTANCE AND RATIFICATION

The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these Rules and Regulations, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles of Incorporation and all amendments thereto, and any rules or regulations adopted pursuant to



said documents, and all such provisions shall be covenants running with the land and shall bind any person or entity having at any time any interest or estate in a Lot within Bayside Woods as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

IN WITNESS THEREOF, these Rental Rules and Regulations were duly passed and approved as of the date first written herein.

BAYSIDE WOODS HOMEOWNERS ASSOCIATION, INC.

By: *Jack J. Capstick*  
Director  
JACK J. CAPSTICK  
Printed

By: *William H. Jacobson*  
Director  
WILLIAM H. JACOBSON  
Printed

By: *Donald R. Hale*  
Director  
DONALD R. HALE  
Printed

By: *Clark Ketchum*  
Director  
CLARK KETCHUM  
Printed

By: *James H. Irwin*  
Director  
JAMES H. IRWIN  
Printed

By: *Marish Julius*  
Director  
MARISH JULIUS  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared Jack J Capstick, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendment to the Declaration.

My Commission Expires:

11-25-06

Shirley K. Revercomb  
Notary Public

Shirley K. Revercomb  
Printed

Residing in Boone  
County, Indiana

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared Donald R Hale, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendments to the Declaration.

My Commission Expires:

11-25-06

My County of Residence:

Boone

Shirley K. Revercomb  
Notary Public

Shirley K. Revercomb  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared James H. Irwin, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendment to the Declaration.

My Commission Expires:

11-25-06

Shirley K. Revercomb  
Notary Public

Shirley K. Revercomb  
Printed

Residing in Boone  
County, Indiana

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared Mariah Julio, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendments to the Declaration.

My Commission Expires:

11-25-06

My County of Residence:

Boone

Shirley K. Revercomb  
Notary Public

Shirley K. Revercomb  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared William H. Jacobson, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendment to the Declaration.

My Commission Expires:  
11-25-06

Shirley K. Revercomb  
Notary Public  
Shirley K. Revercomb  
Printed  
Residing in Boone  
County, Indiana

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of November, 1998, personally appeared Clark Ketchum, a Director of Bayside Woods Homeowners, Inc., who acknowledged execution of the foregoing Amendments to the Declaration.

My Commission Expires:  
11-25-06

My County of Residence:  
Boone

Shirley K. Revercomb  
Notary Public  
Shirley K. Revercomb  
Printed

This instrument prepared by Gary Dilk,  
BUSCHMANN, CARR & SHANKS, P.C., 1020 Market Tower,  
Ten West Market Street, Indianapolis, Indiana 46204-2963.