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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOXCHASE, SECTION TWO

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

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN PROPERTY IN INDIANAFOLIS, 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 EXHIBIT "A" IS INCLUDED WITHIN THE REAL ESTATE DESCRIBED IN EXHIBIT "B".

NOW, THEREFORE, DECLARANT HERBY DECLARES THAT ALL OF THE PROPERTIES 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 TH' 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 HELDS,
SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH.

ARTICLE I

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NAME

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS FOXCHASA, A SUBDIVISION LOCATED IN LAWRENCE TOWNSHIP, MARION COUNTY, AND LAND

ARTICLE II

DEFINITIONS

- 1. "DECLARANT" SHALL MEAN RICHARD ALLEN CORPORATION, ITS SUCCESSORS AND ASSIGNS.
- 2. "ASSOCIATION" SHALL MEAN AND REPER TO FOXCHASE HOMEOWNERS. ASSOCIATION, INC., AN INDIANA NOT-FOR-PROPIT 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. "PROPERTIES" 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

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

- 7. "LOT" SHALL MEAN AND REPER TO ANY PLATTED LOT AS SHOWN ON A RECORDED PINAL PLAT OF FOXCHASE SECTION ONE AND ON ANY OTHER SECTIONS ADDED THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- 8. "DWELLING" 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 """, 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 REFER TO THE SECTION OF CONDITIONAL FINAL PLAT APPROVAL A SECTION OF FOXCHASE SUBDIVISION AS APPROVED BY THE PLAT COMMITTES OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, AS MORE PARTICULARLY ILLUSTRATED AS THE CONDITIONAL FINAL PLAT APPROVED BY SAID PLAT COMMITTES. 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 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 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

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PROPERTY RIGHTS

- 1. OWNERS EASEMENTS OF ENJOYMENT: EVERY OWNER SHALL HAVE A RIGHT AND BASEMENT 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 SSOCIATION 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 ON EXHIBIT "A"ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

ARTICLE IV

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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 HERBINAFTER. 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 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 MODELS AND TO SELL, ASSIGN OR CONDUCT OTHER BUSI-NESSES IN CONNECTION WITH THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT FROM ANY OF SUCH LOTS PRIOR TO THEIR BEING EOLD. 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 HEREIN,

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

ARTICLE VI

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MEMBERSHIP

THE ASSOCIATION SHALL HAVE TWO CLASSES OR 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 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 PIRST 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 AUSESSMENTS: EACH LCT OWNER WITHIN THE PROFESTIES, 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 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 GRANTES 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 AMOWNER, 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 PE. SON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE.

THE BOARD OF DIRECTORS MAY PIX 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:

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- (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 DEPRAYING, 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 RESTOR-ATION 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.

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 REQUIPED 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 POLLOWING 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 MONPAYMENT 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 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 BECOMING DUE OR FROM THE LIEN THEREOF.

ARTICLE VIII

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MAINTENANCE

- 1. EXTENIOR 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, GHRUBS, WALKS AND OTHER EXTERIOR IMPROVEMENTS. SUCH EXTERIOR MAINTENANCE SHALL NOT INCLUDE GLASS SURFACES. IN THE EVENT THE NEED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENT THEREON IS CAUSED THROUGHT THE WILLPUL OR NEGLIGHT ACT OF THE FAMILY, GUESTS, OR INVITERS 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 WEICH SUCH LOT IS SUBJECT.
- 2. MAINTENANCE BY OWNERS: 'E 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 WHALLS. 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 FIRE 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, 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 FURCHASE 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 OK 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.

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IN THE EVENT OF COMPLETE DESTRUCTION OF ALL OF THE BUILDINGS CONTAINING DWELLINGS, THE BUILDINGS SHALL NOT BE RECONSTRUCTFD, EXCEPT AS OTHERWISE FROVIDED, AND THE INSURANCE PROCEEDS, IF ANY, SHALL BE DIVIDED AMONG THE OWNERS PROPORTIONATELY ACCORDING TO THE PAIR 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 RECOMBTRUCTION 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 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 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.

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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 PROVIGIONS 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 OF DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO HAS USED THE WALL MAY RESTORE IT, AND IF THE OTHER CWNERS 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 HERBY RESERVES AN BASEMENT UNTO ITSELF AND HERBY 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 PURTHER

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 HERBBY CREATED AND SHALL BE AND IS SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES WHO SERVICE THE UTILITIES AND BASEMENTS HERBBY CREATED OR HEREAFTER GRANTED. ANY SUCH GRANT BY DECLARANT SHALL BE BY RECORDED INSTRUMENT AND, ON AND AFTLE THE RECORDATION THEREOF, NO PERMANENT STRUCTURE OF ANY KIND SHALL BE BUILT, RECORDED OR MAINTAINED ON ANY SUCH EASEMENT UNLESS OTHERWISE AGREED OR ALLOWED BY THE GRANTEE THEREOF. THIS RIGHT OF DECLARANT OWNERSHIP INTEREST IN THE PROPERTIES OF FIVE YEARS AFTER THE PILING 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 MAUDRITY 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 BASEMENT SPRIFIED HEREIN IS ALSO RESERVED FOR THE BENEFIT OF DECLARANT SO LONG AS DECLARANT OWNS ANY LOT. 84 65706

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 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

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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 WPITTEN NOTIFICATION OF ANY DEPAULT, NOT CURED WITHIN SIXTY (60) DAYS AFTER ITS CCCURRENCE, 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.

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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 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 FRET IN THE CASE OF A ONE STORY STRUCTURE, NOR SHALL THE GROUND FLOOR AREA BE LESS THAN 600 SQUARE FRET IN THE CASE OF A MULTIPLE STORY STRUCTURE WITH LESS THAN 1200 SQUARE FRET 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 HOWEOWNERS ASSOCIATION MAY PROM 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 KEFT ONLY IN SANITARY CONTAINERS. THASH OR GARBAGE CONTAINERS SHALL NOT BE PERMITTED TO REMAIN IN PUBLIC VIEW EXCEPT ON DAYS OF TRASH COLLECTION.

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4. ANTENNA: HO 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 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-PAMILY 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 KVI

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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 470-46985, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

IN GENERAL, SINCE THESE PROPERTIES WERE PURCHASED OFF OF THE SHUREWOOD 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

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GENERAL PROVISIONS

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

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 RESTRICTION EITHER TO RESTRAIN OR ENJOIN VIOLATION OR TO RECOVER DAMAGES, AND AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THESE COVENANTS, AND THE FAILURE OF FORBEARANCE BY THE ASSOCIATION OR ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION ALREIN CONTAINED SHALL IN NO EVENT BE EEEMED A WAIVER OR THE RIGHT TO DO SO THEREAPTER. 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 THEREAPTER 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 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 HEREIN CREATED.
- 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 ZOE DAY OF 1984.

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Reland a Lewis

RICHARD A. LEWIS, President RICHARD ALLEN CORPORATION

STATE OF INDIANA

) SS:

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 SEAL THIS ZOE DAY OF AUGUST

My Commission Expires:

6/30/88

NOTARY PUBLIC PRINTED: WILLIAM & COUNTY OF RESIDENCE

THIS INSTRUMENT PREPARED BY William B. Olsen

EXHIBIT "A"

A PART OF THE WEST HALF OF THE SOUTHEAST 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 532.58 FEET; THENCE SOUTH 12 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD 508.38 FEET TO THE BEGINNING POINT OF THIS DE-SCRIPTION; THENCE CONTINUE ON THE LAST DESCRIBED COURSE SOUTH 12 DEGREES 48 MINUTES 00 SECONDS WEST 301.62 FEET; THENCE SOUTH 67 DEGREES 41 MINUTES 18 SECONDS EAST 565.27 FEET; THENCE NORTH 28 DEGREES 40 MINUTES 00 SECONDS BAST 600.65 FEET: THENCE NORTH 00 DEGREES 18 MINUTE'S 47 SECONDS WEST 246.52 FEET; THENCH SOUTH 66 DEGREES 10 MINUTIS 27.3 SECONDS WEST 185.40 FEET; THENCE NORTH 77 DEGREES 46 MINUTES 29.6 SECONDS WEST 192.07 FEET: THENCE SOUTH 24 DEGREES 42 MINUTES 59.1 SECONDS WEST 110.15 FRET; THENCE SOUTH 39 DEGREES 48 MINUTES 37.0 SECONDS WEST 225.05 FEET; THENCE NORTH
77 DEGREES 46 MINUTES 29.6 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING CONTAINING 8.25 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND RASEMENTS OF RECORD.

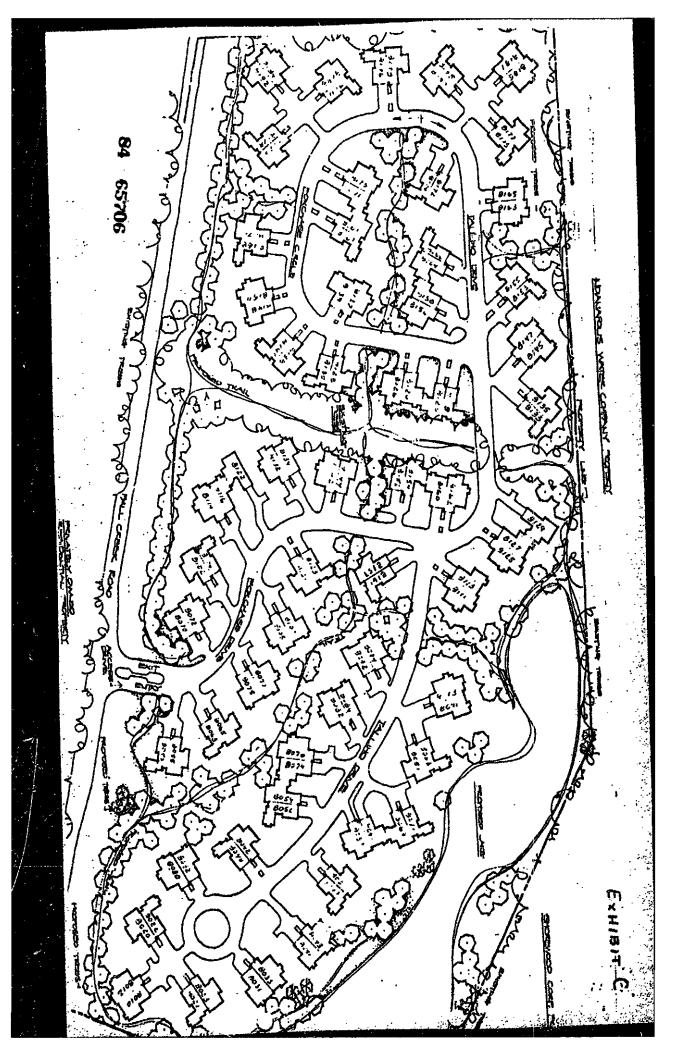
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EXHIBIT "B"

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.

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A TENDED

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR FOXCHASE, SECTION TWO

THIS DECLARATION, MADE ON THE DATE HEREINAFTER 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 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 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

RECEIVED FOR RECORD
SCHOOL OF RECORD OF RECORD OF THE RECO

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

ARTICLE II

DEFINITIONS

- 1. "DECLARANT" SHALL MEAN RICHARD ALLEN 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. "PROPERTIES" 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

CAOSS REFERENCE

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. "DWELLING" 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 REFER TO THE SECTION OF CONDITIONAL PINAL PLAT APPROVAL A SECTION (F 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 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 EXIBIT "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 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 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 SUPPLEME: TARY DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RESPECT TO THE ADDI-TIONAL PROPERTY.

- 2. MERGER: IN ACCORDANCE WITH ITS ARTICLES OF INCORFORATION, 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 HEREIN-AFTER 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 TO 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 84 8740

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 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 "OTE 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 FLAN 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.

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 HEREINAFTER 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 CBLIGATION 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 FORTYNINE 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 POLLOWING 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. 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.

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 - 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 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 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 NEED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENT THEREON 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

TNSURANCE

- 1. MASTER CASUALTY INSURANCE: THE ASSOCIATION SHALL PURCHASE A MASTER CASUALTY INSURANCE POLICY ON ALL ATTACHED DWELLINGS APPORDING FIRE 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, 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 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 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. 84 87402

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 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

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 CONSISTUTE 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 AFTICLE 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.

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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 THE INTEREST OF EACH MEMBER OF THE ASSOCIATION AND ROADS. 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 SERVE THE UTILITIES AND EASEMENTS HEREBY CREATED OR HEREAFTER GRANTED. ANY SUCH GRANT BY DECLARANT SHALL BE BY RECORDED INSTRUMENT AND, ON AND AFTER THE RECORDATION 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 THIS RIGHT OF DECLARANT SHALL EXPIRE AT SUCH FIME AS DECLARANT NO LONGER RETAINS ANY OWNERSHIP INTEREST 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, 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 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 FASEMENT 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

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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 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 SHOWIN: 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 REFRESENTATIVES 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 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 EE 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:

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- 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 BONAPIDE 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 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 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 \$470-46985, 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 PACILITIES, 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 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 LIEN CREATED BY
 THESE COVENANTS, AND THE FAILURE OF FORBEARANCE BY THE ASSOCIATION
 OR ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR PESTRICTION
 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 THERE-AFTER 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 LEAST THIRTY (30) DAYS IN ADVANCE OF ANY ACTION TAKEN AND NO SUCH AGREEMENT SHALL BE EFFECTIVE WITH RESPECT TO ANY PERMANENT EASEMENT OF OTHER PERMANENT RIGHTS OR INTEREST RELATING TO THE COMMON AREAS HEREIN CREATED. AS LONG AS THERE 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 November , 1984.

RICHARD A. LEWIS, President RICHARD ALLEN CORPORATION

STATE OF INDIANA)
(SS:
COUNTY OF MARION)

BEFORE MR, 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

SEAL AVOIANA

Commission Expires:

c / n = 100

Annels, 9. Abunds
NOTARY PUBLIC
Printed: pamels J. Pounds

County of Residence: Marion

THIS INSTRUMENT PREPARED BY

EXHIBIT "A"

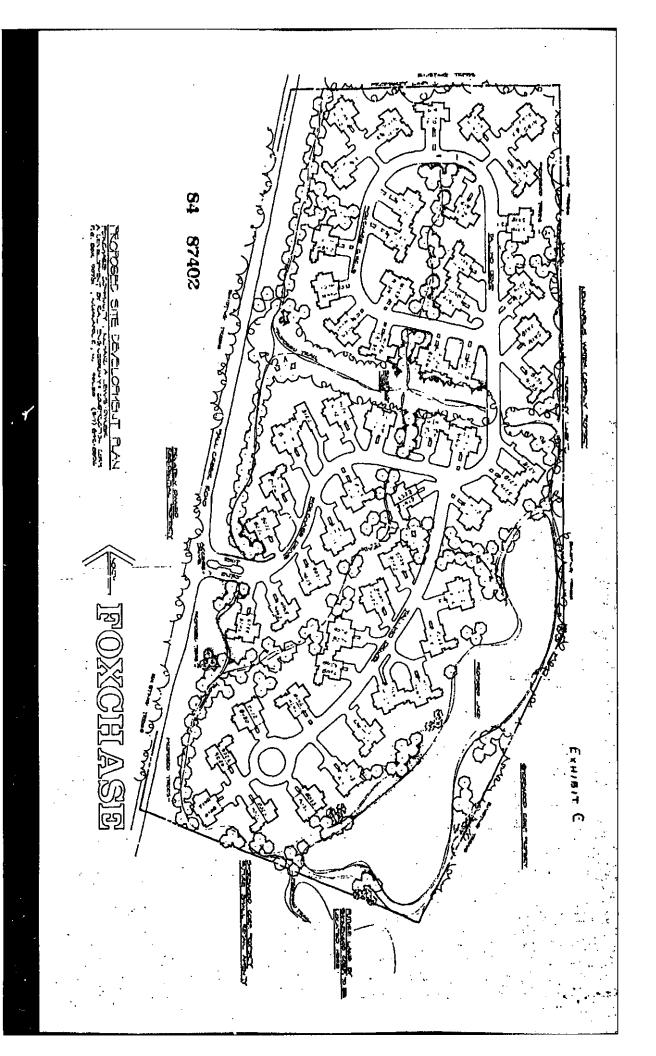
A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 532.58 FEET; THENCE SOUTH 12 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD 508.38 FEET TO THE BEGINNING POINT OF THIS DE-SCRIPTION; THENCE CONTINUE ON THE LAST DESCRIBED COURSE SOUTH 12 DEGREES 48 MINUTES 00 SECONDS WEST 301.62 FEET; THENCE SOUTH 67 DEGREES 41 MINUTES 18 SECONDS EAST 565.27 FEET; THENCE NORTH 28 DEGREES 40 MINUTES 00 SECONDS EAST 600.65 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 47 SECONDS WEST 246.52 FEET; THENCE SOUTH 66 DEGREES 10 MINUTES 27.3 SECONDS WEST 185.40 FEET; THENCE NORTH 77 DEGREES 46 MINUTES 29.6 SECONDS WEST 192.07 FEET: THENCE SOUTH 24 DEGREES 42 MINUTES 59.1 SECONDS WEST 110.15 FEET; THENCE SOUTH 39 DEGREES 48 MINUTES 37.0 SECONDS WEST 225.05 FEET; THENCE NORTH 77 DEGREES 46 MINUTES 29.6 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING CONTAINING 8.25 ACRES MORE OR LESS AND SUBJECT TO ALI 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 Bast 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.



JUDY B WAY ARX

FILED

JUL 0 8 1998

COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAWRENCE TOWNSHIP

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

AMENDMENT TO AMENDED DECLARATION OF

, in FÖXCHASE, SECTIONS TWO & THREE

WITNESSETH:

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

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 shall be referred to hereafter as the "Amended Declarations"; 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 Section Two and Section Three of Foxchase ROPCERS An amend certain provisions of the Amended Declarations; and

ASPAS, the undersigned Owners, constituting more than seventy-five percent (1977). The works within Section Two and Section Three of Foxchase, desire to amend the Amended purfaciant to the terms and conditions set forth below. AS, the undersigned Owners, constituting more than seventy-five percent (75%) of the

97/10/98 11:14AH JOAN H. ROWERIL HARISH CTY RECORDER LKS 142.00 PAGES: 67 Inst # 1998-0117189

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 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 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 Two and Three Properties or any part or parts thereof subject to such restrictions.

- 1. Article XV, Section 9 of the Amended Declarations for Foxchase Sections Two and Three 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 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 in Foxchase Sections Two or Three shall constitute a ratification of this Amendment, together with the Amended Declarations (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant to said documents, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling or a Lot within the Foxchase Sections Two and Three 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 Sections Two and Three execute this Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Foxchase Sections Two and Three as of the date of the last signature below.

This instrument prepared by, and should be returned to, P. Thomas Murray, JAFEADS & MURRAY, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.

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

Jhullis L. Bartlett (owner's signature)	(owner's signature)	
Phyllis K. Bartlety (brinted)	(printed)	
8094 Jalliho Drive (street address)	$\frac{33}{\text{(Lot No.)}} \frac{2}{\text{(Section No.)}}$	
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 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 Marcel, 1998.		
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMESSION EXP. JULY 24,1998	Barry M. Women	
Residence County: MARION	Printed N. Wommerk	
My Commission Expires 7/24/98		

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

(Relating to Home Occupations)	
Mond I me	
(owner's signature)	(owner's signature)
- Rondo L. Me	
(printed)	(printed)
(printed) 8092 TAlliho Dr (street address)	34 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	and for said County and State, personally appeared, who acknowledged the execution declaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statement owledge and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Sam Mworrach Notary Public-Signature
Residence County: MARION	BARRY N. Worrack
My Commission Expires 7/24/98	

Owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
Before me, a Notary Public, in and	for said County and State, personally appeared who acknowledged the execution ration of Covenants, Conditions and Restrictions for the having been duly sworn, stated that the statements
Foxchase, Sections Cate, 1 Wo and 1 income and the contained herein are true to the best of their knowledge.	ration of Covenants, Continuous that the statements to, having been duly sworn, stated that the statements to before me this adde and belief. Subscribed and sworn to before me this
2 day of MARCH 1999.	0 . 1
BARRY N WOMACK NOTARY PURLIC STATE OF INDIANA MARION COUNTY NO	Dany Mulinal Signature
MY COMMISSION EXP. JULY 24,1998 Residence County: MARIAN Pri	Barry N. Wounack nted
My Commission Expires 7/24/18	

(owner's signature) And M. Duffy (printed) (street address) (4)	(owner's signature) (printed) 3.1 (Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MAGE	
Before me, a Notary Public, in	and for said County and State, personally appeared who acknowledged the execution to the said County and Participant for
DANA M. DUFEY and	Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
	Potricia a. Berden Notary Public-Signature
Residence County:	PATRICIA A. BIRDEN Printed
My Commission Expires	
PATRICIA A. BIRDEN, Notary Public My Commission Expires: March 13, 1999 Resident of: Hamilton County	

SIGNATURE PAGE

V, Section 9
cupations)
(owner's signature)
(printed) 25, 22, 38, 104 (Lot No.) (Section No.)
id County and State, personally appeared , who acknowledged the execution f Covenants, Conditions and Restrictions for g been duly sworn, stated that the statements
belief. Subscribed and sworn to before me this
the O. Allen c-Signature
i

My Commission Expires 2-10-2000

Saye Wetellinger	
(owner's signature)	(owner's signature)
Gage Wetzelberger	(printed)
(printed)	(hinter)
(street address)	(Lot No.) (Section No.)
(Street address)	(Lot No.) (Section No.)
COUNTY OF manion	
	and for said County and State, personally appeared
GAYE WETZELBERGER and	who acknowledged the execution
~ ~	Declaration of Covenants, Conditions and Restrictions for
	nd who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
290 day of DEC , 1997.	nowiedge and benef. Subscribed and sworn to before the mis-
	Notary Public-Signature
Residence County: MARION	BETTY L. BEETS, Notary Public My Commission Expires: 8-30-09 Printed County of Resident Marion
My Commission Expires 730/98	

(owner's signature)	(owner's signature)
ROBERT J. U. KINZEL (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA COUNTY OF MARION	
Before me, a Notary Public, in help of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their keeps.	and 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 knowledge and belief. Subscribed and sworn to before me this
day of MARCL, 1998. BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Ray Wornel Notary Public-Signature
Residence County: Mary or	Notary Public-Signature BURRY N. W. DMACK Printed
My Commission Expires 7/14/98	

Sen Flow	
(owner's signature)	(owner's signature)
JOANN FLESER	
(printed)	(printed)
8042 TALLI HO Dr. (street address)	<u>41</u> <u>2</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF	
of the foregoing Amendment to Amend Foxchase, Sections One, Two and Three contained herein are true to the best of the	in and for said County and State, personally appeared, who acknowledged the executed Declaration of Covenants, Conditions and Restriction e and who, having been duly sworn, stated that the statement in knowledge and belief. Subscribed and sworn to before me
and day of march, 199 8.	
	Sterly a Celle
	Notary Public-Signature
Residence County: MAKEUN	Notary Public-Signature VATHEM A. CASCLLER Printed

SIGNATURE PAGE
Amendment to Article XV. Section 9

(Relatin	g to Home Occupations)
QuillA Mend	M +D -Ol.
course or the	- 11/2shapthand
(owner's signature)	(owner's signature)
Charles P. Prast	MARTHAL, YRAED
(printed)	(printed)
8040 Talliho I	1r- 42 Z
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MALLOY)	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their k	and for said County and State, personally appeared who, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
<u>21</u> day of <u>Strucy</u> , 199 <u>8</u> .	
-	
	FILMENTI SUPER
	Notary PublicSignature
Residence County:	
	Printed NOTARY PUBLIC FOR STATE OF INDIANA COMMISSION PUBLIC FOR MARION COUNTY
My Commission Expires	LEGAL RESIDENT OF MARION COUNTY COMMISSION EXPIRES AUGUST 13, 2001
• • •	13, 2001

SIGNATURE PAGE Amendment to Article XV, Section 9

(Relating	to Home Occupations)
- Jim Kelull	Dian Belwell
(owner's signature)	(owner's signature)
Diana Described (printed)	Jiana Depuel
BOZZ Talliho DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
COUNTY OF (MARCION)	
of the foregoing Amendment to Amended	and for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for nd who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
<u> </u>	
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Notary Public-Signature
Residence County MARITY	Notary Public-Signature BARRY N - Womsale Printed
My Commission Expires 7/24/98	

(B to recent postupratury
(Owner's signature)	July Signature
C. Sue Dumm	to box Lich
(printed)	Transcent - Sucre
(printed)	(printed)
8020 TALLIHO DR.	46 2
(street address)	(Lot No.) (Section No.)
·	
STATE OF INDIANA)	•
, , , , , , , , , , , , , , , , , , ,	•
COUNTY OF Macion	
COORTI OF WIRTON	
C. Suc Dumm and F	and for said County and State, personally appeared relate F. Zuck, who acknowledged the execution
	Declaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three a	nd who, having been duly sworn, stated that the statements
contained herein are true to the best of their k	mowledge and belief. Subscribed and sworn to before me this
28 day of February 1998.	
	· ·
)	
	Ishna M. Smith
	Notary Public-Signature
Residence County: Madison	Anna M. Smith
My Commission Expires 7/13/99	

Somer's signature)	Jame Tars (owner's signature)	ขาป
(printed)	LEARNUE LAMS (printed)	ew
(street address)	<u>47</u> (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION		
Before me, a Notary Public, in Bondana Marson and La of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their lands and the section of the section o	Declaration of Covenants, Conditional who, having been duly sworn, s	nowledged the execution ons and Restrictions for tated that the statements
NOTARY PUBLIC STATE OF ROTANA MARION COUNTY MY COMMISSION BUP, JULY 24,1998	Notary Public Signature	!
Residence County: MAKION	BARMAN WIMME	<u>k</u>

My Commission Expires July 24, 1998

1 1

(owner's signature)	(owner's signature)
John R. Bechm (printed)	(printed)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an contained herein are true to the best of their knowledge of March 1998. BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA	and for said County and State, personally appeared to the last the execution of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this Notary Public-Bignature
Residence County: MARION	Notary Public Signature BARRY N. WOMACK Printed
My Commission Expires 1/24/98	

Moun	,
(owner's signature)	(owner's signature)
Kohen W Bonso 111	- ,
(printed)	(printed)
Sou TAMAS On	
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three an	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 nowledge and belief. Subscribed and sworn to before me this
Residence County My Commission Expires	Notary Public Signature Printed

Mary Country		
(owner's signature)	(owner's signature)	
MARY CANATSON		
(printed)	(printed)	
(street address)	4151 <u>SO</u> (Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are contained herein are true to the best of their kell day of Leb 1998.	, who ackn Declaration of Covenants, Conditional and who, having been duly sworn, sta	owledged the execution ns and Restrictions for uted that the statements
BARRY IN WOMACK STOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Run Monal Notary Public-Signature	
Residence County: MBRION	Borry N. Wornsex Printed	
My Commission Expires July 24 1944		

•	SIGNATURE PAGE Amendment to Article XV, Section 9 (Relating to Home Occupations)
	Sanith Is Have (owner's signature)
	(printed) (printed)
	(Section No.) (Section No.)
	COUNTY OF MAKION
	Before me, a Notary Public, in and for said County and State, personally appeared who acknowledged the execution who acknowledged the execution of Covenants, Conditions and Restrictions for the forecast Amendment to Amended Declaration of Covenants, Conditions and Restrictions for
	Foxchase, Sections One, Two and Three and who, having been duly sworn, sales and sworn to before me this contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this contained herein are true to the best of their knowledge and belief.
	NOTARY PUBLIC STATE OF INDIANA MOTORY PUBLIC STATE OF INDIANA MOTORY PUBLIC SIgnature Notary Public Signature Notary Public Signature Residence County: Annow Residence County: Annow Residence County: Panow
	My Commission Expires 4/98

Lynne Kimball (owner's signature)	
(owner's signature)	(owner's signature)
LYNNE KIMBALL (printed)	
(printed)	(printed)
8033 TALLIHO DRIVE	SZ. (Lot No.) (Section No.)
(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
Lypure Kimball and	who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for
Foxchase Sections One. Two and Three at	nd who, having been duly sworn, stated that the statements
contained herein are true to the best of their k	nowledge and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Barry Womel
MY COMMISSION EXP. JULY 24,1998	Notary Public Signature BALLY N. WOMACK
Residence County: MANON	Printed N. WOMACK
My Commission Expires 7/24/48	

Rento La	
(owner's signature)	(owner's signature)
PHILID ID	
(printed)	(printed)
San Truma Sta	53 2
8041 TALLHO 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 and contained herein are true to the best of their known of MARCA 1998. BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	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 towledge and belief. Subscribed and sworn to before me this Notary Public-Signature
MY COMMISSION EXP. JULY 24,1998 Residence County: MARIO	Notary Public Signature BARRY N. (1) & mark Printed
My Commission Expires 7/24/98	

SIGNATURE PAGE Amendment to Article XV, Section 9

(Relating to	o Home Occupations)
(owner's signature)	Smily Uniy (owner's signature)
BEN LI GLANCY (printed) 8043 TAWHO	SHIRLEY GLANCY (printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF THAMBA	
BEN L. and SHIR. of the foregoing Amendment to Amended D. Foxchase, Sections One, Two and Three and	and for said County and State, personally appeared <u>LEY GLANCY</u> , who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements whedge and belief. Subscribed and sworn to before me this
SEAL TO TANK	Daney C. Berry Notary Public-Signature
Residence County: MALION	Printed
My Commission Expires 10/17/00	

Maky antispencer (owner's signature)	(owner's signature)	
MARY JANE SPENCER (printed)	(printed)	
8049 TALLIHO DRIVE (street address)	(Lot No.) (Section No.)	
STATE OF INDIANA) COUNTY OF MARION		
Before me, a Notary Public, in Man Jame Sewice and of the foregoing Amendment to Amended	and for said County and State, personally app who acknowledged the exect Declaration of Covenants, Conditions and Restriction ad who, having been duly sworn, stated that the states nowledge and belief. Subscribed and sworn to before in BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998 Notary Public Signature	ns for ments
Residence County: Macion	BARRY N-Womack Printed	

My Commission Expires July 24, 1998

Bette Barles	
(owner's signature)	(owner's signature)
(owner's signature) BETTY BARBER (printed) 8051 TAll 1140 Dr.	
(printed)	(printed)
8051 TAllito Dr	<u>56.</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MAR(ON)	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	and for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for nd who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
Residence County: MQP 10 N	Notary Public-Signature BETTY L. BEETS, Notary Public My Commission Expires: 8-90-96 County of Resident: Marion
My Commission Expires 8/3 0/28	

Edward Finnelow		
(owner's signature)	(owner's signature)	
EDWALD R KIMHERMA	(· · · · ·)	
(printed)	(printed)	
8059 TACUHO DE (street address)		
(**************************************	, , ,	
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and for said County and State, personally appeared ————————————————————————————————————		
	Notary Public-Signature	
Residence County: Marion	Printed For Son 174	
My Commission Expires Hug 23, 1999	7	

W SI MA	
(owner's signature)	(owner's signature)
Warner H. THOMPION M.D.	
(printed)	(printed)
8069 TALLIAN DR	- (Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
	graph for a gift to the
STATE OF INDIANA)	•
COUNTY OF MANOS	
Before me, a Notary Public, in and	for said County and State, personally appeared who acknowledged the execution
of the foregoing Amendment to Amended Declar	ation of Covenants, Conditions and Restrictions for , having been duly sworn, stated that the statements
Foxchase, Sections Gas, Two and Three and was contained herein are true to the best of their knowled day of March, 1995.	ge and belief. Subscribed and swom to before me this
BARRY N WOMACK NOTARY PUBLIC STATE OF BIDLANA MARION COUNTY	Jerex /// Brok
MY COMMISSION EXP. JULY 24,1998 Note	ry Public Signature
Residence County MARION Print	Sarry N. Womack
My Commission Expires 1/24/58	ou

· -	•	7
William M. How (owner's signature)	(owner's signature)	Hon
WILLIAM M. HON (printed)	CAROL & (printed)	V. Har
8071 TALL (HO DR. (street address)	— 60 (Lot No.)	(Section No.)
STATE OF INDIANA COUNTY OF (C)		
Before me, a Notary Public, in and Manual of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their knowledge.	ation of Covenants, Condition, having been duly sworn, st	owledged the executions for and Restrictions for ated that the statement
15 pay or Hebruary 1998.	nttall Ma y Public—Signature	ke)
Residence County: Mario Printe	<u> </u>	Kens
My Commission Expires July 29, 700	1	

(owner's signature)	(owner's signature)
MARY A. Smiley (printed) 8083 Talliho Drive (street address)	(printed) (Dot No.) (Section No.)
STATE OF INDIANA) COUNTY OF	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	and 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 mowledge and belief. Subscribed and sworn to before me this
Residence County:	Notary Public-Signature
My Commission Expires	Printed Heather M. SIPEK NOTARY PUBLIC FOR STATE OF INDIANA LEGAL REGIDENT OF MARION COUNTY COMMISSION DOPIRES AUGUST 13, 2001

Dani Haber		
(owner's signature)	(owner's signature)	
NANCI HABER		
(printed)	(printed)	
8091 7a //; ho D (street address) 462	(Lot No.) (Section No.)	
STATE OF INDIANA) COUNTY OF Marian Before me, a Notary Public, in	and for said County and State, personally appeared	
Mance Haber and	who acknowledged the execution 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 4 day of Jelliumy, 1998.		
•	Drartha a. allen Notary Public-Signature	
Residence County: Maryn	MARTHA A, ALLEN Printed	
My Commission Expires 2-10-200	٥	

Mary Buth Lipped	
(owner's signature)	(owner's signature)
Mary Beth Lippold	- ·
(printed)	(printed)
8135 Talliho DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MACON	
of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who	for said County and State, personally appear , who acknowledged the execution ation of Covenants, Conditions and Restrictions f , having been duly sworn, stated that the statement ge and belief. Subscribed and sworn to before me th
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1999 Notar	Sary Monday Public-Signature
Residence County: MARION Brinte	ARRY N Womack
My Commission Expiredul 24 1998	

Mary Nichols Colom	
(owner's signature)	(owner's signature)
Many Nichols Cawson (printed)	(printed)
8145 Talliho Drive (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MANON	
Mary Nichols Lauren and	d for said County and State, personally appeared , who acknowledged the execution claration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three and compained herein are true to the best of their knowledge day of MARCH 1992.	who, having been duly sworn, stated that the statements viedge and belief. Subscribed and sworn to before me this
MY COMMISSION EXP. JULY 24,1998	Corry Public-Signature BARRY N. Womack
Residence County: MARION P My Commission Expires 7/24/98	rinted
My Commission Expires 1/04/0	

(versung	(i) Utilite Occubations)		
(oynor's signature)	Joyce E. Jowner's signature)	Robb	
Joyce E. Rob (printed) 8147 Jalliho d (street address)	(printed)	(Section No.)	
STATE OF INDIANA COUNTY OF ARION			
Before me, a Notary Public, in 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 Sas, 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			
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Barn Millomach Notary Public-Signature		
Residence County: MARION	BARM N. Womsek		
My Commission Expires 7/24/98			

(Keisming to	Inte occupances)
X al Ditressee	
(owner's armature)	(owner's signature)
DONALD S. FRESSIE (printed)	(printed)
8/63 TALLIMO DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ()	
COUNTY OF MACLON	
	nd for 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
of the foregoing Amendment to Amended Do	who, having been duly sworn, stated that the statements
contained herein are true to the best of their kno day of Manch, 199 2	who, naving been day switch and sworn to before me this wiedge and belief. Subscribed and sworn to before me this
BARRY BY MAN	Rul
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Lan Moral
MY COMMISSION EXP. JULY 24,1998	Notary Public Signature
Residence County MARIE ~	BARRY N. Womack
My Commission Expires 1/24/98	e e e e e e e e e e e e e e e e e e e

noughos Mudson	(owner's signature)
(owner's signature)	(OMIGE 2 218 mma)
MARYANN HUDSON (printed)	(printed)
8165 TALL ; HO DR (street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
Before med a Notary Public, in an	d for 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 who, having been duly sworn, stated that the statements
The state of the s	who, having been duly sworn, stated that the whole who have the sworn to before me this whole and belief. Subscribed and sworn to before me this
10 day of Tychio	0
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA	Daniel Warch_
MARION COUNTY MY COMMISSION EXP. JULY 24,1998	otary Public Signature
Residence County MARION	BARRY N. WOMACK Trinted
My Commission Expires 1/24/98	. "

Rosemani E. Rian	
(owner's signature)	(owner's signature)
ROSEMARIF F. RIAN (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF Mation	
of the foregoing Amendment to Amended Declare Forebase Sections One Two and Three and who	for said County and State, personally appeared who acknowledged the execution ation of Covenants, Conditions and Restrictions for having been duly sworn, stated that the statements ge and belief. Subscribed and sworn to before me this
MY COLOMASSION BY JULY 24,1938 NACHARA WESTER OF INDIANA MARIE STATE	BanMwrl y Public-Signature
Residence County: MARION Printe	BANAY WITHACK
My Commission Expires July 24, 19978 PARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	

La & Dollate	Christing) ytation
(owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	7 / (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF Marion)	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three at	and for said County and State, personally appeared who is the state who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
	Notary Public Signature
Residence County: Marian	Printed SALLY A. WILSON Printed
My Commission Expires 1/2/99	

Owner's signature)	Doris Joan Robertson (owher's signature)
(printed)	DORIS JOAN ROBERTSON (printed)
(street address)	
of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and	nd for said County and State, personally appeared of TON (LOSSICON), who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements wledge and belief. Subscribed and sworn to before me this
N	S
Residence County:	BETTY L. BEETS
My Commission Expires My Commission Expires County of Resident	欧 () 564.18

į

Soubous Sensory (owner's signature) DAYDAYA TONOY (printed) 187 Jalli ho DY. (street address)	(owner's signature) Rabal T D Toney (printed) (Lot No.) (Section No.)
	engang takan katilah di kacamatan
STATE OF INDIANA)	
Before me a Notary Publicain an	d for said County and State, personally appeared who acknowledged the execution description of Covenants, Conditions and Restrictions for
BARBARA TONEY and oben	who seknowedged in the statements who having been duly sworn, stated that the statements
Xf the foregoing Amendment to American	atered that the statements
contained herein are true to the best of their know day of MANCE, 199	who, having been duly sworn, stated that the vieledge and belief. Subscribed and sworn to before me this
NOTARY PUBLIC STATE	Barre MID and
NOTARY PUBLIC STATE OF INDIANA N MARION COUNTY N	otary Bablic Signature
Residence County WARION	SARRY N WOMSCK
My Commission Expires 7/2 4/36	. · · · · · · · · · · · · · · · · · · ·

PLDOM	
(owner's signature)	(owner's signature)
RICHARD RUH	
(printed)	(printed)
(street address)	(Section No.)
STATE OF INDIANA () COUNTY OF MARION	(Lateraly) (an analysis
of the foregoing Amendment to Amended Decks Foxchase, Sections One, Two and Three and wh contained herein are true to the best of their knowled The day of MARCK The Approx N WOMACK	for said County and State, personally appeared, who acknowledged the execution tration of Covenants, Conditions and Restrictions for to, having been duly sworn, stated that the statements adge and belief. Subscribed and sworn to before me this
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,19% Residence County: ACCOM Print	AMM/M/Signature ARRY N. Woman Le ted
My Commission Expires 7/24/98	

alonna & Goffrey	
(owner's signature)	(owner's signature)
Donna L. Godfrey	_
(printed)	(printed)
8197 Tallino Dr.	
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	n and 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 chowledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: Monry	Janis Williams Printed
My Commission Expires 6-4-99	

(owner's signature)	Margaret (Owner's signature)	Jehearn S
ROBERT M. AHEARN (printed)		MEARN
8198 Foxchase Circle (street address)	7 9 (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF <u>MAC</u> が		
Before me, a Notary Public, in an Kohert M Ahcarn and Man of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and contained herein are true to the best of their known as the day of Annuary, 1998.	a aset K. Hhears, who acknowledge of Covenants, Condition who, having been duly sworn, states	nowledged the execution ons and Restrictions for ated that the statements
· 	Solary Public-Signature	<u>-</u>
Residence County: HANOOK	(indentyers	··········

My Commission Expires 5-31-1998

	ラ
Phil a Beetley	Jusue M. Boetly
(owner's signature)	(owner's signature)
Phil A. Beckley	LESILE N. BEETLEY
(printed)	(printed)
8196 Foxchase Orcle	<u> </u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Sections Gare, Two and Three as	and for said County and State, personally appeared of N, Berlay, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for nd who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Rany Morael Notary Public-Signature
Residence County: MARION	BARRY N. Womack
My Commission Expires 7/24/98	• • • • • • • • • • • • • • • • • • • •

Caret direct	
(owner's signature)	(owner's signature)
JANET ANNEST (printed)	(printed)
(printed)	(ринса)
8/88 FOXCHASE CIRC (street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION)	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three an	and for said County and State, personally appeared who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for dwho, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
	Cousi I. Aluxanda
	Notary Public-Signature
Residence County: Marion	Printed
My Commission Expires	Carol J. Alexander, Notary Public State of Indiana, County of Marion

State of Indiana, County of Marion My Commission expires January 30, 2000

(Relat	ing to Home Occupations)
(street address)	(owner's signature) Wanda S. Pierce (printed) 83 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF Marine	
of the foregoing Amendment to Amended 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 and who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: Marion	Printed Printed
My Commission Expires 1/2/99	

,	• •
Hann Wind	
(owner's signature)	(owner's signature)
KAREN WORL	
(printed)	(printed)
8182 FOXCHASE CIRCLE	84 3
(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	and for said County and State, personally appearance, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statement when the statement of the stat
rananarrananarran	~~
Ruth A. Ayers Notary Public, State of Indiana Mation County	Notary Public—Signature
My Commission Expires 09/20/98 Residence College College F	Ruth A Ayers Printed
My Commission Expires	

(owner's signature) LEONARD G. DURHAM (printed)	Meretra G. Wurkam (owner's signature) MERETHA J. 1) URham (printed)
8178 FotchASE Circ (street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended	and 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 nowledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
	Notary Public-Signature
Residence County: Marion	SALLY A. WILSON Printed
My Commission Expires 1/2/99	

My Commission Expires

SIGNATURE PAGE Amendment to Article XV, Section 9 (Relating to Home Occupations) (owner's signature) (owner's signature) CHAMBER S ROWALD E CHAMBERS ARROLL (printed) 86 £1767 (Section No.) (Lot No.) (street address) STATE OF INDIANA COUNTY OF MARION Refore me, a Notary Public in and for said County and State, personally appeared RONA & Chambers and ARRO | A Chambers, 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 swom to before me this 2 day of MARCH 1991. PARRY N WOMACK
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
NY COMMISSION EXP. JULY 24,1998 Residence County: MARIO

(Relating to Ho	ome Occupations)
(owner's signature)	(owner's signature)
Nancy S. Parter	(printed)
8170 Fox chase Circle (street address)	$\frac{\$7}{\text{(Lot No.)}} \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA) COUNTY OF HAMILTON	
NANCH S. PORTER and of the foregoing Amendment to Amended Decla Foxchase, Sections One, Two and Three and wh	for said County and State, personally appeared, who acknowledged the execution ration of Covenants, Conditions and Restrictions for o, having been duly sworn, stated that the statements dge and belief. Subscribed and sworn to before me this
Note	ry Public Signature
Residence County: MARAN TA	courting A. MECHILING
•	

My Commission Expires Ortoner, 1998

	g to Home occupations)
Hei A. Keyer	
(owner's signature)	(owner's signature)
Lisa A. Klasen	
(printed)	(printed)
(printed) 8168 Forthere Cir.	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
11.()	
COUNTY OF Main	
Before me, a Notary Public, in	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
— — — — — — — — — — — — — — — — — — —	nd who, having been duly sworn, stated that the statements
	nowledge and belief. Subscribed and sworn to before me this
284 day of January, 1998.	
,	
	Notary Public-Signature
	Notary Public-Signature
B.,;4 G., /	SALLY A. WILSON
Residence County: Marion	Printed
	4 41H9994
My Commission Expires 1/2/19	

(owner's signature) ANNET D. GREAT HOUSE (printed) FISO Proches Circle (street address)	(owner's signature) DATER A. KENYON (printed) Section No.)
STATE OF INDIANA) COUNTY OF Marin) Before me, a Notary Public, in and of the foregoing Amendment to Amended Frenchese Sections One Two and Three at	and for said County and State, personally appeared what we want who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statement mowledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: Marcon	SALLY A. WILSON Printed
My Commission Expires 1/2/99	

	ig to monie occupations)	
(owner's signature) ROBERT L. BOGAN (printed)	Owner's signature) PHILL(5 G (printed)	BOGAN
8148 FOXCHASE CIRCLE (street address)	90 (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION		
Before me, a Notary Public, in Robert Bosan and for the foregoing Amendment to Amended Foxchase, Sections One, Two and Three as contained herein are true to the best of their k and day of January, 1998.	ad who, having been duly sworn etc.	ns and Restrictions for
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1996	Barn M. Momon L. Notary Public-Signature	
Residence County: MARION	BARRY N. Womack	<u></u>
My Commission Expires Jul, 24, 1998		

(Itolium & to I Iom	o occupations)	
V		
(owner's signature)	(owner's signature)	· · · · · · · · · · · · · · · · · · ·
Tim Ling		
(printed)	(printed)	
8140 Fox chase Civele	91	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF WAY ON		
Before me, a Notary Public, in and for mostly uns and for the foregoing Amendment to Amended Declaration Foxchase, Sections One, Two and Three and who, he contained herein are true to the best of their knowledge day of housey, 1998.	, who ack ion of Covenants, Conditionaving been duly sworn, st	nowledged the execons and Restriction tated that the states
Notary I	Public-Signature	
Residence County: Mich	Long Hu	immed
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(Relating	to Home Occupations)
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SIGNATURE PAGE Amendment to Article XV, Section 9

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STATE OF INDIANA) COUNTY OF MARION)
Before me, a Notary Public, in and for said County and State, personally appeared Phyllis M. Wo mack, 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 29th day of 1998.
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Cross-References:

1984 87404

LAWRENCE TOWNSHIP ASSESSOR LEASING

AMENDMENT #1

Inst. No. 1984-46519 & 1984-87404 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

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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 (j) 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. P. Thomas Waiten



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.

SIGNATURE PAGE

Foxchase

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

Russell (\ndd	
(owner's signature	(owner's signature)
Russell Tak	1
(printed)	(printed)
8053 Fox chas	e Da I
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF <u>Marion</u>)	
KUSSELL JUDD 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 sworn, are true to the best of their knowledge and belief.
	Notary Public-Signature Lay YVONNE PRICE
Residence County: MARION	Printed Yvanne PRICE
My Commission Expires 3/9/08	
	APPROVED THIS 2011
	DAY OF
·	LAWRENCE TOWNSHIP ASSESSOR
	DRAFTSMAN

SIGNATURE PAGE

Foxchase

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

James 5 Knowles (owner's signature)	
(owner's signature)	(owner's signature)
JAPIES EKNOWLES	· · · · · · · · · · · · · · · · · · ·
(printed)	(printed)
8055 Foxehase Dr	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
<u>JAMES E KNOWLES</u> and	d for said County and State, personally appeared, who acknowledged the
execution of the folegoing Amendment (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>Serjember</u> , 2002
	Gatherine Borkouster
	Notary PublicSignature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Kalbund Thomask	
(owner's signature)	(owner's signature)
Lathryn 5 Hugwink	
(printed)	(printed)
8063 Forchase Voz.	3 1
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MOCION	
Kathryn S. Hullinkand	true to the best of their knowledge and belief.
\overline{N}	Holley Overby Totary PublicSignature
Residence County: Marian	Holly Overby
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) KERNETH (printed) 8065 FOXCHAS STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared KEN STONECIOHER 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 , 2003] Notary Public-Signature

NATHERINE BORKOWSKI

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

Foxchase

(owner's signature)	u
(owner's signature)	(owner's signature)
Money Hubbard	
(printed)	(printed)
(street address)	6
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF <u>MARION</u>)	
Before me, a Notary Public, in and NANCY HUBBARD 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,	l 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/Lday of AUGUST , 2003.
	Notary Dublic Signature
4	Notary wuonce-Signature
Residence County: MARION	Joy YVONNE PRICE
··· —	Printed /
My Commission Expires 3/9/08	

Foxchase

(Relating to Leas	ing & Other Rental Restrictions;
Paintaip Beckne	
(owner's signature)	(owner's signature)
(printed)	
(printed)	(printed)
8107 FOXEHASE DR.	(Section No.)
(street address)	(Lot No.) (Section No.)
execution of the foregoing Amendment t Restrictions for Foxchase, Sections One,	Notary Public-Signature
Residence County: Makion	Jay Yvorne Price
My Commission Expires $\frac{3/9/08}{}$	_

Foxchase

ah . I	
Olymia Vn. Watchel	
(owner's signature)	(owner's signature)
VIRGINIA M.MITCHE	.//
(printed)	(printed)
8121 Fox CHASE De (street address)	K, Q (Lot No.) (Section No.)
	(500000110.)
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, 2004.
	Cartherine Borkowship Notary Public-Signature
Residence County: MARIAN	CATHERINE BORKOWSKY Printed
My Commission Expires 3 10 10%	

Foxchase

Janet L. Guetredge		
(owner's signature)	(owner's signature)	<u> </u>
JANET L. GUTHRIDGE		
(printed)	(printed)	
8123 for Chase Da		1
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA		
COUNTY OF MARION		
Before me, a Notary Public, in a	and for said County and State, personally	appeared
execution of the foregoing Amendment Restrictions for Foxchase, Sections One stated that the statements contained here	to Amended Declaration of Covenants, (e, Two and Three, and who, having been ein are true to the best of their knowledge	Conditions and
Subscribed and sworn to before me this	27k day of <u>AUSUST</u> , 2003.	
	By Jaronne Pres	ie
	Notary Public-Signature	···
Residence County: MARION	Joy Yvonne PRICE	
	Printed	
My Commission Expires 3/9/08		

Foxchase

anthony Burn	Loren M. Burns
(owner's signature)	(owner's signature)
Anthony A. Burns (printed)	LURGEN IM BURNS (printed)
8/12 Tall.hop4, (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF YYAR ON	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared of the 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. 7 day of Lanker, 2003.
	Notary PublicSignature
Residence County: Macion	Ka Ronna Smith Printed
My Commission Expires 9-29-06	

Foxchase

(owner's signature)	(owner's signature)
(printed)	E(2115 M. NECC (printed)
(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 ELAINE. NEW, 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. August, 2004.
	Catherine Borkavshi Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Carla Collect	
(owner's signature)	(owner's signature)
CARLA ELEY	. -
(printed)	(printed)
8111 Tallito DRIVE	13 L
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF	
	d for said County and State, personally appeared, who acknowledged the
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.
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI
My Commission Expires 3-10-08	Printed

Foxchase
Amendment Establishing a New Article XVIII

(Relating to Leasi	ng & Other Rental Restrictions)
Sann M. Frah	
(owner's signature)	(owner's signature)
DANNAM. FORAK	·
(printed)	(printed)
8113 TALLIHO DR.	
(street address)	(Lot No.) (Section No.
STATE OF INDIANA)	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Conditions and
Subscribed and sworn to before me this	are true to the best of their knowledge and belief.
	610 day of
	Cathevine Borkowski Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10 08	

Foxchase

Stephanie Pappos	•
(owner's signature)	(owner's signature)
(printed) Anic Pappa	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MAKION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One.	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. 22 day of AUGUST, 2004.
	Catherine Contension Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Jolinn Fox	
(owner's signature)	(owner's signature)
Jo Ann Fax	
(printed)	(printed)
8127 Jalliho De	7. 16
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and John Fox and	for said County and State, personally appeared
execution of the foregoing Amendment to	, who acknowledged the Amended Declaration of Covenants, Conditions and
restrictions for roxchase, Sections One. I	WO and Three and who having been duly grown
Subscribed and sworn to before me this $\underline{\mathscr{A}}$	are true to the best of their knowledge and belief
and sworn to before the this 2	7th day of <u>AUGUST</u> , 2003.
	Notary Partie Signature Soy Yvonne Price
	Notary Public-Signature
Residence County: MARION	
	Printed
My Commission Expires 3/9/08	

Foxchase

(Relating to Leas	sing & Other Rental	Restrictions)	
Total Imp		,	
(owner's signature)	(0	wner's signature)	<u> </u>
PATRICK R. SNY	DER		•
(printed)	(p:	rinted)	4
816Z FOX CHOSED	R	18	/
(street address)		(Lot No.)	(Section No.)
			•
STATE OF INDIANA			
()			
COUNTY OF MARION			
Before me, a Notary Public, in an PATRICK SNYDER 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 Declaration Two and Three, and we are true to the best of	, who ack on of Covenants, (who, having been	cnowledged the Conditions and
	Notary Public-Sig	_	Sho
Residence County: MARION	Printed Printed	NE BORK	Kdv8K1
My Commission Expires 3-10-08			

Foxchase

Colleen Beker (owner's signature)	
(owner's signature)	(owner's signature)
COLLEGED BAKER	
(printed)	(printed)
8160 FOXCHASE DR	19 /
(street address)	(Lot No.) (Section No.
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in an COLLEEN BAKER and	nd for said County and State, personally appeared
stated that the statements contained here	to 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.
Subscribed and sworn to before me this	26th day of August, 2003.
	Motary Public-Signature
	Notary Public-Signature
Residence County:	
	Printed
My Commission Expires	DIANA L DENNEY NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. FEB. 18,2007

Foxchase

Amendment Est (Relating to Leasi	tablishing a New Article XVIII ng & Other Rental Restrictions)
Deven yerk	,
(owner's signature)	(owner's signature)
(street address)	(printed) Z / (Lot No.) (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. 4 day of 1007
	Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasing	ng & Other Rental Restrictions)
(owner's signature) NOCE MYRATNEY	(owner's signature) MARY C. MIBEATNEY
(printed) 8144 EXCHASE PRINTE	(printed)
(street address)	(Lot No.) (Section No.)
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One. To	for said County and State, personally appeared My C. Mary , 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. Aday of Mary , 2003. Notary Public-Signature
Residence County: Manon	ANDREA M. DAVIS Printed COMMISSION EXPIRES: 1-24-10 COUNTY OF RESIDENCE: MARION
My Commission Expires (ZJ-// O	

Foxchase

Manay & Lloyd (owner's signature)		(owner's signature)	yd
NANAU L. LLOYD (printed)		(printed)	Lays
8142 FOXCHASE DR (street address)		23 (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION)			
Before me, a Notary Public, in and Nancy L. LLOYD and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein Subscribed and sworm to before the statements.	Amended Declarate wo and Three, and are true to the best	tion of Covenants, Cd who, having been of	nowledged the onditions and
Subscribed and sworn to before me this 2	The day of AUG	<u>ver</u> , 2003. Avrane Pale	
Residence County: MARION	Printed	YVONNE PRIC	<u> </u>
My Commission Expires 3/9/08			

Foxchase

Susanne III. I fe	04		
(owner's signature)	 	(owner's signature)	
Susanne M. Me Susanne M. Ne	55	,	
(printed)		(printed)	
9134 Forchuse D (street address)			1
(street address)	***************************************	(Lot No.)	(Section No.)
STATE OF INDIANA			
COUNTY OF MARION			
Before me, a Notary Public, in and f SUSANNE M. NESS and execution of the foregoing Amendment to A Restrictions for Foxchase Sections One To	or said County ar	nd State, personally	appeared
execution of the foregoing Amendment to A	mended Declara	tion of Covenants. (Conditions and
Torrest of the contract o	vo ano intee and	IWho having been	daalar ass
stated that the statements contained herein a	re true to the hest	of their knowledge	and belief.
Subscribed and sworn to before me this <u>27</u>	the day of AUGU	/sT, 2003.	
	_ Dry	fronne Pre	Lec
	Notary Public-	Mgnature	
Residence County: MARION	Joy	Fronne Presidentime VONNE PRICE	,
	Printed /		
My Commission Expires $\frac{2/9/08}{}$			

Foxchase

Howard Land Martin	
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTEN	·
(printed)	(printed)
8137 FOXCHASE DRIVE	25 1
(street address)	(Lot No.) (Section No.)
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, 2004
	Coutherine Borkowstiv Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasing & Other Rental Restrictions)		
France Q. July	Retter	el
(owner's signature)	(owner's signatur	e)
GRACE A. FALVEY		DILL
(printed)	(printed)	
8116 Fox CHASE DI (street address)	26 (Lot No.)	(Section No.)
	(2011(0.))	(5000001140.)
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and WACK FALVEY E and 1	ROBERT DUL. who a	cknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T stated that the statements contained herein	Amended Declaration of Covenants we and Three, and who, having bee	s, Conditions and on duly sworn.
Subscribed and sworn to before me this 2	O day of $TULY$, 200	F
	Catherine Barbon	oshw
	Notary Public-Signature	
Residence County: MARION	CATHERINE BORKO	WSKI
	Timou	
My Commission Expires 3-10-08		

Foxchase

Simon Whelchel	
(owner's signature)	(owner's signature)
JAMES A. WHELCH	t.L
(printed)	(printed)
8114 FOXCHASE	DR. 27 1
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
JAMES A WHEICHEL 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 herein	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 me this _	31 day of MARCH, 200%
	Carthuire Borkenstin Notary Public-Signature
Residence County: MARION	CATHERINE BERKOWSKI
My Commission Expires 3-10-08	

Foxchase

Amendment Esta	blishing a New Article XVIII		
Relating to Leasing & Other Rental Restrictions)			
	Halice LD Cork		
(owner's signature)	(owner's signature)		
Catok-Cox	Beatrice L.D. Cork		
(printed)	(printed)		
8102 Foxchase Drive	29 1		
(street address)	(Lot No.) (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 SEATRICE L. D. CORK, 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		
	Notary Public-Signature		
Residence County: MARION	JOY YVONNE PRICE		
	Printed		
My Commission Expires 3/9/08			

Foxchase

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

(Relating to Leas	sing & Other Rental Restrictions)
longe W/ loty	
(owner's signature)	(owner's signature)
Donne M Dota	
(printed)	(printed)
(street address)	46236 30 1 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
execution of the foregoing Amendment of Restrictions for Foxchase, Sections One, stated that the statements contained here	who acknowledged the to 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. 31 day of MARCH, 20076
Residence County: MAR WN	CATHEKINE BOKKOWSEL
My Commission Evnires 3-16-09	Printed

/

Foxchase

Grino Phillips	
(owner's signature)	(owner's signature)
Diane Phillies	
(printed)	(printed)
(printed) 8070 Fax (hase &	g. 031
(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 Am Restrictions for Foxchase, Sections One, Two	ended Declaration of Covenants, Conditions and
stated that the statements contained herein are Subscribed and sworn to before me this 27 H	true to the best of their knowledge and helief
	Joy Yvouve Price Joy Yvouve Price
Ŋ	lotary PublicSignature
Residence County: MARION	Joy Yvours PRICE
P	rinted /
My Commission Expires 3/9/08	

Foxchase

Janet I Ganett			
(owner's signature)		(owner's signature)	
Janet L. Garrett			
(printed)		(printed)	
8092 Talliho Dr. India (street address)	napolis	34/ (Lot No.)	(Section No.)
STATE OF INDIANA)			
COUNTY OF MARIEN			
Before me, a Notary Public, in and TANKT L GARRETTand		, who ack	nowledged the
execution of the foregoing Amendment to	Amended Declara	ation of Covenants. C	onditions and
Restrictions for Foxchase, Sections One,	I'wo and Three, an	d who, having been d	luly sworn,
stated that the statements contained herein Subscribed and sworn to before me this	day of TIAI	st of their knowledge	and belief.
	1 3 3 1 1 1 1	7-32	ω 7
	Notary Public-	M Bolkow. Signature	Sho
Residence County: MARIEN	C*	NE BORKOIO.	Sky_
My Commission Expires 3-10-08			

Foxchase

Richard a. Lagar		Lathe	, a.d.	ogan
(owner's signature)		(owner	s signature)"	
Richard R. Logan		Yathy.	A. Lo	gen
(printed)		(printed)) -	
(street address)	IN 46256	-	35 Lot No.)	Z (Section No.)
			• • • • •	
STATE OF INDIANA)				
COUNTY OF MARION				
Before me, a Notary Public, in and RICHARD A LOGAN and sexecution of the foregoing Amendment to Restrictions for Foxchase, Sections One, I stated that the statements contained herein Subscribed and sworn to before me this	AMENDED AMENDE AMENDED AMENDED AMENDED AMENDED AMENDED AMENDED AMENDED AMENDED	ration of (nd who, hest of their LY	, who ack Covenants, (aving been r knowledge , 2003.	nowledged the Conditions and duly sworn.
Residence County: MARION	CATHER Printed	INE ,	BOKKOU	18K1
My Commission Expires 3-10-08				

Foxchase

I whard K. Sgan	Cicleyn J. Egan (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,	for said County and State, personally appeared KVELYN TEGAN, 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, 2008.
	Catherine Burkowshir Notary Public-Signature
Residence County: MAKION	CATHERINE BORKEUSKI Printed
My Commission Expires 3-10-08	

Foxchase
Amendment Establishing a New Article XVIII

(Relating to Leasing	g & Other Rental Restrictions)
Daye Watethinger	
(owner's signature)	(owner's signature)
Jaye Getzekhens	er
(printed)	(printed)
(street address)	(Lot No.) (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 sworn, are true to the best of their knowledge and belief.
	P. Thomas Museauffy 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

astrid d. Viabas	e_	
(owner's signature)	(owner's signature)	
ASTEID 1 TRASUE (printed)		
(printed)	(printed)	
8052 TALLIHO DR (street address)		2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MARION		
As TRID L. TRABUE and	, who ack	mowledged the
execution of the foregoing Amendment to Ame Restrictions for Foxchase, Sections One, Two	ended Declaration of Covenants, (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 31	day of <u>NAKCH</u> , 2003.4	P
N	CATHELINE BORKO	sho
Residence County: MARION Pr	CATHERINE BORKOG	WSK1
My Commission Expires 3-10-08		

Foxchase

Ja Can Fleger		
(owner's signature)	(owner's signature)
(printed)		
4 ,	(printed)	
8042 Tallito Dr.	41-	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MAKION		
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	wo and Three, and who, having been are true to the best of their knowledg day of July, 2003 August Bookoo Notary Public-Signature	knowledged the Conditions and duly swom, te and belief.
Residence County: MARION	CATHERINE BORKO Printed	WSKI
My Commission Expires 3-10-08		

Foxchase

Amendment Establishing a New Article XVIII		
(Relating to Leasing & Other Rental Restrictions)		
Cluster Williams (owner's signature)	Mastha L. Macd	
Charles D. Prae	(printed)	
8040 Tallino Dr	<u>- 42</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 CHARLES D. PRAED and MARTHA L. PLAED, who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and		
	o and Three, and who, having been duly sworn,	
stated that the statements contained herein as Subscribed and sworn to before me this 2	re true to the best of their knowledge and belief. 7 day of AUSUST, 2003.	
	P. Thomas Mussey Notary Public-Signature	
Residence County:		
<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

(Relating to Leasing & Other Rental Restrictions)			
(owner's signature)	2/1/2	(owner's signature)	Lucas
(printed)		Gewe WS (printed)	75-0554
(street address)		$\frac{43}{\text{(Lot No.)}}$	(Section No.)
STATE OF INDIANA) COUNTY OF <u>MARION</u>			
Before me, a Notary Public, in 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	CHUL STEU Amended Decla Two and Three, a n are true to the b	, who ac tration of Covenants, and who, having been test of their knowledge	knowledged the Conditions and duly swom, e and belief.
	Gather Notary Public	ine Borkaiz Signature	Su
Residence County: MAR WN	CATHER Printed	RINE BORKAL	78K1
My Commission Expires 3-10-08			

Foxchase

(owner's signature)	(owner's signature)
BANBIANA LANGU (printed)	Leanne Larson (printed)
8012 Jallilo (street address)	<u>47</u> <u>2</u> (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
Before me, a Notary Public, in and BARBARA & LEANNE CARLON	
Restrictions for Foxchase, Sections One, T	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. The day of August 1, 2003.
	Jylponne Price
Residence County: NARION	Notary Public-Signature Joy Yvonne Prince Printed
My Commission Expires 3/9/08	

Foxchase

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

	•
(owner's signature)	Muriel K. Brehm (owner's signature) MURIEL K. BREH (printed)
(printed)	MURIEL K. BREH (printed)
(street address)	스 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tv	for said County and State, personally appeared MURIEL 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. 7 day of AUSUST, 2003.
	P. Thomas Managh 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

Franklinh Speckman	1
(owner's signature)	(owner's signature)
Franklin L. Speckner	1
(printed)	(printed)
$\frac{8021 \text{ Talliho Dr}}{\text{(street address)}}$	<u> </u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	• •
	Rotary Public-Signature
Residence County: MAKION	Printed BORKOWSKI
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasing	ng & Other Rental Restrictions)
(owner's signature)	Barlone J. Harrow
(variety o bi-Bi-tation)	(Owner's signature)
Sherm an D HAMMAN	- Barbarz J HAMMAN
(printed)	(printed)
8023 TAlliho Dr	
(street address)	(Lot No.) (Section No
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and SHERMAN D. HAMMAN and A	for said County and State, personally appeared BARBARA J. HAMMAN, who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 1	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.
	Notar Public-Signature
Residence County: MARION	Joy Yvonne PRICE Printed
My Commission Expires 3/9/08	

Foxchase

(owner's signature)	(owner's signature)	
(printed)	(printed)	
	.5/ .1.	
(street address)	(Lot No.) (Section No.	ɔ.)
STATE OF INDIANA)		
COUNTY OF MARION		
\square) $UUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUUU$	d for said County and State, personally appeared , who acknowledged the	
execution of the folegoing Amendment to	Amended Declaration of Covenants, Conditions and	i
stated that the statements contained herein	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 me this 1	day of 111 \(\frac{1}{2003}\)	
	Calhevine Bankowsky Notary Public-Signature)
Residence County: MARION	<u>CATHERINE BORKOUSK</u> Printed	
My Commission Expires 3-10-08		

Foxchase

Mile Wal	
(owner's signature)	(owner's signature)
Michael WARD	
(printed)	(printed)
8033 Talliho Drive	57 7
(street address)	
STATE OF INDIANA)	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	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 MARCIA, 2003/6
	<u>Catherine Borkowshi</u> Notary Public-Signature
Residence County: MAKICA	Notary Public-Signature CATHEKINE BONKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Bed Sunt	MA	
(owner's signature)	(owner's signature)	
Brad Snody, 255 (printed)	(printed)	
(street address)	(Lot No.) (Section	_ No.)
STATE OF INDIANA) COUNTY OF		
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Cartherine Berlawshi Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOWSKI	
My Commission Expires 3-10-0		

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 BULLY S BROWN 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 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 Auto(18 Residence County: MARION My Commission Expires 3-10-07

Foxchase

<i>y</i> *	
makes devel excent	
(owner's signature)	(owner's signature)
MARY TANE ODENNE	C .
(printed)	(printed)
8049 TALLIHO DAI	(France)
(street address)	<u>VE</u>
(succi addiess)	(Lot No.) (Section No.
:	
STATE OF INDIANA	
COUNTY OF MARION	
Before me, a Notary Public in and t	for said County and State, personally appeared
_/ THKY JANE SPENCEL and	who acknowledged the
execution of the folegoing Amendment to A	unended Declaration of Covenants Conditions and
stated that the statements contained herein	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	7 day of $A/A/B/T$ 2003
	J. Thomas Munay b.
	Notary Public-Signature
D11. G	and the second s
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

Amendment Establishing a New Article XVIII

	using & Other Rental Restrictions)
Bitty Barlo	
(owner's agnature)	(owner's signature)
120HU DANBE	-K
(printed)	(printed)
8051 TALLIHO DI	L. 56 2
(street address)	(Lot No.) (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
Restrictions for Foxchase, Sections One stated that the statements contained here	, 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. 27 day of 408037, 2003.
	Motary Public-Signature
Residence County:	
	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Evelence Page 20, 2009

Foxchase

(Relating to Leasin	g & Other Rental Restrictions)
(owner's signature)	Skiley Clony
_	(ownot's signature)
BEN GLANCE	SHIRLEY GLANCY
(printed)	(printed)
8043 TALLIHO	5if 2
(street address)	(Lot No.) (Section No
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	Notary Public-Signature
Residence County: Mariok	Kaen L. Dlomw Printed
My Commission Expires 9/10/06	

Foxchase

Joh R Bul	Muriel K. Brehm	,
(owner's signature)	(owner's signature)	
John 2 Bizzitm	MURIEL K. BREHM	
(printed)	(printed)	
8061 Tallino Pz.	<u>58</u> 2 (Lot No.) (Section No.)	
(street address)	(Lot No.) (Section No.)).
STATE OF INDIANA) COUNTY OF MARION		
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 MURIEL 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.	ıe d
	Notary Public-Signature	
Residence County: MARIUN	CATHERINE BOLKOWSILI Printed	
My Commission Expires 3-10-08		

Foxchase

My Roan Ro		
(owner's signature)	(owner's signature)	
Melissa Roache		
(printed)	(printed)	
8069 Talliho Dr.	<u>59</u> 2	_
(street address)	(Lot No.) (Section N	۱٥.
STATE OF INDIANA) COUNTY OF MARION	S	
Before me, a Notary Public, in and MILISSA ROACHE, and	for said County and State, personally appeared , who acknowledged	the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions at	nd
Restrictions for Foxchase, Sections One, T	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 day of AUGUST, 2003	
	Catherine Border Sto	
Residence County: WARGN	Notary Public-Signature CATHERINE BORKAUSKI Printed	
My Commission Expires 3-10 01		

Foxchase

(owner's signature)	(owner's signature)	
Rence Sandenburg 4	(printed)	
8081 Talliho Dr. (street address)	(Lot No.) (Section N	lo.)
STATE OF INDIANA) COUNTY OF MARION)		
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tw	or said County and State, personally appeared, who acknowledged to mended Declaration of Covenants, Conditions are and Three, and who, having been duly sworn, the true to the best of their knowledge and belief.	the nd
	Catherine Bookershi	
Residence County: MARION	Notary Public-Signature CATHER INE BORKBUTKI Printed	
My Commission Expires 3-10-08		

Foxchase

t. M	
(owner's signature)	(owner's signature)
KEVIN & CHRISTEL	
(printed)	(printed)
8083 TALLIMO DRIVE	62 2
(street address)	(Lot No.) (Section No.
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tv	or 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. 2 day of AUGUST, 2003.
	Thomas Musicay A Notary PublicSignature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marlon My Commission Expires Dec. 20, 2009

Foxchase

Mari Hahar (owner's signature)	(owner's signature)	
(owner's signature)	(Owner a aignature)	
Nanci Haber		
(printed)	(printed)	
809/ Tall: ho 1) (street address)	$\frac{63}{\text{(Lot No.)}}$ (Section N	o.)
,		
STATE OF INDIANA)		
COUNTY OF Marion		
Before me/a Notary Public, in and	d for said County and State, personally appeared , who acknowledged to Amended Declaration of Covenants, Conditions are	he
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions ar	מנ
Restrictions for Foxchase, Sections One.	Two and Three, and who, having been duly sworn,	
stated that the statements contained herei	n are true to the best of their knowledge and belief	
Subscribed and sworn to before me this	8 M day of Almary, 2004.	
	Just grown Price	
	Notary Public-Signature	
Residence County: \(\square \text{TUtton} \cup \)	Jay YVONNE PRICE	
Total Committee	Printed	
My Commission Expires 9/9/08	-	

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) (printed) (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 SHELFY 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 C Watherine Borkewshi Notary Public-Signature

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

Foxchase

Mary Boy Kippel	/	
(owner's signature)	(owner's signature)	
Mary Beth Lippold	(<u> </u>
(pri hted)	(printed)	
8135 Talliho	(Section	No
(street address)	(Lot No.) (Section	10,
STATE OF INDIANA)		
COUNTY OF MARION		
MANU BETH (IPPNIT) and	for said County and State, personally appeared who acknowledged	d the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions	and
Restrictions for Foxchase Sections One, T	wo and Three, and who, having been duly sworr	1,
stated that the statements contained herein:	are true to the best of their knowledge and belief	t.
Subscribed and sworn to before me this $\frac{27}{3}$	day of 708051, 2003.	
	Jy Gronne Frice	
	Notary Public Signature	
Residence County: MARION	Notary Public Signature Joy YVWNE PRICE	
	Printed	
My Commission Expires 3/9/08		

Foxchase

Mary E. Cawson			
(Owner's signature)	(owner's signature)		
Mary E. Lawson			
(printed)	(printed)		
	67	2	
(street address)	(Lot No.)	(Section No).)
STATE OF INDIANA)			
COUNTY OF MARION			
VIKKY K CAWSON and	for said County and State, personally a	nowledged the	e
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Amended Declaration of Covenants, C	onditions and	i
stated that the statements contained herein	are true to the best of their knowledge.	and belief	
Subscribed and sworn to before me this $\frac{5}{4}$	day of August , 2009		
	Catherine Borkow S Notary Public-Signature	sho!	
Residence County: MARION	CATHERINE BORKA	uski	
<u> </u>	Printed	•	
My Commission Expires 3-10-01		 	

Foxchase

(owner's signature) Toyce FROBB (printed)	!
(owner's signature)	(owner's signature)
Irycc F. ROBB	
(printed)	(printed)
8/47 TALLIHO DR (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF Marion	
COUNTY OF A JUNE 1	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged th
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, 7	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 A	
	Notary Public-Signature Say YVONNE PRICE Printed
	Notary PublicSignature
Residence County: MARION	Jay YVOUNE PRICE
	Printed
My Commission Expires 3/9/08	

Foxchase

Amendment Establishing a New Article XVIII

(Relating to Leasing & Other Rental Restrictions)	
Downal Barbon	
(owner's signature)	(owner's signature)
Donne F. Facker	
(printed)	(printed)
3153 Tallets Drive	67
(street address)	(Lot No.) (Section No.
STATE OF INDIANA)	
COUNTY OF Wann	
Before me, a Notary Public, in and	d for said County and State, personally appeared, who acknowledged the
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.
	Notary Public-Signature
Residence County: MARION	Joy Yvoune FRICE Printed
My Commission Expires 3/9/08	

Foxchase

JIM MORRIS	
(owner's signature) .	(owner's signature)
(printed)	(printed)
(8155 TALLIHODE	70 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
MORKIS and	r said County and State, personally appeared , who acknowledged the
Restrictions for Foxchase. Sections One. Two	nended Declaration of Covenants, Conditions and o 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 TULY 2003. 2007
j	Carly Public-Signature
Residence County: MARICN	CATHERINE BORKOWSKY
My Commission Expires 370-08	I

Foxchase

(Relating to Lea	sing & Other Rental Restrictions)
Sonal Hesse	e
(owner's signature)	(owner's signature)
DONALD J. FRESSIE	
(printed)	(printed)
8163 TALLINO DR.	
(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 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.
Subscribed and sworn to before me this Residence County: MARION	Notary Public Signature Soy YVONNE PRICE Drinted
	Printed
My Commission Expires $3/9/08$	

Foxchase

Rosemani E. Rian	
(owner's signature)	(owner's signature)
ROSEMARIE, E. PIAN	
(printed)	(printed)
(street address)	13 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and for ROSEMARIE E RIAN and	or said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to A	mended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, Tw	o and Three, and who, having been duly sworn,
Subscribed and sworn to before me this <u>3C</u>	re true to the best of their knowledge and belief day of TUNE, 2003
(Cather ne Borkewshi
Residence County: MARI OW	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

Foxchase

Amendment Esta (Relating to Leasin	ablishing a New Article XVIII ng & Other Rental Restrictions)	
(owner's signature)	(owner's signature)	_
C. Fawiy Chiston	<u> </u>	
(printed)	(printed)	
(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 wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief. day of, 2003	>
	Carrence Berkowska Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

Foxchase

Mowner's signature)	(owner's signature)
ELIZABETH W ADAMS (printed)	(printed)
8187 TALLIHO DR (street address)	76 3 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION Before me, a Notary Public, in and for said	County and State, personally appeared
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 25 day	d Declaration of Covenants, Conditions and Three, and who, having been duly sworn, to the best of their knowledge and belief.
Qui Notar	Therine Borkewsking y Public-Signature
Residence County: MARION Printe	ý PublicSignature THERINE BORICOWSKI od
My Commission Expires 3-10-08	

Foxchase

Reif Boff		
(owner's signature)	(owner's signature)	
RIHELS RUK		}
(printed)	(printed)	
8195 Jackto De		3
(street address)	(Lot No.) (Se	ction No.)
STATE OF INDIANA)		
COUNTY OF MARION		
KUHAKI) KUFF and	l for said County and State, personally appea , who acknowle	edged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Condition	tions and
stated that the statements contained herein	I wo and Three, and who, having been duly s gare true to the best of their knowledge and b	wom, relief
Subscribed and sworn to before me this	day of <u>AUGUST</u> , 2005.	
	Catherine Borlewsh Notary Public-Signature	$\underline{\omega}$
Residence County: MALION	Notary Public-Signature LATHERINE BORKOWSKI Printed	<u> </u>
My Commission Expires 3-10-08	Timed	

Foxchase

Donna Godging		
(owner's signature)	(owner's signature)	
Donna Godfrey		
(printed)	(printed)	
8197 Talliho dr.	78	3
(street address)		tion No.)
		1
STATE OF INDIANA)		
COUNTY OF MARION		
<u>VONIVE GODFREY</u> and	for said County and State, personally appear	dged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Condit wo and Three, and who, having been duly s	ions and
stated that the statements contained herein Subscribed and sworn to before me this 1	are true to the best of their knowledge and b	worn, elief.
7	Eatherine Borkaosta Notary Public-Signature	2
Residence County: MARION	Printed BORKOWSKI	
My Commission Expires 3-10-08		

Foxchase

Rabert M Glear	Margaret Rahami (dwner's signature)
(owner's signature)	((dwner's signature)
ROBERT M. AHEARN (printed)	MARGARET R AHEARN (printed)
8198 FOXCHASE CIRCLE (street address)	19 (Lot No.) (Section No.)
STATE OF INDIANA)	(Lot No.) (Section No.)
COUNTY OF Marion	
PARSARET R. AHEARN and Rescrictions for Foxchase, Sections One, T	for said County and State, personally appeared operation, 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 Philic-Signature
Residence County: NARION	Notary Philic-Signature Joy YVONNE PRICE Printed
My Commission Expires 3/9/08	

Foxchase

Horeieskernon		
(owner's signature)	(owner's signature)	
(printed)	(printed)	
SIGNOTOVOTIAGE CINELL (street address)	(Lot No.) (Section No.)	
STATE OF INDIANA) COUNTY OF		
Before me, a Notary Public, in and for said County and State, personally appeared "" "" "" "" "" "" "" "" ""		
Residence County: Marion Prin	JOY YVONNE PRICE	
My Commission Expires 3/9/08		

Foxchase

Amendment Establishing a New Article XVIII			
(Relating to Leasing	ng & Other Rental R	lestrictions)	1
Charles m. Jensley	Maxaa	n. 20.	T
(owner's signature)	- How	mer's signature)	sincey
CHARLES M. TINSLEY (printed)	MARG	ARET TI	NSLEY
<u> </u>	(pri	nted) '	
8 190 Fox CHASE C	R	8/ (Lot No.)	3
,,		(Lut No.)	(Section No.)
STATE OF INDIANA)			
COUNTY OF MARION			
Before me, a Notary Public, in and CHARLES TINSLEY and Mexecution 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 wo and Three, and what are true to the best of	of Covenants, Co, having been of their knowledge	nowledged the Conditions and
	Carhen'ng Notary Public-Sign	1001	SW
Residence County: MARLON	Printed Printed	E BORKOW	SKI
My Commission Expires 3-10-68			

Foxchase

(Relating to Leasi	ing & Other Rental Restrictions)
(owner's signature)	
(owner's signature)	(owner's signature)
(printed)	(printed)
8188 Fox CHASE Co. (street address)	
STATE OF INDIANA) COUNTY OF MARION)	
Before me, a Notary Public, in and BRANDON GENTRY and 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.
	Catherine Borkewshis Notary Public-Signature CATHERINE BORKOWSKI
Residence County: Mak ton	Printed BOKKOWSKI
My Commission Expires 3-10-08	

Foxchase

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- Kam Worl	Esther & W	Jorl
(owner's signature)	(owner's signature)	
LAREN WORL	ESTHER GW	oRh
(printed)	(printed)	
9/182 FoxelyAGE GRO	E 84	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and WAREN & ESTHER WORLD	for said County and State, personally, who ac	appeared knowledged the
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	May of AUGUST, 2003	
	Calhanne Borke	wsw
4	Notary PublicSignature	
Residence County: MARION	CATHERINE BORKE	WSK/
	Printed	
My Commission Expires 3-10-08		1

Foxchase

Charles Will	
(owner's signature)	(owner's signature)
DOUGHS M. SLOAL	
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MANON)	ı
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, in are true to the best of their knowledge and belief. 27/L day of AUSUST, 2003.
	Notary Public-Signature
Residence County: MARION	Printed Printed
My Commission Expires $3/9/08$	

Foxchase

Matter a Kenno	_	met De	Grathan
(owner's signature)		(owner's signature)
(printed)	_ AN	(printed)	AEAT HOUSE
8150 Foxchase Cin (street address)	cle	(Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION)			
Before me, a Notary Public, in an WALTER A KENYON 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	ANNET DO O Amended Declar Two and Three, and In are true to the be	ation of Covenants, and who, having been st of their knowledge	knowledged the Conditions and duly swom.
		ine Barkon	shi)
Residence County: MARION	Notary Public— ATHE I Printed	-Signature RINE BOKKOO	wsky
My Commission Expires 3-10-08			

Foxchase

Amendment Esta (Relating to Leasin	blishing a New Article XVIII g & Other Restal Restrictions)
(street address)	(owner's signature) (printed)
STATE OF INDIANA) COUNTY OF MARION	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	Catherine Box kowshis
Residence County: MARION	Notary PublicSignature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing	a New Article XVIII	
(Relating to Leasing & Oth	er Rental Restrictions)	
(owner's signature)	(owner's signature)	
- Tim Lina		
(printed)	(printed)	
8148 Foxchace Circle	91	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF Marion		
COUNTY OF THAT OF		
Before me, a Notary Public, in and for said (County and State, personally	appeared
execution of the foregoing Amendment to Amended	Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, Two and T	hree, and who, having been	duly sworn,
stated that the statements contained herein are true to Subscribed and sworn to before me this 29 day of	o the pest of their knowledge	e and belief.
<u># / uu) (</u>	, 2003.	
	20 1/1	
<i>Chym</i> Notary	Mais Mass Public-Signature MAN'E Colon	14
Pagidanas Courte Magaza	made Pla	1000
Residence County: Manuar Printed My Commission Expires 41.3, 2006	HANE CONY	HEOVO
Manual 4122 118		
My Commission Expires 21.5 alor		
OFFICIAL SEAL ANNI MARIE COLLANGORO		
BURG OF RECIVANA My Commit. Bigdings Fig. 3, 2008		

Foxchase

1 Chris Chron		
(owner's signature)	(owner's signature)	
Umi Cho	212	
(printed)	(printed)	
8138 Fox Chase	Circle 92	
(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 app	
execution of the foregoing Amendment to	Amended Declaration of Covenants, Con-	ditions and
Restrictions for Foxchase, Sections One, T stated that the statements contained herein		
Subscribed and sworn to before me this _ [a ochei.
	Catherine Borkow Notary Public-Signature	sho
Residence County: MARLON	CATHERINE BORKOWS	k.
My Commission Expires 3-10-08		1

Foxchase

_ Q Dail Law	Karhles A. P.	
(owner's signature)	(owner's signature)	
I. David Paris	Kathleen H. Pills	
(printed)	(printed)	
2130 Foxchase Circle	93	
(street address)	(Lot No.) (Section N	lo .)
STATE OF INDIANA) COUNTY OF Marian Before me, a Notary Public, in and for so Which Marian and Marian	aid County and State, personally appeared	
	THE HOLLIO WINDEROU L	he
execution of the foregoing Amendment to Amer	nded Declaration of Covenants, Conditions ar	nd
Restrictions for Foxchase, Sections One, Two a stated that the statements contained herein are to	nd Inree, and who, having been duly sworn, ue to the best of their knowledge and belief	
Subscribed and sworn to before me this 78 the	lay of familiary, 2009	
No.	Jay Jeonne Price	
Residence County: <u>Mucon</u> Pri	Jay Yvonus PRICE	
My Commission Expires 3/4/08		

Foxchase

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

Tosta 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	
Before me, a Notary Public, in and	for said County and State, personally appeared
Restrictions for Foxchase, Sections One, 19	, 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 406057, 2003.
	Notary Public-Signature
Residence County:	
~ 	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion

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)	
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. 27 day of, 2003.
	A Thomas Museuph 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

Eichon DMithurd W	
(owner's signature)	(owner's signature)
(ówner's signature) RICHARD T. MEDANIEC (printed)	
(printed)	(printed)
ST24 FOXCHASE CIRCLE (street address)	
STATE OF INDIANA) COUNTY OF MARION)	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tw	or said County and State, personally appeared, who acknowledged the amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, re true to the best of their knowledge and belief. day of AUSUST, 2003.
	Notary Substant Signature Soy VONNE PRICE
Residence County: MARION	Printed POUNE PRICE
My Commission Expires 3/9/08	

Foxchase

(Relating to Leasing & Other Rental Restrictions)		
Ray Corley	Sandra Cortes	
(owner's signature)	(owner's signature)	
May (orle]	SANDRA J CORTEZ	
(printed)	(printed)	
\$120 Fox chase	CIR 97	
(street address)	(Lot No.) (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 ANDRA T CORTE C, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworm, are true to the best of their knowledge and belief. Aday of SEPTEMBER, 2003 Cathlevine Boukeasta	
	Notary PublicSignature	
Residence County: MAKION	COTHERINE BORKOWSKI	
My Commission Expires 3-10-08		

Foxchase

(Relating to Leas	stablishing a New Article XVIII sing & Other Rental Restrictions)
(owner's signature)	(owner's signature)
(printed) 818 Toxchas	(printed) 3 (printed)
(street address) STATE OF INDIANA	(Lot No.) (Section No.)
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One.	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.
	Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-04	

Foxchase

(Relating to Leasing	ig & Other Rental Restrictions)	
Ciral trees		
(owner's signature)	(owner's signature	e)
Cindy K. Reed		•
(printed)	(printed)	
8156 Talliho Dr.	99	3
(street address)	(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 2	Amended Declaration of Covenants, wo and Three, and who, having been are true to the best of their knowled.	cknowledged the Conditions and duly sworn.
	Wathevine Boyko Notary Public-Signature	wshi
Residence County: MAKION	CATHERINE BORK	idoski
My Commission Expires 3-10-08	2 111100	

Foxchase

June A Just	
(owner's signature)	(owner's signature)
Jone D. Feich	
(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
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief
	Notary Public Signature
Residence County: MARION	Printed Jay YVONNE PRICE
My Commission Expires 3/9/08	, , , , , , , , , , , , , , , , , , , ,

Foxchase

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

(Relating to Leasing & Other Rental Restrictions)		
Manda Jerry		
(owner signature)	(owner's signature)	
WANDA J. TERRY	<u>Y</u>	
(printed)	(printed)	
SIGH Tallihan In (street address)	$\frac{101}{\text{(Lot No.)}} \frac{3}{\text{(Section No.)}}$	
STATE OF INDIANA) COUNTY Of Marion		
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 1	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.	
	Notary Public-Signature	
Residence County Marion	CATHERINE BOLKOWSKU Printed	
MUCOMMINIST : 3-10-00		

My Commission Expires 5-10-08

Foxchase

Georgia Maag		
(owner)s signature)	(owner's signature)	· · · · · · · · · · · · · · · · · · ·
GEORGIA KRAAS		
(printed)	(printed)	
8166 TALLIHO	/02	3
(street address)	/02 (Lot No.)	Section No.)
STATE OF INDIANA		
COUNTY OF MARION		
Before me, a Notary Public, in and	for said County and State, personally app	eared
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, Con wo and Three, and who, having been dul are true to the best of their knowledge and	ditions and v sworn.
	Notary Pholic-Signature Soy Vouve Printed	
Residence County: MAKION	Printed Soy YVONNE PRICE	
My Commission Expires 3/9/08		

Foxchase

Catherine borkowshi (owner's signature)	Chul Bl	_k
_	(owner's signature)	
CATHERINE BORKOWSKI	CHERYC PLAN	c K
8/73 (printed)	(printed)	
(street address)	105	~~
(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
execution of the foregoing Amendment to Amendo Restrictions for Foxchase, Sections One, Two and stated that the statements contained herein are true Subscribed and sworn to before me this 31 day	ed Declaration of Covenants, (Three, and who, having been to the best of their knowledge	Conditions and duly sworn, and belief.
	amanth L Way y Public-Signature	
Residence County: Hamil By Expires: Expires: Author County Printe	amantha L. War	/
My Commission Expires XV 3.08 (F)		

Foxchase

Gatherine Borkarshi		
(owner's signature)	(owner's signature)	
CATHERINE BORKOWSEI		
(printed)	(printed)	
8169 FOXCHASE CIRCLE	107	<u>5</u>
(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
evection of the totesoing Amendment to	Amended Declaration of Covenants (Conditions and
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been	duly sworn
stated that the statements contained herein Subscribed and sworn to before me this 2	are true to the heat of their limes. Indeed	and belief.
	(a) 01 <u>47/1944-707</u> , 201 24	
	Jay fronne Price	_
	Notary Public-Signature	
Residence County: Militar	Joy YIONNE PRICE	
	Printed	
My Commission Expires 3/9/08		

Foxchase

(Relating to Leasing & Other Rental Restrictions)	
(owner's signature)	Kathuyu E. Metell (owner's signature)
ALEX F. MARTELL (printed)	KATHRYN E. MARTELL (printed)
8/67 FOXCHASE CIRC (street address)	(Lot No.) (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 Kin Martell, 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. Aday of Martell 2003.
	Deres Llosgrone Notary Public-Signature
Residence County: Whin	Printed Cosgrone
My Commission Expires 7-607	

Foxchase

Spenlyn L. Klein	
(owner's signature)	(owner's signature)
Sherilyn L. Klein	
(printed)	(printed)
8139 Foxchose Circle	109 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF	
(\) Jheri/VN h. K/e/n and	r said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to An	nended Declaration of Covenants, Conditions and
Resurctions 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 25th	day of <u>Hugust</u> , 2003.
Ī	Atter A. Settel Notary Public Signature
Residence County: Marion	Betty J. Hertel
My Commission Expires 9/4/2010	

Foxchase

J	 ,
Dona M. Menda	
Jona M. Meadow (owner's signature)	(owner's signature)
Donna M. Meadow : (printed)	(owner s signature)
(printed)	5
	<u> </u>
8737 Foxchase Circle (street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MAKION	
	d for said County and State, personally appeared, who acknowledged the
Additional for Toxonase, Sections One	Wo and Three and who have a beauty
Subscribed and sworn to before me this	1 are true to the best of their law and the same and the
	Catherine Bockowship Notary Public-Signature
Residence County: MARLOW	CATHERNE BORKOWSKI
My Commission Expires 3-10-08	



Inst. No. <u>1984-46519</u> Inst. No. <u>1984-87404</u>

Inst. No. 1998-0117189



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

Signification of the state of t

08/23/07 03:42PM JULIE L VOORHIES MARION CTY RECORDER JNV 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

•	• /
P. O. O. O.	0.0
russell jud	
(owner's signature)	(owner's signature)
Kussell L Third	
(printed)	(printed)
8U53 FOX Charl	
(street address)	(Lot No.)
STATE OF INDIANA)	
COLDITY OF COLDINA	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared
AUSSELL SUDD	, who acknowledged the execution
Foxchase Section One and who having be	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 h	belief. Subscribed and sworn to before me this 27 Kday
of <u>AUGUST</u> , 2003.	
	Notary Public-Signature Joy WONNE PRICE
	Notary PablieSignature
Residence County: MARION	Joy YVANNE PRICE
	Printed
My Commission Expires 3/9/08	
	APPROVED THIS 20+L
	DAY OF August 20 07
	LAWRENCE TOWNSHIP ASSESSOR
	DRAFTSMAN

Foxchase Section One

Maidyun S. Harming (owner's signature)	,
(owner's signature)	(owner's signature)
Kathpyn S. Hugarn	(printed)
	2
8063 For chose: De	
(street address)	(Lot No.)
STATE OF INDIANA)	
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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 13 day
	Notary Public-Signature
Residence County: Macion	Holly Overby Printed
My Commission Expires 12/8/2010	

Foxchase Section One

1) cary Fle Gold	ch
(owner's signature)	(owner's signature)
Manay Hubbard	
(printed)	(printed)
807) Torchase Sr	
(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 Foxchase, Section One and who, having b	Declaration of Covenants, Conditions and Restrictions for een duly sworn, stated that the statements contained herein
are true to the best of their knowledge and of <u>AUGUST</u> , 2003.	belief. Subscribed and sworn to before me this <u>27/k</u> day
	Jy ponne Price
	Notary Dublic Signature
Residence County: MARION	JOY YVONNE
	Printed /
My Commission Expires 3/9/08	

Foxchase Section One

(Xloham	
(owner's signature)	(owner's signature)
RAYMON'D ROHAWA (printed)	(printed)
(street address)	(Lot No.)
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended Forchase Section One and who having h	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
	CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

Tamelor to tection	
(owner's signature)	(owner's signature)
PAMELA JO BECKMAN	
(printed)	(printed)
8107 FOXCHASE Dr.	<u> </u>
(street address)	(Lot No.)
of the foregoing Amendment to Amended Foxchase, Section One and who, having the	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
<i>(</i> · <i>v)</i>	Notary Public-Signature
Residence County: Your	Joy YVONNE PRICE Printed
My Commission Expires 3/9/08	

SIGNATURE PAGE Foxchase Section One

Muzinia M Mitchell (owner's signature)	
(owner's signature)	(owner's signature)
VIRGINIA M. MITCHE (printed)	(printed)
8/3/ FOXCHASE DR. (street address)	(Lot No.)
STATE OF INDIANA) COUNTY OF MALION	
Before me, a Notary Public, in and VIRGINIA MITCHELL of the foregoing Amendment to Amended Foxchase, Section One and who, having b	for said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for even duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this day Catherine Borkowski Notary Public-Signature Lather INE Borkowski
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

Janet L. Guetrelge	
(owner's signature)	(owner's signature)
JANET L. GUTHRIDGE (printed)	(printed)
8123 Fox Chare Dy. (street address)	10 (Lot No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and JANET L. GUTHR IDGE	d for said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended Foxchase, Section One and who, having	d Declaration of Covenants, Conditions and Restrictions for been duly sworn, stated that the statements contained herein d belief. Subscribed and sworn to before me this 27 kday
	Notary Public-Signature Lay YVONNE PRICE
Residence County: MARION	Joy YVONNE PRICE Printed
My Commission Expires $\frac{3/9/08}{}$	

Foxchase Section One

Onthony Burn	Lorun M. Burns
(owner's signature)	(owner's signature)
Anthony A. Burns (printed)	LOREEN IN BURNS (printed)
8112 Talliho Dr. (street address)	/ / (Lot No.)
of the foregoing Amendment to Amended I Foxchase, Section One and who, having been	For said County and State, personally appeared Notary Public-Signature Notary Public-Signature Notary Public-Signature Notary Public-Signature Notary Public-Signature Personally appeared Who acknowledged the execution of the execution and Restrictions for execution and Restrictions for execution and successful the execution of the execut
Residence County: Malion	Karonna Smith
My Commission Expires 9-29-06	

Foxchase Section One

(owner's signature)	(owner's signature)
O. KESLIE NEW (printed)	(printed)
(street address)	<u> </u>
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
1 1	Catherine Borlewship Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

0 1 1 0 1	
Culot Coled	
(owner's signature)	(owner's signature)
CARLA K. ELEY	
(printed)	(printed)
8111 Tallitto Wh.	
(street address)	(Lot No.)
STATE OF INDIÁNA)	
COUNTY OF MARION	
COUNTY OF IVERTION	
Before me, a Notary Public, in and fo	r said County and State, personally appeared
of the foregoing Amendment to Amended Do	, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
Foxchase, Section One and who, having been	n duly sworn, stated that the statements contained herein
are true to the best of their knowledge and be	elief. Subscribed and swom to before me this 17 day
of SEPTEMBER, 2004	
•	Colleges Barbon ACS
	Notary PublicSignature
4.4	Notary Public-Signature CATHERINE BERKOWSKI
Residence County: MAKION	Printed Printed
	Filmed
My Commission Expires 3-10-08	

Foxchase Section One

(110,000	b to me o temperatory
Consul Heal	
(owner's signature)	(owner's signature)
DANNA M. KORAK	
(printed)	(printed)
8113 Talliho Dr.	<u>14</u>
(street address)	(Lot No.)
	for said County and State, personally appeared
Foxchase, Section One and who, having be	, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for een duly swom, stated that the statements contained herein belief. Subscribed and swom to before me this 16th day
	Catherine Parkowstw Notary Public-Signature
Residence County: MARION	Notary PublicSignature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

SIGNATURE PAGE Foxchase Section One

Before me, a Notary Public, in and for said County and State, personally appeared STEPHANIE PAPPAS , 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 22 day of AUGUST, 2004. Catherine Borkowski Notary PublicSignature Residence County: MAKION CATHERINE BORKOWSKI Printed	Stad Paix	
STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared STEP HANIE PAPPAS , 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 22 day of ANGUST , 2004. Catherine Borkowsky Residence County: MARION CATHERINE BORKOWSKY Printed	(owner's signatyre)	(owner's signature)
STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared STEPHANIE PAPPAS , 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 22 day of MUGUST Notary Public-Signature Residence County: MARION CATHERINE BORKOUSKI Printed	Styph and of agen	•
Before me, a Notary Public, in and for said County and State, personally appeared STEPHANIE PAPPAS , 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 22 day of AUGUST , 2004. Residence County: MAKION CATHERINE BORKOUSKI Printed	(street address)	15 (Lot No.)
, 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 22 day of AUGUST, 2004. Catherine Bookwash Notary Public-Signature Residence County: MAKION CATHERINE BOOKWASKI Printed	STATE OF INDIANA) COUNTY OF MARION	• .
Printed	of the foregoing Amendment to Amended Foxchase, Section One and who, having be are true to the best of their knowledge and	, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for the duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 22 day
	Residence County: MAKION My Commission Expires 3-10-08	Notary PublicSignature CATHERINE BORKOUSKY Printed

Foxchase Section One

Illian For	
(owner's signature)	(owner's signature)
Jo Ann Fox	
	(printed)
(printed) 8127 Talliho Dr	,
(street address)	(Lot No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and the South Fox	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.	senci. Subscribed and sworn to before the tins 27 72 day
	by Jenne Price
	Notary Public Signature
Residence County: MARION	Notary Public Signature Soy Yvonne Price
	Printed
My Commission Expires 3/9/08	

Foxchase Section One

	(Incincin	ig to stonic Occupations)
<	tate Day	
	(owner's signature)	(owner's signature)
	PATRICK R SWOER	
	(printed)	(printed)
	1162 FOXCHASE DR (street address)	
	STATE OF INDIANA)	
	COUNTY OF MARION	
	Before me, a Notary Public, in and PATRICIA R SAYDER 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 day
	Residence County: MARION	Catherine Borkaushi Notary Public-Signature CATHERINE BORKAWSKI Printed
	My Commission Expires 3-10-08	

Foxchase Section One

CollegaBaker	
(owner's signature)	(owner's signature)
COLLEEN BAKER (printed)	
(printed)	(printed)
8160 Foschuse Or (street address)	(Lot No.)
(street address)	(Lot No.)
STATE OF INDIANA)	
COUNTY OF MARKON	
/ I	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, have	ving been duly sworn, stated that the statements contained hereinge and belief. Subscribed and sworn to before me this 26th day
of August, 2003.	
	Mana L. Llenney Notary Public-Signature
Residence County:	
	Printed
My Commission Expires	DIANA L DENNEY NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. FEB. 18,2007

Foxchase Section One

Amendment to Article XV. Section 9

(Relating	g to Home Occupations)
Derren Gerly	
(owner's signature)	(owner's signature)
(owner's signature)	
(printed)	(printed)
8157 Fox G	hase or 21
(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
of the foregoing Amendment to Amended I	, 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/4_ day
of TULY ,2003. 2007	denote. Subscribed and sworm to before the this 17 day
,) ,	Washevine Berkersly Notary Public-Signature CATHERINE BERKOWSKY
Residence County: MARION	Printed Benkowsky
My Commission Expires 3-10-01	

Foxchase Section One
Amendment to Article XV, Section 9

	g to Home Occupations)
(owner's signature) SRUE MUSRATNEY (printed) 8144 Foxcutase Ari	Mury (. M. Bratny (owner's signature)
8144 FOXCHACE DRI	VE 22
(street address)	<u>ZZ</u> (Lot No.)
of the foregoing Amendment to Amended I Foxchase, Section One and who, having be	For said County and State, personally appeared Mc Brothey, 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 Notary Public-Signature ANDREA M. DAVIS
Residence County: MUNDY	ANDREA M. DAVIS COMMISSION EXPIRES: 1-24-10 Printed COUNTY OF RESIDENCE: MARION
My Commission Expires 12410	

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Foxchase Section One

New Logical Stand	(awner's signature)
NANCY L. LLOYI) (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 T. C. LLOYD, 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 27 K day
	Notary Public Signature Soy YVONNE PRICE
Residence County: MARION	Joy YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase Section One

Susanne M. M.	es-
(outrar's signature)	(arrear's signature)
Susanne M. Ness (printed)	
(printed)	(printed)
8134 Fox Chase D	Dn 24
(street address)	(Lot No.)
SUSANNE M. NESS of the foregoing Amendment to Amended D Foxchase, Section One and who, having bee are true to the best of their knowledge and b	or said County and State, personally appeared, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for n duly sworn, stated that the statements contained herein elief. Subscribed and sworn to before me this 27% day
of <u>August</u> , 2003.	,
	Notar Public-Signature
4	Notary Public - Signature
Residence County: MARION	JOY YVONNE PRICE
. ,	rimed /
My Commission Expires $3/9/08$	

SIGNATURE PAGE Foxchase Section One

Howard Lowel Martin	
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTIN	
(printed)	(printed)
8/32 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 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 day
	Catherine Borkowshi Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARWN	Printed BORKOWSKI
My Commission Expires 3-10-08	

Foxchase Section One

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

(ACIACIA)	g to Home Occupations)
(owner's signature)	(owner's signature)
GRACE A. FALVE	Y ROBERT H. DILL
(printed) 8116 Fox CHASE DR	(printed) . 26
(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 DUL, 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 20 day
	Calherine Borkowski 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)

(owner's signature)	
(011111 2 218111111)	
JAMES A. WHELCO	HEL
(printed)	(prince)
(street address)	$= \frac{\mathcal{OR}}{(\text{Lot No.})}$
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 been duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 31 day
	Catherine Borkowshi Notary Public-Signature
Residence County: MARION	Notary PublicSignature CATHERINE BORKOWS.KI Printed
My Commission Expires 3-10-08	

SIGNATURE PAGE Foxchase Section One dment to Article XV, Se

	nt to Article XV, Section 9
(Relating	g to Home Occupations)
(owner's signature)	Seature L.D. Coll (owner's signature) Beature L.D. Coll
(printed)	(printed)
(street address)	(Lot No.)
STATE OF INDIANA) COUNTY OF MARION)	
of the foregoing Amendment to Amended D. Foxchase, Section One and who, having bee	for said County and State, personally appeared CORK 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 27/K day
	Notary Public Signature Soy YVONNE PRICE Printed
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

Foxchase Section One

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

I mal / 4	ig to Home Occupations,
(owner's signature)	(owner's signature)
Donn M Hoty	
(printed)	(printed)
8072 Forchse Dr Indels IN (street address)	46256 <u>30</u> (Lot No.)
STATE OF INDIANA) COUNTY OF MAKION	
COUNTY OF IVIAK ION	
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 31 day
	Catherine Borkewsler Notary Public-Signature
Residence County: MARION	CATHERINE BURKOWSKI
My Commission Expires 3-10-08	

Foxchase Section One

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

Diano Philling	
(owner's signature)	(owner's signature)
Jiane Phillips	
(printed)	(printed)
8070 Fox Chase Dr	. <u>031</u> (Lot No.)
(street address)	(Lot No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Diane Phillips	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
of AUGUST, 2003.	belief. Subscribed and sworn to before me this <u>2714</u> day
, 2003.	
	Notaty Public-Signature Loy YVONNE PRICE Drinted
	Notacy Public-Signature
Residence County: MARION	JOY YVONNE PRICE
	Printed /
My Commission Expires 3/9/08	



AUG 2 0 2007

Cross-References:

16:84-87401

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

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98/23/07 03:42PH JULIE & VOORHIES MARION CTY RECORDER JNV 204.00 PAGES: 94

Inst # 2007-0124231

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.

- Definitions. 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

Runell (Wold	
(owner's signature)	(owner's signature)
Russell & Judd	
(printed)	(printed)
8U53 FOX charl	<u> </u>
(street address)	(Lot No.) (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
Foxchase Sections One. Two and Three an	d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature Joy YVONNE PRICE
	Notary PublicSignature
Residence County: MARION	Printed PRICE
My Commission Expires 3/9/08	
	APPROVED THIS 2011
	DAY OF August 20 07
	LAWRENCE TOWNSHIP ASSESSOR
	3 2 Le DRAFTSMAN

Foxchase

James & Knowles- (owner's signature)	
	(owner's signature)
JAMES-KNOWLES (printed)	
(printed)	(printed)
8055 foxehase Dr	- 2
(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 of knowledge and belief. Subscribed and sworn to before me ** ** ** ** ** ** ** ** **
Residence County: 3-10-08	CATHERINE BORKOWSKY Printed
My Commission Expires MARION	DATES 33 UT OF THE PER JOB PER
	ADMINISTRA!

Foxchase

Kathrens & Durank (owner's signature)	(owner's signature)
Kathinga S. Huening (printed)	(printed)
(street address)	$\frac{3}{\text{(Lot No.)}} \qquad \frac{1}{\text{(Section No.)}}$
STATE OF INDIANA) COUNTY OF \(\frac{\frac{1}{1}}{1} \)	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared COLOR, 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 Heelen	<u>e_</u>
(owner's signature)	(owner's signature)
(printed)	
(printed)	(printed)
8077 FoxchasE DV	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
NONAL HUDBART	or said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended D Foxchase Sections One. Two and Three and	Declaration 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
	Notary Public-Signature Joy Yvonne Price Private
	Notary Public-Signature
Residence County: MARION	JOY YVONNE PRICE
<u> </u>	Printed
My Commission Expires 3/9/08	

Foxchase

RRober.	
(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 For chase Sections One. Two and Three at	for said County and State, personally appeared , 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 me
	Catherine Barlaustu Notary Public-Signature
Residence County: MARION	Notary Public-Signature CATHER INK BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

· · ·	
Jan Jan San San San San San San San San San S	
Tamelo Deckmen	
(owner's signature)	(owner's signature)
PAMELA JO BECKMAS	
(printed)	(printed)
8107 FOXCHASE DR	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
, ,)	
COUNTY OF Marin	
Before me, a Notary Public, in and fo	or said County and State, personally appeared
Yamila Da Delman	, who acknowledged the execution
of the foregoing Amendment to Amended De	eclaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three and	l who, having been duly sworn, stated that the statements
contained herein are true to the best of their l	knowledge and belief. Subscribed and sworn to before m
this 18th day of January, 2003	_
	Notary Public-Signature
	Notary PublicSignature
Residence County: Ynatuoru	JOY YVOUNE PRICE
-	Printed
My Commission Expires 3/9/08	
IMA CONTINUESION EXPINES ~/ //V	

Foxchase

Winima M. Mitchell		
(owner's signature)	(owner's signature)	
VIRGINIA M. M. TICHEH	(mintod)	+
(printed)	(printed)	
8/21 FOXCHASE DR.	9 1	
(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		ons for ements
	Carnerine Borkowship Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

Foxchase

Court & Southerdain		
(owner's signature)	(owner's signature)	
JAUFT L. GUTANDGF (printed)	(printed)	
(printed)	(6	1
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MARION		
of the foregoing Amendment to Amender Foxchase, Sections One, Two and Three	nd for said County and State, personally ap , who acknowled and Declaration of Covenants, Conditions at and who, having been duly sworn, stated heir knowledge and belief. Subscribed and 03.	dged the execut nd Restrictions that the stateme
	\sim $^{\prime}$,
Residence County: MARION	Notary Public-Signature Say YVONNE PRICE Printed	
My Commission Expires 3/9/08		

Foxchase

Onthery Sum (owner's signature)	(owner's signature)
Anthony A. Buns (printed)	LOREEN M. BURNS (printed)
8112 Talliho Di. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF Wagon Before me, a Notary Public, in and	for said County and State, personally appeared
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three ar	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 rest.
	Notary PublicSignature
Residence County: Malia	Karona Smith Printed
My Commission Expires 9 - 29 - 06	

Foxchase

(John Signature)	(owner's signature)
9. LESAIE NECL (printed)	(printed)
(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	bor said County and State, personally appeared Lycu, who acknowledged the execution Declaration 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
	Catherine Barkausho Notary Public-Signature
Residence County: MAKION	Printed Printed
My Commission Expires 3-10-04	1

Foxchase

1 1-1/801.		1
(owner's signature)	(owner's signature)	+
CARLA K. FLEY	,	
(printed)	(printed)	- -
8111 TA/1, HO DK.		i Š
(street address)	(Lot No.) (Section No.)	o.)
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and f	For said County and State, personally appeared, who acknowledged the ex	ecution
of the foregoing Amendment to Amended I. Foxchase, Sections One, Two and Three and contained herein are true to the best of their	Declaration of Covenants, Conditions and Restricti d who, having been duly sworn, stated that the state knowledge and belief. Subscribed and sworn to be	ons for tements
this 17 day of SENTEMBER, 2002		
·	You Howe Borkowsko Notary Public-Signature	
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSK / Printed	
My Commission Expires 3-10-08		

Foxchase

Sanuff Foul		
(owner's signature)	(owner's signature)	
DANNA M. KORAK		
(printed)	(printed)	
8113 Talliho Dr.		
(street address)	(Lot No.)	(Section No.)
	for said County and State, personally ap	
DANNA KORAK	, who acknowle	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of the	nd who, having been duly sworn, stated	that the statements
contained herein are true to the best of the this Jerhay of August, 200	4	
	Cottherine Borlines Notary Public-Signature Cottherine Borkou	<u>sw</u>
Residence County: MARION	CATHERINE BORKOW	SR1
My Commission Expires 3-10-08		

Foxchase

\mathcal{O}		
(owner's signature)	(owner's signature)	
Stephanie Pages		
(printed)	(printed)	
(street address)	$\frac{15}{\text{(Lot No.)}}$	(Section No.)
STATE OF INDIANA) COUNTY OF _MARION)		
Before me, a Notary Public, in and STEPHANIE PAPPAS of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of the	nd who, having been duly sworn, stat	vledged the execution s and Restrictions for ed that the statements
this 22 day of August, 2009	† Catherine Bovlow	SUD
Residence County: MARION	Notary Public-Signature ATHERINE BOAK Printed	owsky
My Commission Expires 3-10-08		

Foxchase

On Committee Stray	
(owner's signature)	(owner's signature)
JoAnn Fox	
(printed)	(printed)
(printed) 8127 Jalliho Dn.	(Lot No.) (Section No.)
(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
	Declaration of Covenants, Conditions and Restrictions for
	and who, having been duly sworn, stated that the statements
this 27% day of $AUGUST$, 2001	ir knowledge and belief. Subscribed and sworn to before me 3.
	Notary Mablic La Signature Soy YVONNE PRICE
	Notary Public-Signature
Residence County: MARION	JOY YVONNE PRICE
<u> </u>	Printed
My Commission Expires 3/9/08	

Foxchase

Fale R Dm		
(owner's signature)	(owner's signature)	
PATRICK R SNYDER		
(printed)	(printed)	1
8162 FOXCHASE DR		(Section No.)
(street address)	(Lot 140.)	Section 140.7
STATE OF INDIANA) COUNTY OF MAKION		
Before me, a Notary Public, in and for PATRICK R SNY DER of the foregoing Amendment to Amended Dec Foxchase, Sections One, Two and Three and v contained herein are true to the best of their kn this day of	who acknowled laration of Covenants, Conditions are who, having been duly sworn, stated	lged the execution and Restrictions for that the statements
<u>(</u>	Batherine Barkon Hotary Public-Signature CATHERINE BORKON	sho
Residence County: MARION P	CATHERINE BORKOL	wsk.1
My Commission Expires 3-10-08		

Foxchase

CollinBakar	
(owner's signature)	(owner's signature)
(printed) BAILER	(printed)
9160 Forchase Dr. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
OSTLEEN BAKER of the foregoing Amendment to	
	Notary Public-Signature
Residence County:	Printed
My Commission Expires	DIANA L DENNEY NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. FEB. 18,2007

Foxchase

Amendment to Article XVII, Section 4

(Relating to Amendment Approval Procedure)			
Sprin Sterk			
(owner's signature)	(owner's signature)		
SISO Jox Chase (street address)	(printed) Z (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		
	Notary Public-Signature		
Residence County: MARION	CATHERINE BORKOWSKI Printed		
My Commission Expires 3-10-08			

Foxchase

N A	,
Mundy	May C. Jo Briting
(owner's signature)	(owder's signature)
Bruce MilsRATINEY	MARY (ME BRATNEY
(printed)	(printed)
8144 FOXCHASE Dr	
(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
F) Y'Ull Mc Mystry + I'lly	Mc Product, who acknowledged the execution declaration of Covenants, Conditions and Restrictions for
Forchase Sections One Two and Three and	d 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 2-7 day of August, 2003.	
9	
	(Midu M. Jana)
	Notary PublicSignature
1111 - 5.	ANDREA M. DAVIS
Residence County: May 10 V	ANDREAM, DATE ANDREAM, DATE COMMISSION EXPIRES: 1-24-10 Printed COUNTY OF RESIDENCE, MARION COUNTY OF RESIDENCE, MARION
	Printed COUNTY OF RESIDENCE.
My Commission Expires //24//D	

Foxchase

Marcy & Slayd (owner's signature)		owner's signature)	fund
NANCY L. LLOY) (printed)	. Le	printed)	1040
8/42 For Chase Or (street address)		<u>23</u> (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION)			
Before me, a Notary Public, in and a 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 27kday of AUGUST, 2003	Declaration of Cond who, having be removed and be	y, who acknow venants, Condition en duly sworn, stat	vledged the execution s and Restrictions for ed that the statements
	Notary Public	Signature YVONNE PRICE	<u>w</u>
Residence County: MARION	Joy Printed	YVONNE PRICE	<u>E</u>
My Commission Expires 3/9/08			

Foxchase

Susame M. New	$\boldsymbol{\nu}$
(owner's signature)	(owner's signature)
Susanne M Ness	
(printed)	(printed)
8134 Fox Chase Dr (street address)	24
(street address)	(Lot No.) (Section No.)
GT ATT OF THE ANA	
STATE OF INDIANA)	
COUNTY OF MARION	
of the foregoing Amendment to Amended Dec Foxchase, Sections One, Two and Three and v contained herein are true to the best of their kr this <u>27 k</u> day of <u>AUGUST</u> , 2003.	said County and State, personally appeared who acknowledged the execution elaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements howledge and belief. Subscribed and sworn to before me source for the statement of the stat
Residence County: MARIOI)	rinted YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase

Have I Land Martin	
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTEN (printed)	(printed)
8/32 FIXC HASE DR (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
Before me, a Notary Public, in and for the foregoing Amendment to Amended D. Foychase, Sections One, Two and Three and	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 Berliewshing Notary Public-Signature CATHERINE BERKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(owner's signature)	(owner's signature)
GRACE A. FALVEY (printed)	ROBERT H. DILL (printed)
8/16 Fox C/405 1= PR (street address)	
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three are	Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements throwledge and belief. Subscribed and sworn to before me
Residence County: MARION	Printed PORKOWSKI
My Commission Expires 3 10-08	

Foxchase

James & Whelchel	<i></i>	
(owner's signature)	(owner's signature)	
JAMES A. WHELCHE	(printed)	
(printed) 8114 FOX CHASE L (street address)	<u>2.7</u> (Lot No.) (Section No.)	-
of the foregoing Amendment to Amended D	For said County and State, personally appeared, who acknowledged the executive conditions and Restrictions for the county of the county	IOI.
contained herein are true to the best of their this 31 day of MARCH, 2007.	knowledge and belief. Subscribed and sworn to before	e me
	Notary Public-Signature CATHELINE BORKENTER	
Residence County: MARCH	Printed Porkersky	
My Commission Expires 3-10-01		

Foxchase

(Relating to A	(Relating to Amendment Approval Procedure)		
	Sialace 200	Col	
(owner's signature)	(owner's signature)		
Cato K. Cork	Beatrice L.D.C	OCK	
(printed)	(printed)		
8/02 Foxchase Drive			
(street address)	(Lot No.)	(Section No.)	
Of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three at	Declaration of Covenants, Conditions and who, having been duly sworn, stated	edged the execution and Restrictions for I that the statements	
contained herein are true to the best of the this 27th day of AUGUST, 2003	it knowledge and benef. Subscribed an 3.	id swom to before me	
	Notary Public Signature Loy YVONNE PRIC	uce	
Residence County: MARION	Printed Printed	٤	
My Commission Expires 3/9/08			

Foxchase

Donna M Doty	
(owner's signature)	(owner's signature)
Donna M Doty	
(printed)	(printed)
8072 Foxdresse Dr 46226	
(street address)	(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, 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
Residence County: MARION	Printed Porkowski
My Commission Expires 3 10-08	

Foxchase

Viano Phillip	
(owner's signature)	(owner's signature)
Diane Phillips	
(printed)	(printed)
(printed) 8070 Fox Chase Di	03)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
Before me, a Notary Public, in and for	or said County and State, personally appeared, who acknowledged the execution
Foxchase, Sections One, Two and Three and	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
	Notary Public-Signature
	Notary PublicSignature
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

Foxchase

Carla Madwell	
(owner's signature)	(owner's signature)
Carla Maxwell (printed)	(printed)
8094 Talliho Dr. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MANIBYL	
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 d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Cother ine Borkowship Notary Public-Signature
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 (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARIEN		
Before me, a Notary Public, in and the TANET L. GARRETT 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 1114, 2003.	d who, having been duly sworn, state knowledge and belief. Subscribed a	ledged the execution and Restrictions for ed that the statements
	Notary Public-Signature	
Residence County: MARIEN	Notary Public-Signature <u>VATHERINE BORKE</u> Printed	wsky
My Commission Expires 3-10-08		

Foxchase

Rihard a. f-ager	Jathy a. Loga	n
(owner's signature)	(owner's signature)	
Richard A. Logan (printed)	(printed)	<u> </u>
(street address)	<u>IN 46256</u> 35 (Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MAKION		
Before me, a Notary Public, in and for RICHARD A LIGAN & KATH of the foregoing Amendment to Amended D. Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 19 day of 14(14), 2003.	Declaration of Covenants, Conditions of who, having been duly sworn, stated knowledge and belief. Subscribed at 2007 Callerine Borkerst	edged the execution and Restrictions for a that the statements ad sworn to before me
Residence County: MARION	Notary Public-Signature CAT HERINE BOKKO, Printed	WSK)
My Commission Expires 3-10-08		

Foxchase

(owner's signature)	(owner's signature)
RICHARD K. EGAN (printed)	(printed) Fred Y T, Egan
8016 TALLIHO DRIVE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
Before me, a Notary Public, in and for RICHARD K EGAN Z KVEL of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	For said County and State, personally appeared YNTEGIAN, 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 Borlansin
Residence County: MARION	CATHERINE BERKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Joye Welburger (owner's signature) Caye Wetzelberger (printed) (street address)	(owner's signature) (printed) (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION Before me, a Notary Public, in and for GAYE VETZELBERGER of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and	r 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
	Notary Public-Signature
Residence County: My Commission Expires	Printed P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Which I Trabue	
(owner's signature)	(owner's signature)
Astrid L. TRABU	ϵ
(printed)	(printed)
8052 TALLIHO DR.	40 2
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three are	for said County and State, personally appeared Buck, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements reknowledge and belief. Subscribed and sworn to before medical.
	Notary Public-Signature
Residence County: MARION	Printed BORKOWSKY
My Commission Expires 3-10-08	

Foxchase

- Ja an Fleren	
(Løwner's signature)	(owner's signature)
JOANN FLESEN	
(printed)	(printed)
(street address)	41 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
JO ANN FLESER	or said County and State, personally appeared, who acknowledged the execution
	Declaration of Covenants, Conditions and Restrictions for 1 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 17 day of July , 2008	
(Catherine Borkowski Notary Public-Signature
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(owner's signature) Churles D. Praed (printed) (printed) (street address)	(owner's signature) ARTHAL, RAED (printed) (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 THAL - PRAED, 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 Mussay h. Notary Public-Signature
Residence County: My Commission Expires	Printed P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marlon My Commission Expires Dec. 20, 2009

Foxchase

Amendment to Article XVII, Section 4

(Relating to Amendment Approval Procedure)	
(owner's signature)	(owner's signature) GENE W STEUSS 4
(printed)	(printed)
8032 Tallilio Dr (street address)	<u>43</u> <u>Z</u> (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	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
	Notary Public-Signature
Residence County: MAKION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

DB-111	
(owner's signature)	(owner's signature)
DIANA BEDWELL	
(printed)	(printed)
8022 Jallitto DENTE	$\frac{45}{\text{(Lot No.)}} \geq \frac{2}{\text{(Section No.)}}$
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION) Refere me a Notary Public in and i	for said County and State, personally appeared
DIANA BEDWELL	, who acknowledged the execution
of the foregoing Amendment to Amended I	Declaration 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 best of their	knowledge and belief. Subscribed and sworn to before me
this 17 day of SEPTEMPER 2002	
	Notary Public-Signature CATHERINE BORKOWSK
	C (1) 2 (1) (1)
Residence County: MALION	Printed DORKOWSKI
My Commission Expires 3-10-08	

Foxchase

January (owner's signature)	(owner's signature)
EARBANA LANSON (printed)	Leanne larson (printed)
SOIZ Talliko Dr (street address)	$\frac{47}{\text{(Lot No.)}} \frac{2}{\text{(Section No.)}}$
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 and who, having been duly sworn, stated that the statements re knowledge and belief. Subscribed and sworn to before me Notary PublicSignature
Residence County: Marin	Printed Printed
My Commission Expires 3/9/08	

Foxchase

SPR BL	Muriel K. Xarehow
(owner's signature)	(owner's signature)
Joho R Booking	MURIER K. BREHM
(printed)	(printed)
SOID TAULIED DA	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Forchase Sections One. Two and Three a	I for said County and State, personally appeared to the Execution of Execution of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements for knowledge and belief. Subscribed and sworn to before media. I have the statements of the statement of the statements of the statement of the stateme
Residence County:	
	Printed

SIGNATURE PAGE Foxchase

(owner's signature)	(owner's signature)
Sherman D Hamman (printed)	Barbar a J Hamman (printed)
8023 Tall 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 SHERMAN D. * BARBARA J. H. of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three sections	I for said County and State, personally appeared (Amman), who acknowledged the execution I Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements
this 27th day of AUSUST, 200	
	Notary Public Signature
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

SIGNATURE PAGE \langle

Foxchase

Franklin L. Spec	loman
(owner's signature)	(owner's signature)
Franklin L. Speck	man
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
of the foregoing Amendment to Amende 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 me
	Catherine Borkershi Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

All -	
(owner's signature)	(owner's signature)
(printed)	(printed)
8501 71 00	51
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARIEN	
DOUG SUDAN	and for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amend	led Declaration of Covenants, Conditions and Restrictions for
contained herein are true to the best of this day of day of 2	their knowledge and belief. Subscribed and sworn to before me 003. 2007
	Catherine Barkowshi
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

mile We	
(owner's signature)	(owner's signature)
Michael Ward	
(printed)	(printed)
8033 Talliho Dewe	<u>52</u> <u>2</u>
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	nd 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 heir knowledge and belief. Subscribed and sworn to before me
	Catherine Borkewishi Notary Public-Signature
Residence County: MARION	CATHERINE BORKWOSKI Printed
My Commission Expires 3 10-08	_

Foxchase

By Sul	
(owner's signature)	(owner's signature)
Brad Snodgrass	
(printed)	(printed)
8041 Talliho	53 2
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	Catherine Borkavsho
Residence County: MARICN	Notary PublicSignature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10 O	

Foxchase

Land Share	
(owner's signature)	(owner's signature)
BEVERIL S. GROWN	
(printed)	(printed)
(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	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
Residence County: MARION	Notary Public-Signature ATHER (NE BORKOWSK) Printed
My Commission Expires 3-1008	

Foxchase

Dan Jenes Devalue (owner's signature)		(owner's signature)	
MARY JANE SPENCE (printed) 8049 TALLIHO DRIL	VER	(printed)	<i>2</i>
(street address)		(Lot No.)	(Section No.)
STATE OF INDIANA) COUNTY OF MARION)			
Before me, a Notary Public, in an MARY JANE SPECCEL of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three contained herein are true to the best of the this Z7 day of AUCUST, 20	ed Declaration of Co and who, having be heir knowledge and	, who acknown who acknown who were the condition to the condition when the condition	is and Restrictions for ted that the statements
	P. Jo Notary Public-	mas Musse -Signature	ay).
Residence County:	Printed	Notary Public,	MURRAY, JR. State of Indiana
My Commission Expires	_	My Commission E	of Marion cpires Dec. 20, 2009

Foxchase

Amendment to Article XVII, Section 4 (Relating to Amendment Approval Procedure)

1 Dite Marley	
(pwner's/signature)	(owner's signature)
Betty BARBER	
(printed)	(printed)
8051 / AllIHO DR	56 2 (Sanian No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
,	
COUNTY OF MARION	
P. C. Natara Bublic in and fo	r said County and State, personally appeared , who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
Perchase Sections One Two and Intel and	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
	PThomas Musicay . 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

(owner's signature) BENGUAN (printed) 8043 Tulkiv	(owner's signature) SHN21E GANC (printed) (Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended D	Toy said County and State, personally appeared who acknowledged the execution 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 Notary PublicSignature
Residence County: Marine My Commission Expires 9/10/06	Kalen L. OComer Printed
My Commission expires	

Foxchase

SteBi	Muniel K. Bolow
(owner's signature)	Murie K. Brehm (owner's signature)
John 2 Bzzltma (printed)	MURIEL K. BREHM (printed)
(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 LLKBRHM, 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 me
	Catherine Boulewoster Notary Public-Signature
Residence County: MARIEN	CATHERINE BORKOWSKI Printed
My Commission Expires 3 40 08	

Foxchase

1 m Monke	
(owner's signature)	(owner's signature)
Melissa Roache	
(printed)	(printed)
Soua Talliho Dr. (street address)	(Section No.)
STATE OF INDIANA) COUNTY OF (A 11 on)	
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 my Company and Conditions are considered and sworn to before my Conditions.
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI Printed
My Commission Expires 2-10-08	

Foxchase

Amendment to Article XVII, Section 4 (Relating to Amendment Approval Procedure)

William il force	WILLIAM M HOK
(owner's signature)	(owner's signature)
Carole V. Hin	CAKCLE- V. HON
(printed)	(printed)
SOMITALLIHO DRI (street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
WILLIAM HON & CAROLE HOP	r said County and State, personally appeared , who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three and	who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me
, (Catherine Barkowshi Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

• . .

Foxchase

ten & G	
(owner's signature)	(owner's signature)
KEVIN J. CHRISTE	
(printed)	(printed)
8083 TALLIHODA	1VE 62 Z
(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
Foxchase, Sections One, Two and Three	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 more
	P. Janas Musicay 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

Marin Halrer	
(owner's signature)	(owner's signature)
NANCI HABER (printed)	(printed)
(street address)	$\frac{63}{\text{(Lot No.)}} \frac{2}{\text{(Section No.)}}$
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	d 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 me 3.
	P. Thomas Musicay 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, 2000

Foxchase

Stelling Wateris	
(owner s signature)	(owner's signature)
SHORY WATKINS (printed)	(printed)
8093 TOLLIHO DR	11
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amender Foxchase, 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 e and who, having been duly sworn, stated that the statements heir knowledge and belief. Subscribed and sworn to before me 2003/6
	Catherine Borkaushi Notary Public-Signature
Residence County: MALION	Notary Public-Signature CATHER WE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Man Box Liewell	
(owner's signature)	(owner's signature)
Mary Beth Lippold	(printed)
8135 Talliho DR	
	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
	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
Foxchase, Sections One, Two and Three an	nd who, having been duly sworn, stated that the statements
contained herein are true to the best of their this <u>27th</u> day of <u>AUGUST</u> , 2003	r knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature Soy YVONNE PRICE
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

Foxchase

Mong E. Cawson	
(owner's signature)	(owner's signature)
May E. Cawson (printed)	
(printed)	(printed)
8/45 TallihoDribe	67 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MAKION	
of the foregoing Amendment to Amended	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
contained herein are true to the best of the this day of August, 200	eir knowledge and belief. Subscribed and sworn to before me
	Gatherine Borkowsky Notary Public-Signature CATHERINE BORKOWSKI Printed
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Double 6 Roff.		
(owner's signature)	(owner's signature)	
JOHN F RORA		
(printed)	(printed)	
(printed) 8147 TALLIHO DV. (street address)		
(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 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 27th day of AUGUST, 2003.		
	Notary Rublic-Signature Soy YVONNE PRICE Printed	
My Commission Expires 3/9/08		

Foxchase

Dourd Lutter		
(owner's signature)	(owner's signature)	
Donna + Fackos		
(printed)	(printed)	
8153 Tallete Dr.	6)	DEG-
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF Marion		
COUNTY OF MU, W. W.		
Before me, a Notary Public, in and f	or said County and State, personally , who acknow	y appeared wledged the execution
of the foregoing Amendment to Amended I	Declaration of Covenants, Condition	is and Restrictions for
Foxchase, Sections One, Two and Three and	d who, having been duly sworn, sta	ted that the statements
contained herein are true to the best of their	knowledge and belief. Subscribed	and sworn to before the
this 27 H day of AUGUST, 2003.		
	Notary Public-Signature Pay Jernne Pa	CE
	Notary Public-Signature	
Residence County: MARION	by Jernne The	ici
Tradition of the same of the s	Printed	
My Commission Expires 3/9/08		
My Commission Expires		

Foxchase

`			
(owner's signature)	(ow	ner's signature)	
(JIM MIRRIS			
(printed)	(pri	nted)	
8155 TALLIHODR.		-1	<u>3</u>
(street address)		(Lot No.)	(Section No.)
STATE OF INDIANA)			
COUNTY OF MARION			
COUNTY OF INTERIOR			
Before me, a Notary Public, in a	nd for said County and	State, personally	y appeared wledged the execution
of the foregoing Amendment to Amend	ed Declaration of Cover	ants, Condition	is and Restrictions for
Foxchase, Sections One, Two and Three	e and who, having been	duly sworn, stat	ted that the statements
contained herein are true to the best of the	heir knowledge and beli	ief. Subscribed	and sworn to before m
this 14 day of JULY 21	^{203.} 2007		
	Gaffwe's Notary Public-Sig	w <i>Ben ke</i> gnature	wsti
Residence County: MARICA	Notary Public-Sig CATHERING Printed	e Borke	125/4
My Commission Expires 376-08			

Foxchase

Sand Fressie	
(owner's signature)	(owner's signature)
DENHLD J. FRESSIE	
(printed)	(printed)
E163 TALLIHE DR. (street address)	7/ 3 (Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
DONALD J. FRESSIE of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three as	for said County and State, personally appeared, 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 me
this 27 14 day of AUGUST, 2003	
	Notary Duble-Signature Soy Yvonne Price Price
Residence County: MARION	Printed Poy YVONNE PRICE
My Commission Expires 3/9/08	

Foxchase

Elizabeth A. Mees	4
(owner's signature)	(owner's signature)
(printed)	(printed)
8163 Tallifo V	$\frac{12}{2}$
(street address)	(Lot No.) (Section No.)
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 nd who, having been duly sworn, stated that the statements ir knowledge and belief. Subscribed and sworn to before me
J ,	Con Chaving Barkache
Residence County: MARION	Notary Public-Signature LATHERINE BONKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Rosemana E. Rian	
(owner's signature)	(owner's signature)
ROSEHARIE E. RIAN	
	(printed)
8175 Tallihot.	73 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
1444.01()	
COUNTY OF MARION	
ROSEMARIE E RIAN	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 knowledge and belief. Subscribed and sworn to before me
this 30 day of TUNE, 2004	knowledge and belief. Subscribed and sworn to before me
4	. ()
	Notary Public-Signature
Residence County: MARION	Notary Public-Signature CATHELINE BORKOWSKI Printed
My Commission Expires 3-10-08	Filmod

Foxchase

Let	<u> </u>	
(owner's signature)	(owner's signature)	
A Edwin Saston		
(printed)	(printed)	
8177 Talliko Dr.	74 San3	
(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 execution	•
of the foregoing Amendment to Amended	Declaration of Covenants, Conditions and Restrictions for	
	and who, having been duly sworn, stated that the statement	
this 4 day of 4 , 200	ir knowledge and belief. Subscribed and sworn to before a	ne
11 7 1	3.2001	
	Conthaire Barkowskie	
	Notary Public-Signature	
Residence County: MAYAN	Notary Public-Signature Notary Public-Signature Printed Printed	
My Commission Expires 3-10-08		

Foxchase

(Water's signature)	(owner's signature)
ELIZABETH W ADAMS (printed)	(printed)
9187 TALLIHO DR (street address)	76 3 (Lot No.) (Section No.)
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 d who, having been duly sworn, stated that the statements
this 21 day of Juy, 2009	knowledge and belief. Subscribed and sworn to before me
	Catherine Borkewskin Notary Public-Signature
Residence County: MARION	Notary Public-Signature CATHER INE BORICO WSE! Printed
My Commission Expires 3-10-08	

Foxchase

DURA.	
(owner's signature)	(owner's signature)
RICHARD RUH-	
(printed)	(printed)
8195 Selical.	<u>3</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended 1	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
this 8 day of AUGUST, 2003	knowledge and belief. Subscribed and sworn to before me
	Catherine Berkoushi Notary Public Signature
Residence County: WARLON	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10 08	

Foxchase

Donna Gosten	
(owner's signature)	(owner's signature)
Donna Godfree	
(printed)	(printed)
(street address)	78 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION	
_ DONNA GODFREY	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
	d 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 Bookawsw
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

ROBERT M. HALL (owner's signature)	Margaret R. The (Owner's signature)	aus J
ROBERT M AHEARN (printed)	MARGARET R. A	HEARN
8198 FOXCHASE CIRCLE (street address)	79 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MAKINA)		
Before me, a Notary Public, in and for MAGARET R. AHEARN & RUSEET M. 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 27th day of AUSUST, 2003.	eclaration of Covenants, Conditions and who, having been duly sworn, stated the	ged the execution d Restrictions for nat the statements
	Notary Bubile-Signature Soy /VONNE PRICE	<u>c</u>
Residence County: MARION	Printed PRICE	
My Commission Expires_3/9/08		

Foxchase

- Horanie Lacur	
(owner's signature)	(owner's signature)
FLONEINE GHERON (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF Marion	
Before me, a Notary Public, in and for said	, who acknowledged the execution
Foxchase, Sections One, Two and Three and who	ation of Covenants, Conditions and Restrictions for having been duly sworn, stated that the statements ledge and belief. Subscribed and sworn to before me
Nota	j
Residence County: Million Print	by YVONNE PRICE
My Commission Expires 3/4/08	

Foxchase

t to Article XVII, Section 4
nendment Approval Procedure)
MARGARET TIMSLEY (printed) (Lot No.) (Section No.)
for said County and State, personally appeared Y, who acknowledged the execution Declaration 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
CATHERINE BORKOWSKI Printed

Foxchase

B) D.	
(owner's signature)	(owner's signature)
Proposition Gentry, (printed) S188 Fox CHAS Co. (street address)	(printed) 82 (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
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	, who acknowledged the execution d 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 me
	CATHERINE BORKOWSKI
Residence County: MAKION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

Foxchase

James War (owner's signature) LAREN (DORL (printed) 8182 Foych ASE (Cock (street address)	Cother S Worl (owner's signature) F5THER G WORL (printed) S4 3 (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION)	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	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
Residence County: MAR 10N	Notary Public-Signature CATHERINE BONKOWSKE Printed
My Commission Expires 3-10-08	

Foxchase

Carle Mil	
(owner's signature)	(owner's signature)
DOUGHS M. SLOAN	
(printed)	(printed)
(street address)	(Lot No.) (Section 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 execution 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
Residence County: MARION	Notary Public-Signature Joy VVDNNE FRICE Printed
My Commission Expires 3/9/08	

Foxchase

. 1	
Allatte a Clanin	Annet & Brathan
(owner's signature)	(owner's signature)
WALTER A. KENYON	ANNET D. GREAT HOUSE
(printed)	(printed)
8150 FOXCHASE CI	ncle 89 3
(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 1 D GREATHOUSE, who acknowledged the execution
of the foregoing Amendment to Amende	d Declaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three	and who, having been duly sworn, stated that the statements eir knowledge and belief. Subscribed and sworn to before me
this $\frac{12\text{th}}{4}$ day of $\frac{10\text{Ly}}{4}$, 200	ch knowledge and belief. Subscribed and swom to before me
	Eatherine Borkauster
	Notary PublicSignature
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSE!
	Printed
My Commission Expires 3-10-08	

K

SIGNATURE PAGE

Foxchase

	nt to Article XVII, Section 4 nendment Approval Procedure)
(owner's signature) VAMESR. VAK (printed) (printed) (street address)	(owner's signature) (printed) QO (Lot No.) (Section No.)
STATE OF INDIANA) COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	Catherine Borkowshi
Residence County: MAKION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Tim Linu	(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
	Who salznow	ladged the aver-
f the foregoing Amendment to Amended Declarat	, who acknow ion of Covenants, Conditions	ledged the executand Restriction
oxchase, Sections One, Two and Three and who,	having been duly sworn, state	ed that the staten
f the foregoing Amendment to Amended Declarate oxchase, Sections One, Two and Three and who, ontained herein are true to the best of their knowledges of day of, 2003.	having been duly sworn, state	ed that the staten
oxchase, Sections One, Two and Three and who, ontained herein are true to the best of their knowled is 25 day of, 2003.	having been duly swom, state edge and belief. Subscribed a	ed that the staten and sworn to befo
oxchase, Sections One, Two and Three and who, contained herein are true to the best of their knowled is 25 day of, 2003.	having been duly swom, state edge and belief. Subscribed a	ed that the staten and sworn to befo
oxchase, Sections One, Two and Three and who, ontained herein are true to the best of their knowled in the contained have a section of the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of their knowled in the contained herein are true to the best of the contained herein are true to the contained herein are true true to the contained herein are true true to the contained herein are true to the contained herein are true true to the contained herein are true true to the contained herein are true true true true true true true tr	having been duly swom, state edge and belief. Subscribed a	ed that the staten and sworn to befo
oxchase, Sections One, Two and Three and who, contained herein are true to the best of their knowled is 25th day of, 2003.	having been duly swom, state and belief. Subscribed a Maul Maul Maul Public-Signature	ed that the staten and sworn to befo

Foxchase

Chanic Chan	-
(owner's signature)	(owner's signature)
_ Umi Chong	
(printed)	(printed)
8/38 Foxchase Ci (street address)	rcle 92 3 (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 execution
of the foregoing Amendment to Amended I	Declaration of Covenants, Conditions and Restrictions for
contained herein are true to the best of their this day of the FTEMBER, 2008	d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
·	Contherine Borkowskie Notary Public-Signature
Residence County: MARION	CATHERINE BORKOLOSKY Printed
My Commission Expires 3-10-08	

Foxchase

10 mil Com	Tallea The	
(owner's signature)	(owner's signature)	
(printed)	(printed))
(street address)	- <u>93</u> <u>2</u> (Lot No.) (Sectio	 n No.)
STATE OF INDIANA) COUNTY OF	for said County and State, personally appeared	
Levid & Kithlein Fixes	for said County and State, personally appeared, who acknowledged the	execution
of the foregoing Amendment to Amended I	Declaration of Covenants, Conditions and Rest	rictions for
contained herein are true to the best of their	d who, having been duly sworn, stated that the knowledge and belief. Subscribed and sworn	
this 28th day of senerary, 2003.		
	Notary Public-Signature Loy VONNE PRICE	
Residence County: Mation	Jay YVONNE PRICE	
My Commission Expires 3/9/08	1 IIIIO	

Foxchase

- Foster C Reed	
(owner's signature)	(owner's signature)
FOSTER C REED (printed)	(printed)
8/28 FOX CHASE CI (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
	P. Iloman Municey 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 & Miller	
(owner's signature)	(owner's signature)
CAROL S MILLER	
(printed)	(printed)
(printed) P126 Forchase Circle (street address)	95 3
(street address)	$\frac{95}{\text{(Lot No.)}} \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA)	
COUNTY OF MARION)	
Before me, a Notary Public, in ar	nd 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
	P. Thomas Missey J. 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

Ruhard Ma Dariel	Ŵ
(owner's signature)	(owner's signature)
(owner's signature) RICHARD I. MS JANIEC, (printed) 8124 FOXCHASE CIRCLE (street address)	(printed)
~	(1
(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
of the foregoing Amendment to Amended I	, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three and	d 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 <u>27</u> this <u>a7</u> day of <u>AUGUST</u> , 2003.	
	Notary Public-Signature Soy YVONNE PRICE
	Notary Public-Signature
Residence County: MARION	JOY YVONNE PRICE
	Printed /
My Commission Expires 3/9/08	

Foxchase

(owner's signature) (printed) 57 20 Fa X chase (street address)	(owner's signature) SANDRA T COFF C2 (printed) (Lot No.) (Section No.)	
STATE OF INDIANA) COUNTY OF MARION)		
Before me, a Notary Public, in and for said County and State, personally appeared CAY COLTEZ 2, SANDLA T CORTEZ, 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 17 day of SEPTEMBEL 2009.		
	Cathevine Barkaosho Notary Public-Signature	
Residence County: MARION	Notary Public-Signature CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

SIGNATURE PAGE Foxchase

	Pozenase
Amendment	to Article XVII, Section 4
(Relating to Ame	endment Approval Procedure)
——————————————————————————————————————	
194	
(owner's signature)	(owner's signature)
	,
Yhounge Avman	
(printed)	(printed)
818 FOXCUME CI	00 2
	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
111111	
COUNTY OF MARION	
D. C Nistani Dublic in and fo	an said County and State marganally anneared
THOMAS AUMAN	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
contained herein are true to the best of their l	knowledge and belief. Subscribed and sworn to before me
this $/4$ day of $/4$, 2003.	1007
•	1
	Notary Public-Signature (AT HERINE BORKOWSK)
	Notory Public Signature
	Notary FublicSignature
Residence County: MARION	LATHERINE BORKOWSKI
	Printed
70 10 10	
My Commission Expires 3-10-08	

Foxchase

(Relating to Amendment Approval Procedure)		
Circle & Deed		
(øwner's signature)	(owner's signature	:)
Cindy K. Reed		
(printed)	(printed)	_
8156 (allihow)	99	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in an CINDY REED of the foregoing Amendment to Amender Foxchase, Sections One, Two and Three contained herein are true to the best of the this 12th day of Mary, 200	and who, having been duly sworn, sta eir knowledge and belief. Subscribed	owledged the execution ons and Restrictions for ated that the statements
Residence County: MARION	CATHERINE BORKON	SW USKI
	Printed	
My Commission Expires 3-10-08		

Foxchase

June D. Feick	
(owner's signature)	(owner's signature)
June D. Feick	
(printed)	(printed)
S158 Sallele &1 (street address)	100 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA)	
COUNTY OF MARION)	
	or said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	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
	Notary Public Signature Soy YVONNE PRICE
Residence County: MARION	Printed POUNE PRICE
My Commission Expires 3/9/08	

Foxchase

(
Manka Terry			
(owner's signature)	(o ₁	wner's signature)	
WANDA TERR	W		
(printed)	(pı	rinted)	
8/64 Talliha (street address)	Dr.	101 (Lat Na.)	(Section No.)
(bacot tataross)	•.	(Lot No.)	(Section 140.)
STATE OF INDIANA)			
COUNTY OF MARION			
Before me, a Notary Public, in and f WANDA TERKY	or said County and		appeared vledged the execution
of the foregoing Amendment to Amended D	Declaration of Cove	nants, Condition	s and Restrictions for
Foxchase, Sections One, Two and Three and contained herein are true to the best of their			
this 12^{11} day of 140^{11} , 2004.		net. Subscribed	and swom to before the
	Catherine	Borkaisi	W
	Notary PublicSi	gnature	
Residence County: MARION	CATHERIN Printed	gnature E BORKO	NSK1
My Commission Expires 3-10-08			

Foxchase

Dericia Mana	
(owner's signature)	(owner's signature)
GEORGIA KRAAS	
(printed)	(printed)
(street address)	$\frac{102}{\text{(Lot No.)}} \qquad \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA) COUNTY OF MARION)	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three ar	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: MARION	Notary Public-Signature Joy Vonne PRICE
2/9/00	Printed
My Commission Expires 3/9/08	

Foxchase

CATHERINE BORKOWSKI	Clark Bla	-le
(owner's signature)	(owner's signature)	
CATHERINE BORKOWSKI	CHERYL PLANCK	
(printed)	(printed)	
8173 FOXCHASE CIR	105	(Section No.)
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA)		
COUNTY OF MARION		
Before me, a Notary Public, in and for said LATHER INK BORKOWSKI & CHERY	County and State, personally	appeared
of the foregoing Amendment to Amended Declarat	ion of Covenants, Conditions	and Restrictions for
Foxchase, Sections One, Two and Three and who, I	having been duly sworn, state	d that the statements
contained herein are true to the best of their knowle this <u>31</u> day of <u>MARCH</u> , 2003.6	age and belief. Subscribed at	nd swom to before me
•		
×	y Public-Signature	
Notar	y PublicSignature	
Residence County: Hami Ton St PUBLIC SESSI	mantha L. Way	
N S SEC. SEC. SEC. SEC. SEC. SEC. SEC. SE	d '	
My Commission Expires 7-13 08 2011 23 County 5		

Foxchase

(owner's signature)	(owner's signature)	
CATHERINE BORKOWSKI		
u ,	(printed)	
8169 FOXCHASE CIR	107	ج ہ
(street address)	(Lot No.)	(Section No.)
(street address) (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 CATHERINE BOKKOWSKI , 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 28th day of TANUARY , 2004. Residence County: Marion Residence County: Marion And Yvonne Price Printed		

Foxchase

(owner's signature)	Kachnyn E. Martell (owner's signature)
ALEX F. MARTELL (printed)	KATHRYN E. MARTELL (printed)
8167 FOXCHASE CIRCLE (street address)	<u> </u>
STATE OF INDIANA) COUNTY OF Merris A	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	for said County and State, personally appeared when 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
	Durch Lasgrone Notary Public-Signature
Residence County: Merrian	Teresa L Cos grove Printed
My Commission Expires 1-6-07	

Foxchase

Sheulyn L. Klein	
(owner's signature)	(owner's signature)
Sherilyn L. Klein (printed)	(printed)
, , ,	(primod)
8139 Foxchase Circle	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF)	
Sherilyn L Klein	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
Foxchase, Sections One, Two and Three an	d who, having been duly sworn, stated that the statements
this 35th day of August, 2003.	knowledge and belief. Subscribed and sworn to before me
	Hotary Public-Signature
Residence County: Marion	Betty J. Hertel Printed
My Commission Expires 9/4/2010	

Foxchase

A = - 1	
Conna M. Meadown (owner's signature)	<u></u>
(owner's signature)	(owner's signature)
Donna M. Meadows	
(printed)	(printed)
Donna M. Meadows (printed) 8137 Foxclose Circle	110 3
(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
DONNA MEDDOWS	, who acknowledged the execution
of the foregoing Amendment to Amended I	Declaration 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 best of their	knowledge and belief. Subscribed and sworn to before me
this 8th day of Juy, 2004	1
	Catherine Borkowshi Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	Printed BORKENSKY
My Commission Expires 3-60-08	