



Kirkpatrick Management Company
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May 15, 2026
Dear Neighbors,

The annual meeting of our association will be held on June 18, 2026, at 8670 Bay Colony Drive at 6:30 PM.

If you are unable to attend the annual meeting, please fill out a proxy (enclosed), so your vote can still count. Send your proxy with a neighbor attending the meeting, or sign, scan, and send back to a board member via email. If the weather is nice, we will meet out by the pool. Please bring your own chair. Thanks to Dr. Ken Kesler for hosting again. An agenda is enclosed.

As you know, in December we passed the enclosed Bylaws and Covenants (B&C) via email vote. The guiding documents for our community had served us well over the past 25 years and would automatically renew on December 31, 2025, if they were not updated. The original documents were written before widespread accepted use of virtual meetings, email, short-term rentals and house flipping. The B&C passed in December included more protective language about short term rentals and the ability to conduct the business of the HOA via email.

Jeff Gibson, our Kirkpatrick consultant, notified us in January that we put the cart in front of the horse by conducting the vote via email. Because we were bound by the old B&C until the updated B&C was adopted, we should have conducted our business via USPS (snail mail and paper), and that we would need to re-affirm the vote with paper ballots. This mailing addresses that issue.

Enclosed are the new Bylaws and Covenants. They are essentially what the majority (it was nearly unanimous!) have already affirmed. We made minor revisions to address concerns raised during the initial vote, clarifying some definitions (ownership, commercial vs. personal trucks, and vegetation trimming requirements).

Please take a moment to sign and return the ballots. The deadline is June 17 by 5PM. You can drop the signed paper ballots off with any board member or sign them, scan them and send them to Jeff Gibson at Kirkpatrick (jgibson@ekirkpatrick.com). There are 2 ballots needed from each house, one for the Covenants, and one for the Bylaws. If you have any questions, please contact Deb at debstarkmitchell@gmail.com or 619-813-4353.

We look forward to seeing you at the annual meeting.

Evan Manship (evan@mainstaypropertygroup.com)
Susie Carmichael (jcarmichael221@comcast.net)
Adriene Wolting (alwolting@gmail.com)
Deb Mitchell (debstarkmitchell@gmail.com)

Enclosures: Bylaws, Covenants, Ballot for Bylaws, Ballot for Covenants, Proxy form,
Proposed Budget, Agenda

We do the tough jobs to
HELP NEIGHBORHOODS THRIVE!



Bay Colony Meeting Agenda

June 18, 2026

Call Meeting to Order

Roll Call – Deb Mitchell

Approval of Last Meeting's Minutes

Board of Directors Voting – same as last year

Building Committee – same or changes

Budget review / Budget Approval – Susie Carmichael

Proposed Revised Covenants and By-Laws

Bay Colony HOA website

Other Concerns

Adjourn Meeting

Bay Colony Association Annual Meeting of Members

PROXY

The undersigned, Owner of the property described below within **Bay Colony Association**, (hereinafter, "the Bay Colony Association") hereby appoints, or if left blank, _____, ***the President of the Association**, as my proxy holder to attend the Annual Meeting of the Members of the Association, pursuant to the Association's By-Laws, to be held on **June 18, 2026, 6:30pm, at 8670 Bay Colony Dr.** and any other reconvened meeting thereof. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present as indicated below:

_____ I authorize and instruct my proxy to use his or her best judgment on all other matters which properly come before the meeting, and for which a general power may be used.

"Affirm, under penalties of perjury, that by signing this proxy I have the authority to grant this proxy to the individual named herein to exercise this proxy."

Printed Name

Owner's Signature

Date

Address of Owner's Property

This proxy is revocable by the Owner and is valid only for the meeting for which it is given and any lawful continuation thereof. In no event is the proxy valid for more than one hundred eighty (180) days from the date this proxy was signed.

If you are unable to attend, please return this completed proxy to any owner that will be in attendance or Kirkpatrick Management Company 5702 Kirkpatrick Way Indianapolis IN 46220 or e-mail to the property manager Jeff Gibson at jgibson@ekirkpatrick.com

*If left "blank:"

Bay Colony Association – President – Evan Manship

Bay Colony General Operating Budget as of 3-31-2026	FY2027 Bay Colony Proposed Budget
Assessment Income - General & Reserve	\$51,100
Interest Income	\$0
Insurance Claim Income	\$0
Collections Income	\$0
Total Income	\$51,100
Administrative Expenses	
5015 Bank Charges	\$0
5100 Other Administrative Services	\$500
5105 Community Events	\$0
5106 Printing and Copying	\$0
5111 Postage	\$0
5125 Website	\$1,200
5130 Internet Service	\$1,208
Total Administrative	\$ 2,908
Common Area Maintenance	
5700 Common Areas Repair& Maint	\$1,000
5780 Holiday Decorations and Lights	\$450
5820 Light Maintenance & Supplies	\$0
5855 Security Gate, Camera, & Systems	\$5,500
5860 Signs	\$185
5866 Street Repair	\$0
Total Common Area Maintenance	\$ 7,135
Grounds Maintenance	
5535 Flowers	\$0
5550 Landscape Contract	\$0
5575 Landscape Improvements	\$0
5575 Mulch	\$2,250
5595 Snow Removal Services	\$7,000
Total Grounds Maintenance	\$ 9,250
Insurance	
5400 Insurance Premiums	\$1,637
Total Insurance	\$ 1,637
Professional Fees	
5001 Accounting Fees	\$260
5002 Management Fees	\$6,600
5003 Legal Fees and Court Costs	\$1,500
5004 Professional Fees	\$0
Total Professional Services	\$ 8,360
Utilities	
5301 Electric Service	\$806
Total Utilities	\$ 806
Total General Operating Expense	\$ 30,096
Total General Operating Net Income/(Loss)	\$ 21,004

AMENDED AND RESTATED BY LAWS OF BAY COLONY ASSOCIATION

ARTICLE I. Purposes

Section 1. This Corporation is formed in compliance with and to fulfill the Restrictive Covenants of the Real Estate known as Bay Colony for the purposes set out in the Articles of Incorporation.

ARTICLE II. Eligibility for Membership

Section 1. Any person or persons eligible to become members of this Corporation shall be admitted to membership by submitting property owner information on prescribed form to an officer of the corporation; and upon paying the membership fees and assessments prescribed by and keeping their contact information current with the Board of Directors.

Section 2. Any person or persons or an entity who hold title, individually or jointly, to real estate within the platted subdivision known as "Bay Colony" in Marion County, Indiana, shall be a member provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be eligible to be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3. In the case of dispute as to membership, the Board of Directors of the Corporation shall pass upon the eligibility of any person applying for membership in this Corporation or such duty may be delegated by the Board of Directors to any officer of the Corporation or to a membership committee. All applicants found to be eligible shall be admitted to membership upon payment of membership fees and assessments prescribed by the Corporation in accord with these By-Laws.

Section 4. Upon compliance with Article II, membership shall be notified in the form prescribed by the Board of Directors.

ARTICLE III. Membership Fees and Assessments

Section 1. The Board of Directors named in the Articles of Incorporation, at its first meeting held after incorporation, shall fix and determine the initial membership fee to be paid by all members and the terms of payment thereof.

Section 2.

Annually thereafter, and at least thirty (30) days prior to the annual meeting of members, the Board of Directors shall recommend to the members of the Corporation the annual fee payable by each member (the "membership fee") to pay the expense of (a) defending, opposing or resisting any zoning, rezoning, land use variance, annexation, tax assessment or other proposition adversely affecting, or offensive to members of Bay Colony; (b) advocating, sponsoring, or advancing any proposal, cause of proposition advantageous to members; (c) performing maintenance of roads and common grounds within Bay Colony,

land (d) enforcing the Restrictive Covenants of Bay Colony.

Section 3. In determining the annual membership fee, the Board of Directors and the Corporation members shall be governed by the following:

- a) Lots 36 & 37, which are located on Potters Pike, shall not be subject to assessment and payment for maintenance of roads and common areas.
- b) Except as specified in (a) of this section, the membership fee for each lot shall be equal.
- c) The membership fee shall be per lot.
- d) Reasonable regard to the anticipated expenses of the Corporation.

Section 4. The annual membership fee recommended by the Board of Directors shall be subject to adoption by the majority vote of the members present or represented by proxy at the annual meeting of members. The Board of Directors shall provide all lot owners a 30-day notice prior to the annual meeting. The notice shall contain the date, time, and place of the meeting and Board's recommendation as to the amount of the annual fee.

Section 5. All membership fees and assessments shall be paid to Bay Colony Civic Corporation within 30 days after notice of assessment.

Section 6. Any member failing or refusing to pay any membership fees or assessment within 60 days after the same shall be due and payable in accord with notice thereof, shall be dropped from the membership roll. Being dropped from the membership roll shall not preclude legal action by the Corporation against the owners of the property to secure payment of the membership fee or any assessment in accordance with the restrictive covenants of Bay Colony.

ARTICLE IV. Meetings

Section 1. All meetings of the members of the Board of Directors shall be held within Marion County, state of Indiana, at such time and place as the Board of Directors may designate.

Section 2. The annual meeting of the members of the Corporation shall be held during June/July of each year. There will be additional communication via email to members as needed.

Section 3. The members shall elect the Board of Directors, as provided by these By-Laws, at the annual meeting of the members.

Section 4. Officers of the Corporation shall report the fiscal affairs and activities of the Corporation to the members at the annual meeting.

Section 5. All special meetings of the members may be called by the President, by at least two (2) members of the Board of Directors, or upon petition of at least three (3) members

filed with the Secretary.

Section 6. Upon call of special meeting of members, as provided in Section 5 of this Article, the Secretary shall deliver or mail/email to each member on the roll, at the physical address/or email address appearing upon the records of the Corporation, a notice in writing of the time and place of such meeting. Such notice shall be given at least fourteen (14) days in advance of such meeting when possible and shall state for the purpose for such meeting. Such special meeting shall be held within thirty (30) days after call or petition thereof.

Section 7. The Secretary shall mail/email written notice or printed notice of time and place of the annual meeting of members, to each member in good standing, at the physical/email address appearing on the records of the Corporation, at least thirty (30) days in advance of such meeting. Notice shall be given at least fourteen (14) days in advance of all other meetings.

Section 8. Notice required by these By-Laws may be waived in writing, via mail or email, or by attendance in person.

Section 9. Roberts Rules of Order shall govern procedure in all meetings of members and of the Board of Directors of this Corporation to the extent applicable and not inconsistent with these By-Laws or the Articles of Incorporation.

ARTICLE V. Quorum

Section 1. A quorum at any meeting of members shall consist of members entitled to vote representing fifty percent (50%) plus one of the number of assessed lots, and the action of a quorum of members at any meeting shall be the action of the whole membership and shall be binding upon all members. Any number of members, less than a quorum, may adjourn a meeting to a future time.

Section 2. A majority of the members of the Board of Directors, or of any committee present at a meeting, shall constitute a quorum of the Board, or of the committee, and the action of a quorum shall be the action of the full Board or committee. Any number less than a quorum may adjourn such meeting to a future date.

ARTICLE VI. Voting Rights

Section 1. In the election of the Board of Directors and on all other matters or propositions coming before a meeting of members, each lot, whose membership fees and assessments have been seasonally paid, shall be entitled to one vote.

Section 2. A member representing each assessed lot, may vote in person or by proxy, or by mail/email, under such form of proxy and conditions as the Board of Directors may prescribe, from time to time. Notice of meetings of members shall state the conditions

under which members may vote by proxy or by mail/email, as prescribed by the Board of Directors, and form of proxy shall be mailed with such notice.

ARTICLE VII. Nominations and Elections

Section 1. Nominations for the Directors of the Corporation may be made by members present at the annual meeting of members. Any such nominations so made shall be added to the ballot before a vote is taken.

Section 2. The Directors shall serve as the officers of the Corporation. Therefore, nominations and the election of Directors by the membership shall be to fill a specific office. If the directorship and office is accepted by the elected person, then the decision is binding on the Board of Directors.

Section 3. Election of Directors shall be by secret written ballot if more than one person is running for a position.

ARTICLE VIII. Board of Directors

Section 1. The Board of Directors and standing committees named in the Articles of Incorporation shall serve until their successors are elected or appointed.

Section 2. At its first membership meeting held after incorporation, the membership shall elect the members to the Board of Directors, who shall immediately succeed the Board of Directors named in the Articles of Incorporation.

Section 3. Directors elected by members at the annual meeting of members shall hold office for a term of one (1) year, or until their successors are elected.

Section 4. Any vacancy occurring in the membership of the Board of Directors shall be filled by appointment by the President. Such appointee shall serve until his/her successor is elected.

Section 5. The annual meeting of the Board of Directors shall be held after the annual meeting of members.

Section 6. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors shall determine when needed.

Section 7. Special meetings of the Board of Directors shall be held upon call of the President or upon request of any two (2) directors made in writing to the President.

Section 8. All annual, regular, or special meetings of the Board of Directors shall be held at such time and place as the Board, or the President may direct.

Section 9. The Secretary shall notify each member of the Board of the time and place of each annual, regular or special meetings of the Board. Such notice shall be communicated via email. Such notice may be waived via email.

Section 10. The Board shall create and appoint annually membership to such committees as it deems appropriate to conduct the affairs of the Corporation. The one standing committee that the Board shall appoint members to serve is the Building Committee.

ARTICLE IX. Officers

Section 1. The officers of this Corporation shall be a President, Vice President, Secretary and Treasurer.

Section 2. The President shall be the chief executive officer of the Corporation: he shall have general supervision of the affairs of the Corporation and of the other officers. He shall preside over all meetings of members and of the Board of Directors. He shall sign, or countersign with other officers, all instruments requiring the signature of the chief executive officer of a corporation. They shall make due report of the affairs of the Corporation, and of matters of interest to members at all meetings of members and all meetings of members of the Board of Directors.

Section 3. The Vice President shall perform all duties incumbent upon the President during the absence or disability of the President and perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall prepare and keep minutes of the proceedings of all meetings of members and of the Board of Directors. They shall keep a true record of all members by lot number. They shall sign, countersign and attest all instruments requiring their signature, as required by law, the By-Laws, or the Board of Directors.

Section 5. The Treasurer shall be the custodian of the money and property of the Corporation and shall receive and distribute the same as ordered by the Board of Directors. They shall keep a true record of all money or property of the Corporation and the receipt and disbursement thereof, including the fees and assessments paid by each member.

Section 6. The Secretary and Treasurer shall make such reports to the members and the Board of Directors as may be requested by the Board or the President.

Section 7. The Secretary shall confirm that the annual report with the Indiana Secretary of State within the prescribed time has been filed.

Section 8. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the

powers or duties of such officer to any other officer or to any Director, for the time, providing that a majority of the Board of Directors concurs.

Section 9. To qualify for election to the Board of Directors and to hold office in the Corporation, the person must be a member in good standing of the Corporation and occupy a residence located within Bay Colony.

ARTICLE X. Fiscal Year

Section 1. This fiscal year of this Corporation shall be July-June.

ARTICLE XI. Amendments

Section 1. These By-Laws may be amended by majority vote of the lot owners present or voting by proxy at the annual meeting, or at a special meeting held for that purpose. Said lot owners having one (1) vote per assessed platted lot.

Section 2. The Restrictive Covenants of the real estate known as Bay Colony may be amended at any time by a two thirds (2/3) vote of the assessed lots subject to such restrictions, provided that the owners cannot diminish or eliminate their responsibility to maintain the streets as required by the covenants. Further, the "access easement" provided for in the covenants shall remain in existence as long as there are owners of lots being served by such easements. owner of said lots for the purpose of this Section shall have one (1) vote per assessed platted lot, with 23 votes being the required two thirds (2/3) vote needed for amendment.

Signature Block

**WRITTEN BALLOT
BAY COLONY HOMEOWNERS' ASSOCIATION, INC.**

The Owners in Bay Colony are being asked to vote the Amended By-Laws of Bay Colony Association. Pursuant to Indiana Code §23-17-10-8, this action is being taken in the form of Written Ballots in lieu of a meeting. Ballots are being submitted to all Owners. All Owners may vote for or against the amendments. All Ballots must be returned to the Association **no later than 5 p.m. June 17, 2026. For quorum to be met as to this process and for the amendments to pass, the Owners representing a majority of those who voted with at least fifty percent plus one (50%+1) of all of the Lots in Bay Colony must vote in favor. Since we have thirty-six (36) lots, at least nineteen (19) must vote. Out of those who voted, at least a majority must vote in favor.** A full copy of the proposed amendments is enclosed with this Ballot. ***Once you return your Ballot to the Association, it cannot be revoked.***

I, the undersigned owner of the below property, hereby vote as follows:

Amendment 1

_____ To **APPROVE** the proposed Amended and Restated By-Laws of Bay Colony Association

_____ To **NOT APPROVE** the proposed Amended and Restated By-Laws of Bay Colony Association.

Signature

Address of property in Bay Colony

Printed Name

You may hand deliver it to a member of the Board or email it to Jeff Gibson at jgibson@ekirkpatrick.com . Ballots received after 5 p.m. June 17, 2026 will not be counted.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE HOMES IN BAY COLONY

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. Family shall be defined the same as Chapter 740 Article II Section 740-202 of the Revised Code of the Consolidated City and County of Indianapolis, Marion County, Indiana. Said lot shall not be used for business purposes of any kind nor for any commercial, manufacturing, or rental property purposes. Non-related individuals may be permitted to occupy the premises as a family unit with the Board's written permission. Owner shall inform the Board of any agreement with non-related individuals and provide their contact information. This is only allowed 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, thirty-five 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 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 denied 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 twenty 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, between 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 for waterfront access.

8. BUILDING COMPLETION:

- A) 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.
- B) Any construction subject to the building committee review shall be completed within 12 months of commencement of construction. With Board approval, the corporation can bring the project into compliance and assess the owner for costs.

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
- B) benefits of the owners of all lots in the addition.
- C) 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.

D) 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, commercial truck, trailer, boat or non-operating vehicle shall be stored on any lot in open view. Commercial trucks refer to any trucks owned by a business and are used solely for business purposes. It does not include personal use vehicles. Non-operating vehicles may include but is not limited to: expired license plates and/or any flat tires and/or vehicles that have been stationary for months.

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. Some lots have natural barriers between properties which enhance the beauty of the neighborhood. Lot owners shall keep lots clear from unsightly growth at all times and shall be responsible for maintaining their Lots. Failure to comply shall warrant any landowner 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. Nuisance shall be defined by the Board in its sole discretion.

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.

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 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 attorney's 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 and the Bay Colony Association, through its Board of Directors. 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.

SIGNATURE BLOCK

**WRITTEN BALLOT
BAY COLONY HOMEOWNERS' ASSOCIATION, INC.**

The Owners in Bay Colony are being asked to vote on amendments to the Declaration of Covenants, Conditions and Restrictions ("Declaration"). Pursuant to Indiana Code §23-17-10-8, this action is being taken in the form of Written Ballots in lieu of a meeting. Ballots are being submitted to all Owners. All Owners may vote for or against the amendments. All Ballots must be returned to the Association **no later than 5 p.m. June 17, 2026. For quorum to be met as to this process and for the amendments to pass, the Owners representing two-thirds (2/3) of all of the Lots in Bay Colony must vote in favor. Since we have thirty-six (36) lots, twenty-four (24) must vote in favor.** A full copy of the proposed amendments is enclosed with this Ballot. ***Once you return your Ballot to the Association, it cannot be revoked.***

I, the undersigned owner of the below property, hereby vote as follows:

Amendment 1

- _____ To **APPROVE** the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.
- _____ To **NOT APPROVE** the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Signature

Address of property in Bay Colony

Printed Name

You may hand deliver it to a member of the Board or email it to Jeff Gibson at jgibson@ekirkpatrick.com. Ballots received after 5 p.m. June 17, 2026 will not be counted.