

THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

This subdivision shall be known and designated as BAY COLONY, an addition in Marion County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned, owners hereby adopt and establish the following protective covenants, each and all enuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same each grantor and their heirs and/or assigns.

1. STREETS: The area designated as access easement on this plat is hereby subjected to an access easement for the benefit of the owners of lots 1 through 35, their tenants, invitees, emergency vehicles and legitimate need for use of the streets existing within this access easement. The term "access easement" is to be liberally construed but it is intended that streets shall be private streets and not for public use.

The owners of lots 1 through 35 shall maintain the streets in a clean, safe, repaired and sanitary condition at all times and each owner shall bear 1/35 of the cost thereof. Such maintenance shall include, but not be limited to repair, resurfacing and reconstruction and removal of snow, ice and any other obstruction of access. The Bay Colony Association may, but shall not be obligated to, assume responsibility for the maintenance of the streets, but the cost thereof shall remain the responsibility of the owners of lots 1 through 35. If the Bay Colony Association so determines, it may assess the cost of such maintenance to such owners and collect the amounts so assessed in the manner hereinafter provided in the case of such assessments. Additional right-of way for Potters Pike and West 56th Street as shown on the plat is hereby dedicated to the public.

2. LAND USE: Lots shall be known and described as lots for residential purposes only. Only one single-family dwelling may be erected, altered, placed, or be permitted to remain on any lot. Occupancy of each dwelling is limited to one family related by blood, marriage, or adoption. Said lot shall not be used for business purposes of any kind nor for any commercial, manufacturing, or apartment house purposes. Non-related individuals may be permitted to occupy the premises as a family unit provided such occupancy does not become an annoyance or nuisance to the neighborhood. No portion of any lot may be constructed thereon and no lot may be combined, or subdivided such that there be no more than, or less than, 35 lots.

3. BUILDING CONTROL: Prior to construction of any structure upon a lot, the plans therefor including plat plans, building location, landscaping or any other data or information which may be requested, must be submitted to the Building Committee for its approval. No building, fence, garage, retaining wall, swimming pool, tennis court, basketball goal, playground equipment, exterior antennae, driveway, sidewalk, landscaping, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, locations and approximate cost of such structure, and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Building Committee and a copy thereof as finally approved filed with the Board of Directors of the Corporation. The Building Committee shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable, in their opinion, for aesthetics, conformity, harmony, or other reasons; and in so passing upon such plans, specifications, and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring properties.

4. BUILDING COMMITTEE: The Building Committee consists of five (5) members which shall be appointed by the Board of Directors. A majority of the members of the Building Committee constitutes a quorum for the transaction of business and decision of a majority is controlling and final. The Building Committee is authorized to determine whether the proposed structures, plans and specifications demonstrate conformity and harmony of external design with existing structures in Bay Colony and whether the building and property set back lines are in conformity with applicable plat requirements and other wise meet the requirements contained in these restrictive covenants. It shall undertake such other duties as assigned to it herein. No charge will be made to any purchaser of a lot for the examination of the plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of the plans submitted for review within a period of Thirty (30) days after submission, the Building Committee is deemed to have approved such plans.

5. DWELLING SIZE: No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages and basements, shall have a minimum ground floor area of 3750 square feet, if a one story structure, or 1750 square feet if higher structure, provided that in the case of building higher than one-story, there must be at least 2000 square feet in addition to the ground floor area; provided further that in no event shall any residence have a total floor area of less than 3750 square feet.

6. TEMPORARY STRUCTURES: No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

7. BUILDING LOCATION, GRADE LINE ELEVATION AND SPECIAL EASEMENTS:

(A) No building may be erected between the building line shown on the plat and the front lot line; and no structure or part thereof may be built or erected nearer than 20 feet to any side yard line. An 815 grade line elevation shown on the recorded plat is hereby established as a minimum grade line for each lot and no grade line can be constructed lower than said minimum without the written consent of the Building Committee, and the Board of Public Works of the City of Indianapolis. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor. (B) In addition, lots 31 and 32 are hereby subjected to an "emergency access easement" as shown on the plan which easement is to be maintained as an unobstructed open area to give access to emergency vehicles only from 56th Street to the interior private streets of the subdivision in the event that Bay Colony Lane is obstructed. Emergency vehicles and personnel include police, fire, medical service vehicles and personnel, and any other vehicles or personnel required in an emergency to maintain or protect life or property of the residents or any other persons. (C) In addition, lots 12 and 13 are hereby subjected to a "lake front access easement" as shown on the plat which easement is established as an area over, through, and across which the owners in this subdivision, their tenants and invitees shall have access to public land adjoining Eagle Creek Lake.

8. BUILDING COMPLETION: Unless a delay is caused by strikes, war, court injunction or acts of God, any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Bay Colony Association may re-enter, take possession of said lot without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

9. EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: (A) DRAINAGE EASEMENTS (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Building Committee. Said easements are for the mutual use and benefits of the owners of all lots in the addition. (B) SEWER EASEMENTS (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) UTILITY EASEMENTS (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement. Drainage, Sewers & Utilities shall have the right to non-exclusive use of "access easements", described in Paragraph #1, under the terms and conditions set out for said facilities contained herein.

10. DRIVEWAYS: All driveways shall be paved and maintained dust free. Property owners have one (1) year from the completion of their single-family dwelling to pave said driveways. There shall be no driveways on 56th Street.

11. VEHICLE ACCESS AND PARKING: Emergency, delivery and maintenance vehicles shall have access and use of the streets. The streets shall not be used for parking of any vehicles and no camper, motor home, truck, trailer or boat may be stored on any lot in open view.

12. YARD LIGHTS: Each resident must provide and maintain on his lot a front yard light which must operate from dusk to dawn. The location, size and type of light are subject to the approval of the Building Committee.

13 SIGNS: No sign of any kind shall be displayed to the public view on any lot.

14. FENCING: No fence, wall hedge or shrub planting higher than 18 inches shall be permitted between the front property line and the front building set-back line except where such planting is part of the house landscaping and the prime root thereof is within four feet of the house. All fencing must be approved by the Building Committee.

15. VEGETATION: Lot owners shall not permit the growth of weeds and volunteer trees and bushes and shall keep lots clear from unsightly growth at all times. Failure to comply shall warrant any land owner or the Bay Colony Association to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

16. NUISANCES: 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.

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

18. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

19. STORAGE TANKS: Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

20. ASSESSMENTS: The Bay Colony Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of a lot owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity. or the undertaking of the maintenance or other activity.

21. LIEN FOR ASSESSMENTS: Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in the manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against such each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than eighteen percent (18%) per annum to be established by the Board of Directors, said Board or any member thereof shall be entitled to institute any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorneys' fees, incurred by the Bay Colony Association or such member in collecting the same. If the Bay Colony Association has provided for collection of any installments, upon default in the payment of any one or more installments, the Bay Colony Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from a lien thereof. The Bay Colony Association shall, upon demand, at any time, furnish a certificate in writing signed by a member of the Bay Colony Association that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or nay property shown on the within easement granted herein or nay property shown on the within plat as dedicated and intended

for acceptance by the local public authority and devoted for public use shall be exempt from assessments, charge and lien created herein.

22. ENFORCEMENT: The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Building Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns. and to The Bay Colony Association and its Board of Directors.

23. SEVERABILITY: Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

24. GENERAL PROVISIONS: The foregoing restrictions may be amended at any time a vote of at least two-thirds (2/3) of the lots subject to such restrictions, provided that the owners cannot diminish or eliminate their responsibility to maintain the streets as required by the first covenant set forth above; and provided further that regardless of the expiration date of these covenants set forth hereafter, the "access easement" provided for in the first covenant set forth above shall remain in existence as long as there are owners of lots being served by such easement. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's Office. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until December 31, 2025, at which time they will be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners it agreed that these covenants shall terminate in whole or in part. Owners of said lots for the purpose of this section shall have one (1) vote per lot, with 23 votes being the required two thirds (2/3) vote needed for amendment of these Restrictive Covenants.

WITNESS OUR HANDS AND SEALS THIS 26 DAY OF AUGUST 1991.

STATE OF INDIANA

SS:

COUNTY OF MARION

APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THE BAY COLONY CIVIC ASSOCIATION, HEREIN REFERRED TO AS THE BAY COLONY ASSOCIATION, AN INDIANA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING CERTIFICATE AND HEREBY AMMEND THE ORIGINAL COVENANTS OF THE REAL ESTATE KNOWN AS BAY COLONY AND AS FILED AND SIGNED NOVEMBER 7, 1977.

SIGNATORY, NOTARY
COMMISSION EXPIRES

THE BAY COLONY CIVIC ASSOCIATION, INCORPORATED

, SIGNATORY, PRESIDENT

, SIGNATORY, SECRETARY

COVENANTS*

THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

This subdivision shall be known and designated as BAY COLONY, an addition in Marion County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned, owners hereby adopt and establish the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same each grantor and their heirs and/or assigns.

1. **STREETS:** The area designated as access easement on this plat is hereby subjected to an access easement for the benefit of the owners of Lots 1 through 35, their tenants, invitees, emergency vehicles and legitimate need for use of the streets existing within this access easement. The term "access easement" is to be liberally construed but it is intended that streets shall be private streets and not for public use.

The owners of Lots 1 through 35 shall maintain the streets in a clean, safe, repaired and sanitary condition at all times and each owner shall bear 1/35 of the cost thereof. Such maintenance shall include, but not be limited to repair, resurfacing and reconstruction and removal of snow, ice and any other obstruction of access. The Bay Colony Association may, but shall not be obligated to, assume responsibility for the maintenance of the streets, but the cost thereof shall remain the responsibility of the owners of Lots 1 through 35. If the Bay Colony Association so determines, it may assess the cost of such maintenance to such owners and collect the amounts so assessed in the manner hereinafter provided in the case of such assessments. Additional right-of-way for Potters Pike and West 56th Street as shown on the plat is hereby dedicated to the public.

2. **LAND USE:** Lots shall be known and described as lots for residential purposes only. Only one single family dwelling may be erected, altered, placed, or be permitted to remain on any lot. Occupancy of each dwelling is limited to one family related by blood, marriage or adoption. Said lot shall not be used for business purposes of any kind nor for any commercial, manufacturing, or apartment house purposes. Non-related individuals may be permitted to occupy the premises as a family unit provided such occupancy does not become an annoyance or nuisance to the neighborhood. No portion of any lot may be

* This amendment is to the original Covenants of Bay Colony, an addition to the City of Indianapolis, as per plat recorded as Instrument No. 77-34730.

constructed thereon and no lot may be combined, or subdivided such that there be no more than, or less than, 37 lots.

3. **BUILDING CONTROL:** Prior to construction of any structure upon a lot, the plans therefor including plat plans, building location, landscaping or any other data or information which may be requested, must be submitted to the Building Committee for its approval. No building, fence, garage, retaining wall, swimming pool, tennis court, basketball goal, playground equipment, exterior antennae, driveway, sidewalk, landscaping, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, locations and approximate cost of such structure, and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Building Committee and a copy thereof as finally approved filed with the Board of Directors of the Corporation. The Building Committee shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable, in their opinion, for aesthetics, conformity, and harmony; and in so passing upon such plans, specifications and grading plan, they shall have the right to take in consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring properties.

4. **BUILDING COMMITTEE:** The Building Committee consists of five (5) members which shall be appointed annually by the Board of Directors. A majority of the members of the Building Committee constitutes a quorum for the transaction of business and decision of a majority is controlling and final. The Building Committee is authorized to determine whether the proposed structures, plans and specifications demonstrate conformity and harmony of external design with existing structures in Bay Colony and whether the building and property set back lines are in conformity with applicable plat requirements and otherwise meet the requirements contained in these restrictive covenants. It shall undertake such other duties as assigned to it herein. No charge will be made to any purchaser of a lot for the examination of the plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of the plans submitted for review within a period of thirty (30) days after submission, the Building Committee is deemed to have approved such plans.

5. **DWELLING SIZE:** No residence may be constructed on any lot unless such residence, exclusive of open porches, attached garages and basements, shall have a minimum ground floor area of

3,750 square feet, if a one-story structure, or 1,750 square feet if higher structure, provided that in the case of building higher than one-story, there must be at least 2,000 square feet in addition to the ground floor area; provided further that in no event shall any residence have a total floor area of less than 3,750 square feet.

6. **TEMPORARY STRUCTURES:** No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence.

7. **BUILDING LOCATION, GRADE LINE ELEVATION AND SPECIAL EASEMENTS:**

A. No building may be erected between the building line shown on the plat and the front lot line; and no structure or part thereof may be built or erected nearer than 20 feet to any side yard line. An 815 grade line elevation shown on the recorded plat is hereby established as a minimum grade line for each lot and no grade line can be constructed lower than said minimum without the written consent of the Building Committee, and the Board of Public Works of the City of Indianapolis. Before building commences, said grade line shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor.

B. In addition, Lots 31 and 32 are hereby subjected to an "emergency access easement" as shown on the plan which easement is to be maintained as any unobstructed open area to give access to emergency vehicles only from 56th Street to the interior private streets of the subdivision in the event that Bay Colony Lane is obstructed. Emergency vehicles and personnel include police, fire, medical service vehicles and personnel, and any other vehicles or personnel required in an emergency to maintain or protect life or property of the residents or any other persons.

C. In addition, Lots 12 and 13 are hereby subjected to a "lake front access easement" as shown on the plat which easement is established as an area over, through, and across which the owners in this subdivision, their tenants and invitees shall have access to public land adjoining Eagle Creek Lake.

8. **BUILDING COMPLETION:** Unless a delay is caused by strikes, war, court injunction or acts of God, any dwelling or structure built upon any lot shall be completed within a year after the date of commencement of the building process, after which time the Bay Colony Association may re-enter, take possession of said lot without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

9. **EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES:** Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination of the three as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows:

A. **DRAINAGE EASEMENTS (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his own lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction or reconstruction of any improvement, nor shall any grading restrict, in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the Building Committee. Said easements are for the mutual use and benefits of the owners of all lots in the addition.

B. **SEWER EASEMENTS (S.E.)** are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

C. **UTILITY EASEMENTS (U.E.)** are created for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement. Drainage, Sewers and Utilities shall have the right to non-exclusive use of "access easements", described in Paragraph #1, under the terms and conditions set out for said facilities contained herein.

10. **DRIVEWAYS:** All driveways shall be paved and maintained dust free. Property owners have one (1) year from the completion of their single-family dwelling to pave said driveways. There shall be no driveways on 56th Street.

11. **VEHICLE ACCESS AND PARKING:** Emergency, delivery and maintenance vehicles shall have access and use of the streets. The streets shall not be used for parking of any vehicles and no

camper, motor home, truck, trailer or boat may be stored on any lot in open view.

12. **YARD LIGHTS:** Each resident must provide and maintain on his lot a front yard light which must operate from dusk to dawn. The location, size and type of light are subject to the approval of the Building Committee.

13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot.

14. **FENCING:** No fence, wall hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is part of the house landscaping and the prime root thereof is within four feet of the house. All fencing must be approved by the Building Committee.

15. **VEGETATION:** Lot owners shall not permit the growth of weeds and volunteer trees and bushes and shall keep lots clear from unsightly growth at all times. Failure to comply shall warrant any land owner or the Bay Colony Association to cut weeds and clear the lot of such growth at the expense of the lot owner, and such lot owner shall have a lien against said real estate for the expense thereof.

16. **NUISANCES:** 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.

17. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

18. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept 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. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

19. **STORAGE TANKS:** Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

20. **ASSESSMENTS:** The Bay Colony Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity

which is the responsibility of a lot owner hereunder but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking or the maintenance or other activity or the undertaking of the maintenance or other activity.

21. **LIEN FOR ASSESSMENTS:** Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in the manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against such each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty(30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than eighteen per cent (18%) per annum to be established by the Board of Directors, said Board or any member thereof, shall be entitled to institute any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorneys' fees, incurred by the Bay Colony Association or such member in collecting the same. If the Bay Colony Association has provided for collection of any installments, upon default in the payment of any one or more installments, the Bay Colony Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from a lien thereof. The Bay Colony Association shall, upon demand, at any time, furnish a certificate in writing signed by a member of the Bay Colony Association that the assessments on a lot have been paid or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or any property shown on the within plat as

dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from assessments, charge and lien created herein.

22. **ENFORCEMENT:** The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Building Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Building Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns and to The Bay Colony Association and its Board of Directors.

23. **SEVERABILITY:** Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

24. **GENERAL PROVISIONS:** The foregoing restrictions may be amended at any time a vote of at least two-thirds (2/3) of the lots subject to such restrictions, provided that the owners cannot diminish or eliminate their responsibility to maintain the streets as required by the first covenant set forth above; and provided further that regardless of the expiration date of these covenants set forth hereafter, the "access easement" provided for in the first covenant set forth above shall remain in existence as long as there are owners of lots being served by such easement. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's office. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until December 31, 2025, at which time they will be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners it agreed that these covenants shall terminate in whole or in part. Owners of said lots for the purpose of this section shall have one (1) vote per lot, with twenty-three (23) votes being the required two-thirds (2/3) vote needed for amendment of these Restrictive Covenants.

