

# 840046519

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOXCHASE



THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY RAL ENGINEERING AND CONSTRUCTION CORP., AN INDIANA CORPORATION HEREINAFTER REPERRED TO AS "DECLARANT".

## WITNESSETH:

WHEREAS, DELCARANT IS THE OWNER OF CERTAIN PROPERTY IN INDIANAPOLIS, MARION COUNTY, INDIANA, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, DECLARANT IS THE OWNER OF A CERTAIN PROPERTY IN INDIANAPOLIS, MARION COUNTY, INDIANA, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" ATTACHED HERETC AND B! THIS REFERENCE MADE A PART HEREOF. THE REAL ESTATE DESCRIBED IN EXHIBIT "A" IS INCLUDED WITHIN THE REAL ESTATE DESCRIBED IN EXHIBIT "B".

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE PRO-PERTIES DESCRIBED IN EXHIBIT "A" SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

ARTICLE I

NAME

84 46518

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS FOXCHASE, A SUBDIVISION LOCATED IN LAWFENCE TOWNSHIP, MARION COUNTY, INDIANA.

#### ARTICLE II

#### DEFINITIONS

್ತಾ ಪ್ರಾ

1. "DECLARANT" SHALL MEAN RAL ENGINEERING AND CONSTRUCTION CORP., ITS SUCCESSORS AND ASSIGNS.

2. "ASSOCIATION" SHALL MEAN AND REFER TO FOXCHASE HOMEOWNERS ASSOCIATION, INC., AN INDIANA NOT-FOR-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS.

- 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 PROPERTIES, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.
- 4. "IROPERTIES" SHALL MEAN AND REFER TO THE CERTAIN REAL ESTATE DESCRIBED IN EXHIBIT "A" EXCEPT STREETS DEDICATED TO THE PUBLIC AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- 5. "PLAT" SHALL MEAN AND REFER TO THE CONDITIONAL FINAL PLAT OF FOXCHASE AS APPROVED BY THE METROPOLITAN PLAN COMMISSION OF INDIANAPOLIS AND RECORDED IN THE MARION COUNTY, INDIANA, RECORDER'S OFFICE.
- 6. "FINAL PLAT" SHALL MEAN AND REFER TO THAT PORTION OF THE CONDITIONAL FINAL PLAT WHICH SHOWS THE FINAL LOCATION OF A LOT OR LOTS AND AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN

BORNED FOR RECORD BETTH O'LLUGHLIN RECORDE: THICK SE DEVELOPMENT COMMISSION AND RECORDED IN THE MARION COUNTY, INDIANA RECORDER'S OFFICE.

- 7. "LOT" SHALL MEAN AND REFER TO ANY PLATTED LOT AS SHOWN ON A RECORDED FINAL PLAT OF FOXCHASE SECTION ONE AND ON ANY OTHER SECTIONS ADDED THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- 8. "DWBLLING" SHALL MEAN AND REFER TO A SINGLE FAMILY RESIDENCE ERECTED ON A LOT WITHIN THE PROPERTIES.
- 9. "DEVELOPMENT PLAN" SHALL MEAN AND REFER TO THE REAL ESTATE DESCRIBED IN EXHIBIT "B", AND SHOWS THE TOTAL GENERAL SCHEME OF INTENDED USES OF THE LAND AS SHOWN IN EXHIBIT "C", AS THE SAME MAY BE AMENDED FROM TIME TO TIME.
- 10. "SECTION" SHALL MEAN AND REPER TO THE SECTION OF CONDITIONAL FINAL PLAT APPROVAL A SECTION OF FOXCHASE SUBDIVISION AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, AS MORE PARTICULARLY ILLUSTRATED AS THE CONDITIONAL FINAL PLAT APPROVED BY SAID PLAT COMMITTEE. A SECTION CONTAINS A GROUP OF LOTS CONTAINED WITHIN A SECTION.
- 11. "LIMITED COMMON AREA" SHALL MEAN AND REFER TO ALL THE REAL ESTATE (INCLUDING IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION BUT RESTRICTED IN USE TO THE LOT APPURTENANT THERETO SUCH AS PATIOS, DRIVEWAYS AND FARKING AREAS, AND MORE PARTICULARLY IDENTIFIED BY DESIGNATION ON THE FINAL PLAT.
- 12. "INITIAL COMMON AREA" SHALL MEAN AND REFER TO THE REAL ESTATE ADJACENT TO THE LOT AREA AS SHOWN ON THE AS FINAL PLAT.
- 13. "COMMON AREA" SHALL MEAN AND REFER TO ALL THE REAL ESTATE (INCLUDING IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS. THE COMMON AREA SHALL INCLUDE THE COMMON AREA AS SHOWN ON THE CONDITIONAL FINAL PLAT, THE LIMITED COMMON AREA, AND THE INITIAL COMMON AREA.
- 15. "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 16. "BY-LAWS" SHALL MEAN AND REFER TO THE BY-LAWS PROMULGATED AND ADOPTED AS THE GOVERNING RULES AND REGULATIONS OF THE ASSOCIATION.

## ARTICLE III

## PROPERTY RIGHTS

- 1. OWNERS EASEMENTS OF ENJOYMENT: EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE OF EVERY LOT, SUBJECT TO THE FOLLOWING PROVISIONS:
- A. THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHT TO USE OF THE COMMON AREAS BY ANY MEMBER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST THAT OWNER'S LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR ANY INFRACTION OF THE ASSOCIATION'S PUBLISHED RULES AND REGULATIONS.
- B. THE RIGHT OF THE ASSOCIATION TO PROMULGATE REASONABLE RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON AREAS.
- 2. DELEGATION OF USE: ANY CWNER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREAS TO THE MEMBERS OF HIS FAMILY, HIS TENANTS, GUESTS, OR CONTRACT PURCHASERS WHO RESIDE ON A LOT, SUBJECT TO REASONABLE REGULATIONS ADOPTED BY THE ASSOCIATION.

84 46519

3. PROPERTY SUBJECT TO DECLARATION: THE PROPERTIES WHICH ARE, AND SHALL BE, HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, SOLD, LEASED, RENTED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THIS DECLARATION ARE LOCATED IN MARION COUNTY, STATE OF INDIANA, AND ARE MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

## ARTICLE IV

## DECLARANT RIGHTS

- 1. ADDITIONS: DECLARANT ANTICIPATES THAT IT WILL SELL ADDITIONAL LOTS OR CONSTRUCT ADDITIONAL DWELLING UNITS ON ADDITIONAL SECTIONS BY EXPANSION WITHIN THE PROPERTIES ALL OR PART OF WHICH MAY BE ADDED IN THE MANNER SET FORTH HEREINAFTER. ADDED REAL ESTATE MAY BECOME SUBJECT TO THIS DECLARATION IN THE POLLOWING MANNER:
- A. ADDITIONS BY THE DECLARANT: DECLARANT SHALL HAVE THE RIGHT TO SUBJECT TO THE DECLARATION BY EXPANSION ANY ADDITIONAL REAL ESTATE WHICH LIES WITHIN THE AREA DESCRIBED IN EXHIBIT "B" AS IT MAY BE AMENDED FROM TIME TO TIME.
- B. OTHER ADDITIONS: ADDITIONAL REAL ESTATE, OTHER THAN THAT DESCRIBED ABOVE, MAY BE ANNEXED TO THE PROPERTIES UPON APPROVAL OF TWO-THIRDS (2/3) OF THE VOTES OF A QUORUM OF OWNERS. A QUORUM OF OWNERS SHALL CONSTITUTE MORE THAN ONE-HALF (1/2) OF THE OWNERS.

THE ADDITIONS AUTHORIZED UNDER SUBSECTION A. AND B. SHALL BE MADE BY FILING OF RECORD ONE OR MORE SUPPLEMENTARY DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RESPECT TO THE ADDITIONAL PROPERTY.

- 2. MERGER: IN ACCORDANCE WITH ITS ARTICLES OF INCORPORATION,
  THE PROPERTY, RIGHTS, AND OBLIGATIONS OF THE ASSOCIATION MAY, BY
  OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED ASSOCIATION SIMILAR IN CORPORATE NATURE AND PURPOSES OR,
  ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF AN
  ASSOCIATION SIMILAR IN CORPORATE NATURE AND PURPOSES MAY, BY
  OPERATION OF LAW, BE ADDED TO THE PROPERTY, RIGHTS AND OBLIGATIONS
  OF THE ASSOCIATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER.
  THE SURVIVING OR CONSOLIDATED ASSOCIATION MAY ADMINISTER THE COVENANTS AND RESTRICTIONS ESTABLISHED UPON ANY OTHER PROPERTIES AS
  ONE SCHEME. NO SUCH MERGER OR CONSOLIDATION, HOWEVER, SHALL
  EFFECT ANY REVOCATION, CHANGE OR ADDITION TO THE COVENANTS ESTABLISHED BY THIS DECLARATION EXCEPT AS HEREINAFTER PROVIDED. EXCEPT
  AS PROVIDED BY LAW, SUCH MERGER OR CONSOLIDATION SHALL HAVE THE
  ASCENT OF SEVENTY-FIVE PERCENT (75%) OF THE VOTES OF A QUORUM
  OF OWNERS.
- 3. USE OF PROPERTY: DECLARANT RESERVES THE RIGHT TO USE ANY OF THE LOTS AS MODELE AND TO SELL, ASSIGN OR CONDUCT OTHER BUSINESSES IN CONNECTION WITH THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT FROM ANY OF SUCH LOTS PRIOR TO THEIR BEING SOLD. THIS RESERVATION OF RIGHT OR PRIVILEGE IN DECLARANT INCLUDES, BUT IS NOT LIMITED TO, THE RIGHT TO MAINTAIN MODELS, ERECT SIGNS, MAINTAIN AN OFFICE, STAFF THE OFFICE WITH EMPLOYEES, AND TO SHOW LOTS THEN UNSOLD. DECLARANT RETAINS THE RIGHT TO BE CONSIDERED AN OWNER OF ANY LOT THIT REMAINS UNSOLD. DECLARANT ALSO RESERVES THE RIGHT TO MAKE CHANGES IN THE LOCATION OR MANNER OF CONSTRUCTION OF BUILDINGS AND OTHER IMPROVEMENTS.

#### ARTICLE V

## DEVELOPMENT AND CONVEYANCE

1. DEVELOPMENT PLAN: THE DEVELOPMENT PLAN, ILLUSTRATED IN EXHIBIT "C", IS THE GENERAL DESIGN FOR THE DEVELOPMENT OF THE PROPERTIES WHICH MAY BE MODIFIED AND AMENDED, AS PROVIDED HEREIN,

DURING THE SEVERAL YEARS REQUIRED TO BUILD THE COMMUNITY. THE DECLARANT IS NOT BOUND TO DEVELOP ANY ADDITIONAL SECTIONS. THE DECLARANT HEREBY RESERVES THE RIGHT TO AMEND THE DEVELOPMENT PLAN IN RESPONSE TO CHANGES IN TECHNOLOGICAL, ECONOMIC, ENVIRONMENTAL OR SOCIAL CONDITIONS RELATED TO THE DEVELOPMENT OR MARKETING OF THE PROPERTIES OR TO CHANGES IN REQUIREMENTS OF FINANTIAL INSTITUTIONS.

- 2. CONVEYANCE: THE LOTS SHALL BE CONVEYED BY MEANS OF A FEW SIMPLE TITLE.
- 3. TITLE TO INITIAL COMMON AREA: THE DECLARANT SHALL CONVEY THE INITIAL COMMON AREA AS SHOWN ON A FINAL PLAT TO THE ASSOCIATION BY MEANS OF A FEE SIMPLE TITLE PRIOR TO THE CONVEYANCE OF THE LOT ADJACENT TO THE INITIAL COMMON AREA.

#### ARTICLE VI

#### MEMBERSHIP

THE ASSOCIATION SHALL HAVE TWO CLASSES OR MEMBERSHIP:

- 1. CLASS "A": CLASS "A" MEMBERS SHALL BE ALL OWNERS OF LOTE WITHIN THE PROPERTIES WITH THE EXCEPTION OF THE DECLARANT AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON OR ENTITY HOLDS AN INTEREST IN ANY LOT DURING ANY PERIOD OR MEMBERSHIP, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY LOT.
- 2. CLASS "B": CLASS "B" MEMBERS SHALL BE THE DECLARANT WHO SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH PLATTED AND UN-PLATTED LOT OWNED AS SHOWN ON THE DEVELOPMENT PLAN AND THE MEMBERS OF THE FIRST BOARD OF DIRECTORS DURING THEIR RESPECTIVE TERMS, WHO SHALL HAVE NO VOTING RIGHTS. CLASS "B" MEMBERSHIP OF DECLARANT SHALL EXPIRE AT SUCH TIME AS THE NUMBER OF CLASS "A" VOTES EQUALS THE NUMBER OF CLASS "B" VOTES OR JANUARY 1, 1991, WHICHEVER FIRST OCCURS. ALL PLATTED OR UNPLATTED LOTS OWNED BY THE DECLARANT UPON THE TERMINATION OF CLASS "B" MEMBERSHIP SHALL BE AUTOMATICALLY CONVERTED TO CLASS "A" MEMBERSHIP.

## ARTICLE VII

## COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIENS AND OBLIGATIONS FOR ASSESSMENTS: EACH OWNER WITHIN THE PROPERTIES, AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREOF, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREE, TO PAY TO THE ASSOCIATION SUCH ANNUAL AND SPECIAL ASSESSMENTS AS ARE ESTABLISHED HEREIN AND WHICH ARE TO BE PAID IN THE MANNER HEREINAFTER PROVIDED.

THE ANNUAL AND SPECIAL ALSESSMENTS (AS HEREINAPTER DEFINED),
TOGETHER WITH SUCH REASONABLE LATE FEES AS MAY BE LEVIED, INTEREST, COSTS OF COLLECTION (INCLUDING COURT COSTS AND ATTORNEY
FEES) AS HEREINAPTER PROVIDED, SHALL BE A CHARGE ON THE LAND
AND SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH
EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER
WITH LATE FEES, INTEREST AND COSTS OF COLLECTION, SHALL ALSO
BE THE PERSONAL OBLIGATION OF THE OWNER OF SUCH PROPERTY. IN
THE CASE OF A VOLUNTARY CONVEYANCE, THE GRANTEE SHALL BE JOINTLY
AND SEVERALLY LIABLE WITH THE GRANTOR FOR ANY UNPAID ASSESSMENTS
AND/OR CHARGES. NO OWNER MAY WATVE OR OTHERWISE ESCAPE LIABILITY
FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON
AREA OR ABANDONMENT OF HIS LOT.

# 2. ANNUAL ASSESSMENTS:

- (A) PURPOSE: THE ANNUAL ASSESSMENT SHALL BE USED EXCLUSIVELY TO PROVIDE SERVICES TO MEMBERS WHICH PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE MEMBERS; AND TO IMPROVE, MAINTAIN, AND OPERATE THE COMMON AREAS AND IMPROVEMENTS, INCLUDING FUNDING OF APPROPRIATE RESERVES FOR FUTURE REPAIR AND REPLACEMENT.
- (B) MAXIMUM ANNUAL ASSESSMENT: UNTIL JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE FORTY-NINE DOLLARS (\$49.00) PER LOT.

FROM AND APTER JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR NOT MORE THAN 10% ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.

FROM AND AFTER JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED ABOVE 10% BY A VOTE OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE.

THE BOARD OF DIRECTORS MAY FIX THE ANNUAL ASSESSMENT AT AN AMOUNT NOT IN EXCESS OF THE MAXIMUM.

THE FIRST ANNUAL ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF A LOT IN A FINAL PLAT TO AN OWNER OTHER THAN DECLARANT.

## 3. SPECIAL ASSESSMENTS:

- (A) CAPITAL IMPROVEMENT ASSESSMENT: THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT AGAINST LOTS, APPLICABLE TO THAT YEAR AND PAYABLE OVER NOT MORE THAN THE NEXT THREE (3) SUCCEEDING YEARS, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT OR MAJOR LANDSCAPING EFFORT UPON THE COMMON AREAS PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF THE CLASS "B" MEMBERS, IF ANY, AND OF TWO-THIRDS (2/3) OF THE VOTES OF A QUORUM OF OWNERS.
- (B) RESTORATION ASSESSMENT: THE ASSOCIATION MAY LEVY A RESTORATION ASSESSMENT UPON ANY LOT WHEN THE OWNER FAILS TO MAINTAIN SUCH LOT, AS PROVIDED IN ARTICLE 8. RESTORATION ASSESSMENTS SHALL BE LIMITED TO THE AMOUNT NECESSARY TO MEET THE COST OF RESTORATION AND THE COST OF COLLECTION THEREOF.
- 4. EXEMPT PROPERTY: THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPTED FROM THE ASSESSMENTS, CHARGES AND LIENS CREATED HEREIN:
- (A) ALL PROPERTIES TO THE EXIENT OF ANY EASEMENT OR OTHER INTEREST THEREIN DEDICATED AND ACCEPTED BY A PUBLIC AUTHORITY AND DEVOTED TO PUBLIC USE.
- (B) ALL COMMON AREAS.
- (C) ALL PROPERTIES EXEMPTED FROM TAXATION BY THE STATE OR CITY GOVERNMENT UPON THE TERMS AND TO THE EXTENT OF SUCH LEGAL EXEMPTION.

NOTWITHSTANDING ANY PROVISIONS HEREIN, NO OCCUPIED LOTS SHALL BE EXEMPT FROM SAID ASSESSMENTS, CHARGES OR LIENS.

5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 2 AND 3: WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE

OF TAKING ANY ACTION AUTHORIZED UNDER SECTION 2 OR 3 SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOR MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING. AT THE FIRST SUCH MEETING CALLED, THE PRESENCE OF MEMBERS OR OF PROXIES ENTITLED TO CAST SIXTY PEICENT (60%) OF ALL THE VOTES OF MACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM. IF THE REQUIRED QUORUM IS NOT PRESENT, ANOTHER MEETING MAY BE CALLED SUBJECT TO THE SAME NOTICE REQUIREMENT, AND THE REQUIRED QUORUM AT THE SUBSEQUENT MEETING SHALL BE ONE-HALF (1/2) OF THE REQUIRED QUORUM AT THE PRECEDING MEETING. NO SUCH SUBSEQUENT MEETING SHALL BE HELD MORE THAN SIXTY (60) DAYS FOLLOWING THE PRECEDING MEETING.

- 6. UNIFORM RATE OF ASSESSMENT: BOTH THE ANNUAL AND SPECIAL ASSESSMENTS MUST BE FIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY BASIS.
- 7. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION: ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF 15 PERCENT PER ANNUM. THE ASSOCIATION MAY BRING AN ACTICN AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR FORECLOSE THE LIEN AGAINST THE PROPERTY. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.
- 8. SUBORDINATION OF THE LIEN TO MORTGAGES: THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEN THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR AND ASSESSMENTS THERE-AFTER BECOMING DUE OR FROM THE LIEN THEREOF.

## ARTICLE VIII

# MAINTENANCE

- 1. EXTERIOR MAINTENANCE: IN ADDITION TO MAINTENANCE UPON THE COMMON AREA, THE ASSOCIATION SHALL PROVIDE EXTERIOR MAINTENANCE UPON EACH LOT WHICH IS SUBJECT TO ASSESSMENT HEREUNDER, AS FOLLOWS: PAINT, REPAIR, REPLACEMENT AND CARE FOR ROOFS, GUTTERS, DOWN-SPOUTS, EXTERIOR, BUILDING SURFACES, THE EXTERIOR OF APPROVED FENCING, TREES, SHRUBS, WALKS AND OTHER EXTERIOR IMPROVEMENTS. SUCH EXTERIOR MAINTENANCE SHALL NOT INCLUDE GLASS SURFACES. IN THE EVENT THE NRED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENT THEREON IS CAUSED THROUGHT THE WILLPUL OR NEGLIGENT ACT OF THE FAMILY, GUESTS, OR INVITEES OF THE LOT NEEDING SUCH MAINTENANCE OR REPAIR, THE COST OF SUCH EXTERIOR MAINTENANCE SHALL BE ADDED TO AND BECOME A PART OF THE ASSESSMENT TO WHICH SUCH LOT IS SUBJECT.
- 2. MAINTENANCE BY OWNERS: THE OWNER OF EACH LOT SHALL FURNISH AND BE RESPONSIBLE FOR, AT HIS OWN EXPENSE. ALL THE MAINTENANCE, REPAIRS, DECORATING AND REPLACEMENTS WITH HIS RESIDENCE, INCLUDING THE HEATING AND FIR CONDITIONING SYSTEM AND ANY FARTITIONS AND INTERIOR WALLS. HE FURTHER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL WINDOWS AND ALSO THE INTERIOR OF ANY FENCED LIMITED COMMON AREA, AND ANY AND ALL OTHER MAINTENANCE, REPAIR, AND REPLACEMENTS OF THE IMPROVEMENTS ON HIS LOT UNLESS OTHERWISE PROVIDED HEREIN.

#### PRTICLE I'

#### INSURANCE

- 1. MASTER CASUALTY INSURANCE: THE ASSOCIATION SHALL PURCHASE A MASTER CASUALTY INSURANCE POLICY ON ALL ATTACHED DWELLINGS AFFORDING FIRE AND EXTENDED COVERAGE IN AN AMOUNT CONSCNANT WITH THE REASONABLE REPLACEMENT VALUE OF THE IMPROVEMENTS THAT IN WHOLE OR IN PART COMPRISE THE COMMON AREA FACILITIES AND ATTACHED DWELLINGS, PAID AS A PART OF THE COMMON EXPENSE.
- 2. MASTER LIABILITY POLICY: THE BOARD OF DIRECTORS, IN BEHALF OF THE OWNERS THROUGH THE ASSOCIATION OF OWNERS, SHALL ALSO PURCHASE A MASTER LIABILITY POLICY IN AN AMOUNT REQUIRED BY THE BY-LAWS OR REVISED FROM TIME TO TIME BY A DECISION OF THE BOARD OF DIRECTORS, WHICH POLICY SHALL COVER THE ASSOCIATION OF OWNERS, THE EXECUTIVE ORGAN, IF ANY, THE MANAGING AGENT, IF ANY ALL PERSONS ACTING OR WHO MAY COME TO ACT AS AGENTS OR EMPLOYEES OF ANY OF THE FOREGOING WITH RESPECT TO THE PROPERTIES, ALL OWNERS AND ALL OTHER PERSONS ENTITLED TO OCCUPY ANY ATTACHED OR DETACHED DWELLING OR OTHER PORTIONS OF THE PROPERTIES.
- 3. OTHER INSURANCE POLICIES: SUCH OTHER POLICIES AS MAY BE REQUIRED IN THE INTEREST OF THE OWNERS AND THE ASSOCIATION MAY BE OBTAINED BY THE BOARD OF DIRECTORS FOR THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, WORKMEN'S COMPENSATION INSURANCE, LIABILITY INSURANCE ON MOTOR VEHICLES OWNED BY THE ASSOCIATION, AND SPECIALIZED POLICIES COVERING LANDS OR IMPROVEMENTS ON WHICH THE ASSOCIATION HAS OR SHARED OWNERSHIP OR OTHER RIGHTS AND OFFICERS' AND DIRECTORS' LIABILITY POLICIES.
- 4. NOTIFICATION OF OWNERS: WHEN ANY POLICY OF INSURANCE HAS BEEN OBTAINED BY OR ON BEHALF OF THE .250CIATION, WRITTEN NOTICE OF THE OBTAINMENT THEREOF AND OF ANY SUBSEQUENT CHANGES THEREIN OR TERMINATION THEREOF SHALL BE PROMPTLY FURNISHED TO EACH OWNER WHOSE INTEREST MAY BE AFFECTED THEREBY BY THE OFFICER REQUIRED TO SEND NOTICES OF MEETINGS OF THE ASSOCIATION.
- 5. DAMAGE OR DESTRUCTION: IN THE CASE OF FIRE OR ANY OTHER CASUALTY OR DISASTER, OTHER THAN COMPLETE DESTRUCTION OF ALL BUILDINGS CONTAINING THE DWELLINGS. THE IMPROVEMENTS SHALL BE RECONSTRUCTED AND THE INSURANCE PROCEED APPLIED TO RECONSTRUCT THE IMPROVEMENTS.

IN THE EVENT OF COMPLETE DESTRUCTION OF ALL OF THE BUILDINGS CONTAINING DWELLINGS, THE BUILDINGS SHALL NOT BE RECONSTRUCTED, EXCEPT AS OTHERWISE PROVIDED, AND THE INSURANCE PROCEEDS, IF ANY, SHALL BE DIVIDED AMONG THE OWNERS PROPORTIONATELY ACCORDING TO THE FAIR MARKET VALUE OF ALL THE DWELLINGS IMMEDIATELY BEFORE THE CASUALTY AS COMPARED WITH ALL OTHER DWELLINGS.

A DETERMINATION OF COMPLETE DESTRUCTION OF THE BUILDINGS CONTAINING DWELLINGS SHALL BE DETERMINED BY A VOTE OF TWO-THIRDS (2/3) OF ALL OWNERS AT A SPECIAL MEETING OF THE ASSOCIATION CALLED FOR THAT PURPOSE.

WHERE THE IMPROVEMENTS ARE NOT INSURED OR WHERE THE INSURANCE PROCEEDS ARE NOT SUFFICIENT TO COVER THE COST OF REPAIR OR RECONSTRUCTION AND THE PROPERTY IS NOT TO BE REMOVED FROM THIS DECLARATION, THE OWNERS SHALL CONTRIBUTE THE BALANCE OF ANY SUCH COSTS IN THE PERCENTAGE BY WHICH AN OWNER OWNS AN UNDIVIDED INTEREST I. THE COMMON AREAS AND FACILITIES AS EXPRESSED IN THE DECLARATION PLUS AN EQUITABLE ALLOCATION OF THE SALES PRICE OR EACH DWELLING DESTROYED AS COMPARED TO THE TOTAL COST OR REPLACEMENT OF ALL DESTROYED BUILDINGS. SUCH AMOUNT SHALL BE ASSESSED AS PART OF THE COMMON EXPENSES AND SHALL CONSTITUTE A LIEN FROM THE TIME OF ASSESSMENT.

#### ARTICLE X

#### TAXES

EACH OWNER SHALL PAY ALL INSTALLMENTS OF REAL ESTATE TAXES ON THE LOT, OR LOTS, OWNED BY HIM. IN THE EVENT THAT ANY INSTALLMENT OF SUCH TAXES BECOMES DELINQUENT, THEN THE ASSOCIATION SHALL HAVE THE RIGHT TO PAY SUCH INSTALLMENTS, AND ANY AMOUNT SC PAID BY THE ASSOCIATION SHALL BECOME A LIEN ON SUCH OWNER'S PROPERTY.

#### ARTICLE XI

## PARTY WALLS

- 1. GENERAL RULES OF LAW AND DEFINITION: EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE DWELLING UPON THE PROPERTIES AND PLACED ON THE DIVIDING LINE BETWEEN THE LOTS SHALL CONSTITUTE A PARTY WALL, TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THIS ARTICLE, THE GENERAL RULES OF LAW OF THE STATE OF INDIANA REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO.
- 2. SHARING OF REPAIR AND MAINTENANCE: THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A PARTY SHALL BE SHARED BY THE OWNERS WHO MADE USE OF THE WALL IN PROPORTION OF SUCH USE.
- 3. DESTRUCTION BY FIRE OR OTHER CASUALTY: IF A PARTY WALL IS DESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO HAS USED THE WALL MAY RESTORE IT, AND IF THE OTHER OWNERS THEREAFTER MAKE USE OF THE WALL, THEY SHALL CONTRIBUTE TO THE COST OF RESTORATION THEREOF IN PROPORTION TO SUCH USE WITHOUT PREJUDICE, HOWEVER, TO THE RIGHT OF ANY SUCH OWNERS TO CALL FOR A LARGER CONTRIBUTION FROM THE OTHERS UNDER ANY RULE OF LAW REGARDING LIABILITY FOR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS.
- 4. WEATHERPROOFING: NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, AN OWNER WHO BY HIS NEGLIGENT OR WILLFUL ACT CAUSES THE PARTY WALL TO BE EXPOSED TO THE ELEMENTS SHALL BEAR THE WHOLE COST OF FURNISHING THE NECESSARY PROTECTION AGAINST SUCH ELEMENTS.
- 5. RIGHT TO CONTRIBUTION RUNS WITH THE LAND: THE RIGHT OF ANY OWNER TO CONTRIBUTION FROM ANY OTHER OWNER UNDER THIS ARTICLE SHALL BE APPURTENANT TO THE LAND AND SHALL PASS TO SUCH OWNER'S SUCCESSORS IN TITLE.
- 6. ARBITRATION: IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, OR UNDER THE PROVISIONS OF THIS ARTICLE, THE BOARD OF DIRECTORS SHALL CHOOSE THREE (3) ARBITRATORS AND THE DECISION SHALL BE BY A MAJORITY OF ALL THE ARBITRATORS.

#### ARTICLE XII

## EASEMENTS

1. BY DECLARANT: DECLARANT HEREBY RESERVES AN EASEMENT UNTO ITSELF AND HEREBY RESERVES UNTO ITSELF THE RIGHT TO SELL, CONVEY, TRANSFER AND GRANT AN EASEMENT OR EASEMENTS AND RIGHTS-OF-WAY ACROSS AND THROUGH THE COMMON AREAS FOR THE PURPOSE OF INSTALLING DITCHES, TILES, PIPES AND OTHER TYPES OF DRAINS, SEWERS AND SEWER LINES, UTILITY LINES, DUCTS, WIRES, PIPES AND THE LIKE AND PROVIDING ACCESS RIGHTS FROM ONE SUBDIVISION TO ANOTHER OR BETWEEN SUBDIVISIONS OR FOR ANY SUBDIVISION. DECLARANT FURTHER

RESERVES UNTO ITSELF THE RIGHT TO DEDICATE ANY PORTION OF THE COMMON AREAS OR ANY UTILITY LINES SEWER, DRAIN, ROADWAY OR THE LIKE TO ANY GOVERNMENTAL BODY, MUNICIPALITY, UTILITY OR THE LIKE, INCLUDING THE RIGHT TO DEDICATE PUBLIC STREETS AND ROADS. THE INTEREST OF EACH MEMBER OF THE ASSOCIATION IN THE COMMON AREAS SHALL BE AND IS SUBJECT TO THE EASEMENTS AND RIGHTS HEREBY CREATED AND SHALL BE AND IS SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES WHO SERVICE THE UTILITIES AND EASEMENTS HEREBY CREATED OR HEREAFTER GRANTED. ANY SUCH GRANT BY DECLARANT SHALL BE BY RECORDED INSTRUMENT AND, ON AND AFTER THE RECORDA-TION THEREOF, NO PERMANENT STRUCTURE OF ANY KIND SHALL BE BUILT, ERECTED OR MAINTAINED ON ANY SUCH EASEMENT UNLESS OTHERWISE AGREED OR ALLOWED BY THE GRANTEE THEREOF. THIS RIGHT OF DECLARANT SHALL EXPIRE AT SUCH TIME AS DECLARANT NO LONGER RETAINS ANY OWNERSHIP INTEREST IN THE PROPERTIES OF FIZE YEARS AFTER THE FILING OF ANY SUPPLEMENTARY DECLARATION, WHICHEVER FIRST OCCURS.

2. BY THE ASSOCIATION: SUBJECT TO THE EASEMENTS AND RIGHTS
SPECIFIED BY DECLARANT HEREIN, THE ASSOCIATION SHALL HAVE THE
RIGHT TO SELL, CONVEY, TRANSFER AND GRANT EASEMENTS AND RIGHTS—
OF-WAY ACROSS AND THROUGH THE COMMON AREAS TO ANY PUBLIC AGENCY,
AUTHORITY OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. SUCH SALE, CONVEYANCE,
TRANSFER, GRANT OR DEDICATION SHALL HAVE THE ASSENT OF A MAJORITY OF THE VOTES OF THE MEMBERS WHO ARE VOTING IN PERSON
OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE: PROVIDED,
HOWEVER, TERMS AND PROVISIONS HEREOF REGARDING SUCH MEMBER
APPROVAL AND MAY RELY UPON THE REPRESENTATIONS OF THE BOARD
OF DIRECTORS AND THE OFFICERS OF THE ASSOCIATION. ANY INSTRUMENT DULY EXECUTED BY THE OFFICERS OF THE ASSOCIATION GRANTING
ANY EASEMENT OR DEDICATION AS HEREIN PROVIDED SHALL BE BINDING
UPON THE ASSOCIATION AS TO ANY GRANTEE IN GOOD FAITH.

THE ASSOCIATION SHALL HAVE AND IS HEREBY GRANTED AN EASEMENT FOR ACCESS TO ALL LOTS FOR INGRESS AND EGRESS AS REASONABLY REQUIRED BY I'S OFFICERS, DIRECTORS, EMPLOYEES, AND THEIR AGENTS AND INDEPENDENT CONTRACTORS, IN ORDER TO PERFORM ITS OBLIGATIONS AND DUTIES AS SET FORTH IN THIS DECLARATION. THE EASEMENT SPECIFIED HEREIN IS ALSO RESERVED FOR THE BENEFIT OF DECLARANT SO LONG AS DECLARANT OWNS ANY LOT.

3. ENCROACHMENTS: IF ANY PORTION OF THE COMMON AREAS SHALL ENCROACH UPON ANY LOT OR IF ANY IMPROVEMENT, BUILDING, OVERHANG, FIXTURE OR OTHER STRUCTURE OR IMPROVEMENT OF WHATEVER TYPE SHALL FOR ANY REASON ENCROACH UPON ANY PORTION OF THE COMMON AREAS AS A RESULT OF THE CONSTRUCTION OF A BUILDING OR IMPROVEMENT, A PERPETUAL BASEMENT FOR THE ENCROACHMENT AND FOR MAINTENANCE IS RETAINED BY THE DECLARANT FOR ITS BENEFIT AND FOR THE BENEFIT OF THE ASSOCIATION AND ANY OWNER WHOSE LOT IS AFFECTED THEREBY AND SHALL EXIST PERPETUALLY. IN THE EVENT SUCH BUILDING OR IMPROVEMENT SHALL BE PARTIALLY OR TOTALLY DESTROYED AS A RESULT OF FIRE OR OTHER CASUALTY OR AS A RESULT OF CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, AND THEIR REBUILT, ANY RESULTING ENCROACHMENT SHALL BE PERMITTED, AND A VALID EASEMENT FOR SUCH ENCROACHMENT IS HEREBY RESERVED BY THE DECLARANT FOR ITS BENEFIT AND FOR THE BENEFIT OF THE ASSOCIATION AND ANY OWNER OF A LOT WHO IS AFFECTED THEREBY.

## ARTICLE XIII

# MORTGAGEE'S RIGHTS

1. NOTICE OF RIGHTS OF MORTGAGEE OF A LOT: UPON WRITTEN REQUEST BY A MORTGAGEE OF THE ASSOCIATION, MORTGAGE OF A LOT SHALL BE ENTITLED TO RECEIVE WRITTEN NOTIFICATION OF ANY DEFAULT, NOT CURED WITHIN SIXTY (60) DAYS APTER ITS GCCURRENCE, BY THE OWNER OF THE LOT OF ANY OBLIGATION OF THE OWNER UNDER THE DECLARATION,

THE BY-LAWS OF THE ASSOCIATION OR THE ARTICLES OF INCORPORATION OF THE ASSOCIATION. THE REQUEST FOR NOTIFICATION CAN BE MADE BY ANY MORTGAGEE OF A LOT, ITS SUCCESSOR OR ASSIGN.

- 2. RIGHTS OF FIRST REFUSAL: NO FIRST MORTGAGEE, ITS SUCCESSOR OR ASSIGN, OF A LOT WHO COMES INTO POSSESSION OF THAT LOT PURSUANT TO THE REMEDIES PROVIDED IN THE MORTGAGE, FORECLOSURE OF THE MORTGAGE, A DEED OR ASSIGNMENT TAKEN IN LIEU OF FORECLOSURE SHALL BE SUBJECT TO ANY RIGHTS OF FIRST REFUSAL WHICH THE OWNER MAY HAVE GIVEN TO THE ASSOCIATION OR OTHER OWNERS OF THE LOTS.
- 3. RIGHT TO EXAMINE BOOKS AND RECORDS: MORTGAGEES, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO EXAMINE THE BOOKS AND RECORDS OF THE ASSOCIATION.

## ARTICLE XIV

## HARMONY AND ENVIRONMENTAL CONTROLS

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE, EXCEPT ORIGINAL CONSTRUCTION OF BUILDINGS BY OR ON BEHALF OF DECLARANT, SHALL BE COMMENCED, DIRECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, OTHER THAN BY THE BOARD OF DIRECTORS, BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR BY AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. ANY CHANGE IN THE APPEARANCE OF THE COLOR OF ANY PART OF THE EXTERIOR OF A RESIDENCE SHALL BE DEEMED A CHANGE THERETO AND SHALL REQUIRE THE APPROVAL THEREFOR 'S ABOVE PROVIDED.

#### ARTICLE XV

## USE RESTRICTIONS

- 1. DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES, SHALL NOT BE LESS THAN 925 SQUARE FEET IN THE CASE OF A ONZ STORY STRUCTURE, NOR SHALL THE GROUND FLOOR AREA BE LESS THAN 600 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE WITH LESS THAN 1200 SQUARE FEET OF FINISHED LOOR AREA IN SUCH MULTIPLE STORY STRUCTURE.
- 2. ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

THE BOARD OF DIRECTORS OF THE HOWEOWNERS ASSOCIATION MAY FROM TIME TO TIME ISSUE RULES AND REGULATIONS PERTAINING TO MAINTAINING DOGS, CATS, OR OTHER HOUSEHOLD PETS WITHIN THE COMMUNITY.

- 3. WASTE DISPOSAL: NO LOT OR COMMON AREA SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. WASTE MATTER OR MATERIALS SHALL BE KEPT ONLY IN SANITARY CONTAINERS. TRASH OR GARBAGE CONTAINERS SHALL NOT BE PERMITTED TO REMAIN IN PUBLIC VIEW EXCEPT ON DAYS OF TRASH COLLECTION.
- 4. ANTENNA: NO OUTSIDE TELEVISION OR RADIO AERIAL OR ANTENNA, FOR RECEPTION OR TRANSMISSION SHALL BE MAINTAINED UPON ANY LOT UNLESS SUCH SUBSTRUCTURE IS A PART OF THE BASIC DESIGN OF A DWELLING OR GROUP OF DWELLINGS OR WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

... **84 4651**9

- 5. NOXIOUS ACTIVITY: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT WITHIN ANY DWELLING SITUATED UPON A LOT NOR SHALL ANYTHING BE DONE THEREIN OR THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD OR THE OTHER OWNERS OF THE LOTS.
- 6. MAINTENANCE AND STORAGE OF VEHICLES: NO JUNK VEHICLES, MOTORCYCLES, COMMERCIAL VEHICLE, TRAILER TRUCK, CAMPER, CAMP TRUCK, HOUSE TRAILER, BOAT, OR THE LIKE SHALL BE KEPT UPON THE PROPERTIES (EXCEPT IN ENCLOSED GARAGES) NOR SHALL THE REPAIR OR EXTRAORDINARY MAINTENANCE OF AUTOMOBILES OR OTHER VEHICLES BE CARRIED OUT THEREON EXCEPT FOR BONAFIDE EMERGENCIES.
- 7. ASSOCIATION RULES: THERE SHALL BE NO VIOLATION OF ANY RULES FOR THE COMMON AREA WHICH MAY FROM TIME TO TIME BE ADOPTED BY THE BOARD OF DIRECTORS OR PROMULGATED AMONG THE MEMBERSHIP BY THEM IN WRITING, AND THE BOARD OF DIRECTORS IS HEREBY AND ELSEWHERE IN THE BY-LAWS, AUTHORIZED TO ADOPT SUCH RULES.
- 8. SIGNS: EXCEPT FOR ENTRANCE SIGNS, DIRECTIONAL SIGNS, COM-MUNITY "THEME" AND THE LIKE, NO SIGNS OF ANY CHARACTER SHALL BE ERECTED, POSTED OR DISPLAYED UPON, IN OR ABOUT ANY LOT SITUATED UPON THE PROPERTIES, PROVIDED, HOWEVER, IF SPECIFICALLY PERMITTED BY A WRITTEN RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS.
- 9. BUSINESSES: ALL PREMISES SHALL BE USED FOR SINGLE-FAMILY RESIDENCE USES ONLY. NO HOME OCCUPATION SHALL BE CONDUCTED OR MAINTAINED ON ANY LOT OTHER THAN ONE WHICH IS INCIDENTAL TO A BUSINESS, PROFESSION OR OCCUPATION OF THE OWNER OR OCCUPANT OF ANY SUCH LOT AND WHICH IS GENERALLY OR REGULARLY CONDUCTED IN ANOTHER LOCATION AWAY FROM SUCH LOT.
- 10. INTERSECTIONS: NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 and 6 FT. ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON A CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES IN A LINE CONNECTING POINTS 25 FT. 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 10 FT. FROM THE INTERSECTION OF THE STREET LINE WITH THE EDGE OF THE DRIVEWAY PAVEMENT OR ALLEY LINE. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOILAGE LINE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

## ARTICLE XVI

# USE OF GEIST RESERVOIR

RIGHTS OF THE OWNER TO USE GEIST RESERVOIR ARE GOVERNED BY A LICENSE AGREEMENT BETWEEN THE INDIANAPOLIS WATER COMPANY AND THE SHOREWOOD CORPORATION, DATED THE 19th DAY OF OCTOBER, 1970, AND RECORDED ON THE 22nd DAY OF OCTOBER, 1970, AS INSTRUMENT \$70-46985, IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA.

IN GENERAL, SINCE THESE PROPERTIES WERE PURCHASED OFF OF THE SHOREWOOD CORPORATION, THEN THE OWNERS OF THE LOTS HAVE THE SAME RIGHTS AS ALL OTHER SHOREWOOD PROPERTIES INCLUDING SWIMMING POOLS, TENNIS COURTS, CLUB HOUSE FACILITIES, BOAT DOCK PRIVILEGES, AND OTHER AMENITIES IF AND WHEN THESE FACILITIES ARE AVAILABLE.

## ARTICLE XVII

# GENERAL PROVISIONS .

1. ENFORCEMENT: THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE ENFORCED BY THE ASSOCIATION OR ANY OWNER. ENFORCEMENT

OF THSE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, CONDITION OR LISTRICTION EITHER TO RESTRAIN OR ENJOIN VIOLATION OR TO RECOVER DA. AGES, AND AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THE AS COVENANTS, AND THE FAILURE OF FORBEARANCE BY THE ASSOCIATION OR ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE EEEMED A WAIVER OR THE RIGHT TO DO SO THEREAFTER. THERE SHALL BE AND THERE IS HEREBY CREATED AND DECLARED TO BE CONCLUSIVE PRESUMPTION THAT ANY VIOLATION OR BREACH OF ANY ATTEMPTED VIOLATION OR BREACH OF AN. OF THE WITHIN COVENANTS, CONDITIONS OR RESTRICTIONS CANNOT BE ADEQUATELY REMEDIED BY ACTION AT LAW OR BY RECOVERY OF DAMAGES.

- 2. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENA/TS, CONDITIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3. DURATION: EXCEPT WHERE PERMANENT EASEMENTS OR OTHER PERMANENT RIGHTS OR INTEREST ARE HEREIN CREATED, THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDATION OF THIS DECLARATION, AFTER WHICH THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS BY A TWO-THIRDS (2/3) VOTE OF ALL MEMBERS OF THE ASSOCIATION SUCH COVENANTS AND CONDITIONS ARE AMENDED,
- 4. AMENDMENT: THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY-FIVE (25) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN TWO-THIRDS (2/3) OF SUCH LOT OWNERS. AN AMENDMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF MAKION COUNTY, INDIANA. NO SUCH AGREEMENT TO AMEND, IN WHOLE OR IN PART, SHALL BE EFFECTIVE UNLESS WRITTEN MOTICE OF THE PROPOSES AGREEMENT IS SENT TO EVERY OWNER AT LEAST THIRTY (30) DAYS IN ADVANCE OF ANY ACTION TAKEN AND NO SUCH AGREEMENT SHALL BE EFFECTIVE WITH RESPECT TO ANY PERMANENT EASEMENT OR OTHER PERMANENT RIGHTS OR INTEREST RELATING TO THE COMMON AREAS RETEIN CREATED.
- 5. LIMITATIONS: AS LONG AS DECLARANT HAS AN INTEREST IN DEVELOPING THE PROPERTIES, THE ASSOCIATION MAY NOT USE ITS FINANCIAL RESOURCES TO DEPRAY ANY COSTS OF OPPOSING THE DEVELOPMENT ACTIVITIES SO LONG AS THEY REMAIN CONSISTENT WITH THE GENERAL INTENTS OF THE DEVELOPMENT PLAN. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE RIGHTS OF THE MEMBERS TO ACT AS INDIVIDUALS OR IN AFFILIATION WITH OTHER MEMBERS OR GROUPS.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN HAS HEREUNTO SET 1.3 HAND AND SEAL THIS 1911 DAY OF 1984.

RICHARD A. LEWIS, President
RAL ENGINEERING AND CONSTRUCTION CORP.

STATE OF INDIANA )
COUNTY OF MARION )

84 46519

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICHARD A. LEWIS, PRESIDENT OF RAL ENGINEERING

AND CONSTRUCTION CORP., WHO REPRESENTS THAT HE HAS AUTHORITY ON BEHAL? OF SAID CORPORATION TO EXECUTE THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXCHASE AND WHO FURTHER ACKNOWLEDGES THE EXECUTION OF THE SAME.

WITNESS MY HAND AND SEAL THIS 1984.

My Commission Expires: 6/30/84 NCTARY PUBLIC
PRINTED: William B. Olsen
COUNTY OF RESIDENCE: Marion ...

## EXHIBIT "A"

A part of the West Half of the Southwest Quarter of Section 20, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Commencing at a square cut stone found marking the Northwest corner of the Southwest Quarter of spid Section 20; thence North 89 degrees 35 minutes 46 seconds East along the North line of the West Half of the Southwest Quarter of said Section 20 a distance of 830.40 feet to a point in the approximate centerline of Fall Creek Road (as established December 1979); thence South 12 degrees 58 minutes 59.9 seconds West along the approximate centerline of Fall Creek Road a distance of 503.91 feet to the Beginning point of this description; thence continue along the last described course 28.67 feet; thence South 12 degrees 48 minutes 00 seconds West 508.38 feet; thence South 77 degrees 46 minutes 29.6 seconds East 200.00 feet; thence North 39 degrees 48 minutes 37 seconds East 225.05 feet; thence North 24 degrees 42 minutes 59.1 seconds East 110.15 feet; thence South 77 degrees 46 minutes 29.6 seconds East 192.07 feet; thence North 66 degrees 10 minutes 27.3 seconds East 185.40 feet; thence North 00 degrees 18 minutes 47 seconds West 123.85 feet; thence North 77 degrees 46 minutes 29.6 seconds West 637.63 feet to the point of beginning containing 5.21 acres more or less and subject to all legal highways, rights-of-way, and easements of record.

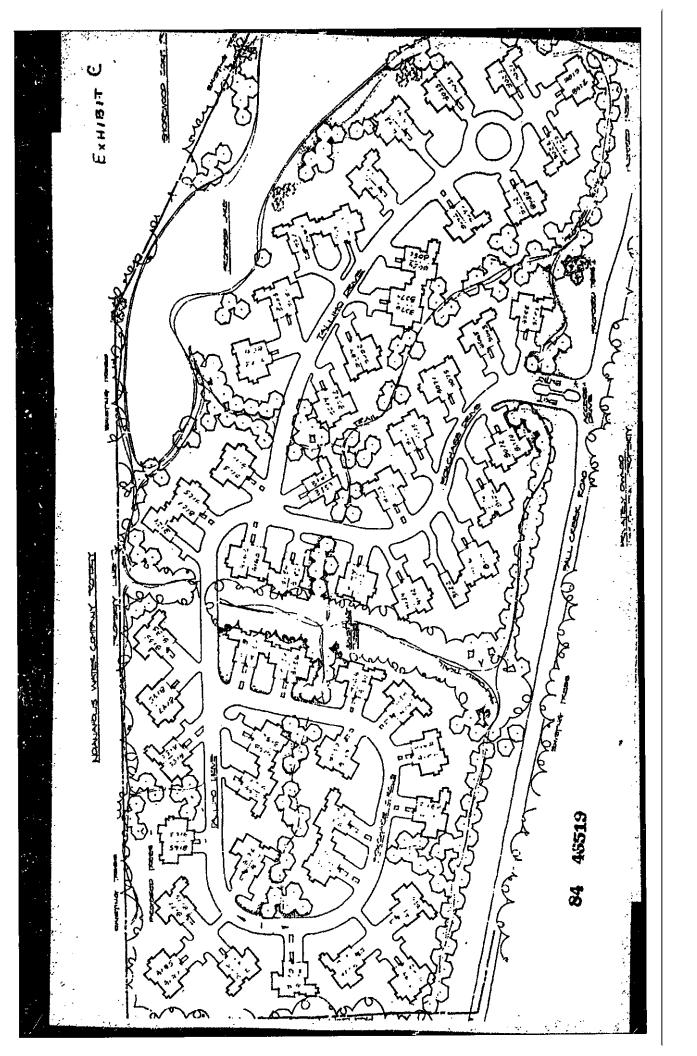
84 46519

The Market

## EXHIBIT "B"

Part of the Wast Half of the Southwest Quarter of Section 20, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the center line of Fall Creek Road (as established December, 1979) said point lies North 89 degrees 35 minutes 46 seconds East 830.40 feet from a square cut stone found marking the Northwest corner of the Southwest Quarter of said Section 20; thence along the North line of the West Half of the Southwest Quarter of said Section 20 North 89 degrees 35 minutes 46 seconds East 506.53 feet to the Northeast corner thereof; thence along the East line of said West half South 00 degrees 18 minutes 47 seconds East 1000.00 feet; thence South 28 degrees 40 minutes 00 seconds West 600.65 feet; thence North 67 degrees 41 minutes 18 seconds West 565.27 feet to a point in the center line of Fall Creek Road (the next 2 courses are along the center line of said Fall Creek Road); (1) thence North 12 degrees 48 minutes 00 seconds East 810.00 feet to Station 0-200 begin "West Reservoir Road" (Fall Creek Road) per Indianapolis Water Company plans dated April 13, 1942; (2) thence North 12 degrees 59 minutes 00 seconds East 532.58 feet to the place of beginning, containing 20.81 acres, more or less.



Original Declaration recorded June 20, 1984 as Instrument 84-46519

KROSS REFERENCE

CROSS REFERE AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOXCHASE, SECTION ONE

THIS DECLARATION, MADE ON THE DATE HEREINAPTER SET FORTH BY RICHARD ALLEN CORPORATION, AN INDIANA CORPORATION HEREINAFTER REFERRED TO AS "DECLARANT".

## WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN PROPERTY IN INDIANAPOLIS, MARION COUNTY, INDIANA, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, DECLARANT IS THE OWNER OF A CERTAIN PROPERTY IN INDIANAPOLIS, MARION COUNTY, INDIANA, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. THE REAL ESTATE DESCRIBED IN LAHIBIT "A" IS INCLUDED WITHIN THE REAL ESTATE DESCRIBED IN EXHIBIT "B".

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT A! OF THE PRO-PERTIES DESCRIBED IN EXHIBIT "A" SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS WHICH ARE FOR THE PURPOSE OF PROTECTING THE VALUE AND DESIRABILITY OF, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING UPON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

## ARTICLE I

#### NAME

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS FOXCHASE. A SUBDIVISION LOCATED IN LAWRENCE TOWNSHIP, MARION COUNTY INDIANA.

ARTICLE II

DEFINITIONS

"DECLARANT" SHALL MEAN RICHARD ALLEN CORP., ITS SUCCESSORS AND ASSIGNS.

"ASSOCIATION" SHALL MEAN AND REFER TO FOXCHASE HOMEOWNERS ASSOCIATION, INC., AN INDIANA NOT-FOR-PROPIT CORPORATION, ITS SUCCESSORS AND ASSIGNS.

- "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY. ... FOR THE PERFORMANCE OF AN OBLIGATION.
- "PROPERTIES" SHALL MEAN AND REFER TO THE CERTAIN REAL ESTATE DESCRIBED IN EXHIBIT "A" EXCEPT STREETS DEDICATED TO THE PUBLIC AND SUCH ADDITIONS THERETOAS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- "PLAT" SHALL MEAN AND REFER TO THE CONDITIONAL FINAL PLAT OF FOXCHASE AS APPROVED BY THE METROPOLITAN PLAN COMMISSION OF INDIANAPOLIS AND RECORDED IN THE MARION COUNTY, INDIANA, RECORDER'S OFFICE.
- "FINAL PLAT" SHALL MEAN AND REFER TO THAT PORTION OF THE CONDITIONAL FINAL PLAT WHICH SHOWS THE FINAL LOCATION OF A LOT OR LOTS AND AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN

DEVELOPMENT COMMISSION AND RECORDED IN THE MARION COUNTY, INDIANA RECORDER'S OFFICE.

- 7. "LOT" SHALL MEAN AND REFER TO ANY PLATTED LOT AS SHOWN ON A RECORDED FINAL PLAT OF FOXCHASE SECTION ONE AND ON ANY OTHER SECTIONS ADDED THERETO AS MAY HEREAPTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- 8. "DWELLINGS" SHALL MEAN AND REFER TO A SINGLE FAMILY RESIDENCE ERECTED ON A LOT WITHIN THE PROPERTIES.
- 9. "DEVELOPMENT PLAN" SHALL MEAN AND REFER TO THE REAL ESTATE DESCRIBED IN EXHIBIT "B" AND SHOWS THE TOTAL GENERAL SCHEME OF INTENDED USES OF THE LAND AS SHOWN IN EXHIBIT "C", AS THE SAME MAY BE AMENDED FROM TIME TO TIME.
- 10. "SECTION" SHALL MEAN AND REPER TO THE SECTION OF CONDITIONAL FINAL PLAT APPROVAL A SECTION OF FOXCHASE SUBDIVISION AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, AS MORE PARTICULARLY ILLUSTRATED AS THE CONDITIONAL FINAL APPROVED BY SAID PLAT COMMITTEE. A SECTION CONTAINS A GROUP OF LOTS CONTAINED WITHIN A SECTION.
- 11. "LIMITED COMMON AREA" SHALL MEAN AND REFER TO ALL THE REAL ESTATE (INCLUDING IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION BUT RESTRICTED IN USE TO THE LOT APPURTENANT THERETO SUCH AS PATIOS, DRIVEWAYS AND PARKING AREAS, AND MORE PARTICULARLY IDENTIFIED BY DESIGNATION ON THE FINAL PLAT.
- 12. "INITIAL COMMON AREA" SHALL MEAN AND REFER TO THE REAL ESTATE ADJACENT TO THE LOT AREA AS SHOWN ON THE FINAL PLAT.
- 13. "COMMON AREA" SHALL MEAN AND REFER TO ALL THE REAL ESTATE (INCLUDING IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS. THE COMMON AREA SHALL INCLUDE THE COMMON AREA AS SHOWN ON THE CONDITIONAL FINAL PLAT, THE LIMITED COMMON AREA, AND THE INITIAL COMMON AREA.
- 14. "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 15. "BY-LAWS" SHALL MEAN AND REFER TO THE BY-LAWS PROMULGATED AND ADOPTED AS THE GOVERNING RULES AND REGULATIONS OF THE ASSOCIATION.

## ARTICLE III

## PROPERTY RIGHTS

- 1. OWNERS EASEMENTS OF ENJOYMENT: EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE OF EVERY LOT, SUBJECT TO THE FOLLOWING PROVISIONS:
- A. THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND RIGHT TO USE OF THE COMMON AREAS BY ANY MEMBER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST THAT OWNER'S LOT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FOR ANY INFRACTION OF THE ASSOCIATION'S PUBLISHED RULES AND REGULATIONS.
- B. THE RIGHT OF THE ASSOCIATION TO PROMULGATE REASONABLE RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON AREAS.
- 2. DELEGATION OF USE: ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREAS TO THE MEMBERS OF HIS FAMILY, HIS TENANTS, GUESTS, OR CONTRACT PURCHASERS WHO RESIDE ON A LOT, SUBJECT TO REASONABLE REGULATIONS ADOPTED BY THE ASSOCIATION.

3. PROPERTY SUBJECT TO DECLARATION: THE PROPERTIES WHICH ARE, AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, SOLD, LEASED, RENTED, USED, OCCUPIED, AND IMPROVED SUBJECT TO THIS DECLARATION ARE LOCATED IN MARION COUNTY, STATE OF INDIANA, AND ARE MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

#### ARTICLE IV

#### DECLARANT RIGHTS

- 1. ADDITIONS: DECLARANT ANTICIPATES THAT IT WILL SEE ADDITIONAL LOTS OR CONSTRUCT ADDITIONAL DWFLLING UNITS ON ADDITIONAL SECTIONS BY EXPANSION WITHIN THE PROPERTIES ALL OR PART OF WHICH MAY BE ADDED IN THE MANNER SET FORTH HEREINAFTER. ADDED REAL ESTATE MAY BECOME SUBJECT TO THIS DECLARATION IN THE FOLLOWING MANNER:
- A. ADDITIONS BY THE DECLARANT: DECLARANT SHALL HAVE THE RIGHT TO SUBJECT TO THE DECLARATION BY EXPANSION ANY ADDITIONAL REAL ESTATE WHICH LIES WITHIN THE AREA DESCRIBED IN EXHIBIT "B" AS IT MAY BE AMENDED FROM TIME TO TIME.
- B. OTHER ADDITIONS: ADDITIONAL REAL ESTATE, OTHER THAN THAT DESCRIBED ABOVE, MAY BE ANNEXED TO THE PROPERTIES UPON APPROVAL OF TWO-THIRDS (2/3) OF THE VOTES OF ALL OF EACH CLASS.

THE ADDITIONS AUTHORIZED UNDER SUBSECTION A AND B SHALL BE MADE BY FILING OF RECORD ONE OR MORE SUPPLEMENTARY DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RESPECT TO THE ADDITIONAL PROPERTY.

- 2. MERGER: IN ACCORDANCE WITH ITS ARTICLES OF INCORPORATION, THE PROPERTY, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION MAY, BY OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED ASSOCIATION SIMILAR IN CORPORATE NATURE AND PURPOSES OR, ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF AN ASSOCIATION SIMILAR IN CORPORATE NATURE AND PURPOSES MAY, BY OPERATION OF LAW, BE ADDED TO THE PROPERTY, RIGHTS AND OBLIGATIONS OR THE ASSOCIATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER. THE SURVIVING OR CONSOLIDATED ASSOCIATION MAY ADMINISTER THE COVENANTS AND RESTRICTIONS ESTABLISHED UPON ANY OTHER PROPERTIES AS ONE SCHEME. NO SUCH MERGER OR CONSOLIDATION, HOWEVER, SHALL EFFECT ANY REVOCATION, CHANGE OR ADDITION TO THE COVENANTS ESTABLISHED BY THIS DECLARATION EXCEPT AS HEREINAFTER PROVIDED. EXCEPT AS PROVIDED BY LAW, SUCH MERGER OR CONSOLIDATION SHALL HAVE THE ASCENT OF TWO-THIRDS (2/3) OF THE VOTES OF ALL OF EACH CLASS.
- 3. USE OF PROPERTY: DECLARANT RESERVES THE RIGHT TO USE ANY OF THE LOTS AS MODELS AND TO SELL, ASSIGN OR CONDUCT OTHER BUSINESSES IN CONNECTION WITH THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT FROM ANY OF SUCH LOTS PRIOR TO THEIR BEING SOLD. THIS RESERVATION OF RIGHT OR PRIVILEGE IN DECLARANT INCLUDES, BUT IS NOT LIMITED TO THE RIGHT TO MAINTAIN MODELS, ERECT SIGNS, MAINTAIN AN OFFICE, STAFF THE OFFICE WITH EMPLOYEES, AND TO SHOW LOTS THEN UNSOLD. DECLARANT RETAINS THE RIGHT TO BE CONSIDERED AN OWNER OF ANY LOT THAT REMAINS UNSOLD. DECLARANT ALSO RESERVES THE RIGHT TO MAKE CHANGES IN THE LOCATION OR MANNER OF CONSTRUCTION OF BUILDINGS AND OTHER IMPROVEMENTS.

## ARTICLE V

# DEVELOPMENT AND CONVEYANCE

1. DEVELOPMENT PLAN: THE DEVELOPMENT PLAN, ILLUSTRATED IN EXHIBIT "C", IS THE GENERAL DESIGN FOR THE DEVELOPMENT OF THE PROPERTIES WHICH MAY BE MODIFIED AND AMENDED, AS PROVIDED

84 87404

HEREIN, DURING THE SEVERAL YEARS REQUIRED TO BUILD THE COMMUNITY. THE DECLARANT IS NOT BOUND TO DEVELOP ANY ADDITIONAL SECTIONS. THE DECLARANT HEREBY RESERVES THE RIGHT TO AMEND THE DEVELOPMENT PLAN IN RESPONSE TO CHANGES IN TECHNOLOGICAL, ECONOMIC, ENVIRONMENTAL OR SOCIAL CONDITIONS RELATED TO THE DEVELOPMENT OR MARKETING OF THE PROPERTIES OR TO CHANGES IN REQUIREMENTS OF FINANCIAL INSTITUTIONS.

- 2. CONVEYANCE: THE LOTS SHALL BE CONVEYED BY MEANS OF A FEE SIMPLE TITLE.
- 3. TITLE TO INITIAL COMMON AREA: THE DECLARANT SHALL CONVEY THE INITIAL COMMON AREA AS SHOWN ON A FINAL PLAT TO THE ASSOCIATION BY MEANS OF A FEE SIMPLE TITLE PRIOR TO THE CONVEYANCE OF THE LOT ADJACENT TO THE INITIAL COMMON AREA. THE DECLARANT IS REQUIRED TO CONVEY THE INITIAL COMMON AREA FOR A PARTICULAR LOT TO THE ASSOCIATION PRIOR TO THE CONVEYANCE OF SAID LOT TO A CLASS "A" HOMEOWNER.

#### ARTICLE VI

## MEMBERSHIP

THE ASSOCIATION SHALL HAVE TWO CLASSES OF MEMBERSHIP:

- 1. CLASS "A": CLASS "A" MEMBERS SHALL BE ALL OWNERS OF LOTS WITHIN THE PROPERTIES WITH THE EXCEPTION OF THE DECLARANT AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON OR ENTITY HOLDS AN INTEREST IN ANY LOT DURING ANY PERIOD OR MEMBERSHIP, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY LOT.
- 2. CLASS "B": CLASS "B" MEMBERS SHALL BE THE DECLARANT WHO SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH PLATTED AND UNPLATTED LOT OWNED AS SHOWN ON THE DEVELOPMENT PLAN THE MEMBERS OF THE FIRST BOARD OF DIRECTORS DURING THEIR RESPECTIVE TERMS, WHO SHALL HAVE NO VOTING RIGHTS. CLASS "B" MEMBERSHIP OF DECLARANT SHALL EXPIRE AT SUCH TIME AS THE NUMBER OR CLASS "A" VOTES EQUALS THE NUMBER OF CLASS "B" VOTES OR JANUARY 1, 1987, WHICHEVER OCCURS FIRST. ALL PLATTED OR UNPLATTED LOTS OWNED BY THE DECLARANT UPON THE TERMINATION OF CLASS "B" MEMBERSHIP SHALL BE AUTOMATICALLY CONVERTED TO CLASS "A" MEMBERSHIP.

## ARTICLE VII

# COVENANTS FOR MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIENS AND OBLIGATIONS FOR ASSESSMENTS:
EACH LOT OWNER WITHIN THE PROPERTIES, AND EACH OWNER OF ANY
LOT BY ACCEPTANCE OF A DEED THEREOF, WHETHER OR NOT IT SHALL
BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREE,
TO PAY TO THE ASSOCIATION SUCH ANNUAL AND SPECIAL ASSESSMENTS
AS ARE ESTABLISHED HEREIN AND WHICH ARE TO BE PAID IN THE MANNER
HEREINAPTER PROVIDED.

THE ANNUAL AND SPECIAL ASSESSMENTS (AS HEREINAFTER DEFINED),
TOGETHER WITH SUCH REASONABLE LATE FEES AS MAY BE LEVIED, INTEREST,
COSTS OF COLLECTION (INCLUDING COURT COSTS AND ATTORNEY FEES)
AS HEREINAFTER PROVIDED, SHALL BE A CHARGE ON THE LAND AND
SHALL BE A CONTINUING LIEN UPON THE PROPERTY AGAINST WHICH
EACH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT, TOGETHER
WITH LATE FEES, INTEREST AND COSTS OF COLLECTION, SHALL ALSO
BE THE PERSONAL OBLIGATION OF THE OWNER OF SUCH PROPERTY. IN
THE CASE OF A VOLUNTARY CONVEYANCE, THE GRANTEE SHALL BE JOINTLY
AND SEVERALLY LIABLE WITH THE GRANTOR FOR ANY UNPAID ASSESSMENTS
AND/OR CHARGES. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY
FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON
AREA OR ABANDONMENT OF HIS LOT.

## 2. ANNUAL ASSESSMENTS:

- A. PURPOSE: THE ANNUAL ASSESSMENT SHALL BE USED EXCLUSIVELY TO PROVIDE SERVICES TO MEMBERS WHICH PROMOTE THE HEALTH, SAFETY AND WELFARE OF THE MEMBERS; AND TO IMPROVE, MAINTAIN, AND OPERATE THE COMMON AREAS AND IMPROVEMENTS, INCLUDING FUNDING OF APPROPRIATE RESERVES FOR FUTURE REPAIR AND REPLACEMENT.
- B. MAXIMUM ANNUAL ASSESSMENT: UNTIL JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO A CLASS "A" OWNER, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE FORTY-NINE DOLLARS (\$49.00) PER LOT.

FROM AND AFTER JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR NOT MORE THAN 10% ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP.

FROM AND AFTER JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED ABOVE 10% BY A VOTE OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE.

THE BOARD OF DIRECTORS MAY FIX THE ANNUAL ASSESSMENT AT AN AMOUNT NOT IN EXCESS OF THE MAXIMUM.

THE FIRST ANNUAL ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF A LOT IN A FINAL PLAT TO AN OWNER OTHER THAN DECLARANT.

# SPECIAL ASSESSMENTS:

- A. CAPITAL IMPROVEMENT ASSESSMENT: THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT AGAINST LOTS, APPLICABLE TO THAT YEAR AND PAYABLE OVER NOT MORE THAN THE NEXT THREE (3) SUCCEEDING YEARS, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT OR MAJOR LAND-SCAPING EFFORT UPON THE COMMON AREAS PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF THE CLASS "B" MEMBERS, IF ANY, AND OF TWO-THIRDS (2/3) OF THE VOTES OF A QUORUM OF OWNERS. A SPECIAL ASSESSMENT MAY BE LEVIED ONLY AFTER THE CLASS "A" OWNERS HAVE BEEN GIVEN TWO (2) WEEKS PRIOR WRITTEN NOTIFICATION OF THE TIME, PLACE AND PURPOSE OF A MEETING TO BE HELD AND CALLED FOR THE PURPOSE OF VOTING ON THE ISSUE OF A SPECIAL ASSESSMENT AND APPROVED AS PROVIDED HEREIN.
- B. RESTORATION ASSESSMENT: THE ASSOCIATION MAY LEVY A RESTORATION ASSESSMENT UPON ANY LOT WHEN THE OWNER FAILS TO MAINTAIN SUCH LOT, AS PROVIDED IN ARTICLE 8. RESTORATION ASSESSMENTS SHALL BE LIMITED TO THE AMOUNT NECESSARY TO MEET THE COST OF RESTORATION AND THE COST OF COLLECTION THEREOF.
- 4. EXEMPT PROPERTY: THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPTED FROM THE ASSESSMENTS, CHARGES AND LIENS CREATED HEREIN:
- A. ALL PROPERTIES TO THE EXTENT OF ANY EASEMENT OR OTHER INTEREST THEREIN DEDICATED AND ACCEPTED BY A PUBLIC AUTHORITY AND DEVOTED TO PUBLIC USE.
  - B. ALL COMMON AREAS.
- C. ALL PROPERTIES EXEMPTED FROM TAXATION BY THE STATE OR CITY GOVERNMENT UPON THE TERMS AND TO THE EXTENT OF SUCH LEGAL EXEMPTION.

84 87404

NOTWITHSTANDING ANY PROVISIONS HEREIN, NO OCCUPIED LOTS SHALL BE EXEMPT FROM SAID ASSESSMENTS, CHARGES OR LIENS.

- 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 2 AND 3: WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ANY ACTION AUTHORIZED UNDER SECTION 2 OR 3 SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOR MORE THAN SIXTY(60) DAYS IN ADVANCE OF THE MEETING. AT THE FIRST SUCH MEETING CALLED, THE PRESENCE OF MEMBERS OR OF PROXIES ENTITLED TO CAST SIXTY PERCENT (60%) OF ALL THE VOTES OF EACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM. IF THE REQUIRED QUORUM IS NOT PRESENT, ANOTHER MEETING MAY BE CALLED SUBJECT TO THE SAME NOTICE REQUIREMENT, AND THE REQUIRED QUORUM AT THE SUBSEQUENT MEETING SHALL BE ONE-HALF (1/2) OF THE REQUIRED QUORUM AT THE PRECEDING MEETING. NO SUCH SUBSEQUENT MEETING SHALL BE HELD MORE THAN SIXTY (60) DAYS FOLLOWING THE PRECEDING MEETING.
- 6. UNIFORM RATE OF ASSESSMENT: BOTH THE ANNUAL AND SPECIAL ASSESSMENTS MUST BE FIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY BASIS.
- 7. EFFECT OF NONPAYMENTS AND REMEDIES OF THE ASSOCIATION:
  ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE
  DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF FIFTEEN
  PERCENT (15%) PER ANNUM. THE ASSOCIATION MAY BRING AN ACTION
  AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME,
  OR FORECLOSE THE LIEN AGAINST THE PROPERTY. NO OWNER MAY WAIVE
  OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED
  FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF
  HIS LOT.
- 8. SUBORDINATION OF THE LIEN TO MORTGAGES: THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEN THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR AND ASSESSMENTS THERE-AFTER BECOME DUE OR FROM THE LIEN THEREOF.

## ARTICLE VIII

## MAINTENANCE

- 1. EXTERIOR MAINTENANCE: IN ADDITION TO MAINTENANCE UPON THE COMMON AREA, THE ASSOCIATION SHALL PROVIDE EXTERIOR MAINTENANCE UPON EACH LOT WHICH IS SUBJECT TO ASSESSMENT HEREUNDER, AS FOLLOWS: PAINT, REPAIR, REPLACEMENT AND CARE FOR ROOFS, GUTTERS, DOWNSPOUTS, EXTERIOR BUILDING SURPACES, THE EXTERIOR OF APPROVED SUCH EXTERIOR MAINTENANCE SHALL NOT INCLUDE GLASS SURFACES.

  IN THE EVENT THE NEED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENT THERECY IS CAUSED THROUGH THE WILLFUL OR NEGLIGENT ACT OF ITS OWNER, OR THROUGH THE WILLFUL OR NEGLIGENT ACT OF THE FAMILY, GUESTS, OR INVITEES OF THE LOT NEEDING SUCH MAINTENANCE OR REPAIR, THE COST OF SUCH EXTERIOR MAINTENANCE SHALL BE ADDED TO AND BECOME A PART OF THE ASSESSMENT TO WHICH SUCH LOT IS SUBJECT.
- 2. MAINTENANCE BY OWNERS: THE OWNER OF EACH LOT SHALL FURNISH AND BE RESPONSIBLE FOR, AT HIS OWN EXPENSE, ALL THE MAINTENANCE, REPAIRS, DECORATING AND REPLACEMENTS WITH HIS RESIDENCE, INCLUDING THE HEATING AND AIR CONDITIONING SYSTEM AND ANY PARTITIONS AND INTERIOR WALLS. HE FURTHER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL WINDOWS

AND ALSO THE INTERIOR OF ANY FENCED LIMITED COMMON AREA, AND ANY AND ALL OTHER MAINTENANCE, REPAIR AND REPLACEMENTS OF THE IMPROVEMENTS ON HIS LOT UNLESS OTHERWISE PROVIDED HEREIN.

## ARTICLE IX

#### INSURANCE

- 1. MASTER CASUALTY INSURANCE: THE ASSOCIATION SHALL PURCHASE A MASTER CASUALTY INSURANCE POLICY ON ALL ATTACHED DWELLINGS AFFORDING PIRE AND EXTENDED COVERAGE IN AN AMOUNT CONSONANT WITH THE REASONABLE REPLACEMENT VALUE OF THE IMPROVEMENTS THAT IN WHOLE OR IN PART COMPRISE THE COMMON AREA FACILITIES AND ATTACHED DWELLINGS, FAID AS A PART OF THE COMMON EXPENSE.
- 2. MASTEP LIABILITY POLICY: THE BOARD OF DIRECTORS, IN BEHALF OF THE OWNERS THROUGH THE ASSOCIATION OF OWNERS, SHALL ALSO PURCHASE A MASTER LIABILITY POLICY IN AN AMOUNT REQUIRED BY THE BY-LAWS OR REVISED FROM TIME TO TIME BY A DECISION OF THE BOARD OF DIRECTORS, WHICH POLICY SHALL COVER THE ASSOCIATION OF OWNERS, THE EXECUTIVE ORGAN, IF ANY, THE MANAGING AGENT, OF OWNERS, THE EXECUTIVE ORGAN, IF ANY, THE MANAGING AGENTS OR EMPLOYEES OF ANY OF THE FOREGOING WITH RESPECT TO THE PROPERTIES, ALL OWNERS AND ALL OTHER PERSONS ENTITLED TO OCCUPY ANY ATTACHED OR DETACHED DWELLING OR OTHER PORTIONS OF THE PROPERTIES.
- 3. OTHER INSURANCE POLICIES: TUCH OTHER POLICIES AS MAY BE REQUIRED IN THE INTEREST OF THE OWNERS AND THE ASSOCIATION MAY BE OBTAINED BY THE BOARD OF DIRECTORS FOR THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, WORKMEN'S COMPENSATION INSURANCE, LIABILITY INSURANCE ON MOTOR VEHICLES OWNED BY THE ASSOCIATION, AND SPECIALIZED POLICIES COVERING LANDS OR IMPROVEMENTS ON WHICH THE ASSOCIATION HAS OR SHARED OWNERSHIP OR OTHER RIGHTS AND OFFICERS' AND DIRECTORS' LIABILITY POLICIES.
- 4. NOTIFICATION OF OWNERS: WHEN ANY POLICY OF INSURANCE HAS BEEN OBTAINED BY OR ON BEHALF OF THE ASSOCIATION, WRITTEN NOTICE OF THE OBTAINMENT THEREOF AND OF ANY SUBSEQUENT CHANGES THEREIN OR TERMINATION THEREOF SHALL BE PROMPTLY FURNISHED TO EACH OWNER WHOSE INTEREST MAY BE AFFECTED THEREBY BY THE OFFICER REQUIRED TO SEND NOTICES OF MEETINGS OF THE ASSOCIATION.
- 5. DAMAGE OR DESTRUCTION: IN THE CASE OF FIRE OR ANY OTHER CASUALTY OR DISASTER, OTHER THAN COMPLETE DESTRUCTION OF ALL BUILDINGS CONTAINING THE DWELLINGS, THE IMPROVEMENTS SHALL BE RECONSTRUCTED AND THE INSURANCE PROCEED APPLIED TO RECONSTRUCT THE IMPROVEMENTS.

IN THE EVENT OF COMPLETE DESTRUCTION OF ALL THE BUILDINGS CON-TAINING DWELLINGS, THE BUILDINGS SHALL NOT BE RECONSTRUCTED, EXCEPT AS OTHERWISE PROVIDED, AND THE INSURANCE PROCEEDS, IF ANY, SHALL BE DIVIDED AMONG THE OWNERS PROPORTIONATELY ACCORDING TO THE FAIR MARKET VALUE OF ALL THE DWELLINGS IMMEDIATELY BEFORE THE CASUALTY AS COMPARED WITH ALL OTHER DWELLINGS.

A DETERMINATION OF COMPLETE DESTRUCTION OF THE BUILDINGS CONTAINING DWELLINGS SHALL BE DETERMINED BY A VOTE OF TWO-THIRDS (2/3) OF ALL OWNERS AT A SPECIAL MEETING OF THE ASSOCIATION CALLED FOR THAT PURPOSE.

WHERE THE IMPROVEMENTS ARE NOT INSURED OR WHERE THE INSURANCE PROCEEDS ARE NOT SUFFICIENT TO COVER THE COST OF REPAIR OR RECONSTRUCTION AND THE PROPERTY IS NOT TO BE REMOVED FROM THIS DECLARATION, THE OWNERS SHALL CONTRIBUTE THE BALANCE OF ARY SUCH COSTS IN THE PERCENTAGE BY WHICH AN OWNER OWNS AN UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES AS EXPRESSED IN THE DECLARATION PLUS AN EQUITABLE ALLOCATION OF THE SALES PRICE OR EACH DWELLING DESTROYED AS COMPARED TO THE TOTAL COST OR

84 87404

REPLACEMENT OF ALL DESTROYED BUILDINGS. SUCH AMOUNT SHALL BE ASSESSED AS PART OF THE COMMON EXPENSES AND SHALL CONSTITUTE A LIEN FROM THE TIME OF ASSESSMENT.

#### ARTICLE X

#### TAXES

EACH OWNER SHALL PAY ALL INSTALLMENTS OF REAL ESTATE TAXES ON THE LOT, OR LOTS, OWNED BY HIM. IN THE EVENT THAT ANY INSTALLMENT OF SUCH TAXES BECOMES DELINQUENT, THEN THE ASSOCIATION SHALL HAVE THE RIGHT TO PAY SUCH INSTALLMENTS, AND ANY AMOUNT SO PAID BY THE ASSOCIATION SHALL BECOME A LIEN ON SUCH OWNER'S PROPERTY.

#### ARTICLE XI

#### PARTY WALLS

- 1. GENERAL RULES OF LAW AND DEFINITION: EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE DWELLING UPON THE PROPERTIES AND PLACED ON THE DIVIDING LINE BETWEEN THE LOTS SHALL CONSTITUTE A PARTY WALL, TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THIS ARTICLE, THE GENERAL RULES OF LAW OF THE STATE OF INDIANA REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO.
- 2. SHARING OF REPAIR AND MAINTENANCE: THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A PARTY SHALL BE SHARED BY THE OWNERS WHO MADE USE OF THE WALL IN PROPORTION OF SUCH USE.
- 3. DESTRUCTION BY FIRE CR OTHER CASUALTY: IF A PARTY WALL IC LESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO HAS USED THE WALL MAY RESTORE IT, AND IF THE OTHER OWNERS THEREAFTER MAKE USE OF THE WALL, THEY SHALL CONTRIBUTE TO THE COST OF RESTORATION THEREOF IN PROPORTION TO SUCH USE WITHOUT PREJUDICE, HOWEVER, TO THE RIGHT OF ANY SUCH OWNERS TO CALL FOR A LARGER CONTRIBUTION FROM THE OTHERS UNDER ANY RULE OF LAW REGARDING LIABILITY FOR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS.
- 4. WEATHERPROOFING: NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARTICLE, AN OWNER WHO BY HIS NEGLIGENT OR WILLFUL ACT CAUSES THE PARTY WALL TO BE EXPOSED TO THE ELEMENTS SHALL BEAR THE WHOLE COST OR FURNISHING THE NECESSARY PROTECTION AGAINST SUCH ELEMENTS.
- 5. RIGHT TO CONTRIBUTION RUNS WITH THE LAND: THE RIGHT OF ANY OWNER TO CONTRIBUTION FROM ANY OTHER OWNER UNDER THIS ARTICLE SHALL BE APPURTENANT TO THE LAND AND SHALL PASS TO SUCH OWNER'S SUCCESSORS IN TITLE.
- 6. ARBITRATION: IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, OR UNDER THE PROVISIONS OF THIS ARTICLE, THE BOARD OF DIRECTORS SHALL CHOOSE THREE (3) ARBITRATORS AND THE DECISION SHALL BE BY A MAJORITY OF ALL THE ARBITRATORS.

## ARTICLE XII

## EASEMENTS

84 87404

1. BY DECLAPANT: DECLARANT HEREBY RESERVES AN EASEMENT UNTO ITSELF AND HEREBY RESERVES UNTO ITSELF THE RIGHT TO SELL, CONVEY, TRANSFER AND GRANT AN EASEMENT OR EASEMENTS AND RIGHTS-OFWAY ACROSS AND THROUGH THE COMMON AREAS FOR THE PURPOSE OF INSTALLING DITCHES, TILES, PIPES AND OTHER TYPES OF DRAINS, SEWERS AND SEWER LINES, UTILITY LINES, DUCTS, WIRES, PIPES AND THE LIKE AND PROVIDING ACCESS RIGHTS FROM ONE SUBDIVISION

TO ANOTHER OR BETWEEN SUBDIVISIONS OR FOR ANY SUBDIVISION. DECLARANT FURTHER RESERVES UNTO ITSELP THE RIGHT TO DEDICATE ANY PORTION OF THE COMMON AREAS OR ANY UTILITY LINES SEWER, DRAIN, ROADWAY, OR THE LIKE TO ANY GOVERNMENTAL BODY, MUNICIPALITY, UTILITY OR THE LIKE, INCLUDING THE RIGHT TO DEDICATE PUBLIC STREETS AND ROADS. THE INTEREST OF BACH MEMBER OF ASSOCIATION IN THE COMMON ARPAS SHALL BE AND IS SUBJECT TO THE INTEREST OF EACH MEMBER OF THE THE EASEMENTS AND RIGHTS HEREBY CREATED AND SHALL BE AND IS SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES WHO SERVE THE UTILITIES AND EASEMENTS HERBBY CREATED OR HEREAFTER GRANTED. ANY SUCH GRANT BY DECLARANT SHALL BE BY RECORDED INSTRUMENT AND, ON AND AFTER THE RECORDATION THEREOF, NO PER-MANENT STRUCTURE OF ANY KIND SHALL BE BUILT, ERECTED OR MAIN-TAINED ON ANY SUCH EASEMENT UNLESS OTHERWISE AGREED OR ALLOWED BY THE GRANTEE THEREOF. THIS RIGHT OF DECLARANT SHALL EXPIRE AT SUCH TIME AS DECLARANT NO LONGER RETAINS ANY OWNERSHIP IN-TEREST IN THE PROPERTIES OF FIVE YEARS AFTER THE FILING OF ANY SUPPLEMENTARY DECLARATION, WHICHEVER OCCURS FIRST.

2. BY THE ASSOCIATION: SUBJECT TO THE EASEMENTS AND RIGHTS SPECIFIED BY DECLARANT HEREIN, THE ASSOCIATION SHALL HAVE THE RIGHT TO SELL, CONVEY, TRANSPER AND GRANT EASEMENTS AND RIGHTS-OF-WAY ACROSS AND THROUGH THE COMMON AREAS TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. SUCH SALE, CONVEYANCE, TRANSPER, GRANT OR DEDICATION SHALL HAVE THE ASSENT OF A MAJORITY OF THE VOTES OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE; PROVIDED, HOWEVER, TERMS AND PROVISIONS HEREOF REGARDING SUCH MEMBER APPROVAL AND MAY RELY UPON THE REPRESENTATIONS OF THE BOARD OF DIRECTORS AND THE OFFICERS OF THE ASSOCIATION. ANY INSTRUMENT DULY EXECUTED BY THE OFFICERS OF THE ASSOCIATION GRANTING ANY EASEMENT OR DEDICATION AS HEREIN PROVIDED SHALL BE BINDING UPON THE ASSOCIATION AS TO ANY GRANTEE IN GOOD FAITH.

THE ASSOCIATION SHALL HAVE AND IS HEREBY GRANTED AN EASEMENT FOR ACCESS TO ALL LOTS FOR INGRESS AND EGRESS AS REASONABLY REQUIRED BY ITS OFFICERS, DIRECTORS, EMPLOYEES, AND THEIR AGENTS AND INDEPENDENT CONTRACTORS, IN ORDER TO PERFORM ITS OBLIGATIONS AND DUTIES AS SET FORTH IN THIS DECLARATION. THE EASEMENT SPECIFIED HEREIN IS ALSO RESERVED FOR THE BENEFIT OF DECLARANT SO LONG AS DECLARANT OWNS ANY LOT.

3. ENCROACHMENTS: IF ANY PORTION OF THE COMMON AREAS SHALL ENCROACH UPON ANY LOT OR IF ANY IMPROVEMENT, BUILDING, OVERHANG, FIXTURE OR OTHER STRUCTURE OR IMPROVEMENT OF WHATEVER TYPE SHALL FOR ANY REASON ENCROACH UPON ANY PORTION OF THE COMMON AREAS AS A RESULT OF THE CONSTRUCTION OF A BUILDING OR IMPROVEMENT, A PERPETUAL EASEMENT FOR THE ENCROACHMENT AND FOR MAINTENANCE IS RETAINED BY THE DECLARANT FOR ITS BENEFIT AND FOR THE BENEFIT OF THE ASSOCIATION AND ANY OWNER WHOSE LOT IS AFFECTED THEREBY AND SHALL EXIST PERPETUALLY. IN THE EVENT SUCH BUILDING OR IMPROVEMENT SHALL BE PARTIALLY OR TOTALLY DESTROYED AS A RESULT OF FIRE OR OTHER CASUALTY OR AS A RESULT OF CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, AND THEIR REBUILT, ANY RESULTING ENCROACHMENT SHALL BE TERMITTED, AND A VALID EASEMENT FOR SUCH ENCROACHMENT IS HEREB' RESERVED BY THE DECLARANT FOR ITS BENEFIT AND FOR THE BENEFIT OF THE ASSOCIATION AND ANY OWNER OF A LOT WHO IS AFFECTED THEREBY.

84 87404

## ARTICLE XIII

## MORTGAGEE'S RIGHTS

1. NOTICE OF RIGHTS OF MORTGAGEE OF A LOT: UPON WRITTEN REQUEST BY A MORTGAGEE OF THE ASSOCIATION, MORTGAGE OF A LOT SHALL BE ENTITLED TO RECEIVE WRITTEN NOTIFICATION OF ANY DEFAULT, NOT CURED WITHIN SIXTY (60) DAYS AFTER ITS OCCURRENCE, BY THE OWNER OF THE LOT OF ANY OBLIGATION OF THE OWNER UNDER THE DECLARATION, THE BY-LAWS OF THE ASSOCIATION OR THE ARTICLES OF INCORPORATION OF THE ASSOCIATION. THE REQUEST FOR NOTIFICATION CAN BE MADE BY ANY MORTGAGEE OF A LCT, ITS SUCCESSOR OR ASSIGN.

- 2. RIGHTS OF FIRST REFUSAL: NO FIRST MORTGAGEE, ITS SUCCESSOR OR ASSIGN, OF A LOT WHO COMES INTO POSSESSION OF THAT LOT PURSUANT TO THE REMEDIES PROVIDED IN THE MORTGAGE, FORECLOSURE OF THE MORTGAGE, A DEED OR ASSIGNMENT TAKEN IN LIEU OF FORECLOSURE SHALL BE SUBJECT TO ANY RIGHTS OF FIRST REFUSAL WHICH THE OWNER MAY HAVE GIVEN TO THE ASSOCIATION OR OTHER OWNERS OF THE LOTS.
- 3. RIGHT TO EXAMINE BOOKS AND RECORDS: MORTGAGEES, THEIR SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO EXAMINE THE BOOKS AND RECORDS OF THE ASSOCIATION.

#### ARTICLF XIV

# HARMONY AND ENVIRONMENTAL CONTROLS

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE, EXCEPT ORIGINAL CONSTRUCTION OF BUILDINGS BY OR ON BEHALF OF DECLARANT, SHALL BE COMMENCED, DIRECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, OTHER THAN BY THE BOARD OF DIRECTORS, BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR BY AN ARCHITECTURAL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD. ANY CHANGE IN THE APPEARANCE OF THE COLOR OF ANY PART OF THE EXTERIOR OF A TESIDENCE SHALL BE DEEMED A CHANGE THERETO AND SHALL REQUIRE THE APPROVAL THEREFOR AS ABOVE PROVIDED.

## ARTICLE XV

# USE RESTRICTIONS

- 1. DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES, SHALL NOT BE LESS THAN 925 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR SHALL THE GROUND FLOOR AREA BE LESS THAN 600 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE WITH LESS THAN 1200 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE.
- 2. ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION MAY FROM TIME TO TIME ISSUE RULES AND REGULATIONS PERTAINING TO MAINTAINING DOGS, CATS, OR OTHER HOUSEHOLD PETS WITHIN THE COMMUNITY.

- 3. WASTE DISPOSAL: NO LOT OR COMMON AREA SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. WASTE MATTER OR MATERIALS SHALL BE KEPT ONLY IN SANITARY CONTAINERS. TRASH OR GARBAGE CONTAINERS SHALL NOT BE PERMITTED TO REMAIN IN PUBLIC VIEW EXCEPT ON DAYS OF TRASH COLLECTION.
- 4. ANTENNA: NO OUTSIDE TELEVISION OR RADIO AERIAL OR ANTENNA, FOR RECEPTION OR TRANSMISSION SHALL BE MAINTAINED UPON ANY LOT UNLESS SUCH SUBSTRUCTURE IS A PART OF THE BASIC DESIGN OF A

DWELLING OR GROUP OF DWELLINGS OR WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

- 5. NOXIOUS ACTIVITY: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT WITHIN ANY DWELLING SITUATED UPON A LOT NOR SHALL ANYTHING BE DONE THEREIN OR THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD OR THE OTHER OWNERS OF THE LOTS.
- 6. MAINTENANCE AND STORAGE OF VEHICLES: NO JUNK VEHICLES, MOTORCYCLES, COMMERCIAL VEHICLE, TRAILER TRUCK, CAMPER, CAMP TRUCK, HOUSE TRAILER, BOAT, OR THE LIKE SHALL BE KEPT UPON THE PROPERTIES, (EXCEPT IN ENCLOSED GARAGES) NOR SHALL THE REPAIR OR EXTRAORDINARY MAINTENANCE OR AUTOMOBILES OR OTHER VEHICLES BE CARRIED OUT THEREON EXCEPT FOR BONAFIDE EMERGENCIES.
- 7. ASSOCIATION RULES: THERE SHALL BE NO VIOLATION OF ANY RULES FOR THE COMMON AREA WHICH MAY FROM TIME TO TIME BE ADOPTED BY THE BOARD OF DIRECTORS OR PROMULGATED AMONG THE MEMBERSHIP BY THEM IN WRITING, AND THE BOARD OF DIRECTORS IS HEREBY AND ELSEWHERE IN THE BY-LAWS, AUTHORIZED TO ADOPT SUCH RULES.
- 8. SIGNS: EXCEPT FOR ENTRANCE SIGNS, DIRECTIONAL SIGNS, COM-MUNITY "THEME" AND THE LIKE, NO SIGNS OF ANY CHARACTER SHALL BE ERECTED, POSTED OR DISPLAYED UPON, IN OR ABOUT ANY LOT SITUATED UPON THE PROPERTIES; PROVIDED, HOWEVER, IF SPECIFICALLY PERMITTED BY A WRITTEN RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS.
- 9. BUSINESSES: ALL PREMISES SHALL BE USED FOR SINGLE-FAMILY RESIDENCE USES ONLY. NO HOME OCCUPATION SHALL BE CONDUCTED OR MAINTAINED ON ANY LOT OTHER THAN ONE WHICH IS INCIDENTIAL TO A BUSINESS, PROFESSION OR OCCUPATION OF THE OWNER OR OCCUPANT OF ANY SUCH LOT AND WHICH IS GENERALLY OR REGULARLY CONDUCTED IN ANOTHER LOCATION AWAY FROM THE LOT.
- 10. INTERSECTIONS: NO FENCE, WALL, HEDGE OR SHRUB PAINTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 and 6 FT. ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON A CCRNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES IN A LINE CONNECTING POINTS 25 FT. 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 10 FT. FROM THE INTERSECTION OF THE STREET LINE WITH THE EDGE OF THE DRIVEWAY PAVEMENT OR ALLEY LINE. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOILAGE LINE IF MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

## ARTICLE XVI

# USE OF GEIST RESERVOIR

RIGHTS OF THE OWNER TO USE GEIST RESERVOIR ARE GOVERNED BY A LICENSE AGREEMENT BETWEEN THE INDIANAPOLIS WATER COMPANY AND THE SHOREWOOD CORPORATION, DATED THE 19th DAY OF OCTOBER, 1970, AND RECORDED ON THE 22nd DAY OF OCTOBER, 1970, AS INSTRUMENT #70-46985, IN THE OFFICE OF THE RECORDER OF MARION CCUNTY, INDIANA.

IN GENERAL, SINCE THESE PROPERTIES WERE PURCHASED OFF OF THE SHOREWOOD CORPORATION, THEN THE OWNERS OF THE LOTS HAVE THE SAME RIGHTS AS ALL OTHER SHOREWOOD PROPERTIES, INCLUDING SWIMMING POOLS, TENNIS COURTS, CLUB HOUSE FACILITIES, BOAT DOCK PRIVILEGES, AND OTHER AMENITIES IF AND WHEN THESE FACILITIES ARE AVAILABLE.

84 87404

#### ARTICLE XVII

#### GENERAL PROVISIONS

- 1. ENFORCEMENT: THESE COVENANTS, CONDITIONS AND RESTRICTIONS
  MAY BE ENFORCED BY THE ASSOCIATION OR ANY OWNER. ENFORCEMENT
  OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BY
  ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS
  VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, CONDITION
  OR RESTRICTION EITHER TO RESTRAIN OR ENJOIN VIOLATION OR TO
  RECOVER DAMAGES, AND AGAINST THE LAND TO ENFORCE ANY LIZN CREATED
  BY THESE COVENANTS, AND THE FAILURE OF FORBEARANCE BY THE ASSOCIATION OR ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION
  HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OR THE
  RIGHT TO DO SO THEREAFTER. THERE SHALL BE AND THERE IS HEREBY
  CREATED AND DECLARED TO BE CONCLUSIVE PRESUMPTION THAT ANY
  VIOLATION OR BREACH OF ANY ATTEMPTED VIOLATION OR BREACH OF
  ANY OF THE WITHIN COVENANTS, CONDITIONS OR RESTRICTIONS CANNOT
  BE ADEQUATELY REMEDIED BY ACTION AT LAW OR BY RECOVERY OF DAMAGES.
- 2. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3. DURATION: EXCEPT WHERE PERMANENT EASEMENTS OR OTHER PERMANENT RIGHTS OR INTEREST ARE HEREIN CREATED, THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDATION OF THIS DECLARATION, AFTER WHICH THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS BY A TWO-THIRDS (2/3) VOTE OF ALL MEMBERS OF THE ASSOCIATION SUCH COVENANTS AND CONDITIONS ARE AMENDED, ALTERED OR REVOKED.
- 4. AMENDMENT: THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY-FIVE (25) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN TWO-THIRDS (2/3) OF SUCH LOT OWNERS. AN AMENDMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA. NO SUCH AGREEMENT TO AMEND, IN WHOLE OR IN PART, SHALL BE EFFECTIVE UNLESS WRITTEN NOTICE OF THE PROPOSED AGREEMENT IS SENT TO EVERY OWNER AT LEASE THIRTY (30) DAYS IN ADVANCE OF ANY ACTION TAKEN AND NO SUCH AGREEMENT SHALL BE EFFECTIVE WITH RESPECT TO ANY PERMANENT EASEMENT OR OTHER PERMANENT RIGHTS OR INTEREST TO ANY PERMANENT EASEMENT OR OTHER PERMANENT RIGHTS OR INTEREST IS A CLASS "B" MEMBERSHIP, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE FEDERAL HOUSING ADMINISTRATION (SECRETARY OF HOUSING AND URBAN DEVELOPMENT) OR THE VETERANS ADMINISTRATION: ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- 5. LIMITATIONS: AS LONG AS DECLARANT HAS AN INTEREST IN DEVELOPING THE PROPERTIES, THE ASSOCIATION MAY NOT USE ITS FINANCIAL
  RESOURCES TO DEFRAY ANY COSTS OF OPPOSING THE DEVELOPMENT ACTIVITIES SO LONG AS THEY REMAIN CONSISTENT WITH THE GENERAL INTENTS
  OF THE DEVELOPMENT PLAN. NOTHING IN THIS SECTION SHALL BE
  CONSTRUED TO LIMIT THE RIGHTS OF THE MEMBERS TO ACT AS INDIVIDUALS
  OR IN AFFILIATION WITH OTHER MEMBERS OR GROUPS.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN HAS HEREUNTO SET ITS HAND AND SEAL THIS \_7th DAY OF Hovember \_\_\_\_\_\_, 1984.

RICHARD A. LEWIS, President RICHARD ALLEN CORPORATION

STATE OF INDIANA )
(COUNTY OF MARION )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICHARD A. LEWIS, PRESIDENT OF RICHARD ALLEN CORPORATION WHO REPRESENTS THAT HE HAS AUTHORITY ON BEHALF OF SAID CORPORATION TO EXECUTE THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXCHASE AND WHO FURTHER ACKNOWLEDGES THE EXECUTION OF THE SAME.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 7th DAY OF November , 1984.



Commission Expires:

6/25/88

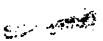
NOTARY PUBLIC
Printed: Panels I. Pounds
County of Residence: Mario

THIS INSTRUMENT PREPARED BY LOCALINA B. OSEN

## EXHIBIT "A"

A part of the West Half of the Southwest Quarter of Section 20, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

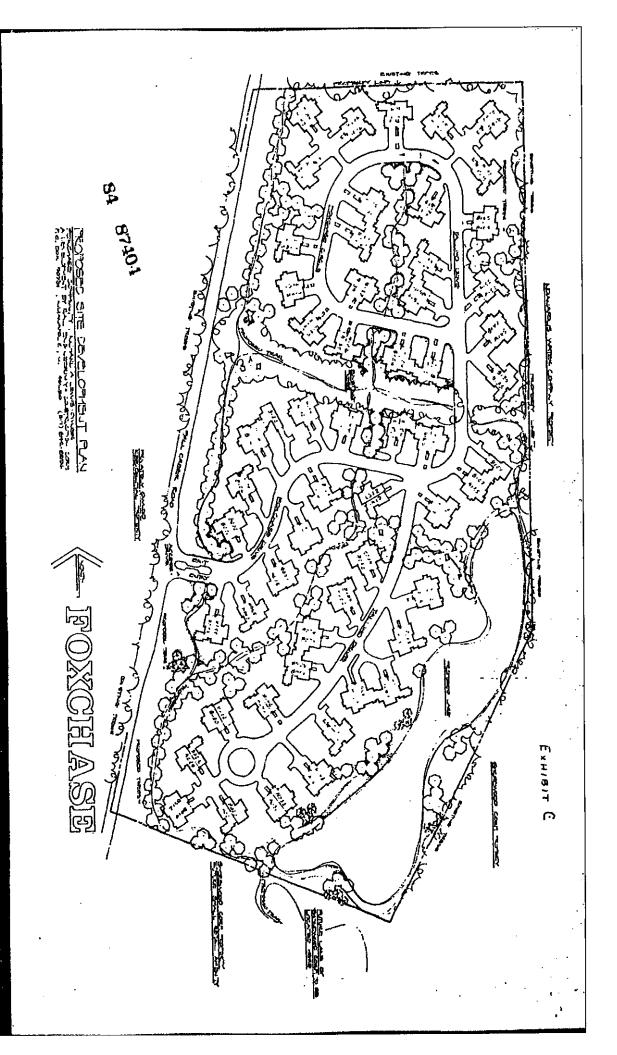
Commencing at a square cut stone found marking the Northwest corner of the Southwest Quarter of said Section 20; thence North 89 degrees 35 minutes 46 seconds East along the North line of the West Half of the Southwest Quarter of said Section 20 a distance of 830.40 feet to a point in the approximate centerline of Fall Creek Road (as established December 1979); thence South 12 degrees 58 minutes 59.9 seconds West along the approximate centerline of Fall Creek Road a distance of 503.91 feet to the Beginning point of this description: thence continue along the last described course 28.67 feet; thence South 12 degrees 48 minutes 00 seconds West 508.38 feet; thence South 77 degrees 46 minutes 29.6 seconds East 200.00 feet; thence North 39 degrees 48 minutes 37 seconds East 225.05 feet; thence North 24 degrees 42 minutes 59.1 seconds East 110.15 feet; thence South 77 degrees 46 minutes 29.6 seconds East 192.07 feet; thence North 66 degrees 10 minutes 27.3 seconds East 185.40 feet; thence North 00 degrees 18 minutes 47 seconds West 123.85 feet; thence North 77 degrees 46 minutes 29.6 seconds West 637.63 feet to the point of beginning containing 5.21 acres more or less and subject to all legal highways, rights-of-way, and easements of record.



# EXHIBIT "B"

Part of the West Half of the Southwest Quarter of Section 20, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the center line of Fall Creek Road (as established December, 1979) said point lies North 89 degrees 35 minutes 46 seconds East 830.40 feet from a square cut stone found marking the Northwest corner of the Southwest Quarter of said Section 20; thence along the North line of the West Half of the Southwest Quarter of said Section 20 North 89 degrees 35 minutes 46 seconds East 506.53 feet to the Northeast corner thereof; thence along the East line of said West half South 00 degrees 18 minutes 47 seconds East 1000.00 feet; thence South 28 degrees 40 minutes 00 seconds West 600.65 feet; thence North 67 degrees 41 minutes 18 seconds West 565.27 feet to a point in the center line of Fall Creek Road (the next 2 courses are along the center line of said Fall Creek Road); (1) thence North 12 degrees 48 minutes 00 seconds East 810.00 feet to Station 0-200 begin "West Reservoir Road" (Fall Creek Road) per Indianapolis Water Company plans dated April 13, 1942; (2) thence North 12 degrees 59 minutes 00 seconds East 532.58 feet to the place of beginning, containing 20.81 acres, more or less.



AUG 2 0 2007

Cross-References:

1984 87404 Inst. No. 1984-46519 & 1984-87404

LAWRENCE TOWNSHIP ASSESSOR

AMENDMENT #1

LEASING

Inst. No. 1984-65706 & 1984-87402

Inst. No. 1984-65708, 1984-87403 & 1998-0117189

# AMENDMENT TO AMENDED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXCHASE, SECTIONS ONE, TWO & THREE

This is an amendment to the Amended Declarations of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three.

## WITNESSETH:

WHEREAS, a residential community known as Foxchase, Section One located in Marion County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One," filed with the Marion County Recorder's Office on June 20, 1984 as Instrument No. 84-46519 ("Section One Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section One consists of thirty-one (31) Lots numbered 1 through 31, inclusive, and Common Area; and

WHEREAS, the Section One Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One" filed with the Marion County Recorder's Office on November 7, 1984 as Instrument No. 84-87404 ("Section One Amended Declaration"); and

WHEREAS, a residential community known as Foxchase, Section Two located in Marion County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Two," filed with the Marion County Recorder's Office on August 22, 1984, as Instrument No. 84-65706 ("Section Two Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section Two consists of thirty-one (31) Lots numbered 33 through 43 and 45 through 64, inclusive, and Common Area; and

WHEREAS, the Section Two Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Two" filed with the Marion County Recorder's Office on November 7, 1984, as Instrument No. 84-87402 ("Section Two Amended Declaration"); and

08/23/07 03:42PH JULIE L VOORHIES HARION CTY RECORDER JRV 204.00 PAGES: 94 Inst # 2007-0124229

WHEREAS, a residential community known as Foxchase, Section Three located in Marion County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Three," filed with the Marion County Recorder's Office on August 22, 1984, as Instrument No. 84-65708 ("Section Three Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section Three consists of forty-six (46) Lots numbered 65 through 110, inclusive, and Common Area; and

WHEREAS, the Section Three Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Three" filed with the Marion County Recorder's Office on November 7, 1984, as **Instrument No. 84-87403** ("Section Three Amended Declaration"); and

WHEREAS, the Section Two Amended Declaration and the Section Three Amended Declaration were further amended by an Amendment filed with the Marion County Recorder's Office on July 10, 1998, as Instrument No. 1998-0117189; and

WHEREAS, the Section One, Section Two and Section Three Amended Declarations shall be referred to hereafter collectively as the "Amended Declarations"; and

WHEREAS, although platted separately, Foxchase Sections One, Two and Three are part of an overall community commonly known as "Foxchase"; and

WHEREAS, all three Sections of Foxchase are governed and managed by the Foxchase Homeowners Association, Inc. ("Association"); and

WHEREAS, Article XVII, Section Four of each of the Amended Declarations states that they may be amended during the first 25 year period by an instrument signed by not less than seventy-five percent (75%) of the owners, which Amendment must be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the requisite number of Owners within Sections One, Two and Three of Foxchase desire to amend the Amended Declarations by adding leasing and other restrictions; and

WHEREAS, the undersigned Owners, constituting more than seventy-five percent (75%) of the current Lot Owners within Section One, Section Two and Section Three of Foxchase, desire to amend the Amended Declarations pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the undersigned Owners hereby amend the Amended Declarations such that all of the Lots, Common Areas, and Lands located within the Properties of Foxchase Sections One, Two and Three are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions,

all of which were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Foxchase Sections One, Two and Three development as a whole and of each of said Lots situated therein. All of the restrictions contained herein shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Foxchase Sections One, Two and Three Properties or any part or parts thereof subject to such restrictions.

1. There shall be a new Article XVIII added to the Amended Declarations for Foxchase Sections One, Two and Three as follows:

# Article XVIII Leasing of Dwellings and Maximum Number of Dwellings Owned

(a) Limits on the Number of Leased Dwellings ("Rental Cap"). In order to insure that the residents within Foxchase share the same proprietary interest in and respect of the Dwellings and the Common Areas, no more than ten percent (10%) of the Dwellings in this Section of Foxchase may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article XVIII. If at any time such percentage of Dwellings are leased or rented, an Owner who wants to rent or lease his or her Dwelling which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Dwelling shall immediately notify the Board of Directors or Managing Agent of such fact and that Dwelling cannot be rerented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwellings. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Dwelling. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Dwellings may be leased or whether the maximum number of Dwellings within Foxchase is currently being leased. If the maximum number of Dwellings is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Notwithstanding the foregoing, the "rental cap" described above shall not apply to any Dwelling of an Owner in Foxchase who, as of August 1, 2003, is renting or leasing said Dwelling and provides written proof thereof to the Association's Managing Agent by that date. Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). The Owners of record of such currently-rented Dwellings shall not be subject to the provisions of this subsection (a), but shall be subject to the remaining provisions of this Article XVIII. However, when the legal owners of record of any of the above-described Dwellings sell, transfer or convey such Dwelling(s) to another Owner after August 1, 2003, such Dwelling(s) shall immediately become subject to this sub-section (a).

(b) <u>Hardship Exceptions and Waiver</u>. Notwithstanding sub-section (a) above, if an Owner wishes to rent or lease his or her Dwelling, but the maximum number of Dwellings

is currently being leased, the Owner may request the Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Dwelling, but only if the Owner satisfies all other requirements of this Article XIII. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Foxchase due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.
- (c) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling other than the entire Dwelling shall be leased for any period. No subleasing shall be permitted. The tenant, and all other occupants or guests of the tenant and/or a Dwelling, shall comply with the "Crime Free Condition" as further set forth in sub-section (i) below. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.
- (d) One Year Waiting Period. In addition to all other provisions of this Article XVIII, for a period of at least one (1) year after an Owner's acquisition of a Dwelling, said Owner cannot lease such Dwelling. After such time, said Dwelling will be eligible to be leased if all other conditions of this Article XVIII are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the

Association. Notwithstanding this sub-section (d), if an Owner wishes to lease a Dwelling prior to the end of the one year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in sub-section (b) above.

- (e) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.
- (f) Association's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within ten (10) days after execution.
- (g) <u>Violations</u>. Any lease or attempted lease of a Dwelling in violation of the provisions of this Article XVIII shall be voidable at the election of the Association's Board of Directors or any other Foxchase Owner, except that neither party to such lease may assert this provision of this Article XVIII to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Foxchase Owner, shall have the right to exercise any and all available remedies at law or equity.
- (h) <u>Maximum Number of Dwellings Owned by a Single Owner</u>. In order to encourage Foxchase being and remaining a community where the Owners reside on the property:
  - (1) No Owner may own more than two (2) Dwellings within Foxchase at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwellings which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.
  - (2) If any Owner is the Owner of more than one (1) Dwelling, such Owner or the majority of the principals of such Owner shall and must reside in Foxchase in at least one (1) of such Dwellings, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in sub-section (b) above.

As defined in Article II.3 of this Declaration, "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Foxchase. As used in this sub-section (h), "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling.

As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwellings, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this subsection (h) shall be voidable at the election of the Association's Board of Directors or any Foxchase Owner, except that neither party to such agreement, conveyance or lease may assert this provision of this Article XVIII to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Foxchase Owner, shall have the right to exercise any and all available remedies at law or equity.

- (i) <u>Institutional Mortgagees.</u> The provisions set forth in this Article XVIII shall not apply to any institutional mortgagee of any Dwelling which comes into possession of the Dwelling by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.
- (j) Crime Free Condition. No Tenant (which term in this sub-section shall include any member of the Tenant's household or a guest or other person under the Tenant's control) shall engage in criminal activity, including drug-related criminal activity, within any portion of Foxchase, including any Dwelling. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802). No Tenant shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, within any portion of Foxchase, including any Dwelling. No Tenant shall permit any Dwelling to be used for. or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the Tenant's household or a guest. No Tenant shall engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, as defined in Ind. Code 35-48, at any location, whether on or near the Dwelling, the Foxchase property or otherwise. No Tenant shall engage in any illegal activity, including prostitution as defined in Ind. Code 35-45-4-2, criminal street gang activity as defined in Ind. Code 35-45-9-1, threatening or intimidating as prohibited by Ind. Code 35-45-2-1, battery as prohibited by Ind. Code 35-42-2-1, including but not limited to the unlawful discharge of firearms, within any portion of Foxchase, or any other activity that otherwise jeopardizes the health, safety and welfare of any other Foxchase resident or involving imminent or actual serious property damage. Violation of any of the above shall constitute grounds for the Association to seek equitable relief against the applicable Owner and Tenant for the immediate termination of the lease and the vacation of the premises by the Tenant.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Foxchase Sections One, Two and Three execute this Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase Sections One, Two and Three as of the date of the last signature below.

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



This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

Foxchase

Russell ( \ndd	
(owner's signature)	(owner's signature)
Ruccelly Tude	$\checkmark$
(printed)	(printed)
8053 Fox chas	e Da I
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF <u>MARION</u> )	
Before me, a Notary Public, in and Russell Judo and	for said County and State, personally appeared , who acknowledged the
Restrictions for Foxchase, Sections One, T	, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  The day of August , 2003.
	Notary Public-Signature  Say Yvanne Price  Printed
Residence County: //anion	Printed Say Yvanus PRICE
My Commission Expires 3/9/08	
	APPROVED THIS 201
	DAY OF August 20 P.7
`	LAWRENCE TOWNSHIP ASSESSOR
	DRAFTSMAN

#### Foxchase

James 5 Knowl (owner's signature)	
	(owner's signature)
JAPHES EKNOWLES	,
(printed)	(printed)
8055 Foxhase Dr	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in an JAMES E KNOWLES and	d for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to	o Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One,	Two and Three, and who, having been duly sworn,
stated that the statements contained herein	n are true to the best of their knowledge and belief.
Subscribed and sworn to before me this _	day of <u>SETTEMBER</u> , 2002
	Catherine Bor Keuster Notary Public-Signature
	Notary 1 ubite Signature
Residence County: MARION	Notary PublicSignature  CATHER IN E-BORKOWSK!  Printed
My Commission Expires 3-10-08	

#### Foxchase

Kalbury & Therwick		
(owner's signature)	(owner's signature)	
Kathryn 5 Hugwink		
(printed)	(printed)	
8063 Forchase Dr.	3	1
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF $Ma(a)$		
Before me, a Notary Public, in and for said	, who ack	nowledged the
execution of the foregoing Amendment to Amend Restrictions for Foxchase, Sections One, Two and	Ed Declaration of Covenants, ( Three, and who, having been a	Conditions and
stated that the statements contained herein are true	to the best of their knowledge	and belief.
Subscribed and sworn to before me this 12 day	$y  ext{ of } \underline{\qquad} () , 2003.$	
	Holly Over	by
Nota	ry PublicSignature	0
Residence County: Matter	Holly Overb	+-
My Commission Expires 12/8/2010		

SIGNATURE PAGE Foxchase mendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) owner's signature) (owner's signature) KENNETH (printed) 8065 FOXCHAS STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared KEN STONECIPHEL and \_\_\_\_\_\_, who acknowledge \_\_\_\_, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly swom, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this [6 day of AUGUST, Watherine Borkowsky
Notary Public-Signature

CATHERINE BORKOWSKY
Printed Residence County: MARION My Commission Expires 3-10-08

Foxchase

Day Hulilo	u
(owner's signature)	(owner's signature)
(printed)	
(printed)	(printed)
(street address)	6
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF /1)ARION	
Before me, a Notary Public, in and NANCL HUBBARD and	for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, 1	wo and Three, and who, having been duly sworn,
Subscribed and sworn to before me this	are true to the best of their knowledge and belief.  77/kday of AUGUST 2003.
	Notary Dublic Signature
A.	/ Vival to Para
Residence County: MARION	Joy YVONNE PRICE
My Commission Expires 3/9/08	

#### Foxchase

(Relating to Le	asing & Other Rental Restrictions)
Paintai Do Beckmen	
(oumer's signature)	(owner's signature)
(printed)  (owner's signature)  BECKMAN	
(printed)	(printed)
8107 FoxeHASE DR	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Matern	
	and for said County and State, personally appeared d, who acknowledged the
execution of the foregoing Amendmen Restrictions for Foxchase, Sections Or	nt to Amended Declaration of Covenants, Conditions and me, Two and Three, and who, having been duly swom, are in are true to the best of their knowledge and belief.
	Notary Public-Signature
Residence County: Marion	Jay Yvorve Price Printed
My Commission Expires 3/4/08	

#### Foxchase

Miginia Vn. Watche	
(owner's signature)	(owner's signature)
(printed)	2/1 (mints)
$\alpha$	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One.	d for said County and State, personally appeared , who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  day of Twy, 2004.
	Cartherine Borkowshin Notary Public-Signature
Residence County: MARIAN	CATHERINE BORKOWSKY Printed
My Commission Expires 3 10 -08	

#### Foxchase

Janet L. Gustredge		
(owner's signature)	(owner's signature)	
TANET L. GUTHRIDGE		
(printed)	(printed)	
8123 Fox Chase Da		1
(street address)	(Lot No.) (S	ection No.)
STATE OF INDIANA		
COUNTY OF MARION		
Trivel & GUTHRIDGE and	for said County and State, personally appe	ledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Cond I wo and Three, and who, having been duly are true to the best of their knowledge and	itions and
	Jy Jornne Price	
	Notary Public-Signature	
Residence County: MARION	Joy Yvonne PRICE	
	Printed /	<del></del>
My Commission Expires 3/9/08		

#### Foxchase

anthony Burn	Loveen m. Burns
(owner's signature)	(owner's signature)
(printed)	LURGEN IM BURNS (printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF YYAR 100	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared  Creen M Burns, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  A day of September, 2003.
	Notary PublicSignature
Residence County: Macion	Ka Ronna Smith
My Commission Expires 9-29-06	

#### Foxchase

(owner's signature)	(owner's signature	2007
C. FESLIE NEW (printed)	Ecolde (27.	•
(street address)	12 (Lot No.)	(Section No.)
STATE OF INDIANA		
COUNTY OF MARION		
Before me, a Notary Public, in and and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein Subscribed and sworn to before me this	Amended Declaration of Covenants, wo and Three, and who, having been are true to the best of their knowledge.	knowledged the Conditions and duly sworn, e and belief.
	Catherine Borkaus Notary Public-Signature	ho_
Residence County: MARION	CATHERINE BORKOW.	sk1
My Commission Expires 3-10-08		

#### Foxchase

Carla Collect	
(owner's signature)	(owner's signature)
CARLA ELEY	•
(printed)	(printed)
8111 Tallito DRIVE	13 A
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF )	
and	for said County and State, personally appeared, who acknowledged the
Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  22 day of, 2006
	Catherine Barkoushi Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

(Relating to Leas	sing & Other Rental Restrictions)	
Sun M Frah		
(owner's signature)	(owner's signature)	
DANNAM. KORAK		
(printed)	(printed)	—
8113 TALLIHO DR.	14 1	
(street address)	(Lot No.) (Section No.)	o.)
STATE OF INDIANA ) COUNTY OF MARION		
DANNA KOKAK and	d for said County and State, personally appeared, who acknowledged th	1e
Restrictions for Foxchase, Sections One.	o Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, n are true to the best of their knowledge and belief.	d
	Catherine Borkowslin Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

#### Foxchase

Stephanie Pappos	•	
(owher's signature)	(owner's signature	)
(printed)	(printed)	
(street address)		(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and and and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, stated that the statements contained herein Subscribed and sworn to before me this	I wo and Three, and who, having been are true to the best of their knowledge.	knowledged the Conditions and duly sworn
	<u>Vallevine</u> <u>Douleur</u> Notary Public-Signature	Stw
Residence County: MARION	CATHERINE BORKOW Printed	SKI
My Commission Expires 3-10-08		

#### Foxchase

Jolina Frox	
(owner's signature)	(owner's signature)
Jo Ann Fax	- ,
(printed)	(printed)
8127 Jalliho Dr	76
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
Before me, a Notary Public, in and and	for said County and State, personally appeared who acknowledged the
execution of the foregoing Amendment to	, who acknowledged the Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly sworn,
Subscribed and sworn to before me this $\underline{\mathscr{A}}$	are true to the best of their knowledge and belief.  7th day of AUGUST, 2003.
	Notary Public Signature  Soy YVONNE PRICE
	Notary Pablie-Ofgnature
Residence County: MARION	Soy YVONNE PRICE
	Printed
My Commission Expires 3/9/08	

Foxchase

(Relating to Leasing & O	ther Rental Restrictions)	
John Lator	ŕ	
(owner's signature)	(owner's signature)	<del></del>
PARICK R. SNYDER. (printed)	(printed)	
8162 FOX CHOSE DR. (street address)		<u> </u>
(	(Lot No.) (Se	ection No.)
STATE OF INDIANA ) COUNTY OF MAKION		
Before me, a Notary Public, in and for said execution of the foregoing Amendment to Amend Restrictions for Foxchase, Sections One, Two and stated that the statements contained herein are true Subscribed and sworn to before me this	, who acknowled Declaration of Covenants, Condi Three, and who, having been duly set to the best of their knowledge and	edged the tions and sworn.
Residence County: MARION Printe	A Herine Barkowshi ry Public-Signature ATHERINE BORKAN ed	
My Commission Expires 3-10-07		

#### Foxchase

- Colleen Deker	
(owner's signature)	(owner's signature)
COLLEGED BAKER	
(printed)	(printed)
8160 FoxcHASE DR (street address)	19 /
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
execution of the foregoing Amendment Restrictions for Foxchase, Sections One stated that the statements contained here	and for said County and State, personally appeared, who acknowledged the to Amended Declaration of Covenants, Conditions and e, Two and Three, and who, having been duly sworn, ein are true to the best of their knowledge and belief.  3 26th day of August, 2003.
	Alina Lenney Notary Public-Signature
	Notary Public-Signature
Residence County:	<b>V</b>
	Printed
My Commission Expires	DIANA L DENNEY NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. FEB. 18,2007

Foxchase

Amendment Es (Rejaring to Leasi	tablishing a Ne ing & Other Re	w Article XVIII ental Restrictions)	
Deven york		ŕ	
(owner's signature)		(owner's signatur	е)
(printed)		(printed)	<del></del>
(street address)	se Or	$\frac{Z/}{(\text{Lot No.})}$	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION			,
Before me, a Notary Public, in and and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, stated that the statements contained herein Subscribed and sworn to before me this	Amended Decl Two and Three,	, who a aration of Covenants	cknowledged the conditions and
	Notary Public	hevine Bork	ous two
Residence County: MARION	•	INE BORKON	8K1
My Commission Expires 3-10-08			

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) MARY C. MIBEATNEY
(printed) (street address) STATE OF INDIANA COUNTY OF Manion Before me, a Notary Public, in and for said County and State, personally appeared and Many C. Marthuy, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 27 day of Www. Residence County: Marion Notary Public--Signature ANDREA M. DAVIS COMMISSION EXPIRES: 1-24-10

Printed

COUNTY OF RESIDENCE: MARION

#### Foxchase

Manuey & Lloyd  (owner's signature)	(owner's signature)	
NANJY L. LLOYD (printed)	printed)	
8142 FOXCHASE DR (street address)		Vo.)
STATE OF INDIANA ) COUNTY OF MARION )		
Before me, a Notary Public, in and NANCY L. LLOYD and	for said County and State, personally appeared  **ROBERT C. LLOYD , who acknowledged	the
Restrictions for Foxchase, Sections One, T	Amended Declaration of Covenants, Conditions as wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  7 Aday of AUGUST, 2003.	nd
	Notare Public Signature	
Residence County: MARION	Notative Signature  Soy YVONNE PRICE  Printed	
My Commission Expires 3/9/08		

#### Foxchase

Surrano MY	as _		
Susanne M. N. Susanne M. N.	(owner's	s signature)	
(printed)	(printed)		
S134 Forchase D. (street address)	<u></u>	24	1
(street address)	Q	Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION )			
Before me, a Notary Public, in and SUSANNE M. NESS and execution of the foregoing Amendment to	for said County and State,	personally , who ack	appeared mowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, I stated that the statements contained herein Subscribed and sworn to before me this $\underline{A}$	Two and Three, and who, he are true to the best of their	aving been knowledge	duly sworn.
	Notary Pablic - Signatur	rne Pri	vie
Residence County: MARION	Notary Public - Signatur  Oy VONN  Printed	E PRICE	·
My Commission Expires 3/9/08	·		

#### Foxchase

Howard Lamel Mastri	
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTEN	,
(printed)	(printed)
8/32 FOXCHASE DRIVE (street address)	25 (Lot No.) (Section No.)
,	(EST 1-0.) (Bestion 140.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  day of July, 2009
	Contherine Borkowster Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(Weighting to Peasin	ig & Other Keni	tal Restrictions)	
Franc Q. July		Relie	P
(owner's signature)		(owner's signature)	
GRACE A. FALVEY		ROBERT H.	DILL
4		(printed)	
8116 FOX CHASE 1)	۷.	26	1
(street address)		(Lot No.)	(Section No.)
• .			
STATE OF INDIANA			
COUNTY OF MARION			
Before me, a Notary Public, in and WACK FALNEY and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein Subscribed and sworn to before me this 2	Amended Declar wo and Three, ar are true to the be day of	mation of Covenants, and who, having been est of their knowledge with a constant of the constant of their knowledge with a constant of their knowledge with a constant of the constant of their knowledge with a constant of their knowledge with a constant of their knowledge with a constant of the constant of the constant of their knowledge with a constant of their knowledge with a constant of the constant of their knowledge with a constant of the constant of the constan	knowledged the Conditions and duly sworn, e and belief.
Residence County: MARION	CATHER Printed	INE BORKOU	SKI
My Commission Expires 3-10-08			

Foxchase

Some A. Whelchel	7		
(owner's signature)		owner's signature)	
JAMES A. WHEICH	£1		
(printed)	(	printed)	
8114 FOX CHASE / (street address)	OR.	Z7 (Lot No.)	(Section No.)
STATE OF INDIANA )			
COUNTY OF MARION			
Before me, a Notary Public, in and JAMES A WHEICHEL and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein Subscribed and sworn to before me this	Amended Declarate wo and Three, and are true to the best	, who ack ion of Covenants, ( who, having been of their knowledge	cnowledged the Conditions and duly swom, e and belief.
	Notary Public-S	ne <i>Box kow?</i> Signature	Shi
Residence County: MAKLON	CATHERINE Printed	Berkowsk	<u></u>
My Commission Expires 3-10-07			

Foxchase

Amendment Esta	blishing a New Article XVIII
Relating to Leasin	g & Other Rental Restrictions)
	Halace 1D Cork
(owner's signature)	(owner's signature)
Catok. Cox	Beatrice L.D. Corx
(printed)	(printed)
8/02 Foxchase Drive	29
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
CATO K. CORK and R	for said County and State, personally appeared  SEATRICE L. D. CORK, who acknowledged the Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, To	wo and Three, and who, having been duly sworn,
stated that the statements contained herein	are true to the best of their knowledge and belief.
Subscribed and sworn to before me this 27	th day of <u>August</u> , 2003.
	/ Q.
	Notary Public-Signature
	Notary Public-Signature
Residence County: MARION	Joy YVONNE PRICE
	Printed
My Commission Expires 3/9/08	

Foxchase

(Retaining to Least	ng & Other Rental Restrictions)
(owner's signature)	(owner's signature)
Donne M Doty	
(printed)	(printed)
(street address)	Holis (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	d for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  31 day of MARCH, 20036
	Callevine boykewshir Notary Public-Signature
Residence County: MAR WAY	CATHEKINE BORKOWSE! Printed
My Commission Expires 3-4 -08	

#### Foxchase

Dain Philling	
(owner's signature)	(owner's signature)
Diane Phillips	
(printed)	(printed)
(printed)  8070 Fox Chase	03/
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared who acknowledged the
execution of the foregoing Amendment to	, who acknowledged the Amended Declaration of Covenants, Conditions and
stated that the statements contained berein	wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
Subscribed and sworn to before me this 2	He day of AUGUST, 2003.
	Notary Public-Signature  Soy YVONNE PRICE
	Notary Public-Signature
Residence County: MARION	Joy YVONNE PRICE
	Printed /
My Commission Expires 3/9/08	

#### Foxchase

Janet L Ganett			
(owner's signature)	-	(owner's signature)	
Janet L. Garrett		<u>.                                    </u>	
(printed)		(printed)	
8092 Talliho Dr. India (street address)	napolis	(Lot No.)	(Section No.
STATE OF INDIANA )			
COUNTY OF MARIEN			
Before me, a Notary Public, in and  TANKT L GARRETT and  evecution of the formalist A decided to the f		who ack	nowledged the
execution of the foregoing Amendment to	Amended Declara	ition of Covenants. (	Conditions and
Restrictions for Foxchase, Sections One,	Two and Three, an	d who, having been	duly sworn,
stated that the statements contained herein	are true to the bes	t of their knowledge	and belief.
Subscribed and sworn to before me this	day of 11/10	J	w7
	Cather Notary Public-	<u>in Barkoui</u> Signature	Sa
Residence County: MARION	LATHER I	NE BORKOU	SKI
My Commission Expires 3-10-08			

#### Foxchase

Ruharf a. fage (owner's signature)	— — <u> </u>	Volter 4. a	ogan
(Owner's signature)	(	owner's signature	)2
(printed)	_ <u></u>	othy A. L.	ogan
(p.imou)	C	primed)	_
(street address)	IN 46256	(Lot No.)	Z (Section No.)
			,
STATE OF INDIANA		·	·
COUNTY OF MARION			
Before me, a Notary Public, in and RICHARD A LOGAN and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, I stated that the statements contained herein Subscribed and sworn to before me this	ATHY A CO Amended Declarate Two and Three, and are true to the best	GAN, who action of Covenants, who, having been of their knowledgery, 2003.	knowledged the Conditions and duly sworn
Residence County: MARION	CATHERIA Printed	JE BOKKOG	WSK1
My Commission Expires 370-C8			

Foxchase

(owner's signature)	(owner's signature)
RICHARD K. EGAN (printed)	Evelyn T. Egan (printed)
(street address)	(Lot No.) Z (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
RICHARD K EGAN and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared EVELYN TEGAN, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  I day of MARCH, 2008.4
	Catherine Burkewsin Notary Public-Signature
Residence County: MAKION	CATHERINE BORKEUSE, Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII

(Relating to Leasin	g & Other Rental Restrictions)
Daye Watherthigh	
(owner's signature)	(owner's signature)
Gaye Wetzelbers	er
(printed)	(printed)
(street address)	(Lot No.) 2 (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly swom, are true to the best of their knowledge and belief.  27 day of, 2003.
	P. Thomas Munay
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana

County of Marion
My Commission Expires Dec. 20, 2009

#### Foxchase

astrid d. Via	bae	
(owner's signature)	(owner's signature)	)
ASTRID 1 TRASUE (printed)		
(printed)	(printed)	
8052 TALLIHO DR	40	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
ASTRIB L. TRABUL and	for said County and State, personally	knowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, I stated that the statements contained herein Subscribed and sworn to before me this	I wo and Three, and who, having been are true to the best of their knowledge.	duly sworn, e and belief
5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	77 day 01 NYKKCL) 2003.	Ų.
	Watherine But kon Notary Public-Signature <u>CATHELINE BORKO</u>	sho
Residence County: MAKION	CATHERINE BORKO	WSK1
My Commission Expires 3-10-08		

#### Foxchase

- Jacon Flear		
(owner's signature)	(owner's signature	)
(printed)		
(Printed)	(printed)	
_ 8042 Tallito Da.	41	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and	for said County and State, personally, who ac	appeared
execution of the foregoing Amendment to	Amended Declaration of Covenants	Conditions and
Restrictions for Foxchase, Sections One,	Two and Three, and who, having been	duly sworn,
stated that the statements contained hereir Subscribed and sworn to before me this _	day of Wy, 2003	
	Calfrerine Borkon Notary Public-Signature	<u>Bliv</u>
Residence County: MARION	CATHERINE BORKO	wsk1
My Commission Expires 3-10-08		

Foxchase

Amendment Establishing a New Article XVIII	
(Relating to Leasing	S Other Rental Restrictions)
Charles D. Prace	Mastha J. Raed (owner's signature)  MATHA L. PAGO
(printed)	(printed)
8040 Talliho Dr	- 42 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA  COUNTY OF MALION  Before me, a Notary Public, in and for said County and State, personally appeared and MARTHA L. PLAED, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 27 day of AUGUST, 2003.  **P. Monary Public-Signature**  Notary Public-Signature**	
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (printed) GENE W STEUSS.
(printed) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared <u>CALVIN STEUSSY</u> and <u>GENE STEUSSY</u>, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 8th day of November, 2002 CATHERINE BORKOWSKI Residence County: MARION My Commission Expires 3 70 08

### Foxchase

(owner's signature)	(owner's signature)
BARBIANA LANCON (printed)	Leanne Larson (printed)
(street address)	
STATE OF INDIANA )  COUNTY OF MARION )	
Before me, a Notary Public, in and EARBARA & LEANNE CARMON execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, a are true to the best of their knowledge and belief.
subscribed and sworn to before the tims -	Notary Public-Signature  Joy YVONNE PRICE
Residence County: NARION	Joy YVONNE PRICE Printed
My Commission Expires 3/9/08	

### Foxchase

_	_
Jole (Su	Muriel K. Brehm (owner's signature) MURIEL K. BREH (printed)
(owner's signature)	(owner's signature)
John R. Brekm	MURIEL K. BREH.
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and to	for said County and State, personally appeared MURIEL K. BREHM, who acknowledged the
execution of the foregoing Amendment to A	Amended Declaration of Covenants, Conditions and
	wo and Three, and who, having been duly sworn,
stated that the statements contained herein a	are true to the best of their knowledge and belief.
Subscribed and sworn to before me this Z	7 day of 74 08057 , 2003.
	P. J. A. Smor Manually A Notary Public-Signature
Residence County:	ŕ
<u> </u>	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

### Foxchase

hankling Sprokman	ๆ
(owner's signature)	(owner's signature)
Franklin L. Speckna	<i>v</i> 1
<b>u</b> ,	(printed)
8021 Talliho Dr	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Gatherine Borkowsin  Notary Public-Signature
Residence County: MAKION	Printed BORKOWSKI
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasing & Other Rental Restrictions)	
(owner's signature)	Barlow J. Hamma (owner's signature)
Sherm on D HAMMAN (printed)	Backerz J HAMMAN (printed)
8023 TA)I, ho Dr (street address)	$\frac{5D}{\text{(Lot No.)}}  \frac{2}{\text{(Section No.)}}$
STATE OF INDIANA )	
COUNTY OF MARION	
SHERMAN D. HAMMAN and A execution of the foregoing Amendment to .  Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared  BARBARA J. HAMMAN, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  The day of AUGUST, 2003.
	Notar Public Signature
Residence County: MARION	Joy Yvanne PRICE Printed
My Commission Expires 3/9/08	

### Foxchase

X 3:	
(owner's signature)	(owner's signature)
$\underline{A}$	
(printed)	(printed)
	51 -1-
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, I stated that the statements contained herein Subscribed and sworn to before me this	Carhevine Barkowsta Notary Public-Signature
Residence County: MARION	Printed BORKOWSKY
My Commission Expires 3-10-08	

### Foxchase

Mill Wil	
(owner's signature)	(owner's signature)
Michael WARD	
(printed)	(printed)
8033 Talliho Daire	57 7
(street address)	<u>52</u> <u>Z</u> (Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
MICHAEL WARD and	and for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment	to Amended Declaration of Covenants, Conditions and
stated that the statements contained here	Two and Three, and who, having been duly sworn, in are true to the best of their knowledge and belief.
Subscribed and sworn to before me this	31 day of MARCH, 20036
	<u>Gatherine Borkowshi</u> Notary Public-Signature
Residence County: MARICA	Notary Public-Signature  LATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

### Foxchase

Berl Sunt	MA
(owner's signature)	(owner's signature)
Brad Snodars	N/A
(printed)	(printed)
8041 Tallino Dr.	53 Z
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF)	
Restrictions for Foxchase, Sections On	and for said County and State, personally appeared  who acknowledged the to Amended Declaration of Covenants, Conditions and e, Two and Three, and who, having been duly sworn,
stated that the statements contained her Subscribed and sworn to before me this	lein are true to the best of their knowledge and belief.  12 day of July, 2006  Catherine Borlowship  Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) (printed) STATE OF INDIANA COUNTY OF MARION ? Before me, a Notary Public, In and for said County and State, personally appeared, who acknowledge \_\_, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this \_\_\_\_\_ day of AutillS Residence County: MARION My Commission Expires 3-10-07

Foxchase

<i>p</i>	•
	,
makey persen	/ 
(owner's signature)	(owner's signature)
MARY JANE SPENCE	R
MARY JANE SPENICE (printed)  8049 TALLIHO BR	(printed)
0149 TAILIHA TA	IVF 55 =
(street address)	(Lot No.) (Section No.)
	, (=
STATE OF INDIANA	
, , , , , , , , , , , , , , , , , , , ,	
COUNTY OF MARION	
Refore me a Notary Public in and	for said County and State, personally appeared
MARY JANE SPENCER and	, who acknowledged the
execution of the foregoing Amendment to	, who acknowledged the Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, 1	I wo and Three, and who, having been duly sworn,
	are true to the best of their knowledge and belief.
Subscribed and sworn to before me this	<u>7</u> day of <u>7060s7</u> , 2003.
	ATI M
	P. Trong Mussey . Notary Public-Signature
	Notary PublicSignature
Residence County:	
<del></del>	Printed
My Commission Euripea	P. THOMAS MURRAY, JR. Notary Public, State of Indiana
My Commission Expires	County of Marion
	My Commission Expires Dec. 20, 2009

Foxchase

Amendment Establishing a New Article XVIII

(Relating to Leasing	ng & Other Rental Restrictions)
Ditty Barber	
(owner's signature)	(owner's signature)
1 Dety 1 DANBER	<u></u>
(printed)	(printed)
8051 IAllIHO DK	· <u>56</u> 2
(street address)	(Lot No.) (Section No.
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the
Restrictions for Foxchase, Sections One, T	, who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  7 day of 408057, 2003.
	Phones Menry h.
	Notary PublicSignature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion
	My Commission Expires Dec. 20, 2009

Foxchase

(Relating to Leasing & Other Rental Restrictions)	
(owner's signature)	Therey long
BEN GLANCI	(owner's signature)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MINITO	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	for said County and State, personally appeared who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  day of
	Notary Public-Signature
Residence County: Maribk	Kaen L. Ulomw Printed
My Commission Expires 9/10/06	

#### Foxchase

Joh R Bul	Musiel K. Brehm
(owner's signature)	Murief K. Brehm (owner's signature)
John 2 Breth	MURIEL K. BREHM
(printed)	(printed)
8061 Tallibo Pz.	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARIEN	
TOHN R RREHM and M execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	For said County and State, personally appeared AURIEL K BREHM, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.    day of MARCH, 2008.6
	Notary Public-Signature
Residence County: MACION	CATHERINE BOLKOWSILI Printed
My Commission Expires 3-10-08	

### Foxchase

My Koa Lo	
(owner's signature)	(owner's signature)
Melissa Roache	
(printed)	(printed)
8069 Talliho Dr.	<u>59</u> <u>2</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	·
COUNTY OR MARION	
execution of the foregoing Amendment Restrictions for Foxchase, Sections One	who acknowledged the to Amended Declaration of Covenants, Conditions and e, Two and Three, and who, having been duly sworn, ein are true to the best of their knowledge and belief.  day of AUGUST, 2004
	Catherine Bondonston_ Notary Public-Signature_
Residence County: MAKION	Notary Public-Signature  CATHERINE BORKAUSKI  Printed
My Commission Expires 3-10 01	

### Foxchase

A 6	
(owner's signature)	(owner's signature)
Renee Sandenburg 4	
(printed)	(printed)
8081 Talliho Dr.	61
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  3 i day of MARCH, 2008.
	Catherine Boricanslin Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHER WE BORKBUSK1  Printed
My Commission Expires 3-10-08	

#### Foxchase

### Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions)

to Ala	
(owner's signature)	(owner's signature)
KEVIN & CHRISTEL	
(printed)	(printed)
8083 TALLIHO DRIVE	62 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and for KEVIN J. CHRISTEL and	or said County and State, personally appeared, who acknowledged themended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, Tw stated that the statements contained herein as	o and Three, and who, having been duly swom, re true to the best of their knowledge and belief.
Subscribed and sworn to before me this 27	day of <u>AUGUST</u> , 2003.
	Homas Mulley A Notary Public-Signature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana

County of Marion
My Commission Expires Dec. 20, 2009

#### Foxchase

Mari Haber	
(owner's signature)	(owner's signature)
Nanci Haber	
(printed)	(printed)
809/ Tall: ho 13 (street address)	$\frac{1}{2}$ (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Milion	
execution of the foregoing Amendment to Restrictions for Foxchase. Sections One,	d for said County and State, personally appeared , who acknowledged the o Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, in are true to the best of their knowledge and belief.  But day of Ametary, 2007.
	Notary Public-Signature
Residence County: \( \square 22\text{22teor} \text{\$\sigma} \)	Jay YVONNE PRICE Printed
My Commission Expires 9/9/08	_

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) (printed) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged the SITELBY WATKINS and execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three, and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 31 day of MARCH 2003.6 Notary Public-Signature

LATHERINE BORKOWSKI Residence County: MARION My Commission Expires 3-10-08

### Foxchase

Mary Box Liegue	V	
(owner's signature)	(owner's signature)	
Mary Beth Lippold		
(prince)	(printed)	
8135 Talliho	46	(Section No.)
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and	i for said County and State, personally who ac	appeared knowledged the
TARY BETH LIPPOLD and execution of the foregoing Amendment to	Amended Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, stated that the statements contained herein	I'wo and Three, and who, having been a see true to the best of their knowledge.	a duly sworn, re and helief
Subscribed and sworn to before me this $\leq$	27th day of August, 2003.	ge and benon.
<del>-</del>	Dy Jonne 4.	aci
	Notary Public Signature	
Residence County: MARION	Notary Public Signature  Joy Yvonne Per	'C €
<u> </u>	Printed	
My Commission Expires 3/9/08		

### Foxchase

May E. Cawson		
(owner's signature)	(owner's signature	e)
Mary E. Lowson		
(printed)	(printed)	
8145 Talliho Drive	67	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		. ·
COUNTY OF MARION		
Before me, a Notary Public, in an MWY & LAWSON and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, stated that the statements contained hereing Subscribed and sworn to before me this	o Amended Declaration of Covenants, Two and Three, and who, having been a are true to the best of their knowledge.	cknowledged the Conditions and duly swom, ge and belief.
	Catherine Bowlow Notary Public-Signature	rsho
Residence County: MARION	Notary Public-Signature  UNTHERINE BORK  Printed	auski
My Commission Expires 3-10-08		

### Foxchase

	· ,
(owner's signature)  TOUCE ROBB  (printed)	
(owner's signature)	(owner's signature)
Irycc ROBB	
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MICRON	
Before me, a Notary Public, in and and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief. The day of August, 2003.
	Notary Public-Signature
Residence County: NARION	Jay YVONNE PRICE Printed
My Commission Expires 3/9/88	

Foxchase

Amendment Establishing a New Article XVIII  (Relating to Leasing & Other Rental Restrictions)		
Down Salva (owner's signature)  Down F. Mikes  (printed)  3153 Tallita Drive	(owner's signature (printed)	()
(street address)	(Lot No.)	(Section No.)
Before me, a Notary Public, in and and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein	wo and Three, and who, having been	cknowledged the , Conditions and n duly sworn,
Subscribed and sworn to before me this $\frac{27}{3}$	7th day of <u>lugust</u> , 2003	se and benen.
	Notary Public-Signature	ice
Residence County: MARION	Joy Yvour FRICE Printed	·
My Commission Expires 3/9/08		

### Foxchase

JIM MORRIS	
(owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	70 3 (Lot No.) (Section No.)
(50.551.000.05)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to	for said County and State, personally appeared , who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn,
stated that the statements contained herein Subscribed and sworn to before me this	are true to the best of their knowledge and belief.
	<u>Latherine</u> Box kousling Notary Public-Signature
Residence County: MARICN	CATHERINE BORKOWSKY Printed
My Commission Expires 370-08	

Foxchase

(Relating to Lea	sing & Other Rental Restrictions)
Sonal Hiesse	E
(owner's signature)	(owner's signature)
DONALD J. FRESSIE	
(printed)	(printed)
S163 TALLIHO DK. (street address)	7/ 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
DONALD J. FRESSIE and execution of the foregoing Amendment Restrictions for Foxchase, Sections One	nd for said County and State, personally appeared, who acknowledged the to Amended Declaration of Covenants, Conditions and e, Two and Three, and who, having been duly sworn, ein are true to the best of their knowledge and belief.
	Notary Printed Signature  Notary Printed  Printed
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

### Foxchase

Rosemani E. Rian			
(owner's signature)	(owne	r's signature)	
ROSEMARIE, F. PIAN			
(printed)	(printe	ed)	
8175 pellihode.		73	3
(street address)		(Lot No.)	(Section No.)
STATE OF INDIANA )			
COUNTY OF MARION)			
Before me, a Notary Public, in and fo ROSEMALIE E RIAN and	r said County and Stat		appeared
execution of the foregoing Amendment to Ar	nended Declaration of	f Covenants, (	Conditions and
Restrictions for Foxchase, Sections One, Two	and Three, and who,	having been	duly sworn,
stated that the statements contained herein are Subscribed and sworn to before me this 30	day of TUNE	eir knowledge , 200 <b>3</b>	and belief.
(	0	0 1	(`C
	Catherine	Borker	WSW)
	Notary Public—Signat		
Residence County: MARI ON	CATHERINE Printed	BORKE	wski
My Commission Expires 3-10-08			
117) Commission Expires 5 60 0			

Foxchase

Amendment Esta	ablishing a New Article XVIII
(Relating to Leasing	ng & Other Rental Restrictions)
	•
(owner's signature)	(owner's signature)
C. Frain Poston	
(printed)	(printed)
(street address)	74 <u>500 3</u> (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in and EXECUTION and Execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	( ) ( )
	Notary Public-Signature
Residence County: MARIUN	Notary Public-Signature  CAT HER INE BOR KOUSK!  Printed
My Commission Expires 3-10-08	

### Foxchase

Clipabath Waldens  Mowner's signature	(owner's signature)	
ELIZABETH W ADAMS	(printed)	
8187 TALLIHO DR (street address)	76 (Lot No.)	3 (Section No.)
STATE OF INDIANA )		
Before me, a Notary Public, in and ELIZABETH ADAMS and	for said County and State, personally	appeared knowledged the
execution of the foregoing Amendment to a Restrictions for Foxchase, Sections One, Toxchased that the statements contained herein Subscribed and sworn to before me this 2	Amended Declaration of Covenants, wo and Three, and who, having been are true to the best of their knowledge	Conditions and duly sworn,
	Catherine Borker	W.
Residence County: MARION	CATHERINE BORKO Printed	WSKI
My Commission Expires 3-10-08		

### Foxchase

Riff Boll		
(owner's signature)	(owner's signature)	
RIHELS RUK		
(printed)	(printed)	
8195 Julito De	77	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and	I for said County and State, personally	appeared
execution of the foregoing Amendment to	Amended Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, stated that the statements contained herein	I'wo and Three, and who, having been	duly sworn,
Subscribed and sworn to before me this	8 day of AUGUST, 2005	e and benei.
	Catherine Borles	who
KAAAAA	Notary FublicSignature	0161
Residence County: NALION	Notary Public-Signature  LATHERINE BORKOU  Printed	DICI
My Commission Expires 3-10-08		

### Foxchase

Donna Godging		
(owner's signature)	(owner's signature)	<u>"</u>
Donna Godfrey		
(himtor)	(printed)	<del> </del>
8197 Talliho Dr.	78	3
(street address)		ction No.)
STATE OF INDIANA		
COUNTY OF MARION		
Before me, a Notary Public, in and  DONNA GODFREY and	for said County and State, personally appear	red doed the
execution of the folegoing Amendment to	Amended Declaration of Covenants, Condit.	ions and
stated that the statements contained herein	I wo and Three, and who, having been duly so are true to the best of their knowledge and b	wom,
Subscribed and sworn to before me this 1	day of AUGUST, 2004	ener.
	Catherine Borkaostu	2
	Notary PublicSignature	
Residence County: MARION	<u>CATHERINE BORKOWSKI</u> Printed	_
My Commission Expires 3-10-08	* **********	
ive commission expites o lo fo		

### Foxchase

Rubert M Chear	Margaret Raham (Gwner's signature)
(owner's signature)	((dwner's signature)
ROBERT M. AHEARN (printed)	MARGARET R. AHEARN (printed)
,	(printed)
8198 FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
(Strong Landson)	(Edit No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Malion	
MARGARET S. AHEARN and K	or said County and State, personally appeared object W. AHEARN, who acknowledged the amended Declaration of Covenants, Conditions and
	wo and Three, and who, having been duly sworn,
stated that the statements contained herein a	re true to the best of their knowledge and belief.
Subscribed and sworn to before me this $27$	Aday of AUGUST, 2003.
	Jugonne Price
,	Notary Public-Signature
Residence County: NARION	Notary Philic-Signature  Joy VONNE PRICE
,	Printed/
My Commission Expires 3/9/08	

### Foxchase

- Horreie Sternor	
(owner's signature)	(owner's signature)
(printed) GARMON	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF	
execution of the foregoing Amendment to . Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  Aday of, 2003.
	Jay Jonne Price Notary Public-Signature
Residence County: Marion	SOY YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase

Amendment Esta	ablishing a New Article XVIII	
(Relating to Leasing	ng & Other Rental Restrictions)	
Charles m. Jensley	mar cared of	Q.
(owner's signature)	(owner's signature)	ley
CHARLES M. TIMELEY	MARGARET TIMISH	- E-V
(printed)	(printed)	
8190 FOX CHASE CI	R 81 3	
(street address)	(Lot No.) (Section	on No.)
		·
STATE OF INDIANA )		
COUNTY OF MARION		
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared MARGARET TINSLEY, who acknowledg Amended Declaration of Covenants, Condition wo and Three, and who, having been duly swo are true to the best of their knowledge and belifted day of July, 2004	ged the as and
	Batherine Boyleoush Notary Public-Signature	
Residence County: MARLON	Printed PERKOWSKI	
My Commission Expires 3-10-68		

Foxchase

(Relating to Leasing	ig & Other Rental Restrictions)
BIA	
(owner's signature)	(owner's signature)
(printed)	(printed)
8188 Fox CHASE CE (street address)	
STATE OF INDIANA ) COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  The day of, 2004
	Catherine Borkewshis Notary Public-Signature CATHERINE BORKOWSKI
Residence County: Mak ton	Printed  Printed
My Commission Expires 3-10-08	

Foxchase

Ham Wal	Esther & Worl	
(owner's signature)	(owner's signature)	
LAREN WORL	ESTHER GWORL	
(printed)	(printed)	
9/182 FoychASE LIRU	15 <u>84 3</u>	
(street address)	(Lot No.) (Section N	<b>√10.</b> )
STATE OF INDIANA )		
<b>1</b>		
COUNTY OF MARION		
KAREN & ESTHER WORLD	for said County and State, personally appeared, who acknowledged	the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions a	nd
	wo and Three, and who, having been duly sworn,	
Subscribed and sworn to before me this	are true to the best of their knowledge and belief.  Hold day of AUGUST, 20034	
bubberious and sworm to before me uns _ c	5 - un or - Acades - 2003	
	Calhenne Borkawshi	
<b>A</b> .4	Notary PublicSignature	
Residence County: MARION	CATHERINE BORKOWSKI	
	Printed	
My Commission Expires 3-10-08		

#### Foxchase

Charles Will		
(owner's signature)	(owner's signature)	· · · · · · · · · · · · · · · · · · ·
0006115 M. SLOKE		
(printed)	(printed)	
8178 FOFCHASE ciacle	- 80	حي
(street address)		(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and Douglas M. SLOAN and	for said County and State, personally ap	peared owledged the
DOUGLAS M. SLOAN and execution of the foregoing Amendment to	Amended Declaration of Covenants, Co	nditions and
Restrictions for Foxchase, Sections One, 7 stated that the statements contained herein	I wo and Three, and who, having been du	ly swom, nd belief
Subscribed and sworn to before me this &	77th day of <u>AUSUST</u> , 2003.	id belief.
	Notary Public-Signature	
	Notary Public-Signature	
Residence County: MARION	Joy Yvoune PRICE	
<del></del>	Printed	<del></del>
My Commission Expires $\frac{3/9/08}{}$		

### Foxchase

Matter a Kannon	Annet De Grothan
(owner's signature)	(owner's signature)
WALTER A KENYON	ANNET D. GAEAT HOUSE
·	(printed)
SI50 Foxchase Cinconstruction (street address)	che <u>89</u> 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	d for said County and State, personally appeared  ANNET D GREATHURS acknowledged the Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, In are true to the best of their knowledge and belief.  12th day of THY, 2004.
	Catherine Barkoushing Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions)	
(street address)	(owner's signature) (printed)  (printed)  (DAI  (printed)  (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	for said County and State, personally appeared  OSALYN CHAIG, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  3 day of Juy, 2004.
Residence County: MALION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII		
(Relating to Leasing & Other Rental Restrictions)		
(owner's signature)	(owner's signature)	
- Tim Lina		
(printed)	(printed)	· · · · · · · · · · · · · · · · · · ·
8148 Foxchase Circle	91	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
(0)		
COUNTY OF Marion		
Before me, a Notary Public, in and for said	County and State, personally	appeared
execution of the foregoing Amendment to Amende	, who ac	knowledged the
execution of the foregoing Amendment to Amende	d Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, Two and	Inree, and who, having been to the best of their knowledge	duly sworn,
stated that the statements contained herein are true Subscribed and sworn to before me this 29 day	of 2003.	c and benef.
-	O-	
fan e	mais Blains	ام نصم
Notary	y PublicSignature	77-F
Deile a Paragra	MARIE Colors  d	'n 1
Residence County: Many on Printer  My Commission Expires 4.3 2008	111/1910/E COLFY	HEOVO
Juna a	•	
My Commission Expires Th. 3 dull		
,		
OFFICIAL SEAL		
HOTARY PUBLIC SUIZE OF BRICVINA		
E VICE COMM Section From 2 9700		

#### Foxchase

1 Chani Chan	
(owner's signature)	(owner's signature)
Umai Chas	<b>14</b> 3
(printed)	(printed)
8138 Fox Chase (street address)	Circle 92 (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MAKIDA )	
Before me, a Notary Public, in and  WM CHO Log and execution of the foregoing Amendment to a Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  7 day of SEPTEMBER, 2003
	Carhevine Borkowski Notary Public-Signature
Residence County: MARION	Printed BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

_ Dail few	Karhler A. For	
(owner's signature)	(owner's signature)	
J. David Paris	Kathleen H. P	2115
(printed)	(printed)	
8130 Foxchase Circle	93	
(street address)	(Lot No.)	Section No.
execution of the foregoing Amendment to Amer Restrictions for Foxchase, Sections One, Two as stated that the statements contained herein are to Subscribed and sworn to before me this Asia	nded Declaration of Covenants, Connd Three, and who, having been dultue to the best of their knowledge an	ditions and y sworn,
Pri My Commission Expires 3/4/08	ntod	

#### Foxchase

# Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions)

Foster C. Reed	
(owner's signature)	(owner's signature)
FOSTER C. REED (printed)	(printed)
8128 Fox CHASE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MALION )	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  day of AUGUST, 2003.
	P. Thomas Musicaff.  Notary Public-Signature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana

Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

#### Foxchase

(owner's signature)	
(owner's signature)	(owner's signature)
CAROL S. MILLER	
(printed)	(printed)
(printed)  8/36 Forchase Circle (street address)	95
(street address)	(Lot No.) (Section No.
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the Amended Declaration of Covenants, Conditions and
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and
	wo and Three, and who, having been duly swom, are true to the best of their knowledge and belief.
Subscribed and sworn to before me this Z	
	Poma Messeagh, Notary Public-Signature
Residence County:	
	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

### Foxchase

Echono Michael W	2
(owner's signature)	(owner's signature)
RICHARD I MEDANIEC	
(owner's signature)  RICHARD T. MEDANIEC  (printed)	(printed)
SIZY FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Notary Diblo Signature
Residence County: MARION	Notary Public Signature  Soy VONNE PRICE  Printed
My Commission Expires 3/9/08	

# Foxchase

(	" The state of the
Ray Cortes	Sandra Colos
(owner's signature)	(owner's signature)
Any (orle ]	SANDRA J CORTER
(printed)	(printed)
	<u>97</u>
(street address)	(Lot No.) (Section No.)
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tw	or said County and State, personally appeared  WORA T CORTE , who acknowledged the amended Declaration of Covenants, Conditions and yo and Three, and who, having been duly sworn, re true to the best of their knowledge and belief.
Residence County: MAKION	Cottlerine Borkowski
My Commission Expires 3-10-08	Printed

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions)	
(owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	Olecte 98 (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared , who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  day of, 2003
	Catherine Berlowsia Notary Public-Signature
Residence County: MARION	CATHERINE BURKOWSKI Printed
My Commission Expires 3-10-04	

Foxchase

(Relating to Leasing & Other Rental Restrictions)	
Ciral tees	
(owner's signature)	(owner's signature)
Cindy K. Reed	
(printed)	(printed)
8156 Talliho Dr.	<u>99</u> <u>3</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
UNDY KEED and	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly swom, are true to the best of their knowledge and belief.
	Watherine Borkership Notary Public-Signature
Residence County: MAKION	Notary Public-Signature  CAT HERINE BORKOUSKI  Printed
My Commission Expires 3-10-08	

### Foxchase

Just Just	
(owner's signature)	(owner's signature)
June D. Feick	_
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
Before me, a Notary Public, in and we we cution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared , who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  The day of AUGUST, 2003.
4	Notary Public Signature
Residence County: NARION	Notary Public Signature  Say YVONNE PRICE  Printed
My Commission Expires $3/9/08$	

Foxchase

(Relating to Leasi	ing & Other Rental Restrictions)
Wanda Jerry (owner's signature)	(owner's signature)
(owner) organization	(Owner's signature)
WANDA O, TEXX	<u>Y</u>
(printed)	(printed)
8164 Tallihar In	<u>101</u> <u>3</u>
(stfeet address)	(Lot No.) (Section No
STATE OF INDIANA ) COUNTY Of Marion	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	d for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly swom, are true to the best of their knowledge and belief.
c-	Wotary Public-Signature
Residence County Marion	Notary PublicSignature  CATHERINE BOLKOW SKU  Printed
My Commission Expires 3-10-08	

# Foxchase

Georgia Traas	
(owner)s signature)	(owner's signature)
GEORGIA KRAAS	
(printed)	(printed)
8166 TALLIHO (street address)	/02 3
(street address)	$\frac{\frac{102}{\text{(Lot No.)}} \qquad \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and GEORGIA KRAAS and	for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Conditions and Iwo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Notary Pholic-Signature
Residence County: MAKION	Notary Bublic-Signature  Say Volume Prince  Printed
My Commission Expires 3/9/08	

# Foxchase

Gatherine Borkowshir (owner's signature)	Charl Ble	_R
	(owner's signature)	
CATHERINE BORKOWSKI	CHERYL PLAN	CK
8/73 (printed)	(printed)	
ELLA FOX CHASE CIR	105	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION  Before me, a Notary Public, in and for said  CATHERINE BORKOWSKI and CHERY. execution of the foregoing Amendment to Amende Restrictions for Foxchase, Sections One, Two and stated that the statements contained herein are true Subscribed and sworn to before me this 31 day	d Declaration of Covenants, of Chree, and who, having been to the best of their knowledge	mowledged the Conditions and duly sworn, and belief.
RY PUBLIC Nota	y Public-Signature	<del></del>
Residence County: Hamilton County Printe	amantha L. War	<del>/                                    </del>
My Commission Expires		

#### Foxchase

Catherine Borkaoshi		
(owner's signature)	(owner's signature)	· · · · · · · · · · · · · · · · · · ·
CATHERINE BORKOWSE	_	
(printed)	(printed)	
8169 FOXCHASE CIRCLE	107	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MAKION		
CATHERINE BOKKOWSKI and	l for said County and State, personally, who acl	knowledged the
execution of the foregoing Amendment to	Amended Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One,		•
stated that the statements contained herein Subscribed and sworn to before me this _2	Tare true to the best of their knowledge	e and denei.
		•
	Jy gronne Price	
•	Notary Public Signature	
Residence County: Muchan	Joy YVONNE PRICE	····
	Printéd	
My Commission Expires 3/9/08		

Foxchase

(Relating to Leasi	ng & Other Rental Restrictions)
(owner's signature)	Kathuyu E. Martell (owner's signature)
ALEX F. MARTELL (printed)	KATHRYN E. MARTELL (printed)
8167 FOXCHASE CIRC. (street address)	/ <u>/ / / / / / / / / / / / / / / / / / /</u>
STATE OF INDIANA ) COUNTY OF Marion)	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared  Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  2 day of
	Dous Llosgrove Notary Public-Signature
Residence County: Morin	Teresa L Cosgrone Printed
My Commission Expires 7-6-07	

# Foxchase

Sheulin L. Klein	
(owner's signature)	(owner's signature)
Sherilyn L. Klein	
(printed)	(printed)
8139 Foxchese Circle (street address)	$\frac{109}{9} \frac{3}{(2000)}$
(Survey address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF	
Before me, a Notary Public, in and fo	or said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to Ar	mended Declaration of Covenants, Conditions and
	o and Three, and who, having been duly sworn,
stated that the statements contained herein ar	e true to the best of their knowledge and belief.
Subscribed and sworn to before me this 25	day of <u>Hugust</u> , 2003.
	Detter J. Vertel Notary Public Signature
•	Notary Educe—Signature
Residence County: Marion	Detry J. Hertel Printed
My Commission Expires 9/4/2010	l

#### Foxchase

Dona M. Meadaw	<b>1</b> 5
Jonna M. Weadows (owner's signature)	
Donna M. Meadows (printed)	,
(printed)	(printed)
8137 Foxchose Circle (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MAKION	
Before me, a Notary Public, in and	for said County and State, personally appeared, who acknowledged the
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly swom, are true to the best of their knowledge and helief
	Catherine Borkowski
Residence County: MAKLOW	CATHERNE BORKOWSKI
My Commission Expires 3-10-08	



Inst. No. <u>1984-46519</u> Inst. No. <u>1984-8740</u>4 Inst. No. <u>1998-0117189</u> FILED
AUG 2 0 2007
LAWRENCE TOWNSHIP ASSESSOR

AMENDMENT #3
HOME OCCUPATIONS

#### AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXCHASE, SECTION ONE

This is an amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One.

#### WITNESSETH:

WHEREAS, a residential community known as Foxchase Section One located in Marion County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One," filed with the Marion County Recorder's Office on June 20, 1984, as Instrument No. 1984-46519 ("Section One Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section One consists of thirty-one (31) Lots numbered 1 through 31, inclusive, and Common Area; and

WHEREAS, the Section One Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One" filed with the Marion County Recorder's Office on November 7, 1984 as Instrument No. 1984-87404 ("Section One Amended Declaration"); and

WHEREAS, Foxchase Section One is part of a larger Foxchase community, including Foxchase Sections Two and Three; and

WHEREAS, all three Sections of Foxchase are governed and managed by the Foxchase Homeowners Association, Inc. ("Association"); and

WHEREAS, the owners within Foxchase Sections Two and Three previously approved an amendment to their Sections' Declarations of Covenants whereby they adopted an amendment identical to that set forth below, said amendment being filed with the Marion County Recorder's Office on July 10, 1998, as Instrument No. 1998-0117189; and

WHEREAS, Article XVII, Section Four of the Section One Amended Declaration states that it may be amended during the first 25 year period by an instrument signed by not less than seventy-five percent (75%) of the owners, which Amendment must be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the requisite number of Owners within Foxchase Section One desire to amend certain provisions of the Section One Amended Declaration; and

Signature of the control of the cont

Alice de antoir

08/23/07 03:42PM JULIE L VOORHIES MARION CTY RECORDER JHV 68,00 PAGES: 28
Inst # 2007-0124230

WHEREAS, the undersigned Owners, constituting more than seventy-five percent (75%) of the current Lot Owners within Section One of Foxchase, desire to amend the Section One Amended Declaration pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the undersigned Owners hereby amend the Section One Amended Declaration such that all of the Lots, Common Areas, and Lands located within the Properties of Foxchase Section One are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Foxchase Section One development as a whole and of each of said Lots situated therein. All of the restrictions contained herein shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Foxchase Section One Properties or any part or parts thereof subject to such restrictions.

- 1. Article XV, Section 9 of the Amended Declaration for Foxchase Section One is hereby deleted in its entirety and replaced with the following:
  - 9. Residential Use and Home Occupations: All Lots and Dwellings shall be used for single-family residential use only; provided, however, that an Owner may maintain an office or home business in the Dwelling if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's Dwelling; (3) there are no employees or independent contractors within the Dwelling other than the Owner or other resident; (4) such Owner has obtained approvals or licenses for such use as may be required by the appropriate local and state governmental agencies; and (5) the Owner in all other respects complies with any federal, state, or local laws, regulations and ordinances, including but not limited to the Marion County Home Occupations Ordinance. The Board may require the Owner to pay any increase in the rate of insurance or any other costs or expenses to the Association which may result from such use. No Dwelling shall be used or rented for transient, motel or hotel purposes.
- 2. <u>Definitions.</u> The definition of terms defined in the Section One Amended Declaration as used herein shall be applicable to this Amendment.
- 3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling in Foxchase Section One shall constitute a ratification of this Amendment, together with the Amended Declaration (including all amendments and supplements thereto), the Association's By-Laws and all amendments thereto, the Association's Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant to said documents, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling or a Lot within the Foxchase Section One Properties as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Foxchase execute this Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase Sections One, Two and Three as of the date of the last signature below.

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



This instrument prepared by, and should be returned to, P Thomas Murray, Jr, EADS MURRAY & PUGH, PC, Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

Foxchase Section One

· · · · · ·	• ,
Russell Jud	0
(owner's signature)	(owner's signature)
Russell Litard	
(printed)	(printed)
8U53 FOX Charles	0,
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Section One and who, having been	or said County and State, personally appeared , who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for a duly sworn, stated that the statements contained herein elief. Subscribed and sworn to before me this
of <u>August</u> , 2003.	cher. Bubschbed and sworn to before the this 47 70 day
	Notary Pablic-Signature  Joy Worke PRICE
	Notary Public-Signature
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	rimed
	APPROVED THIS
	DAY OF August 20.07
	LAWRENCE TOWNSHIP ASSESSOR

# SIGNATURE PAGE Foxchase Section One Amendment to Article XV, Section 9 (Relating to Home Occupations)

Markyen S. Harmink	
(owner's signature) (owner's signature)	gnature)
(printed)  (printed)  (printed)  (printed)  (printed)  (printed)  (printed)  (total content of the content of t	No.)
STATE OF INDIANA ) COUNTY OF (NO(100))  Before me, a Notary Public, in and for said County and State, pe	acknowledged the execution
of the foregoing Amendment to Amended Declaration of Covenants, Co Foxchase, Section One and who, having been duly sworn, stated that the are true to the best of their knowledge and belief. Subscribed and swort of, 2003.	inditions and Restrictions for statements contained herein
Notary Public-Signature	werby
Residence County: Marion Holly Ove	-rby
My Commission Expires 12/8/2010	

Foxchase Section One

1 ) cary Helolice	L
(owner's signature)	(owner's signature)
Mancy Hubbard (printed)	
(printed)	(printed)
867) Toxchase Sr	6
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
NANCY HUBBARD	for said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended I	Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein
	pelief. Subscribed and sworn to before me this 27/2 day
	Dy ponne Price
	Notary Dublic Signature
Residence County: MARION	JOY YVONNE
	Printed /
My Commission Expires 3/9/08	

#### Foxchase Section One

(Xlohane	
(owner's signature)	(owner's signature)
RAYMOND RUHAWA	
(printed)	(printed)
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amend Foxchase, Section One and who, havin	and for said County and State, personally appeared, who acknowledged the execution ded Declaration of Covenants, Conditions and Restrictions for g been duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this day
	CATHERINE BOKKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3:10:08	

Foxchase Section One

	` }
(owner's signature)	(owner's signature)
PAMELA JO BECKMAN	(Charles 2 organisate)
(printed)	(printed)
8107 FOXCHASE DR.	<u>Oog</u> (Lot No.)
(street address)	(Lot No.)
of the foregoing Amendment to Amend Foxchase, Section One and who, having	and for said County and State, personally appeared, who acknowledged the execution ded Declaration of Covenants, Conditions and Restrictions for given duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this and belief.
	Notary Public-Signature
Residence County: Yn Muon	Printed PRICE
My Commission Expires 3/9/08	

# SIGNATURE PAGE Foxchase Section One

Olizania M. Mitchell	
(owner's signature)	(owner's signature)
VIRGINIA M. MITCHEL	<i></i>
(printed)	(printed)
8/2/ Fox CHASE R. (street address)	(Lot No.)
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MAKION	
VIRGINIA MITCHELL	for said County and State, personally appeared, who acknowledged the execution
	Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein
	pelief. Subscribed and sworn to before me this day
of July , 2008	·
	Catherine Borkowshi
	Notary PublicSignature
Residence County: MARION	Catherine Borkowshi Notary Public-Signature <u>CATHERINE BORKOWSKI</u> Printed
My Commission Expires 3-10-08	

#### Foxchase Section One

Junet & Gustredge	
(owner's signature)	(owner's signature)
JANET L. GUTHRIDGE	
(printed)	(printed)
8123 Tox Char Dr.	
(street address)	(Lot No.)
STATE OF INDIANA )  COUNTY OF MARION )	
JANET L. GUTHRIDGE	<del> </del>
Foxchase, Section One and who, having	led Declaration of Covenants, Conditions and Restrictions for g been duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this 27 hday
	Notary Public-Signature  Loy YVONNE PRICE
	Notary Public - Signature
Residence County: MARION	LOY YVONNE PRICE
	Printed
My Commission Fynires 3/9/08	

Foxchase Section One

anthony Burns	Lorein M. Burns
(owner's signature)	(owner's signature)
Anthony A. Burns	LOREEN M. BURNS
(printed)	(printed)
Sil Z Talliho Dr. (street address)	
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Section One and who, having been are true to the best of their knowledge and b	For said County and State, personally appeared EN M BURNS, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 27 <sup>12</sup> day
of <u>Aptenbu</u> , 2003.	Notary Public-Signature
Residence County: Macion	Karonna Smith
My Commission Expires 9-29-06	

Foxchase Section One

(owner's signature)	(owner's signature)
O. KESLIE NEW (printed)	(printed)
(street address)	17_ (Lot No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Section One and who, having bee	or said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this
	Catherine Borkewship Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

# Amendment to Article XV, Section 9 (Relating to Home Occupations)

and Colum	
(owner's signature)	(owner's signature)
CARLA K. ELEY	
(printed)	(printed)
8/11 Tallifo Mr.	
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
CARIA BIBV	or said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended I	Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein
are true to the best of their knowledge and b	belief. Subscribed and sworn to before me this 17 day
of SEPTEMBEL, 2004	
, ,	Catherine Borlowship
4.	Notary PublicSignature
Residence County: MAKION	Notary Public-Signature  CATHERINE BERKOWSKI  Printed
<b></b>	

My Commission Expires 3-10-08

Foxchase Section One

( Trouble	26 to 110 O companions)
Consult freel	
(owner's signature)	(owner's signature)
DANNA M. KORAK	
(printed)	(printed)
8113 Talliho Br.	
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Section One and who, having be	for said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for een duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 1644 day
	Catherine Borkowsky  Notary PublicSignature  CATHERINE BORKOWSKY  Printed
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

# SIGNATURE PAGE Foxchase Section One

Sty Paix	
(owner's signature)	(owner's signature)
Stuph a Niet agen	(printed)
(street address)	(Lot No.)
STATE OF INDIANA )  COUNTY OF MARION	·•
of the foregoing Amendment to Amended I Foxchase, Section One and who, having be	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 22 day
	Catherine Bonkowski Notary Public-Signature
Residence County: MAKION	Notary PublicSignature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase Section One

Illian For	
(owner's signature)	(owner's signature)
Jo Ann Fox	
(printed)	(printed)
(printed) 8/27 Talliho Dr	/6 (Lot No.)
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and f	For said County and State, personally appeared , who acknowledged the execution
	Declaration of Covenants, Conditions and Restrictions for
	en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 27 1/2 day
of <u>AUGUST</u> , 2003.	day
	by Janua Price
	Notary Public Signature
Residence County: MARION	Notary Public Signature  Soy Yvonne Price
residence county. 77 1171000	Printed
My Commission Expires 3/9/08	

Foxchase Section One

(Relati	ng to Home Occupations)
tate Range	
(owner's signature)	(owner's signature)
PATRICK R SNYDER	
(printed)	(printed)
8162 FOXCHASE DR	
(street address)	(Lot No.)
STATE OF INDIANA ) COUNTY OF MARION	
COUNTY OF TOTAL ON	
PATRICIZ R SNYDER	for said County and State, personally appeared , who acknowledged the execution
Foxchase, Section One and who, having be	Declaration of Covenants, Conditions and Restrictions for een duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this \( \frac{1}{2} \) day
of <u>Allqust</u> , 2009.	
, ,	Catherine Borkarshi Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase Section One

ColleenRaker	
(owner's signature)	(owner's signature)
COLLEEN BAKER	
(printed)	(printed)
State Foschare Dr. (street address)	19
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public,	in and for said County and State, personally appeared, who acknowledged the execution
	ended Declaration of Covenants, Conditions and Restrictions for
Foxchase, Section One and who, ha	ving been duly sworn, stated that the statements contained herein
of August 2003.	ge and belief. Subscribed and sworn to before me this 26th day
01 /\dB us \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
	Lana S. Lenney Notary Public-Signature
	Notary PublicSignature
Residence County:	
	Printed
My Commission Expires	DIANA I. DENNEY  NOTARY PUBLIC STATE OF INDIANA  MARION COUNTY  MY-COMMISSION EXP. FEB. 18,2007

Foxchase Section One

Amendment to Article XV, Section 9

Amendment to Article XV, Section 9 (Relating to Home Occupations)	
Derren Gerly	
(owner's signature)	(owner's signature)
lerren Ver/(5	
(printed)	(printed)
8157 Fox a	188 pr 21
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
	or said County and State, personally appeared
of the foregoing Amendment to Amended D	, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
	n duly sworn, stated that the statements contained herein
are true to the best of their knowledge and be	elief. Subscribed and sworn to before me this _/4_ day
of Tuly ,2003.2007	
•3	Godhevine Barkaosta
	Notary PublicSignature
Residence County: MARION	Notary PublicSignature  CATHERINE BENKOWSKI  Printed
My Commission Expires 3-10-01	

Foxchase Section One
Amendment to Article XV. Section 9

(Relating to Home Occupations)	
(owner's signature)  SRUE MUSRATNEY  (printed)  8144 Foxcet ASE MAI  (street address)	Muy (. M. Brethy (owner's signature)
STATE OF INDIANA )  COUNTY OF MANON )  Refere me a Noter (Public in and 6	on said County and State more mally announced
of the foregoing Amendment to Amended I Foxchase, Section One and who, having bee	or said County and State, personally appeared  Mc Bray , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 27 day
Residence County: Marion	Notary PublicSignature  ANDREA M. DAVIS  COMMISSION EXPIRES: 1-24-10  COMMISSION EXPIRES: MARION
My Commission Expires 12410	Printed COUNTY OF RESIDENCE: MARION

Foxchase Section One

Amendment to Article XV, Section 9 (Relating to Home Occupations)

Navy & Lleyd (owner's signature)	(awner's signature)
NANCY L. LLOYD (printed)	(printed)
8142 FOYCHASE DR. (street address)	
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended I. Foxchase, Section One and who, having been	For said County and State, personally appeared of C. Leyd, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 27 kday
	Notary Tubble Signature  Soy YVONNE PRICE
Residence County: MARION	JOY YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase Section One

# Amendment to Article XV, Section 9 (Relating to Home Occupations)

/	•
Susanne M. 77	els.
(owner's signature)  Susanne M. Ness  (printed)  8134 Fox Chase D	
(printed)	(printed)
8134 Fox Chase D	Dr 24
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Section One and who, having bee	or said County and State, personally appeared who acknowledged the execution peclaration of Covenants, Conditions and Restrictions for an duly sworn, stated that the statements contained herein elief. Subscribed and sworn to before me this 27% day
	Notar/Public-Signature  Joy YVONNE PRICE  Printed
Residence County: MARION	Joy YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase Section One

# Amendment to Article XV, Section 9 (Relating to Home Occupations)

Howard Lowel Martin	
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTIN	
(printed)	(printed)
8132 FOXCHASE DR. (street address)	2.5
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Section One and who, having been	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this day
	Catherine Borlowshin Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

Amendment to Article XV, Section 9 (Relating to Home Occupations)

(	
(owner's signature)	Beel
(owner's signature)	(owner's signature)
GRACE A. FALVE	ROBERT H. DILL (printed)
	<b>4</b> /
8116 FOX CHASE UR	. 26
(street address)	(Lot No.)
,	, ,
STATE OF INDIANA ) COUNTY OF MARION )	
GRACE FALVEY & ROBERT of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been section of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and Who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and Who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and Who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and Who, having been sections of the foregoing Amendment to Amended D. Foxchase, Section One and Who, having been sections of the foregoing Amendment to Amendmen	for said County and State, personally appeared  Diu, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein delief. Subscribed and sworn to before me this 20 day
	Calherine Borkowski Notary Public-Signature
Residence County: MARION	Notary PublicSignature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase Section One

## Amendment to Article XV, Section 9 (Relating to Home Occupations)

James A. Whelche (owner's signature)	
(printed)  8114 FOX CHASE	HEL(printed)
8114 FOX CWASE (street address)	$=$ $\frac{27}{\text{(Lot No.)}}$
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Section One and who, having by	d for said County and State, personally appeared , who acknowledged the execution I Declaration of Covenants, Conditions and Restrictions for seen duly sworn, stated that the statements contained herein d belief. Subscribed and sworn to before me this 31 day
	Catherine Borkowshi Notary Public-Signature
Residence County: MARION	Notary PublicSignature <u>CATHERINE BORKOWS-KI</u> Printed
My Commission Expires 3-10-08	

Foxchase Section One

Amendment to Article XV, Section 9 (Relating to Home Occupations) (owner's signature) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared CATOK. + BEATRICE L. D. CORK , who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 27 1/2 day of *AUGUST* , 2003. Notary Public Signature

Joy YVONNE PRICE Residence County: MARION

My Commission Expires 3/9/08

Foxchase Section One

# Amendment to Article XV, Section 9 (Relating to Home Occupations)

(Relatin	g to Home Occupations)
(owner's signature)	(owner's signature)
Donne M Doty	· •
(printed)	(printed)
(street address)	46286 <u>30</u> (Lot No.)
STATE OF INDIANA )	
COUNTY OF MAKION	
of the foregoing Amendment to Amended I Foxchase, Section One and who, having beautiful and the section of the foregoing Amendment to Amended I for the foregoing Amendment I for the foregoing Amend	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 31 day
	Catherine Borkewslew Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-(0-08	

## Foxchase Section One

# Amendment to Article XV, Section 9 (Relating to Home Occupations)

Danie Phillips	
(owner's signature)	(owner's signature)
Jiane Phillips	
(printed)	(printed)
8070 Fox Chase Dr	031
(street address)	(Lot No.)
of the foregoing Amendment to Amended I. Foxchase, Section One and who, having bee	For said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 214 day
Residence County: MARION	Notacy Public-Signature  Loy YVONNE PRICE  Printed
My Commission Expires 3/9/08	

# FILED

AUG 2 0 2007

Cross-References:

1981-87401

Inst. No. 1984-46519 & 1984-8740 LAWRENCE TOWNSHIP ASSESSOR

Inst. No. 1984-65706 & 1984-87402

Inst. No. 1984-65708, 1984-87403 & 1998-0117189

### AMENDMENT TO AMENDED DECLARARTION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXCHASE, SECTIONS ONE, TWO & THREE

This is an amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two, and Three.

#### WITNESSETH:

WHEREAS, a residential community known as Foxchase, Section One located in Marion County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One," filed with the Marion County Recorder's Office on June 20, 1984 as Instrument No. 84-46519 ("Section One Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section One consists of thirty-one (31) Lots numbered 1 through 31, inclusive, and Common Area; and

WHEREAS, the Section One Declaration was amended by certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One" filed with the Marion County Recorder's Office on November 7, 1984 as Instrument No. 84-87404 ("Section One Amended Declaration"); and

WHEREAS, a residential community known as Foxchase, Section Two located in Marion County, Indiana was established pursuanmt to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Two" filed with the Marion County Recorder's Office on August 22, 1984, as Instrument No 84-65706 ("Section Two Declaration"); and

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section Two consists of thirty-one (31) Lots numbered 33 through 43 and 45 through 64, inclusive, and Common Area; and

WHEREAS, the Section Two Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Two" filed with the Marion County Recorder's Office on November 7, 1984 as Instrument No. 84-87402 (:Section Two Amended Declaration"); and

WHEREAS, a residential community known as Foxchase, Section Three located in Marior County, Indiana was established pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Three" filed with the Marion County Recorder's Office on August 22, 1984, as Instrument No. 84-65708 ("Section Three Declaration"); and

08/23/07 03:42PH JULIE L VOORHIES MARION CTY RECORDER JNV 204.00 PAGES: 94

Inst # 2007-0124231

All was a firm as it was

WHEREAS, pursuant to Plats filed with the Marion County Recorder's Office, Foxchase Section Three consists of forty-six (46) Lots numbered 65 through 110 inclusive, and Common Area; and

WHEREAS, the Section Three Declaration was amended by a certain "Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section Three" filed with the Marion County Recorder's Office on November 7, 1984, Instrument No. 84-87403 ("Section Three Amended Declaration"); and

WHEREAS, the Section Two Amended Declaration and the Section Three Amended Declaration were further amended by an Amendment filed with the Marion County Recorder's Office on July 10, 1998, as Instrument No. 1998-0117189; and

WHEREAS, the Section One, Section Two and Section Three Amended Declarations shall be referred to hereafter collectively as the "Amended Declarations"; and

WHEREAS, although platted separately, Foxchase Sections One, Two and Three are part of an overall community commonly known as "Foxchase"; and

WHEREAS, all three Sections of Foxchase are governed and managed by the Foxchase Homeowners Association, Inc ("Association"); and

WHEREAS, Article XVII, Section Four of each of the Amended Declarations states that they may be amended during the first 25 year period by an instrument signed by not less than seventy-five percent (75%) of the owners, which Amendment must be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Owners within all three Sections of Foxchase desire to amend certain provisions of the Amended Declarations; and

WHEREAS, the undersigned Owners, constituting more than seventy-five percent (75%) of the current Lot Owners within Section One, Section Two and Section Three of Foxchase, desire to amend the Amended Declarations pursuant to the terms and conditions set forth below.

NOW, THEREFOE, the undersigned Owners hereby amend the Amended Declarations such that all of the Lots, Common Areas, and Lands located within the Properties are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Foxcahse development as a whole and of each of said Lots situated therein. All of the restrictions contained herein shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Properties or any part or parts thereof subject to such restrictions.

1. The first sentence of Article XVII, Section 4 of each of the Amended Declarations, which pertains to the procedure for amendments to the Amended Declarations, shall be deleted in its entirety and replaced with the following:

Amendment: The Owners acknowledge that Sections One, Two and Three of Foxchase are contiguous to each other, with all Owners being members of the Foxchase Homeowners Association, Inc, such that all Lots are part of a single cohesive community commonly known as Foxchase with no practical differentiation as to Sections. As a result, this Declaration may be amended at any time by the Owners of at least two-thirds (2/3) of the total number of Lots in the aggregate in Foxchase Sections One, Two and Three at an annual or special meeting of the members of the Association called for such purpose. The Owners may vote either in person or by proxy. Such an amendment shall be signed by the President and Secretary of the Association, signifying that a sufficient number of Owners approved the amendment.

All other provisions of Article XVII, Section 4 shall remain in full force and effect.

- 2. <u>Definitions</u>. The definition of terms defined in the Amended Declarations as used herein shall be applicable to this Amendment.
- 3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling shall constitute a ratification of this Amendment, together with the Amended Declarations (including all amendments and supplements thereto), the Association's By-Laws and all amendments thereto, the Association's Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant to said documents, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling or a Lot within the Properties as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Foxchase execute this Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase Sections One, Two and Three as of the date of the last signature below.

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

This instrument prepared by, and should be returned to, P Thomas Murray, Jr, EADS MURRAY & PUGH, PC, Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

### Foxchase

Russell ( Judel_	
(owner's signature)	(owner's signature)
Russelle Judd	
(printed)	(printed)
8U53 FUX charl	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended De Foychase Sections One. Two and Three and	who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me    Aug   Subscribed   Printed
	APPROVED THIS 20th
	DAY OF Agat 20 67
	LAWRENCE TOWNSHIP ASSESSOR
	2 2 Le DRAFTSMAN

#### Foxchase

James & Knowl- (owner's signature)	
(owner's signature)	(owner's signature)
JAMES-KNOWLES	
(printed)	(printed)
(printed)  8055 Foxchase Dr.  (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended I  Foxchase Sections One, Two and Three an	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements r knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature  CATHERINE BORKOWSKY
Residence County: 3-10-08	CATHERINE BORKOWSKI Printed
My Commission Expires MARION	TROPOLITAN DELE
	DATES - 23 UT OR PER DIMINISTRATOR
	ADMINISTRA!

### Foxchase .

Kashren S. Therink	
(owner's signature)	(owner's signature)
(printed)	(printed)
8063 Forchase De	3 /
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MACION	
of the foregoing Amendment to Amended D. Fovchase Sections One. Two and Three and	for said County and State, personally appeared  COUNTY, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before m
	Notary Public-Signature
Residence County: Macion	Holly Overby Printed
My Commission Expires 12/8/2010	

### Foxchase

Dany Her. lea	·C
(owner's signature)	(owner's signature)
Nancy +labhord	
(printed)	(printed)
(printed)  8077 Faxchase DV	6
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
MANNI HILARADT	for said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended  Forchase Sections One. Two and Three at	Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements is knowledge and belief. Subscribed and sworn to before m.
	Notary Public Signature
Residence County: MARION_	Notary Public-Signature  Joy Yvonne Price  Printed
My Commission Expires 3/9/08	

Foxchase

RRoha.	
(owner's signature)	(owner's signature)
RAYMUND ROHAWA	
(printed)	(printed)
SIDS FUNCHASE DR (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF HARION	
of the foregoing Amendment to Amended I	or said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Catherine Barlanshi Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHEK INK Bakkowski  Printed
My Commission Expires 3-10-08	

### Foxchase

<u> </u>		
Panelow Westeren		
(owner's signature)	(owner's signature)	
PAMELA JO BECKMAN		
(printed)	(printed)	
8107 FOXCHASE DR	(Lot No.) (Section No.)	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF Youture  Before me, a Notary Public, in and for	or said County and State, personally appeared	
Pamela Ja Siekman	, who acknowledged the execution	
of the foregoing Amendment to Amended L	Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements	S
contained herein are true to the best of their this shift day of anuary, 2003	knowledge and belief. Subscribed and sworn to before	n
	Notary Pholic-Signature	
Residence County: YMation	Joy YVOUNE PRICE Printed	
My Commission Expires 3/9/08		

Foxchase

)	
Virginia M. Mitchell	
(owner's signature)	(owner's signature)
(printed)  8/2/ Foxchase DR.  (street address)	(printed)  (Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their	or said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
this 17 day of JULY , 2003	
	Carterine Barkowship Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

## Foxchase

(owner's signature)	(owner's signature)
JANET L. GUTANDGE	(printed)
(printed)	(printed)
8123 For Chuse Dr	101
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
JANET L. GUTHRIDGE	nd for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amende	ed Declaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three	e and who, having been duly sworn, stated that the statemen
contained herein are true to the best of the this 27th day of AUSUST, 20	heir knowledge and belief. Subscribed and sworn to before
tms 2/11/2 day of 7/12/03/ , 20	
	Notary Public-Signature  Soy YVONNE PRICE
	Notary PublicSignature
Residence County: MARION	Jay YVONNE PRICE
Rosidones County.	Printed
My Commission Expires 3/9/08	
My Commission Expires	

#### Foxchase

Onthony Chum (owner's signature)	(owner's signature)
Anthony A. Burns (printed)	LOREEN M. BURNS (printed)
8112 Talliho Di. (street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended I Foxchase. Sections One, Two and Three and	for said County and State, personally appeared  en Buens, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements reknowledge and belief. Subscribed and sworn to before references.
	Notary Public-Signature
Residence County: Makio A	Karuna Smith Printed
My Commission Expires 9-29-06	

#### Foxchase

Column	Frem In all
(wner's signature)	(owner's signature)
O. LESAIE NELL (printed)	(printed)
(street address)	. <u>i2</u> (Section No.)
STATE OF INDIANA ) COUNTY OF MAKION	
of the foregoing Amendment to Amended Do Foxchase, Sections One, Two and Three and	r said County and State, personally appeared  Light who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before n
	Notary Public-Signature
Residence County: MAKION	Printed BORKOWSKI
My Commission Expires 3-10-08	

## Foxchase

( 1-1/O)			
(owner's signature)	(owner's signature)		
CARLA K. FLEX			
(printed)	(printed)		
8111 TAILIHO DK.	<u></u>		
(street address)	(Lot No.)	(Section No.)	
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in and for CARLA ELEY of the foregoing Amendment to Amended Der Foxchase, Sections One, Two and Three and vecontained herein are true to the best of their kints 1 day of SESTEMBER, 2004	, who acknowl claration of Covenants, Conditions who, having been duly sworn, state	edged the execution and Restrictions for d that the statements	e
	Coutherine Borkeus. Notary Public-Signature		
Residence County: MARION	Notary Public-Signature  CATHERINE BORKO  Printed	wsk 1	
My Commission Expires 3-10-08			

Foxchase

Sanuff Youl	
(owner's signature)	(owner's signature)
DANNA M. KORAK	
(printed)	(printed)
8113 Talliho Dr.	<u> 14                                   </u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARIAN	
Before me, a Notary Public, in an	d for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amender Foxchase, Sections One, Two and Three	d Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements eir knowledge and belief. Subscribed and sworn to before me
	Cortherine Borliauslin Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	Printed BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

$\mathcal{O}$		
Ation and area		
(owner's signature)	(owner's signature)	
Steenary + Mars		
(printed)	(printed)	
8155 Tall. hoth.	<u></u>	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
	for said County and State, personally	appeared
of the foregoing Amendment to Amended	, who acknow	vledged the execution s and Restrictions for
Foxchase, Sections One, Two and Three ar	nd who, having been duly sworn, stat	ed that the statements
contained herein are true to the best of thei	r knowledge and belief. Subscribed. L	and sworn to before me
this 22 day of August, 2009		
	Catherine Borlow	SW
	Notary Public-Signature	
Residence County: MARION	Notary Public-Signature  CATHERINE BOAK Printed	owsky
My Commission Expires 3-10-08		

### Foxchase

Only Sorry	
(owner's signature)	(owner's signature)
JoAnn Fox	
(printed)	(printed)
8127 Jalliho Dr.	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
. LO ANN FOX	d for said County and State, personally appeared , who acknowledged the execution
Foxchase, Sections One, Two and Three	d Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements eir knowledge and belief. Subscribed and sworn to before me 03.
	Notary Hublit Signature  Say YVONNE PRICE
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

#### Foxchase

C C	(owner's signature)	(owner's signature)	
	PATRICK R SNYDER	(mintad)	
	(printed)	(printed)	ı
	8162 FOXCHASE DR (street address)	$\frac{18}{\text{(Lot No.)}}$	(Section No.)
	(Surest auditoss)	•	•
	STATE OF INDIANA ) COUNTY OF MAKION		
	Before me, a Notary Public, in and for PATRICK R SNYDER of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and contained herein are true to the best of their this R day of AUGUST, 2003	eclaration of Covenants, Condition who, having been duly sworn, star knowledge and belief. Subscribed	ns and Restrictions for ted that the statements and sworn to before m
		Rotherine Borke Notary Public-Signature CATHERINE BORK	wsh
	Residence County: MARION	CATHERINE BORK	Lowsk.1
	My Commission Expires 3-10-08		

#### Foxchase

Collen Bakar		
(owner's signature)	(owner's signature)	
(printed)	(printed)	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA )		
COUNTY OF MARION)		
Before me, a Notary Public, in and for said County and State, personally appeared COLLEEN BAKER, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before this 26th day of August 2003.		
	Notary Public-Signature	
Residence County:	Printed	
My Commission Expires	DIANA L DENNEY  NOTARY PUBLIC STATE OF INDIANA  MARION COUNTY  MY COMMISSION EXP. FEB. 18 2002	

Foxchase

(Relating to A	mendment Approval Procedure)
Spran Sterk	
(owner's signature)	(owner's signature)
S/5) In Mase (street address)	(printed)  (Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	and the second
of the foregoing Amendment to Amended Forchase Sections One. Two and Three	d for said County and State, personally appeared, who acknowledged the execution d Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements eir knowledge and belief. Subscribed and sworn to before a  23. 2007
	Notary Public-Signature
Residence County: MARION	CATHERINE BORKUWSKI Printed
My Commission Expires 3-10 08	

### Foxchase

N A	2	
Maly	Mary C. Jos Chilay	
(owner's signature)	(owlder's signature)	
Bruce MilsRATINEY	MARY C. MCBRATNEY	
(printed)	(printed)	
8144 FOXCHASE Dr	22 1	
(street address)	(Lot No.) (Section No.)	
·		
STATE OF INDIANA )		
COUNTY OF MANON		
Before me, a Notary Public, in and for said County and State, personally appeared by the Management of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 2 day of August 2003.		
	Notary Public-Signature	
	DAVIS	
Residence County: May ion	ANDREA M. DATE ANDREA M. DATE COMMISSION EXPIRES: 1-24-10 Printed COUNTY OF RESIDENCE: MARION	
My Commission Expires 1/2/4/10		

Foxchase

Mary & Llayer  (owner's signature)	bwner	's signature)	land	
NANCY L. CLOYD (printed)	Letter (printed	e J ( )	(040)	
8142 Forchase On (street address)		23 (Lot No.)	(Section No.)	
STATE OF INDIANA ) COUNTY OF MARION				
Before me, a Notary Public, in and for NANCY L. LLOYD + ROBER of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 27 kday of AUSUST, 2003.	Declaration of Covenant d who, having been dulknowledge and belief.	who acknows, Conditions y sworn, state	rledged the execution s and Restrictions for ed that the statements	
	Notary Public Signat	une Price nure Ne Price	<u>~</u>	
Residence County: MARION	Printed Joy Yvon	WE PRICE	<u> </u>	
My Commission Expires 3/9/08				

### Foxchase

Susanne M. Men	ν
(owner's signature)	(owner's signature)
Susanne M Ness	
(printed)	(printed)
8134 Fox Chase Dr (street address)	24 (Lot No.) (Section No.)
(street address)	(Eat No.) (Section No.)
SUSANNE N. NESS of the foregoing Amendment to Amended Dec	said County and State, personally appeared  who acknowledged the execution claration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before m
j	Notary Public-Signature  Jay Yvanne Price  Designature
Residence County: MARION	Printed Printed PRICE
My Commission Expires 3/9/08	

Foxchase

Howard Lowell Martin (owner's signature)	(owner's signature)	
HOWAR O LOWELL MARTEN (printed)	(printed)	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF MARION )		
Before me, a Notary Public, in and for said County and State, personally appeared  HOWARD MARTIN , who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before this		
	Roatherine Berlewshing Notary Public-Signature  CATHERINE BERKOWSKI	
Residence County: MARION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

## Foxchase

Carried States	Extreel
(owner's signature)	(owner's signature)
GRACE A. FALVEY (printed)	ROBERT H. DILL (printed)
8/16 Fox CHASE DR. (street address)	. 26 (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
of the foregoing Amendment to Amended I Foxchase. Sections One. Two and Three an	Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me Calkerial Boyliausto
Residence County: MARION	Notary PublicSignature  LATHER WE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase

James Whelchel	<i></i>
(owner's signature)	(owner's signature)
JAMES A. WHERCHE	(printed)
8114 FOX CHISE I	$\frac{27}{\text{(Lot No.)}} \qquad \frac{1}{\text{(Section No.)}}$
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended I	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	CATHELINE BORKENTER
Residence County: MARCH	Printed Porkersky
My Commission Expires 3-10-08	

#### Foxchase

	Dislace 20Col
(owner's signature)	(owner's signature)
Cato K. Cork	Beatrice L.D. Cork
(printed)	(printed)
8102 Foxchase Drive	<u> 29</u> <u> </u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and f	for said County and State, personally appeared  or said County and State, personally appeared  note that the said County and State, personally appeared  or said County and State, personally appeared
of the foregoing Amendment to Amended D	Declaration of Covenants, Conditions and Restrictions for
	d who, having been duly sworn, stated that the statements
this 27th day of AUGUST, 2003.	knowledge and belief. Subscribed and sworn to before me
	Notary Public Signature  Soy YVONNE PRICE
	Notary Public Signature
Residence County: MARION_	Day YVONNE PRICE
	Printed
My Commission Expires 3/9/08	

#### Foxchase

Dance Moloty	
(owner's signature)	(owner's signature)
Donna M Boty	
(printed)	(printed)
8072 Foxdrese Dr 46256	
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements r knowledge and belief. Subscribed and sworn to before me
Residence County: MANDA	Notary Public-Signature  LATHERINE BONKOWSKI
_	Printed
My Commission Expires 3 10-08	

#### Foxchase

Diano Phillin	
(owner's signature)	(owner's signature)
Diane Phillips	
(printed)	(printed)
Diane Phillips (printed)  8070 Fox Chase Di	$\frac{03}{(3+1)(3+1)}$
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
	For said County and State, personally appeared, who acknowledged the execution
	Declaration of Covenants, Conditions and Restrictions for
	d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
this 27th day of <u>908 057</u> , 2003.	
	Notary Public-Signature
	Notary PublicSignature
Residence County: / MARION	Jay Yvonue PRICE
	Printed
My Commission Expires 3/9/08	

#### Foxchase

Carla Maxwell		
(owner's signature)	(owner's signature)	
Carla Maxwell (printed)	(printed)	
8094 Tallino Dr. (street address)	(Lot No.) (Section No.)	-
STATE OF INDIANA ) COUNTY OF _Maybyl )		
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for the conditions and the statement of the conditions are statement of the conditions and the statement of the conditions are sta	r S
this <u>L2</u> day of <u>JULY</u> , 200	Catherine Borkowshi	піе
Residence County: MARION	CATHERINE BORKOWSKY Printed	
My Commission Expires 3-10-08		

Foxchase

Janet L Ganell			
// (owner's signature)	(owner's signature)		
Janet. L. Garrett (printed)	(printed)		
8092 Talliho Dr. Ind (street address)	ianapolis 34 2 (Lot No.) (Section No.)		
STATE OF INDIANA ) COUNTY OF MAKIEN			
Before me, a Notary Public, in and for said County and State, personally appeared  TANET L GARRETT, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 14 day of			
Residence County: MARIEN	Notary Public-Signature  VATHERINE BORKOWSKI  Printed		
My Commission Expires 3-10-08			

Foxchase

Richard a. Lagar	Yathy a. dog	an
(owner's signature)	(owner's signature	*)
Richard A. Logan	Kathy A. Log (printed)	ian
(printed)	<del>-</del> •	
(street address)	IN 46256 35	(Section No.)
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and for RICHARD A LIGAN & KATH		
of the foregoing Amendment to Amended D	Declaration of Covenants, Condition	ns and Restrictions for
Foxchase, Sections One, Two and Three and	•	
contained herein are true to the best of their this 19 day of 11/14 , 2003.		and sworn to before the
——————————————————————————————————————	200.1	
·	Gallerine Borkow	shi)
	Notary Public-Signature	
Residence County: MARION	CATHERINE BOKE	(ewsk)
My Commission Expires 3-10-08		

#### Foxchase

(owner's signature)	(owner's signature)
KICHARD K. EGAN (printed)	(printed) T, Egan
80/6 TALLIHO DRIVE (street address)	37 Z (Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MAKLON	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	for said County and State, personally appeared  YNTEGAN, who acknowledged the execution  Declaration of Covenants, Conditions and Restrictions for a who, having been duly sworn, stated that the statements removed and sworn to before medical conditions.
	Catherine Borliaushing Notary Public-Signature
Residence County: MARION	Notary PublicSignature <u>LATHERINE BORKOWSKI</u> Printed
My Commission Expires 3-10-08	

Foxchase

Loye Webelberger Jowner's signature)	(owner's signature)
(owner's signature)	(owner's signature)
Caye Wetzelbers	er
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements r knowledge and belief. Subscribed and sworn to before
	Notary Public-Signature
Residence County:	Printed Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

#### Foxchase

(owner's signature)	
E	
(printed)	
40	_2
(Lot No.)	(Section No.)
Declaration of Covenants, Conditions and who, having been duly sworn, state knowledge and belief. Subscribed a	eledged the execution and Restrictions for ed that the statements and sworn to before most
	(printed)  (printed)  (Lot No.)  for said County and State, personally who acknow peclaration of Covenants, Conditions d who, having been duly sworn, state knowledge and belief. Subscribed a knowledge and belief. Subscribed a Notary Public-Signature  LATHERINE BORKOWS

#### Foxchase

Jo Can Fleser	
(løwner's signature)	(owner's signature)
_ JOANN FLESER	
(printed)	(printed)
8042 Talliko Dr.	41 2
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Do Foxchase, Sections One, Two and Three and	or said County and State, personally appeared, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
Residence County: MARION	Catherine Borkowski  Notary Public-Signature  CATHERINE BORKOWSKI
	Printed
ivry Commission Expires $\mathcal{D} = \mathcal{D} \cup \mathcal{D}$	

Foxchase

(owner's signature)  (owner's signature)  (printed)  (printed)  (printed)  (street address)	(owner's signature)  ARTHAL, RAFI  (printed)  (Dr. 42  (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION)	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared  THAL MAED, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	P. Thomas Musely h.  Notary Public-Signature
Residence County:	Divad
My Commission Expires	Printed P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

(Relating to Amendment Approval Procedure)		
(owner's signature)  CALVIN N STEVSSS	(owner's signature)  GENE W STEUSSY	
(printed)	(printed)	
8032 Tallie Dr (street address)	. (Lot No.) Z (Section No.)	
STATE OF INDIANA ) COUNTY OF MARION		
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	for said County and State, personally appeared  y, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for nd who, having been duly sworn, stated that the statements ir knowledge and belief. Subscribed and sworn to before	}
	Notary Public-Signature	
Residence County: MAKION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

Foxchase

D-B-811		
(owner's signature)	(owner's signature)	
DIANA BEDWELL		
(printed)	(printed)	
8022 Talli HO DENTE	$\frac{46}{45}$	(Section No.)
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION  Before me, a Notary Public, in and it	for said County and State, personally a	ppeared
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an contained herein are true to the best of their this 17 day of SEPTEMBL 2002	, who acknowle Declaration of Covenants, Conditions a d who, having been duly sworn, stated knowledge and belief. Subscribed and	and Restrictions for that the statements
	Notary Public-Signature  CATHERINE BORKOW	stw
Residence County: MARION	CATHERINE BORKOW Printed	sk1
My Commission Expires 3-10-08		

#### Foxchase

(owner's signature)	(owner's signature)	
EARBANA LANSON (printed)	Leanne Lar (printed)	son
SOIZ-Talliko Dr (street address)		(Section No.)
STATE OF INDIANA ) COUNTY OF MARKEN		
of the foregoing Amendment to Amended Dec Foxchase, Sections One, Two and Three and v contained herein are true to the best of their ki this Ath day of Lugust, 2003.	, who acknown claration of Covenants, Condition who, having been duly sworn, stanowledge and belief. Subscribed	wledged the execution as and Restrictions for ted that the statements and sworn to before
11001001101 0 1	Notary Public-Signature  Say Yvonne FRICE Printed	
My Commission Expires 3/9/08		

#### Foxchase

JOR BU	Muriel K. Larehow (owner's signature) MURIEL K. BREHM
(owner's signature)	(owner's signature)
John R. Badin	MURIEN K. FSKEHMI
(printed)	(printed)
8010 TAU 160 DO	<u>48 18</u> 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
They P BOTH IN MIRE	for said County and State, personally appeared  E. K. BREHM, who acknowledged the execution
Forebose Sections One Two and Three at	Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements
contained herein are true to the best of their	r knowledge and belief. Subscribed and swom to before me
this <u>77</u> day of <u>AU6U57</u> , 2003	•
	P. Thomas Murray A.
	Notary PublicSignature
Residence County:	
residence county.	Printed Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion
	My Commission Expires Dec. 20, 2009

#### Foxchase

(owner's signature)	(owner's signature)
Sherman D Hamman (printed)	Barbara ) Hamnan (printed)
8023 TN/II ho Dr (street address)	<u>50</u> <u>2</u> (Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
Before me, a Notary Public, in and	for said County and State, personally appeared  MMAN, who acknowledged the execution
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements removed and belief. Subscribed and sworn to before me
	Notary Public & Signature
Residence County: MARION	Printed PRICE
My Commission Expires 3/9/08	

### 

#### Foxchase

Franklin L. Speck	næn
(owner's signature)	(owner's signature)
	nan
(printed)	(printed)
802/ Talliho Dv (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	for said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Catherine Bortenski Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

#### Foxchase

1/2 -	
(owner's signature)	(owner's signature)
(printed)	(printed)
859/ 7/ -2	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MAKIEN	
of the foregoing Amendment to Amender Foxchase, Sections One, Two and Three	d for said County and State, personally appeared , who acknowledged the execution d Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements
this $\int \int day  da$	eir knowledge and belief. Subscribed and sworn to before me
	CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 310-08	

#### Foxchase

milowl	
(owner's signature)	(owner's signature)
Michael Ward	
(printed)	(printed)
8033 Tallika Delet (street address)	52 <u>2</u> (Lot No.) (Section No.)
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	and for said County and State, personally appeared  who acknowledged the execution and Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements neir knowledge and belief. Subscribed and sworn to before many to the statements are the statements are the statements.
Residence County: MARION	Notary Public-Signature  CATHERINE BONKAUSKI  Printed
My Commission Expires 3 10-08	_ rimed

#### Foxchase

By Sul_	
(owner's signature)	(owner's signature)
Brad Snodgrass (printed)	(printed)
8041 Talliho (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three	d for said County and State, personally appeared, who acknowledged the execution d Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements eir knowledge and belief. Subscribed and sworn to before
.J	Catherine Borlandin Notary Public-Signature
Residence County: MARICN	CATHERINE BORKONSKI Printed
My Commission Expires 3 10 08	

#### Foxchase

(owner's signature)	(owner's signature)		
Coule signature)	(**************************************		
(printed)	(printed)		
8043 Fall 1 1	_ 54	2	
(street address)	(Lot No.)	(Section No.)	
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in and for said  DANIEL S BROWN  of the foregoing Amendment to Amended Declarat  Foxchase, Sections One, Two and Three and who,  contained herein are true to the best of their knowledges  this day of Algust, 2003	, who acknown ion of Covenants, Condition having been duly sworn, state	wiedged the executions for ted that the statements	r S
Notar	Therine Bonkou	360	
Residence County: Makion Printe	THER (NE BORKE	cousky	
My Commission Expires 3-1008			

#### Foxchase

Many January Braker (owner's signature)	•	's signature)	
MARY JANE SPENCESTY  (printed)  8049 TALUHO DRIVE  (street address)	(printe	d)	2 (Section No.)
STATE OF INDIANA  COUNTY OF MARION  Before me, a Notary Public, in and for MARY JANE SPECIAL  of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and contained herein are true to the best of their k this Z7 day of AUST, 2003.	claration of Covenar	, who acknow its, Conditions by sworn, state	and Restrictions for ed that the statements
	P. Jomas Notary PublicSigna	Musses ature	ry/
Residence County:  My Commission Expires	Printed	P. THOMAS M Notary Public, S County o My Commission Ex	State of Indiana

#### Foxchase

2 - 8-1	
(owner's/signature)	(owner's signature)
Detty BARBER	
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in and for	said County and State, personally appeared , who acknowledged the execution
These and 1	claration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before
Ĭ	PIRomas Musicary A. Notary PublicSignature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

(owner's signature)	Shully Many (owner)'s signature)	
SO 43 Tullihu (street address)	(printed)  (printed)  (Lot No.) (Section No.)	
of the foregoing Amendment to Amended L	To said County and State, personally appeared who acknowledged the execution of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statement knowledge and belief. Subscribed and sworn to before	S
Residence County: Marine  My Commission Expires 9/10/06	Notary PublicSignature  Kaler L. Olomor  Printed	

Foxchase

Steloul_	(owner's signature)
(owner's signature)	/(owner's signature)
John 2 Bzeltm (printed)	MURIEL K. BREHM (printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended  Forchase Sections One Two and Three a	for said County and State, personally appeared EL K BREHM, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements ir knowledge and belief. Subscribed and sworn to before a 2.4
	Catherine Bulewoshi) Notary Public-Signature
Residence County: MARION	Notary PublicSignature  CATHER INE BORKOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

I AM Monte		
(owner's signature)	(owner's signature)	)
Melissa Roache		
(printed)	(printed)	
Solia Talliho Dr.	<u>59</u>	2
(street address)	(Lot No.)	(Section No.)
Before me, a Notary Public, in and MELSSA COACHE  of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their this day of August, 2006	Declaration of Covenants, Condition ad who, having been duly sworn, sta knowledge and belief. Subscribed	wledged the execution as and Restrictions for ted that the statements
,	Catherine Bowker Notary Public-Signature	osho
Residence County: MARION	Notary Public-Signature  CATHERINE BORKO Printed	owsks_
My Commission Expires 3-10-08		

Foxchase

(owner's signature)  (covner's signature)  (printed)  (printed)  (street address)	(owner's signature)  (ith CLE- // HON  (printed)  (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended Declarate Foxchase, Sections One, Two and Three and who, contained herein are true to the best of their knowledges that this 27th day of October , 2003	who acknowledged the execution tion of Covenants, Conditions and Restrictions for having been duly sworn, stated that the statements edge and belief. Subscribed and sworn to before me and the statements of the statements are public. Subscribed and sworn to before me and the statements of the statements are subscribed and sworn to before me and the statements of the statement of the st
Residence County: MARION Printe	HHERINE BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

tom 26 -	
(owner's signature)	(owner's signature)
KEVIN J. CHRISTEL	
(printed)	(printed)
8083 TALLIHO DRIVE	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	for said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	P. James Musica A. Notary Public-Signature
Residence County:	
	Printed P. THOMAS MURRAY, JR.
My Commission Expires	Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Manie Halrer	
(owner's signature)	(owner's signature)
NANCI HABER	
(printed)	(printed)
8091 Tall; ha De (street address)	$\underline{63}$ $\underline{2}$
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION)	
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	or said County and State, personally appeared, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for I who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	P. Thomas Munay.  Notary Public-Signature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Steller Walkins		
(owner's signature)	(owner's signature)	
SHOREY WATKINS		
(printed)	(printed)	
8093 TOLLIHO DR	64	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARKON		
Before me, a Notary Public, in and SHE LBY WATK (N)  of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of the this 3 day of MARCH, 2003	Declaration of Covenants, Condition and who, having been duly sworn, stat ir knowledge and belief. Subscribed	viedged the execution is and Restrictions for ited that the statements
	CATHERINE BONKS  Notary Public-Signature  CATHERINE BONKS	wsh
Residence County: MARION	CATHERINE BORKS	owsk1
My Commission Expires 3-10-08		

Foxchase

Man Box Ligger			
(owner's signature)	(owne	er's signature)	
Mary Beth Lippold (printed)	(print	ed)	
(printed) 8135 Talliho DR		(Lot No.)	ند
(street address)	<del></del>	(Lot No.)	(Section No.)
STATE OF INDIANA )			
COUNTY OF MARION			
Before me, a Notary Public, in and f	or said County and St	ate, personally , who acknow	appeared vledged the execution
of the foregoing Amendment to Amended I	eclaration of Covena	nts, Condition	s and Restrictions for
Forebook Sections One Two and Three and	d who, having been di	ily swom, stat	ed that the statements
contained herein are true to the best of their this &TH day of <u>AUGUST</u> , 2003.	knowledge and belief	f. Subscribed	and sworn to before me
	Notary Public - Sign	ionne Fr ature	rici
Residence County: MARION	Printed Yvon	UNE PRIC	Ε
My Commission Expires 3/9/08			

#### Foxchase

Mong E Cawson	
(owner's signature)	(owner's signature)
May E. Lawson	
(printed)	(printed)
8145 TallihoDube	$\frac{\cancel{U}}{\text{(Lot No.)}}  \frac{2}{\text{(Section No.)}}$
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MAKLON	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three at	for said County and State, personally appeared  , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statement in knowledge and belief. Subscribed and sworn to before Notary PublicSignature  CATHELINE BOLLOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(owner's signature)	(owner's signature)
(printed)  S147 TALLIHO DV.  (street address)	(printed)  (Lot No.) (Section No.)
COUNTY OF MERICAL Public in and for	or said County and State, personally appeared
of the foregoing Amendment to Amended D	, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for I who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me    April 1
Residence County: MARION  My Commission Expires 3/9/08	Printed PRICE

Foxchase

1 1		
Dourd Lutter		
(owner's signature)	(owner's signature)	
Dona t. Fackos		
(printed)	(printed)	
8153 Talleto Dr.	(Lot No.)	(Section No.)
(street address)	(Lot No.)	(Section 140.)
STATE OF INDIANA )		
COUNTY OF Marion		
Before me, a Notary Public, in and for said of the foregoing Amendment to Amended Declar	d County and State, personally , who acknow	appeared ledged the execution
Foxchase, Sections One, Two and Three and who contained herein are true to the best of their known	n naving neen quiv swoill. State	a titut tito attrouter
this 27 H day of AUSUST, 2003.		
	Jay WONNE FRIC tary Public-Signature By Jornna Phil	<u>'</u> ε
Not	ary Public-Signature	
Pri	nted /	
My Commission Expires $\frac{3/9/08}{}$		

#### Foxchase

*	
(owner's signature)	(owner's signature)
(JIM MIRRIS	
(printed)	(printed)
8155 TALLIHODR.	7) 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	d for said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended	Declaration of Covenants, Conditions and Restrictions fo
	and who, having been duly sworn, stated that the statement
contained herein are true to the best of the	eir knowledge and belief. Subscribed and sworn to before
this 14 day of 711 4, 200	°-2007
	Catherine Ben keuster  Notary Public-Signature
Residence County: MARICA	Notary Public-Signature <u>CATHERINE BORKEUSKY</u> Printed
My Commission Expires 3-10-08	<del>-</del>

#### Foxchase

Sanal Dessie		
(owner's signature)	(owner's signature)	
DENHLD J. FRESSIE (printed)		
(printed)	(printed)	
8163 TALLIHE DR. (street address)	7/3	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA )  COUNTY OF MARION )		
Before me, a Notary Public, in ar  **DONALD J. FRESSIE**  of the foregoing Amendment to Amende  Foxchase, Sections One, Two and Three	nd for said County and State, personally appeared , who acknowledged the executed Declaration of Covenants, Conditions and Restrictions and who, having been duly sworn, stated that the statem neir knowledge and belief. Subscribed and sworn to befo	for ents
	Notary Public-Signature  Soy Yvonne Price  Printed	
Residence County: MARION	Printed Joy Yvonne Price	
My Commission Expires 3/9/08		

#### Foxchase

Ol- 1 Hd M		
(owner's signature)	(owner's signature)	
Flizabeth 91. 1/acy	(printed)	
8163 Tallilo Da	12 3	
(street address)	(Lot No.) (Section No.)	,
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and for sai	, who acknowledged the execut	
of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who	o, having been duly sworn, stated that the stateme	ents
contained herein are true to the best of their know this 12th day of JULY, 2002	wledge and belief. Subscribed and sworn to befo	re me
V Not	Patherine Borkacshu Tary PublicSignature ATHERINE BORKOWSKI	
Residence County: MARION 2	ATHERINE BORKOWSKI	
My Commission Expires 3-10-08		

#### Foxchase

Roseman E. Rian		
(owner's signature)	(owner's signature)	
ROSEHARIE E. RIA. (printed)	(printed)	
(street address)	$\frac{73}{\text{(Lot No.)}}  \frac{3}{\text{(Section No.)}}$	
STATE OF INDIANA ) COUNTY OF MARION		
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared, who acknowledged the execut Declaration of Covenants, Conditions and Restrictions d who, having been duly sworn, stated that the stateme knowledge and belief. Subscribed and sworn to before	for
٥	Contherine Borlowski	
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSK!  Printed	
My Commission Expires 3-10-08		

Foxchase

Legan		
(owner's signature)	(owner's signature)	
L'Edwin Laston		
(printed)	(printed)	
8177 Talliko D.	74 \$	223
(street address)	(Lot No.) (Section	n No.)
STATE OF INDIANA )		
COUNTY OF MARION		
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	nd for said County and State, personally appeared, who acknowledged the d Declaration of Covenants, Conditions and Rest and who, having been duly sworn, stated that the neir knowledge and belief. Subscribed and sworn	e execution rictions for
this 4 day of 700, 200	193. 200 ]	to before me
	Cathonine Borkersle Notary Public-Signature	<b>D</b>
Residence County: MAYLEN	Notary Public-Signature  Notary Public-Signature  Printed  Printed	
My Commission Expires 3 10 08	_	

Foxchase

Clicate the Columns (owner's signature)	(owner's signature)	
ELIZABETH W ADAMS (printed)	(printed)	<del></del>
9187 TALLIHODR (street address)		o.)
STATE OF INDIANA ) COUNTY OF MARION		
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three ar	for said County and State, personally appeared, who acknowledged the exe Declaration of Covenants, Conditions and Restriction and who, having been duly sworn, stated that the state ir knowledge and belief. Subscribed and sworn to be	ons for ements
	Catherine Borkewster Notary Public-Signature	
Residence County: MARION	Notary PublicSignature  CATHER INE BORKOWSKI  Printed	
My Commission Expires 3-10-08		

#### Foxchase

DURA	
(owner's signature)	(owner's signature)
RICHARD RUH-	
(printed)	(printed)
8195 Sel 10	17 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
)	
COUNTY OF MARION	
KICHARD RUFF	or said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended D	Declaration of Covenants, Conditions and Restrictions for
contained herein are true to the best of their	d who, having been duly sworn, stated that the statements
this day of AUGUST, 2003	knowledge and belief. Subscribed and sworn to before m
' '	(Oallas Buda -Co
	Notary PublicSignature
Λ Λ	A T
Residence County: VALON	CATHERINE BORKOWSKI
	Printed
My Commission Expires 3-10 08	

#### Foxchase

Donna Gastien	
(owner's signature)	(owner's signature)
Donna Godfreen	- ,
(printed)	(printed)
(street address)	78 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
DONNA GODFREY	or said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended De	eclaration of Covenants, Conditions and Restrictions for
roxchase, Sections One, Two and Three and	who, having been duly sworn, stated that the statements
this 16 day of AUGUST, 2004.	knowledge and belief. Subscribed and sworn to before me
	Catherine Bookaws W. Notary Public-Signature
Residence County: MARION	Notary PublicSignature  CATHERINE BORKOWSKA  Printed
My Commission Expires 3-10-08	

Foxchase

ROBERT M. HALL  (owner's signature)	Margaret Rahars (Opener's signature)
ROBERT M AHEARN (printed)	MARGARET R. AHEARN' (printed)
SIGN FOXCHASE CIRCLE (street address)	
STATE OF INDIANA )  COUNTY OF MARION )	
Before me, a Notary Public, in and for said	HEARN who acknowledged the execution
Foxchase, Sections One, Two and Three and who.	tion of Covenants, Conditions and Restrictions for having been duly sworn, stated that the statements ledge and belief. Subscribed and sworn to before me
NI-4	by ponne Price
Residence County: MARION Printe	y Public-Signature    Oy   VONN∈ PRICE
My Commission Expires 3/9/08	

Foxchase

Kerrenie Lacus	
(owner's signature)	(owner's signature)
FLOREINE GHERON (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Marion )	
Before me, a Notary Public, in and for some Laternan of the foregoing Amendment to Amended Decl Foxchase, Sections One, Two and Three and we contained herein are true to the best of their known	aid County and State, personally appeared , who acknowledged the execution aration of Covenants, Conditions and Restrictions for ho, having been duly sworn, stated that the statements owledge and belief. Subscribed and sworn to before me
this 38 h day of sneary, 2003.	
No	tary Public-Signature
Residence County: Million Pri	Joy Yvonne PRICE
My Commission Expires 3/9/08	

Foxchase

Amendment to Article XVII, Section 4 (Relating to Amendment Approval Procedure) (owner's signature) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared CHARLES & MARGARET TINSLEY \_\_\_\_\_, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections One, Two and Three and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 3th day of July, 2002 CATHERINE BORKOWSKI Printed Residence County: MAR (ON) My Commission Expires 3-10-08

Foxchase

B).	
(owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements ir knowledge and belief. Subscribed and sworn to before r
	Notary Public-Signature  CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires_3-10-08	

Foxchase

Country (owner's signature)  LAREN (LOCK (printed)  8182 Foych ASE (oct (street address)	Esther SWO  (owner's signature)  ESTHER G  (printed)  84  (Lot No.)		
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in and for said (  KMEN & ESTHER WORL  of the foregoing Amendment to Amended Declaration  Foxchase, Sections One, Two and Three and who, he contained herein are true to the best of their knowled this	, who acknow on of Covenants, Conditions aving been duly sworn, state	ledged the execution and Restrictions for	)r
Cary Notary	Therine Borlow	sh	
Residence County: MAR ION CAT	Public-Signature HERINE BONKO	wske	
My Commission Expires 3-10-08			

Foxchase

Coule Mil	
(owner's signature)	(owner's signature)
DOUGHS M-SLOAM	
(printed)	(printed)
8178 FOYCHASE CIACLE	ar 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
Before me, a Notary Public, in and for a Douglas M. SLOAN	said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended Dec	laration of Covenants, Conditions and Restrictions for
contained herein are true to the best of their knithis 27 day of AUGUST, 2003.	who, having been duly sworn, stated that the statements owledge and belief. Subscribed and sworn to before me
No.	Joy Vvonne Price Joy Vvonne Feice
	Joy YVONNE FRICE
My Commission Expires 3/9/08	

Foxchase

- 1				
Mattel Vernon	Chan a	t B	ratha.	
(owner's signature)		r's signature)	<u> </u>	<b>_</b>
WALTER A. KENYON	ANNET	26	REAT NO	. r E
(printed)	(printe	ed)	1-7-7 /00	<i>u</i> = 6
8150 FOXCHASE CIRC	cles	89	3	
(street address)		(Lot No.)	(Section No.)	
STATE OF INDIANA )				
COUNTY OF MARION			}	
Before me, a Notary Public, in and for WALTER A KENYON 2 ANNEY	or said County and State  D. G. P. A. F. A. F. H. C. S.	te, personally	appeared	·
of the folegoing Amendment to Amended D	eclaration of Covenant	's Conditions	and Pestrictions	for
Foxchase, Sections One, Two and Three and contained herein are true to the best of their I	who, having been dul	V SWOTH state	d that the atatom	
this 12th day of TULY, 2004	anowiedge and benef.	Subscribed at	na swom to befor	re me
	Eatherine !	Borkeus	(w)	
	Notary Public-Signate  CATHERINE	Berka	SKI	
My Commission Expires_3-10-08	Printed			

Foxchase

(Relating to Amendment Approval Procedure)		
(where is signature)  VANESK, VAU  (printed)  (street address)	(owner's signature) (printed)  QO (Lot No.) (Section No.)	)
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared  LUN CLAIG, who acknowledged the execu Declaration of Covenants, Conditions and Restrictions ad who, having been duly sworn, stated that the statem knowledge and belief. Subscribed and sworn to before	for
Residence County: MAKION  My Commission Expires 3-10-08	Notary Public-Signature  CATHERINE BORKOWSKS  Printed	
		1

Foxchase

(Relating to Amend	iment Approval Procedure)
(owner's signature)	(owner's signature)
(printed)	(cor o organical)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Marion)	
Before me, a Notary Public, in and for sa	id County and State, personally appeared
of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their know this 25 day of, 2003.	o, having been duly sworn stated that the statem
Not:	ary Public-Signature
Residence County: Maura Anna Prin My Commission Expires 14.32008	WMARIE COLA, ACOVO
My Commission Expires 11.32008	
OFFICIAL SCAL AND MARKE COLARACOVO MOTARY PUBLIC	

Foxchase

Uni Chon	<b>-</b>	
(owner's signature)	(owner's signature)	
Um; Chong		
(printed)	(printed)	
8/38 Foxchase Ci (street address)	rcle 92 3 (Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF MAR ION )		
Before me, a Notary Public, in and a	for said County and State, personally appeared, who acknowledged the execu	tion
ruxulase, sections One, Two and Three an	Declaration of Covenants, Conditions and Restrictions d who, having been duly sworn, stated that the statemer knowledge and belief. Subscribed and sworn to be for	for
	Conthevine Borkowskie Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOLOSKY Printed	
My Commission Expires_3-10-08		

#### Foxchase

(owner's signature)	(owner's signature)	
J. David Paris	(owner's signature)  Kathleen H. Perinted)	
(street address)		
STATE OF INDIANA )		
COUNTY OF Marion		
of the foregoing Amendment to Amended I	for said County and State, personally appeared, who acknowledged the execu Declaration of Covenants, Conditions and Restrictions	for
contained herein are true to the best of their this 25 kd day of sensitive , 2003.	nd who, having been duly sworn, stated that the statem or knowledge and belief. Subscribed and sworn to before.	ents re me
U	Notary Public-Signature	
Residence County:	Printed	
My Commission Expires 3/9/08		

#### Foxchase

Foster CRIED	
(owner's signature)	(owner's signature)
FOSTER ( REED	
(printed)	(printed)
8/28 FOX CHASE C; (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended l Foxchase, Sections One, Two and Three an	Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements through and belief. Subscribed and sworn to before me
	P. Ilomas Munay A. Notary Public-Signature
Residence County:	
	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Carol S. Miller	
(owner's signature)	(owner's signature)
CAROLS MILLER	
(printed)	(printed)
(printed)  P126 Forchase Circle  (ptreet address)	v 95 <b>3</b>
(street address)	<u>95</u> (Lot No.) (Section No.)
roxchase, Sections One, Two and Three	nd for said County and State, personally appeared, who acknowledged the execution ed Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements neir knowledge and belief. Subscribed and sworn to before me
	P. Thomas Municy J.  Notary Public Signature
Residence County:	•
· <del></del>	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

#### Foxchase

Richard Ma Daniel W	
(owner's signature)	(owner's signature)
(owner's signature)  RICHARD I. M-DANIEL, JA  (printed)  8/24 FOXCUASS CLASS F	
(prince)	(printed)
S124 FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	(Beclion 140.)
COUNTY OF MARION	
Before me, a Notary Public, in and for s	said County and State, personally appeared
of the foregoing Amendment to Amended Decl	, who acknowledged the execution aration of Covenants, Conditions and Restrictions for
roxchase, Sections One, I wo and Three and w	ho, having been duly sworn, stated that the statements owledge and belief. Subscribed and sworn to before m
<del></del>	Ju Jernne Price  Stary Public-Signature  Joy YVONNE PRICE
No	otary Public-Signature
Residence County: MARION	JOY YVONNE PRICE
	inted
My Commission Expires 3/9/08	

Foxchase

1	
Nary (D)	Costes
(owner's signature)	(owner's signature)
Way Coltes	SHAURA TCOFTEZ
(printed)	(printed)
8120 Fox chose	(18) 97 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three are	for said County and State, personally appeared  CORTEZ, who acknowledged the execution  Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements reknowledge and belief. Subscribed and sworn to before metals.
	Catherine Barkowskie Notary Public-Signature
Residence County: MARION	Printed  Notary PublicSignature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase

- A N	t to Article XVII, Section 4	
(Relating to Am	nendment Approval Procedure)	
	-	
(owner's signature)	(owner's signature)	
Thomas Auman		
(printed)	(printed)	
818 FOXCUASE C	irels (Lot No.)	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA  COUNTY OF MAKION  Before me, a Notary Public, in and for MAS AMMAN  of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 14 day of MAY, 2003.	, who acknow Declaration of Covenants, Conditions d who, having been duly sworn, state knowledge and belief. Subscribed a	ledged the execution and Restrictions for ed that the statements and sworn to before m
	Notary Public-Signature  (AT HERINE BORKE	usia
Residence County: MARION	CATHERINE BURKE Printed	105Kj
My Commission Expires 3-10-08		

Foxchase

(Mounting to vitility	sudment 2xpprovar 1 roccuure)	
Circle Reco	<u> </u>	
(owner's signature)	(owner's signature)	
(printed)	(printed)	
8156 (alliko (Street address)	$\frac{gg}{g}$	(Section No.)
(Succe address)	(Lot No.)	(Section 140.)
STATE OF INDIANA )		
COUNTY OF MARION		•
Before me, a Notary Public, in and for CINDY REED		appeared vledged the execution
of the foregoing Amendment to Amended D		
Foxchase, Sections One, Two and Three and		
contained herein are true to the best of their this 12th day of TULY, 2004		and sworn to before me
	Cathorine Borkow Notary Public-Signature CATHERINE BORKOW	Sw
	Notary Public-Signature	
Residence County: MARION		SKI
	Printed	
My Commission Expires 3-10-08		

#### Foxchase

June D. Frick	
(owner's signature)	(owner's signature)
June D. Feick	
(printed)	(printed)
S158 Sallele Si. (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in an	nd for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amenda Foxchase, Sections One, Two and Three	ed Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements heir knowledge and belief. Subscribed and sworn to before m
	Notary Public Signature  Soy YVONNE PRICE
Residence County: MARION	Printed PRICE
My Commission Expires 3/9/08	

Foxchase

1		•		
Mana Levy	<del></del>			
(owner's signature)		(owner's signature	;)	
WANDA TER	RY _	(min 4 3)		
		(printed)		
S/64 Talliha (street address)	o Mi	101	3	
(sueet address)	.* .	(Lot No.)	(Section No.)	
STATE OF INDIANA )				
COUNTY OF MARION				
Before me, a Notary Public, in anWANDA TERRY	nd for said County		y appeared wledged the executi	0.7
of the foregoing Amendment to Amende	ed Declaration of	Covenants. Condition	is and Restrictions	on for
Foxchase, Sections One, Two and Three	and who, having	been duly sworn, sta	ted that the stateme	nts
contained herein are true to the best of the this 12th day of 1444, 20	heir knowledge an	d belief. Subscribed	and swom to befor	e mo
	Cather	ine Borkais	led	
	Notary Public	cSignature		
Residence County: MARION	CATHER Printed	c-Signature	WSK/	
My Commission Expires 3-10-08				

#### Foxchase

Devicia Waas	
(owner's signature)	(owner's signature)
GEORGIA KRAAS	
(printed)	(printed)
8166 TALLHO DR	172 3
(street address)	$\frac{\sqrt{v} \mathcal{L}}{\text{(Lot No.)}} \qquad \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in a	and for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amend Foxchase, Sections One, Two and Three	ed Declaration of Covenants, Conditions and Restrictions for e and who, having been duly sworn, stated that the statements heir knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature  Soy Yvonne PRICE
Residence County: MARION	Printed Yvonne PRICE
My Commission Expires 3/9/08	

#### Foxchase

CATHERINE BORKOWSKI	(owner's signature)	-k
CATHERINE BORKOWSKI (printed)	CHBRYL PLANCK (printed)	
8173 FOXCHASE CIR (street address)		(Section No.)
STATE OF INDIANA ) COUNTY OF MARION )		
Before me, a Notary Public, in and for said <u>LATHER INK BORKOUSKI</u> & CHERY of the foregoing Amendment to Amended Declarate Foxchase, Sections One, Two and Three and who,	tion of Covenants, Conditions a having been duly sworn, stated	dged the execution nd Restrictions for that the statements
contained herein are true to the best of their knowless this 31 day of MARCH, 2003.	famanth & Way	d swom to before m
	y Public-Signature  mantha L. Way	
My Commission Expires 7 - 8 100 20 2008		

#### Foxchase

Coatherine Bouleau & and		
(owner's signature)	(owner's signature)	
(owner's signature)  CATHERINE BORKOWSKI		
(printed)	(printed)	
8169 FOXCHASE CIR	107	حہ
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and for said (  CATHERINE BOKKOWSK)	County and State, personally	appeared
of the foregoing Amendment to Amended Declaration	on of Covenants, Conditions	and Restrictions for
Foxchase, Sections One, Two and Three and who, h	aving been duly sworn, state	d that the statements
contained herein are true to the best of their knowled this 28th day of JANUARY, 2004.	age and belief. Subscribed a	nd sworn to before me
Cay	from Price	
· · · · · · · · · · · · · · · · · · ·	Public-Signature	
Residence County: Morion Jay	YUONNE PRICE	
Printed	-	
My Commission Expires 3/9/08		

#### Foxchase

(owner's signature)	Kachnen E. Martell (owher's signature)
ALEX F MARTELL (printed)	KATHRYN E. MARTELL (printed)
8167 FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF Merion )	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared  ACII  , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Durch Lasquere Notary Public-Signature
Residence County: Welvion	Printed L Cop grove
My Commission Expires 7-6-07	

Foxchase

Shewlyn L. Klein		
(owner's signature)	(owner's signature)	
Sherilyn L. Klein		
(printed)	(printed)	
8139 Foxchase Circle	<u>/09</u> <u>3</u>	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA )		
)		
COUNTY OF		
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	For said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for the who, having been duly sworn, stated that the statement knowledge and belief. Subscribed and sworn to before	or its
	Hotary Public-Signature	
Residence County: Marion	Notary Public-Signature  Betty J. Hertel  Printed	
My Commission Expires 9/4/2010		

#### Foxchase

Donna M. Meadown		
(owner's signature)	(owner's signature)	
Donna M. Mendons		
(printed)	(printed)	
Donna M. Meadows (printed)  8137 Foxclase Circle	110 3	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and a DONNA MEADOWS	for said County and State, personally appeared, who acknowledged the execution	
of the foregoing Amendment to Amended I	Declaration of Covenants, Conditions and Restrictions to	ır
Foxchase, Sections One, Two and Three an	d who, having been duly sworn, stated that the statement	te
this 3th day of Juy, 2004	knowledge and belief. Subscribed and sworn to before	me
	Catherine Borkowship Notary Public-Signature	
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed	
My Commission Expires 3-60-08		