

SMITHFIELD ARCHITECTURAL STANDARDS, GUIDELINES & PROCEDURES
(Version 3. May 30, 2021)

In order to establish and preserve a harmonious and aesthetically pleasing design for the community and to protect and promote the value of the Property, all owners by acceptance of a deed, shall be bound by these Standards, Guidelines and Procedures as well as all provisions of the Declaration of Covenants, Conditions and Restrictions.

The Smithfield HOA Board shall have exclusive jurisdiction over any improvement, addition or alteration made on or to existing lots or structures on lots. The Smithfield HOA Board constitutes the Architectural Control Committee. Up to 3 members from the community may serve as a smaller ACC screening committee to make recommendations and ensure Homeowner Requests for Architectural Change are complete prior to review for approval by the HOA Board.

Architectural Control Committee	20	HOA shall appoint three (3) persons from among its members. The committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.
ACC Power of Disapproval	20.5	Permission may be refused when (1) the plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation; (2) the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures; (3) the proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other lot owners.
ACC Duties	20.6	The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to it. One copy of the submitted material shall be retained by the Committee for its permanent files and the second copy returned to the applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.
Obtaining Approval		<i>The Homeowner is to complete the Homeowner Request for Architectural Change form. Additional documents and drawings are to be included as indicated. The ACF will be approved Prior to any architectural change work being done. If the project is not approved removal may be required at property owners expense.</i>

Generally	20.1	No dwelling, building, fence, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee.
		Such approval shall be obtained only after written application has been made to the Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction improvement.
		Such plans shall include plot plans showing the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated.
		Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information the Committee may require.
		All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4"= 1" and all plot plans shall be drawn to a scale of 1"=30', or such other scale as the Committee shall require.
Animals	19	No farm animals, fowls or domestic animals maintained for food or for commercial purposes shall be kept or permitted on any lot or lots in the subdivision.
	19	Homeowners are required to fence in or place a leash within the rear yard or keep confined indoors, any dog or domestic animal in their ownership or possession.
Antennaes/ Disks	4	No antennae permitted other than satellite disk less than 2 feet in diameter
Basketball Goals		<i>Basketball goals will not be mounted to the home/garage or shed. Free standing goals are acceptable alongside driveways. The design of backyard courts must be approved by the ACC committee prior to any construction. Unapproved changes will be returned to prior condition at owners expense. Due to City ordinance, basketball goals cannot be placed in the street or on a public sidewalk.</i>
Decks		<i>Decks are to be kept in a good state of repair. Decks can be wood, stone, brick, composite or any combination of those materials and a wide variety of designs are acceptable. However the exterior design and color of any improvement must be approved by the ACC Committee. Full color photos of examples of the completed project should be submitted for review before work begins. It is required that all paint/stain color changes be approved. The ACC may require repainting or re-staining if the color has not been approved by the ACC Committee in advance. The approval is contingent upon yearly maintenance of upkeep of structural finish.</i>

Doors/Windows/ Siding	22	Storm doors or storm windows must be painted. No unfinished windows or doors will be allowed. <i>Siding will be clean and free of mold.</i>
Driveways	4	No side gravel drives or gravel parking is permitted Extensions cannot exceed 24" on each side of the original, the extended driveway and must be the same color as the original driveway, unless otherwise approved. All driveway extensions must be approved prior to installation.
Fence	4	Fencing is subject to removal at owner's expense if located in any drainage, sewer, or utility easement
	20.3	All fencing and screening is to remain as harmonious as possible with the architectural character of the Development.
	20.3	Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval.
	20.3	Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. With Committee approval, front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure.
Fence	20.3	Fencing which abuts the outside perimeter of the subdivision must be of a uniform style, design, color and height. The Committee will discourage fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other lot owners. Approved fencing may be privately installed but must be constructed to professional levels of quality. Fences installed by non-professionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens must be submitted to the Committee for approval.
Fence	20.4	Height restrictions: Rear perimeter fences up to four feet in height, unless rear line of the lot abuts a public roadway or other clearly unique circumstance exists. The Committee may give consideration to a deviation in height limit in those cases.
	20.4	The use of six foot fences around small patio areas of a backyard for privacy of immediate patio area may be permitted.
	20.4	Patio screens/privacy fences shall not exceed six feet in height except for pools and other recreational fences as required.
	20.4	There shall be no fencing, walls or other structures erected and maintained in any area designated 100 year flood way upon Federal Flood Hazard Maps and the plans of Smithfield.
		<i>Front yard invisible fencing shall not go beyond the border of the lawn. The invisible fencing will not encompass any part of the sidewalk in front of or surrounding the home. be required to be set back a minimum of ten (10) feet from any public sidewalk. All fencing must be maintained in a neat and orderly manner at all times. No fence shall encroach onto property not owned by the homeowner.</i>
		<i>Dog run requests will be considered on a case by case basis, and materials will be matched to the fence they adhere to. Dog run will keep consistent with the value of neighboring properties and must be no taller than 5 feet in keeping with covenants.</i>

Garage	24	All homes shall have a garage light on the exterior of the home which operates by photocell or similar device from dusk to dawn.
Gutters and Downspouts	22	Gutters and downspouts other than copper must be painted or coated.
Heat pumps, air conditioning units, gas meters	22	No heat pumps, air conditioning units, or gas meters will be installed in or on the front of a dwelling.
House Structure	4	No carports
	2f	Keep in good state of repair to not detract from value of the general neighborhood.
	22	The finished exterior of every building constructed or placed on any lot may utilize vinyl siding or trim. Before application of any exterior material other than brick, stone or wood, all exterior and veneer, including roof materials, will be submitted and approved to assure uniformity of quality, safety, appearance and durability with other dwellings in the subdivision. Any addition or reconstruction of a residence which utilized brick in the initial construction, shall maintain the same percentage of brick on the side of the house facing the street.
		<i>For the Smithfield Community, Trim includes the fascia boards, frieze boards, rake boards, soffits, boxends, molding, columns, sashes/casing, shutters and gutters. It is required that all paint color changes to these home elements be approved. Although a wide variety of colors and color combinations may be acceptable, it is required that clear and complete color photos of the desired design of the home be submitted with the ACF form. The addition of brick, stone and wood are acceptable inclusions to the redesign of the exterior of the home. Changes to siding style and color must be submitted for approval. Accent Colored Front Doors are acceptable however, the color must be approved. The garage door is not a stand alone accent piece and the color will match the trim or/and front door (if the front door is not the accent piece). The ACC may require repainting of a home or trim or accent door if the color has not been approved in advance.</i>
		<i>All room additions, to include screened or covered porches, must have the prior approval of the ACC. The roof shingles, siding and windows must be identical to the existing home. A roof pitch equal to those of the home is preferred. Variances may be granted due to construction necessities.</i>
House Structure		<i>All room additions, to include screened or covered porches (front yard or backyard), must have the prior approval of the ACC. The roof shingles, siding and windows must be identical to the existing home. A roof pitch equal to those of the home is preferred. Variances may be granted due to construction necessities.</i>

House Structure

Front Yard Porches and Patios

Front yard porches/patios can be open or covered/enclosed. To maintain "curb appeal" and avoid crowding, furniture and accompanying items will be consistent in size as to what is found on small patios- full size/oversize furniture is not allowed. Please see attached examples of what is acceptable.

Front patios will be approved as long as all the following criteria are met:

- *ACF approval on file PRIOR to work starting*
- *Materials used shall be the same as current porch/patio structure (no brick or pavers)*
- *Elevation of patio/stoop shall NOT exceed the original elevation of said porch/stoop*
- *Patio shall be rectangular in shape and shall not exceed past the side of the home*
- *Depth of patio will not extend beyond the existing front porch/stoop and does not include the steps.*
- *Screens/enclosures or banisters must be wood and painted to match the color scheme of the siding.*

Patio & porches shall be up kept & maintained in such a way that does not violate the CCRs:

- *No hung/strung lights*
- *No outdoor heaters (ground/floor or table top)*
- *No grills or smokers*
- *No pergolas*
- *No umbrellas (table top or free standing)*
- *No fire pits (neither open flame nor flameless)*
- *No storage bins*
- *No trash cans/receptacles*
- *Size of patio furniture and amount of decor shall be restricted*
- *The area surrounding the patio shall be landscaped*

Involves Easement or Common Area	5	Retention lakes are for drainage purposes; no swimming, wading, boating or ice skating is permitted	
Landscape/ Yard	2a	Prevent unsightly growth of vegetation and noxious weeds	HOA can cause to be corrected if homeowner fails at homeowner expense
	2g	Regularly treat lawn areas against weed and insect infestation	HOA can cause to be corrected if homeowner fails at homeowner expense
	2h	Remove all debris or rubbish	HOA can cause to be corrected if homeowner fails at homeowner expense
	2d	Cut down and remove dead trees	HOA can cause to be corrected if homeowner fails at homeowner expense
	2e	Keep storm sewers and drainage areas clear of debris	HOA can cause to be corrected if homeowner fails at homeowner expense
	2c	Maintain aesthetic appearance of Community	HOA can cause to be corrected if homeowner fails at homeowner expense
		<i>Grass cannot be over 6 inches tall, sidewalk edging is strongly recommended, and pruning of trees, shrubs, and flower beds is strongly recommended</i>	
Mailboxes	24	All mailboxes shall be of uniform design and colors. <i>Location is subject to the postal authority.</i> <i>The box must be purchased from the vendor for proper color match. The approved color code for the post is</i> <i>Glidden.Base GL6112</i> <i>Glidden Prem Ext Lt/Flat Matte</i> <i>CLRNT- OZ /384TH</i> <i>BL-1 /164</i> <i>CL- 2 /264</i> <i>KXL- 6 /272</i> <i>VL-1/60</i>	

Outdoor Storage		Outdoor storage of recreational vehicles, boats, jet skis, trucks, cars, motorcycles, trailers and the like is prohibited.
		<i>Outdoor storage of ladders, lawn mowers, paint cans, and other construction or and home improvement equipment and the like is prohibited on the sides of the home.</i>
		<i>Trampolines and playsets must be within the fenced in portion of the back yard, or within your property line. Trampoline, or play equipment must not be forward of the rear of the house</i>
Parking		<i>On street parking is highly discouraged.</i>
		<i>Owners shall not repair or restore vehicles in the driveway or street.</i>
		<i>A boat or RV may be parked in an Owner's driveway for a period not to exceed seven (7) days in order to clean and winterize the vehicle.</i>
Pool	4	No above ground swimming pools
	28	Only permanent in-ground pools with professional construction will be permitted. Should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and be of harmonious design to the dwelling and adjoining properties. Use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.
Roof and Fireplace Flashing	22	All roof and fireplace flashing other than copper must be painted or coated.
	22	All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.
Roof/Range Vents		
Solar Panels		<i>Solar panels must be professionally installed on the roof of the house, preferably on the back side. (Solar panels should be located wherever they best catch the sunlight which may not be on the back side of the home).</i> <i>Solar panels must be well maintained by the homeowner.</i>
Snow Maintenance		<i>Sidewalk, per city ordinance, must be cleared and passable.</i>
Storage Shed	4	Maximum size of 150 sq ft
	4	Shingled roof to match roof of house
	4	Painted or stained to match house
	4	Exterior cannot be constructed of metal, tin, aluminum, or the like.
	4	Cannot be located in any drainage, sewer, or utility easement.
	2f	Keep in good state of repair to not detract from value of the general neighborhood.

Mini-barns or sheds (one hundred twenty (120) square feet or larger and on a permanent foundation) may require a building permit.

Storage	27	Any gas or oil storage tanks shall be completely sealed from view - either buried or located in a garage or house.	
	4	No unlicensed vehicles, RVs, trailers, boats or trailers may be stored outside	
Temporary structures	18	Temporary structures such as trailer, shack, tent, boat, basement, garage, or other outbuilding, may not be used as a temporary or permanent residence	
Trash	26	All equipment for storage or disposal of trash shall be kept clean and not stored on any lot in public view. <i>It is acceptable to build a partial fence/covering to achieve this. Trash can covers are to be properly anchored in the ground. Please see enclosed options and note it should be painted to match either color of home, or wooden fence if it connects to it. Height will cover the can with lid closed no higher than 50" and should be one can 30" in width per can to conceal</i>	
Trees	2	Cut down and remove dead trees	
	5	Owner must replace tree if removed more than 6" caliper diameter and 30" above ground grade with tree size of at least 3" caliper three feet above ground	HOA can cause to be corrected if homeowner fails - homeowner expense added to regular assessment

The following pages are examples and are not exhaustive, of the decor (front or back yard) and various styles of exterior home designs likely to be approved by this current board. There is not a particular color pallet but neon shades, polka dots, stripes and other such options are likely to **not be** approved. The goal is to keep home values high while allowing for individuality consistent with typical Midwestern styles. You **must** submit an ACF.

Front porch/patio furniture and decor is to be **modest** in size and amount. Full size/oversized furniture, to include cushions, is not allowed. Please see examples of what is likely to be approved. The front yard porch/patio **cannot** look like the backyard patio/deck. The goal is to maintain curb appeal.

Trash can covers need to be properly **anchored** so as to stay upright.

Front Porch/Patio



Trash Can Covers



Backyard



59%



Great Deck Ideas - Sunset Magazine
sunset.com



57 Best WOOD & STONE decks and firepits ...
pinterest.com



Outdoor Bars: Options and Ideas | HGTV
hgtv.com



amazing-of-patio-deck-designs-patio-and ...
prestige-interiors.net



26 Floating Deck Design Ideas
homestratosphere.com



Paver Deck Designs
decksgo.com



Patio Ideas Unique Wood Deck Stone ...
neleroluyor.net



Custom Patio Deck Designs Best Ideas Of ...
neleroluyor.net



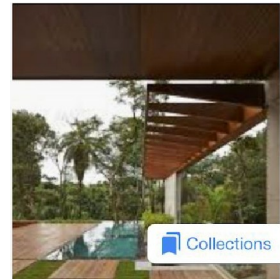
Pool Deck Designs and Options | DIY



How to Build a Floating Deck - Remue

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SMITHFIELD

THIS DECLARATION made this 18 day of August, 1998, by Bay Communities Limited Partnership, an Indiana Limited Partnership (hereinafter referred to as "Declarant"),

WITNESSETH:

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

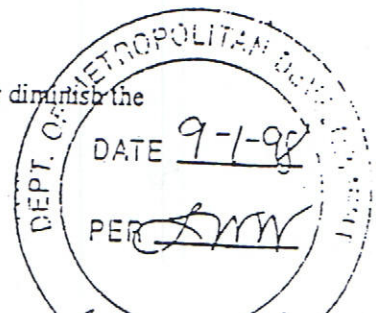
WHEREAS, Declarant is about to sell and convey the residential lots situated within the platted areas of the Development in Smithfield and before doing so desires to subject and impose upon all real estate within the platted areas of the Development in Smithfield mutual and beneficial covenants and restrictions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

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within Smithfield, as they become platted, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in Smithfield, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said lots situated therein. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in Smithfield.

1. Drainage and Utility Easements - There are strips and parcels of ground as shown on the plat marked Landscape, Drainage and/or Utility Easement ("L, DU & SE") which are hereby reserved for the use of landscaping, public utilities, including but not limited to drainage structures, swales and improvements, and sanitary sewer, but not including transportation companies, for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, and/or the Property Owner's Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving a lot owner.

2. Building and Grounds Maintenance - The owner or party in possession of each lot in the Development shall conform to the following standards:

- a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b) Remove all debris or rubbish;
- c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- d) Cut down and remove dead trees;



NOSS REF. W/ PLAT
1ST + 98 0151687

- e) Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;
- f) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly or detracting from the value of the general neighborhood;
- g) Regularly treat or cause to be treated the lawn areas against weed and insect infestation;
- h) Comply fully with all provisions of these Covenants, the recorded Zoning Commitments, and the rulings and decisions of the Declarant, the Association, and/or the Architectural Control Committee.

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Property Owners Association, the Declarant or the owner or owners of any lot in the immediate neighborhood shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and the improvement(s) situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner, and such lot owner shall have a lien against said lot for the expense thereof, including court costs and reasonable attorney fees. Neither the Declarant, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

3. Setback Lines - Front building setback lines ("BL") shall be established on the plat. Minimum aggregate side yards will vary within the development as follows: A) All lots with 70 feet or more of lot width at the BL shall provide aggregate side yards of no less than sixteen feet (16'), with a minimum six foot (6') side yard on any one side; B) All lots with 60 feet or more of lot width at the BL, but less than 70 feet of lot width at the BL, shall provide aggregate side yards of no less than twelve feet (12'), with a minimum six foot (6') side yard on any one side; and C) All lots with less than 60 feet of lot width at the BL, shall provide aggregate side yards of no less than ten feet (10'), with a minimum four foot (4") side yard on any one side. In the event a building is erected on more than one single lot, this restriction shall be based on the lot width at the BL of the combined lots, and shall apply to the side lines of the extreme boundary of the multiple lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

4. Use Restrictions - All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof. Without prior approval of the Architectural Control Committee, no structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling, one story or multi-storied, not to exceed thirty-five feet (35') in height. Plans for each residence must be submitted for review by Declarant, and are subject to Declarant's right to reject or approve same. There shall be no carports. Any accessory building, storage barns or outbuildings shall not exceed a maximum size of 150 square feet, shall utilize a shingled roof to match the roof of the dwelling, shall be painted or stained to match the residence, and the exterior shall not be constructed of metal, tin, aluminum or the like. No structure shall be located in any drainage, sewer, or utility easement, other than a fence which shall be subject to removal, at the Lot Owners expense, in order to access said easement area. There shall be no above ground swimming pools permitted. No antennae shall be permitted other than satellite disk less than two feet (2') in diameter. No unlicensed vehicles, RV's, trailers, boats or trailers may be stored outside. No side gravel drives or gravel parking areas shall be permitted.

5. Common Area, Lakes, Landscaping and Retention Areas, Street Lights, Pool, Snow Removal - The Plat indicates Blocks of land and/or areas indicated as Common Areas, some of which contain ponds and landscaped areas, which shall be conveyed by the Declarant to Smithfield, Inc., the entity established as the Property Owners' Association (hereinafter the "Association"), as hereinafter provided. The ponds and drainage easements thereto

shall become a part of the storm water drainage system of Smithfield and shall run to the Department of Capital Asset Management of the City of Indianapolis. No lot owner or other person, firm or corporation shall alter, impair or impede the drainage system and all lot owners shall be subject to regulation by the public authority having jurisdiction and by the Association as hereinafter set forth. The retention lakes shall be for drainage purposes; and no wading, swimming, boating, or ice skating therein or thereupon are permitted.

The Association as hereinafter described, shall own such Blocks and/or Common Areas and/or landscaped areas and, through its Bylaws and regulations, control the water quality and condition of any retention pond located thereupon. The landscaping contained upon such Common Areas, and any other improvements, including but not limited to perimeter fencing on said Common Areas, walls, the subdivision signage, and related structures related to the entrances, shall be regularly planted and/or maintained by the Association for the beautification of Smithfield. Mounding and landscaping shall be created and installed by Declarant along Five Points and Combs Roads frontage. The care and maintenance of same shall be the responsibility of the Association.

All "specimen" trees more than six inches (6") in caliper diameter measured thirty inches (30") from ground grade, except in areas of utilities, water retention and grading associated with proper drainage and street installation, shall be preserved to the greatest extent possible. If a specimen tree is removed more than six inches (6") caliper diameter measured thirty inches (30") above ground grade, except as permitted above, it will be the responsibility of the individual lot owner (on whose property the tree had existed), or the Association if the lot owner fails to do so, to replant the tree of a size at least three inch (3") caliper three feet (3') above the ground. If the lot owner was responsible for the removal of a tree resulting in the Association having to replace same, then the cost thereof shall be added to that home owner's next regular assessment collectable in the same manner as provided for collection of assessments in the Bylaws of the Association.

Evergreen trees to be planted by the Declarant or any successor Developer shall be not include any species of White Pine.

After the completion of the proposed Lake which abuts the North line of the properties currently owned by Caylor and Shepherd/Westerhold, and prior to the closing on the sale of any lots identified on the Preliminary Plat as Lots 280-291, a woven-wire type farm fence shall be constructed by the Declarant/developer, on the subdivision property, along both the 655.19 foot long South border of said Lake, and along approximately the North 500 feet (500') of the East border of the Shepherd/Westerhold property, terminating at the South edge of the right-of-way for the stub street to be constructed between Lots 285 and 286 on said Preliminary Plat. The Association shall maintain this fence, and shall have rights to pursue the collection of damages from any third party damaging same.

Any pool or other type of recreational facility or area, which is conveyed to the Association, shall be managed, maintained, and be the full responsibility of the Association, subject to any restrictions imposed by Declarant at the time of transfer.

Decorative street lights shall be installed by the Declarant/developer at the main entrance and street intersections within the subdivision, during the initial development of the subdivision. These lights shall be maintained by the Association, which shall also pay all utility costs related thereto.

The Association shall supplement the municipal snow removal services as necessary, and shall pay all costs related to hiring private contractors as required.

6. Notification of Ditch Assessment - Smithfield's storm water drainage system eventually outlets into a legal ditch located in Johnson County, Indiana, identified as Grubbs Ditch. Therefore, each lot in Smithfield will be assessed by the Marion County Treasurer, as a part of the semi-annual billing for real estate taxes, a ditch maintenance fee for the repairs and maintenance of the Grubbs Ditch. The exact procedure for the determination of the amount of the assessment, and the method of collecting same, are subject to the jurisdiction of the Johnson

County Drainage Board.

7. Property Owners Association - A property owners association is or shall be created named Smithfield, Inc. (the "Association"), an Indiana nonprofit corporation, prior to the sale of the first lot in Smithfield. Bylaws of the Association are attached hereto as Exhibit B, and incorporated herein as necessary, by reference.
8. Power of Assessment and Collection - The Association shall have all the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual assessments against the lots within the Development as set forth herein and in the Bylaws of the Association.
9. Membership and Voting Rights - Every owner of a lot shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home thereon, and a Class B member shall be the owner of any undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot containing a home, or an un-conveyed, platted or unplatted lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:
 - 9.1 Class A. Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member, provided, however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.
 - 9.2 Class B. The Class B members shall be the Declarant, and shall be entitled to three (3) votes for each platted lot owned. Declarant shall have the automatic right to plat, record and sell said lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the following: 1) 90% of homes on lots are deeded to homeowners; or 2) January 1, 2008. In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.
10. Covenant Accepting Assessments - Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: 1) annual assessments or charges imposed by the Association, and 2) special assessments for capital improvements. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.
11. Commencement of Assessments - The annual assessments shall commence as to all lots with homes thereon on the first day of the month following the initial conveyance of a home on the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and thereafter until the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association.

12. Exception to Assessments - The Declarant, as owner of platted or unplatted lots, shall be exempt from any and all assessments; but Declarant shall advance any deficits in usual or ordinary expense until such time as assessments upon lots with homes thereon is sufficient to meet such expense. If the assessments exceed the expenses of the Association prior to the date the Declarant turns over control of the Association to the Homeowner's Board, then the Declarant shall have the right to recover prior advances made by Declarant to cover deficits, so long as a reasonable sum, in the Declarant's sole discretion, is left in the Association's account at the time control is turned over by the Declarant.

13. Uniform Rates - Both annual and special assessments shall be fixed at a uniform rate for all lots containing a home.

14. Right to Increase Annual Assessments - Because of uncertainties in usual and ordinary common property expenses due to Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant and the monies received shall be entirely expended on association expense.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

15. Liens, Charges and Subordination - Any charge levied or assessed against any lot, together with interest and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of 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. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

16. Suspension of Privileges - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member; (i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association.

17. Mortgagees Rights - Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

17.1 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, common property or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

17.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

17.3 By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

17.4 Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).

17.5 Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

17.6 Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

17.7 First mortgagees of homes on lots may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

17.8 No provision of the constituent documents shall give an owner or any other party priority over any rights of first mortgagees of homes within the Development pursuant to their mortgages in the case of a distribution to homeowners of insurance proceeds or condemnation awards for losses to or a taking of common property.

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

19. Nuisances - No farm animals, fowls or domestic animals maintained for food or for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance. In Smithfield, every owner or occupant of a dwelling shall be required to fence in or place a leash within the rear yard or keep confined indoors, any dog or domestic animal in their ownership or possession.

20. Architectural Control - There shall be created an architectural control committee ("the Committee") initially composed of a Bruce T. Sklare, Miriam R. Sklare, and Allen I. Sklare. At the point in time when 90% of the total lots within Smithfield are developed with homes and owned by homeowners, then the initial committee shall turn over authority to the Association, which shall appoint three (3) persons as the Committee from among its members. However, the Declarant shall retain sole right to approve plans for original construction of a residence on any lot. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.

20.1 Generally - No dwelling, building, fence, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner or builder for the owner of the lot requesting authorization by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction improvement. Such plans shall include plot plans showing the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of $1/4" = 1'$ and all plot plans shall be drawn to a scale of $1" = 30'$, or to such other scale as the Committee shall require. In addition, all applications for approval of an outbuilding shall include a written statement by the Lot Owner that said outbuilding will be maintained to the standards set forth by the Committee.

20.2 Sight Visibility - Regardless of Committee approval, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five feet (25') from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten feet (10') from 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.

20.3 Fences, Walls and Screening - It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. Fences shall not be nearer to the front of a home than the rear foundation line of a home except decorative fences. With Committee approval, front fences may be placed parallel to the front foundation of a home only if they do not cause unreasonable visual barriers and they are of identical materials as the main structure.

Other than the fencing installed by Declarant, fencing which abuts the outside perimeter of the subdivision must be of a uniform style, design, color and height. The Committee will discourage fencing

of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other lot owners. Approved fencing may be privately installed but must be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens must be submitted to the Committee for approval.

20.4 Height Restriction - The Declarant is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height.

The Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration to a deviation in their height limit where the rear line of the lot abuts a public roadway or other clearly unique circumstance exists. The use of six foot (6') fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area may be permitted. The guidelines for specific fence height restrictions are as follows:

- a) Property fencing and walls shall not exceed four feet (4') above grade unless otherwise approved by the Committee.
- b) The Committee will not ordinarily approve a proposed fence which exceeds four feet (4') in height unless the rear line of that lot abuts a roadway or offers some other circumstances clearly unique to that lot.
- c) Patio screens/privacy fences shall not exceed six feet (6') in height except for pools and other recreational fences as provided therein.
- d) There shall be no fencing, walls or other structures erected and maintained in any area designated 100 year flood way upon Federal Flood Hazard Maps and the plats of Smithfield.

20.5 Power of Disapproval - The Committee may refuse to grant permission to construct, place or make any requested improvement when:

- a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.
- b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.
- c) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other lot owners.

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

20.7 Liability of Committee - Neither the Committee, any thereof or the Declarant shall be responsible in

any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to suitability or advisability of design, engineering, method of construction or the materials to be used.

21. Size of Dwellings, Garages and Paving - It is agreed that the minimum size home to be built on any lot with 70 feet (70') or more of lot width at the BL shall be 1400 square feet of livable space for one-story dwellings and 1700 square feet of livable space for two-story dwellings, with the exception of Lot 118, for which a modification of commitments was granted allowing the two story minimum to be reduced to 1550 square feet. Lots with fifty feet (55') or more of lot width at the BL, but less than seventy feet (70') of lot width at the BL, shall contain homes with livable space of no less than 1200 square feet for a one-story dwelling and 1500 square feet for a two story home. Lots with less than fifty-five feet (55') of lot width at the BL, shall contain homes with livable space of no less than 1200 square feet for a one story home and 1300 square feet for a two story home. It is further agreed that all homes constructed on the property shall have a minimum two car attached garage, at a maximum a three (3) car garage, and an asphalt or concrete paved driveway no less than sixteen (16) feet wide at any point.

22. Exterior Construction - Single family detached dwellings, and any additions thereto, shall conform to the following restrictions:

a) The finished exterior of every building constructed or placed on any lot may utilize vinyl siding or trim. Before application of any exterior material other than brick, stone or wood, all exterior and veneer, including roof materials, will be submitted and approved to assure uniformity of quality, safety, appearance and durability with other dwellings in the subdivision.

b) No heat pumps, air conditioning units or gas meters will be installed in or on the front of a dwelling.

c) If storm doors or storm windows are installed, they must be painted. No unfinished windows or doors will be allowed.

d) All gutters and down-spouts other than copper must be painted or coated.

e) All roof and fireplace flashing other than copper must be painted or coated.

f) All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.

g) All basement and crawl space sump pumps must discharge into retention ponds or alternate drainage plans must be submitted for Declarant's approval prior to construction.

h) Every effort should be made to locate all plumbing vent stacks to rear of the dwelling, and to paint such stacks to match the roof or siding.

i) All homes on the perimeter lots which abut either Five Points or Combs Road, must have a minimum of one hundred percent (100%) brick wrap, exclusive of doors, windows, porches, cantilevered areas, and the like, on the entire first floor of the structure.

j) Any addition or reconstruction of a residence which utilized brick in the initial construction, shall maintain the same percentage of brick on the side of the house facing the street.

k) Any addition or reconstruction shall comply with the provisions of this Declaration, and all applicable provisions in the Zoning Commitments recorded against the subdivision.

23. Driveway and Sidewalks - All driveways shall be paved simultaneously with construction of the dwellings and the type of construction and materials must first be approved by the Committee.

24. Mailboxes and Lights - All mailboxes shall be of uniform design and colors, in accordance with the standards set forth by the Committee; and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home which will operate by photocell or similar device from dusk to dawn.

25. Signs - Except for marketing and permanent signs that the Declarant may place at the project entrance or entrances, and signage placed by the builders at the entrance or on the model lots, no sign of any kind shall be displayed to the public view on any lot except that one sign of not more than six (6) sq. Ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale.

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

27. Storage Tanks - Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view. Underground storage tanks shall conform to Federal, State and local standards of environmental management.

28. Private Swimming Pools - Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

29. Enforcement of Restrictions - In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the Association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

30. Additional Acquired Property - This Declaration shall apply to all sections of Smithfield, as each section is platted including any additional real estate which is added to the development after the date of this Declaration.

31. General Provisions - The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of owners of lots subject to such restrictions, subject to those mortgagees' rights set forth in paragraphs 15 and 17 above. Provided, however, that until all of the lots are sold in this subdivision by the undersigned, any such amendment of these restrictions shall require prior written approval of the Declarant. 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.

32. Effect of Becoming an Owner - The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

33. Titles - The underlined titles preceding the various paragraphs and subparagraphs of the covenants and restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the covenants and restrictions. Wherever and whenever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

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

Therefore, if any of the covenants or restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the covenants and restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 18 day of August, 1998.

Bay Communities Limited Partnership

By Bruce T. Sklare
Bruce T. Sklare, as Vice President of
Bay Communities, Inc., the General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Bruce T. Sklare, known to me to be the Vice President of Bay Communities, Inc., the General Partner of Bay Communities, Limited Partnership, who acknowledged execution of the foregoing Declaration for and on behalf of said Limited Partnership, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 18 day of August, 1998.

My Commission Expires:

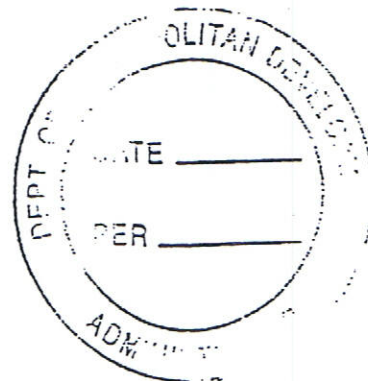
3-9-2001

Doni Kunkel
Notary Public, Signature
Doni Kunkel
Notary Public, Printed

MARION
County of Residence

This instrument was prepared by:

David A. Retherford (#6543-49)
DAVID A. RETHERFORD & ASSOCIATES
3416 S. Post Road
P. O. Box 39085
Indianapolis, IN 46239



APPROVED THIS .31. ST.....
DAY OF AUGUST..... 1998...
MARION TOWNSHIP ASSESSOR
Ruth Ann White..... DRAFTSMAN

EXHIBIT A

LEGAL DESCRIPTION

98-0151687
RECEIVED FOR RECORD

98 SEP -1 AM 11:41

NEW DESCRIPTION SECTION ONE - SMITHFIELD SUBDIVISION

A part of the North Half of the Southeast Quarter of Section 23, Township 14 North, Range 4 East of the Second Principal Meridian in Franklin Township of Marion County, Indiana, being more particularly described as follows:

BEGINNING at the Northeast corner of the North Half of the Southeast Quarter of Section 23, Township 14 North, Range 4 East of the Second Principal Meridian in Franklin Township of Marion County, Indiana, with an (Assumed Bearing of South 00 degrees 04 minutes 25 seconds West along the East line of said Southeast quarter);

thence South 88 degrees 44 minutes 32 seconds West along the North line of said half quarter section 1331.20 feet to a 5/8 inch diameter rebar with a yellow cap stamped "WEIHE ENGR LS 0012" - ("capped rebar"); thence South 88 degrees 41 minutes 20 seconds West 290.00 feet; thence South 01 degrees 18 minutes 40 seconds East 270.99 feet; thence South 07 degrees 48 minutes 28 seconds East 88.38 feet; thence South 37 degrees 20 minutes 45 seconds East 179.15 feet; thence South 75 degrees 42 minutes 49 seconds East 47.43 feet; thence South 19 degrees 23 minutes 59 seconds West 178.56 feet to a non-tangent point on a curve to the left having a radius of 430.00 feet and chord bearing of South 72 degrees 44 minutes 56 seconds East 32.24 feet; thence along said curve to the left 32.25 feet to a non-tangent point; thence leaving said curve South 01 degrees 18 minutes 40 seconds East 157.53 feet to a "capped rebar"; thence South 00 degrees 04 minutes 25 seconds West 485.30 feet to a "capped rebar" on the South line of said North half; thence North 88 degrees 41 minutes 20 seconds East along said South line 655.19 feet to a "capped rebar" at the Northeast corner of real estate as contained in Instrument No. 90-87241 and found in the Office of the Recorder of Marion County, Indiana; thence North 12 degrees 24 minutes 42 seconds East 198.05 feet; thence North 01 degrees 18 minutes 40 seconds West 140.50 feet; thence North 88 degrees 41 minutes 20 seconds East 325.33 feet; thence North 01 degrees 18 minutes 40 seconds West 210.00 feet; thence North 27 degrees 08 minutes 22 seconds East 79.62 feet; thence North 45 degrees 38 minutes 43 seconds East 58.01 feet; thence North 76 degrees 02 minutes 25 seconds East 144.31 feet; thence South 89 degrees 55 minutes 35 seconds East 240.00 feet to a point on the East line of said North half quarter section; thence North 00 degrees 04 minutes 25 seconds East along the East line of said half quarter section 657.05 feet to the POINT OF BEGINNING.

Containing 37.118 acres more or less.

ADOPTION OF DECLARATION OF COVENANTS AND RESTRICTIONS

Bay Communities, Limited Partnership, an Indiana Limited Partnership, as the Owner of the Real Estate described in Exhibit A attached hereto and incorporated herein by this reference (Commonly known as Section IV of Smithfield), hereby clarified that Section IV of Smithfield is restricted by and subject to the Declaration of Covenants and Restrictions for Smithfield, which were recorded as a part of the Plat of Section I of Smithfield, recorded September 1, 1998 as Instrument No. 98-252686, amended by plat recorded January 26, 1999 as Instrument No. 99-16869, corrected by Certificate of Correction recorded July 20, 1999, as Instrument No. 99-137926, in the Office of the Recorder of Marion County.

Bay Communities, Limited Partnership, an Indiana Limited Partnership

By: 
Bruce Sklare, Vice President of Bay Communities, Inc. G.P.

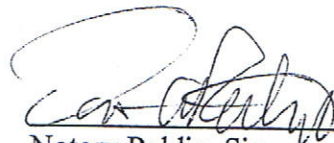
STATE OF INDIANA)
)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Bruce Sklare, as Vice President of Bay Communities, Inc. G.P., of Bay Communities, Limited Partnership, an Indiana Limited Partnership, who acknowledged the execution of the foregoing Adoption of Declaration of Covenants and Restrictions, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notary Seal this 29th day of March, 2000.

My Commission Expires:

11/7/2003



Notary Public, Signature

David A. Retherford

Notary Public, Printed

Monroe

County of Residence

Prepared by:

David A. Retherford, Attorney

3416 S. Post Road

Indianapolis, IN 46239

(317) 862-5744

BYLAWS
OF
SMITHFIELD, INC.

ARTICLE I
Name and Location

The name of the Corporation is SMITHFIELD, INC., hereinafter referred to as the "Association"). The principal office of the Association shall be 7858 Bay Shore Dr., Indianapolis IN 46240, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Developer" shall mean and refer to Bay Communities Limited Partnership, an Indiana Limited Partnership, its successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to Smithfield, Inc. its successors and assigns.

Section 3. "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 Development, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Development" shall mean and refer to the certain real estate described in the Declaration of Covenants and Restrictions of Smithfield.

Section 5. "Lot" shall mean and refer to any plat of land designated for development of a single family residence; as shown upon the recorded subdivision Plat(s) of the Development, with the exception of the private easements, Landscape Easements, common areas, water retention areas, and the like.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Smithfield applicable to the Development, recorded in the Office of the Marion County Recorder, Indianapolis, Indiana.

ARTICLE III
Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the Members shall be held approximately one year from the date of

incorporation, and each regular annual meeting of the Members shall be held as set by the Board of Directors, on a weeknight which is not a holiday, in the month of November of each year, at a time set by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the presence of the member at a meeting or upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board not to exceed five (5) Directors, each of whom shall be a member of the Association, excepting that the initial Board of Directors shall consist of two (2) members appointed by the Declarant, who shall serve at the Declarant's discretion until control of the Association is turned over to the residents.

Section 2. Term of Office. At the time of conversion of the Class B member to Class A member as defined by the Declaration, the members shall elect one (1) director for a term of one (1) year, one

(1) director for a term of (2) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of two (2) years to replace the director whose term has expired, excepting they may enlarge the Board to five members and prescribe the length of their term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

ARTICLE VII
Powers and Duties of The Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of common areas, playground areas, pool and other recreational facilities, and water retention areas as depicted upon the plats of Smithfield.

b) suspend the voting rights and right of use of recreational, facilities, if any, 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 Bylaws, 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 with regard to the maintenance and upkeep of the common areas, pool, recreation area(s), the water retention ponds, drainage improvements, and other maintenance obligations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts concerning corporate affairs and to make available to the members the corporate records within a reasonable time after request is made.

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 and 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed

from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of president and treasurer may be held by one person and the office of vice president and secretary may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all

checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX Committees

The Board of Directors shall appoint an architectural control committee, as provided in the Declaration, and nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI Assessments

As more fully provided in the Declaration, each Class A and Class B Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent (1-1/2%) per month and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Property, interest, costs and reasonable attorney fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the common areas, facilities or services of the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

All references to gender herein, such as the use of the pronoun he, she, her, his, or the like, shall be considered to refer to either gender.

BYLAWS
OF
SMITHFIELD, INC.

ARTICLE I
Name and Location

The name of the Corporation is SMITHFIELD, INC., hereinafter referred to as the "Association"). The principal office of the Association shall be 7858 Bay Shore Dr., Indianapolis IN 46240, but meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Developer" shall mean and refer to Bay Communities Limited Partnership, an Indiana Limited Partnership, its successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to Smithfield, Inc. its successors and assigns.

Section 3. "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 Development, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Development" shall mean and refer to the certain real estate described in the Declaration of Covenants and Restrictions of Smithfield.

Section 5. "Lot" shall mean and refer to any plat of land designated for development of a single family residence; as shown upon the recorded subdivision Plat(s) of the Development, with the exception of the private easements, Landscape Easements, common areas, water retention areas, and the like.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Smithfield applicable to the Development, recorded in the Office of the Marion County Recorder, Indianapolis, Indiana.

ARTICLE III
Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the Members shall be held approximately one year from the date of

incorporation, and each regular annual meeting of the Members shall be held as set by the Board of Directors, on a weeknight which is not a holiday, in the month of November of each year, at a time set by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the presence of the member at a meeting or upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board not to exceed five (5) Directors, each of whom shall be a member of the Association, excepting that the initial Board of Directors shall consist of two (2) members appointed by the Declarant, who shall serve at the Declarant's discretion until control of the Association is turned over to the residents.

Section 2. Term of Office. At the time of conversion of the Class B member to Class A member as defined by the Declaration, the members shall elect one (1) director for a term of one (1) year, one

(1) director for a term of (2) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of two (2) years to replace the director whose term has expired, excepting they may enlarge the Board to five members and prescribe the length of their term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses reasonably incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

ARTICLE VII
Powers and Duties of The Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of common areas, playground areas, pool and other recreational facilities, and water retention areas as depicted upon the plats of Smithfield.

b) suspend the voting rights and right of use of recreational, facilities, if any, 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 Bylaws, 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 with regard to the maintenance and upkeep of the common areas, pool, recreation area(s), the water retention ponds, drainage improvements, and other maintenance obligations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts concerning corporate affairs and to make available to the members the corporate records within a reasonable time after request is made.

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 and 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed

from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of president and treasurer may be held by one person and the office of vice president and secretary may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all

checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX Committees

The Board of Directors shall appoint an architectural control committee, as provided in the Declaration, and nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI Assessments

As more fully provided in the Declaration, each Class A and Class B Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent (1-1/2%) per month and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the Property, interest, costs and reasonable attorney fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the common areas, facilities or services of the Association. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

All references to gender herein, such as the use of the pronoun he, she, her, his, or the like, shall be considered to refer to either gender.

Smithfield Homeowner's Association

Pool Rules

Swimming pool is under 24-hour surveillance

There are **NO LIFEGUARDS** staffing the Smithfield Homeowner's Association pool. You are responsible for your own safety as well as the safety of your family and guests. The following rules are designed to help make the Smithfield Homeowner's Association swimming pool a safe and healthy place for recreation.

Please abide by the following POOL RULES when using the pool:

- 1) Always shower before using the pool (required by the Indiana State Board of Health)
- 2) Pool hours of operation are from 9:00 A.M to 9:00 P.M. The pool will be accessible by electronic key fob seven days a week during season hours only.
- 3) The pool will be available for Smithfield residents and guests to use from Memorial Day weekend through Labor Day weekend.
- 4) The pool facilities will be closed during unfavorable weather conditions, water contamination and temperatures below 60 degrees.
- 5) Running, pushing, or any type of dangerous or noisy behavior is not permitted in the pool area.
- 6) Music shall be restricted to headphones only.
- 7) Lude or lascivious public displays of affection are strictly prohibited and may result in loss of pool privileges.
- 8) Foul and abusive language is strictly prohibited and may result in loss of pool privileges.
- 9) No smoking, alcoholic beverages, or glass containers of any kind are allowed in the fenced pool deck area. Waste food shall be sealed before disposal to reduce insect problems. Please place all trash in the available receptacles.
- 10) Persons having a contagious or infectious health condition **shall not** use the pool.
- 11) No diving into the pool is allowed. Please use the steps or the ladders to enter the pool.
- 12) Proper swimming attire is required. Cut-offs and tee shirts are not allowed.
- 13) No pets are allowed in the fenced pool area or in the pool.
- 14) Pool furniture is not to be removed from pool deck areas.
- 15) Lounges, chairs or tables may not be reserved. These are available on a first come, first served basis.
- 16) The swimming pool area cannot be reserved for private parties.
- 17) Guests must be accompanied at all times by a Smithfield resident 18 or over.
- 18) Each household shall be allowed a maximum of 4 (four) guests at any one time. The Smithfield homeowner must accompany these guests at all times. During holiday weekends there will be no guests allowed; the pool area will be for resident use only.

- 19) Children under 18 years of age must be accompanied by an adult (over 18 years of age) when in the pool area. Children under the care of babysitters under the age of 18 shall not enter the pool area without a supervising adult over the age of 18 present.
- 20) Infants and toddlers shall not be allowed to enter the large pool without an adult over age 18. Infants and toddlers shall wear watertight plastic pants over diapers in the pools. Diapers alone shall not be worn in the pools.
- 21) Incidents of fecal activity in a pool shall be reported immediately to the Property Manager, Nalini Mowery at 317-591-5116, and the Marion County Health Department at 317-221-2000, so that immediate attention is given to this issue. The pool will remain closed a minimum of 48 hours after a fecal accident is reported.
- 22) Pool toys, rafts, noodles, clothing, balls, etc. shall not be left in the pools or on the pool deck after hours. These items create a maintenance problem and will be **removed** and **disposed** of daily.
- 23) Small swim aids will be permitted. Inflatable toys and large equipment such as rafts and air mattresses may be used at times of “off-peak” hours, as long as there are no objections from other homeowners also using pool.
- 24) Pump room and life-saving equipment are not to be tampered with or handled, except in cases of emergency. Please leave these items in place so that they are accessible in case of need.
- 25) Always have your safety rope equipment within easy reach inside pool area.
- 26) Any homeowner not in good standing with the HOA will have their access to the pool restricted until outstanding issue(s) are rectified. These residents are not to be allowed into the pool area by other residents.
- 27) When the safety and enjoyment of other residents are being compromised, the HOA has the right to limit or ban any resident or guests from the pool for failure to comply with the rules.
- 28) The HOA reserves the right to amend these rules to fit the needs of the community.

Please Remember:

- ❖ **THERE IS NO LIFEGUARD ON DUTY.**
- ❖ **USE OF ANY FACILITY AND EQUIPMENT PROVIDED IN THE POOL AREA IS AT YOUR DISCRETION.**
- ❖ **PLEASE USE EXTREME CAUTION.**
- ❖ **SWIM AT YOUR OWN RISK.**
- ❖ **LIFE-SAVING EQUIPMENT INCLUDING BACKBOARD, RESCUE POLE, FIRST AID KIT, RESCUE BOUY, LIFE PRESERVER, AND A TELEPHONE ARE AVAILABLE AT THE POOL HOUSE AND ARE FOR EMERGENCIES ONLY.**

Please contact Omni Property Management 317-591-5116 or the Indianapolis Metropolitan Police Department’s Southeast Division at 317-327-6300 if you notice improper behavior, acts of vandalism, use of alcoholic beverages, or unauthorized persons loitering at the pool.

ALWAYS DIAL 911 IN AN EMERGENCY.

The cooperation of your family members is required to make sure the pool is a safe and healthy recreation area.