DULY ENTERED FOR TAXATION

DECLARATION OF COVENANTS, CONDITIONS, AND 2214020845 RESTRICTIONS FOR FOXCHASE, SECTION THREE

COURTY AUDITOR

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY 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".

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

ARTICLE I

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NAME

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

ARTICLE II

DEFINITIONS

- "DECLARANT" SHALL MEAN RICHARD ALLEN CORPORATION, ITS SUCCESSORS AND ASSIGNS.
- "ASSOCIATION" SHALL MEAN AND REFER TO FOXCHASE HOMEOWNERS ASSOCIATION, INC., AN INDIANA NOT-POR-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS.
- "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.
- "PROPERTIES" SHALL MEAN AND REFER TO THE CERTAIN REAL ESTATE DESCRIBED IN EXHIBIT "A" EXCEPT STREETS DEDICATED TO THE PUBLIC AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- "PLAT" SHALL MEAN AND REPER TO THE CONDITIONAL PINAL PLAT OF FOXCHASE AS APPROVED BY THE METROPOLITAN PLAN COMMISSION OF INDIANAPOLIS AND RECORDED IN THE MARION COUNTY, INDIANA, RECORDER'S OFFICE.
- "PINAL PLAT" SHALL MEAN AND REFER TO THAT PORTION OF THE CONDITIONAL FINAL PLAT WHICH SHOWS THE FINAL LOCATION OF A LOT OR LOTS AND AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN

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

- 7. "LOT" SHALL MEAN AF 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 FINAL PLAT APPROVAL A SECTION OF FOXCHASE SUBDIVISION AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, AS MORE PARTICULARLY ILLUSTRATED AS THE CONDITIONAL FINAL PLAT APPROVED BY SAID PLAT COMMITTEE. A SECTION CONTAINS A GROUP OF LOTS CONTAINED WITHIN A SECTION.
- 11. "LIMITED COMMON AREA" SHALL MEAN AND PEFER 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 FINAL PLAT, THE LIMITED COMMON AREA, AND THE INITIAL COMMON AREA.
- 15. "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 16. "BY-LAWS" SHALL MEAN AND REFER TO THE BY-LAWS PROMULGATED AND ADOPTED AS THE GOVERNING RULES AND REGULATIONS OF THE ASSOCIATION.

## ARTICLE III

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# 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 UN-PAID! 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, CON "D, 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

# 84 65708

## 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 SL\* 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 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 BUSINESSES IN CONNECTION WITH THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT FROM ANY OF SUCH LOTS PRIOR TO THEIR BEING SOLD. THIS RESERVATION OF RIGHT OR PRIVILEGE IN DECLARANT INCLUDES, BUT IS NOT LIMITED TO, THE RIGHT TO MAINTAIN MODELS, ERECT SIGNS, MAINTAIN AN OFFICE, STAFF THE OFFICE WITH EMPLOYEES, AND TO SHOW LOTS THEN UNSOLD. DECLARANT RETAINS THE RIGHT TO BE CONSIDERED AN OWNER OF ANY LOT THAT REMAINS UNSOLD. DECLARANT ALSO RESERVES THE RIGHT TO MAKE CHANGES IN THE LOCATION OR MANNER OF CONSTRUCTION OF BUILDINGS AND OTHER IMPROVEMENTS.

## ARTICLE V

# DEVELOPMENT AND CONVEYANCE

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

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

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

## ARTICLE VI

## MEMBERSHIP

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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 FIRST OCCURS. ALL PLATTED OR UNPLATTED LOTS OWNED BY THE DECLARANT UPON THE TERMINATION OF CLASS "B" MEMBERSHIP SHALL BE AUTOMATICALLY CONVERTED TO CLASS "A" MEMBERSHIP.

## ARTICLE VII

# COVENANT FOR MAINTENANCE ASSESSMENTS

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

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#### 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 OF APPROPRIATE RESERVES FOR FUTURE REPAIR AND REPLACEMENT.
- (B) MAXIMUM ANNUAL ASSESSMENT: UNTIL JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE FORTY-NINE DOLLARS (\$49.00) PER LOT.

FROM AND 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 MAMBERSHIP.

PROM 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 104 BY A VOTE OF TWO-THIRDS (2/3) OF EACH CLASS OF MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE.

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

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

## 3. SPECIAL ASSESSMENTS:

# 84 65708

The second proceedings, and procedure

- (A) CAPITAL IMPROVEMENT ASSESSMENT: THE ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT AGAINST LOTS, APPLICABLE TO THAT YEAR AND PAYABLE OVER NOT MORE THAN THE NEXT THREE (3) SUCCEEDING YEARS, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT OR MAJOR LANDSCAPING EFFORT UPON THE COMMON AREAS PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF THE CLASS "B" MEMBERS, IF ANY, AND OF TWO-THIRDS (2/3) OF THE VOTES OF A QUORUM OF OWNERS.
- (B) RESTORATION ASSESSMENT: THE ASSOCIATION MAY LEVY A RESTORATION ASSESSMENT UPON ANY LOT WHEN THE OWNER FAILS TO MAINTAIN SUCH LOT, AS PROVIDED IN ARTICLE 8. RESTORATION ASSESSMENTS SHALL BE LIMITED TO THE AMOUNT NECESSARY TO MEET THE COST OF RESTORATION AND THE COST OF COLLECTION THEREOF.
- 4. EXEMPT PROPERTY: THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPTED FROM THE ASSESSMENTS, CHARGES AND LIERS 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.

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(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 HERBIN, 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 SIBSEQUENT 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 PIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY BASIS.
- 7. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION: ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF 15 PERCENT PER ANNUM. THE ASSOCIATION MAY BRING AN 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 PIRST 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 'HEREOF, 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 THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

# ARTICLE VIII

# RA 6570À

# 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 RVENT THE NEED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENT THEREON IS CAUSED THROUGHT THE WILLFUL OR NEGLICENT ACT OF ITS OWNER, OR THROUGH THE WILLFUL OR NEGLICENT 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, IN-CLUDING THE HEATING AND AIR CONSTIONING 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 SAMON 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 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 PROCESS 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 MESTING OF THE ASSOCIATION CALLED FOR THAT PURPOSE.

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

# ARTICLE XII

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# easements

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1. BY DECLARANT: DECLARANT HERBY RESERVES AN EASEMENT 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 FURTHER

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

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 CONDI-TIONS AS MAY BE AGREED TO BY THE MEMBERS. SUCH SALE, CONVEYANCE, TRANSFER, GRANT OR DEDICATION SHALL HAVE THE ASSENT OF A MA-JORITY 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 OPPICERS OF THE ASSOCIATION. ANY INSTRU-MENT 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.

ENCROACHMENTS: IF ANY PORTION OF THE COMMON AREAS SHALL ENCROACH UPON ANY LOT OR IF ANY IMPROVEMENT, BUILDING, OVERHANG, PIXTURE 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 HERBY 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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# MORTGACER'S RIGHTS

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 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 MORTGAGEL OF A LOT, ITS SUCCESSOR OR ASSIGN.

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

## ARTICLE XIV

# HARMONY AND ENVIRONMENTAL CONTROLS .

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

# ARTICLE XV

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## USE RESTRICTIONS

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

THE BOARD OF DIRECTORS OF THE 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 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 TTADE 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 BLSE-WHERE 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, IP SPECIFICALLY PERMITTED BY A WRITTEN RESOLUTION ADOPTED BY THE FOARD OF DIRECTORS.
- 9. BUSINESSES: ALL PREMISES SHALL BE USED FOR SINGLE-FAMILY RESIDENCE USES ONLY. NO HOME OCCUPATION SHALL BE CONDUCTED OR MAINTAINED ON ANY LOT OTHER THAN ONE WHICH IS INCIDENTAL TO A BUSINESS, PROFESSION OR OCCUPATION OF THE OWNER OR OCCUPANT OF ANY SUCH LOT AND WHICH IS GENERALLY OR REGULARLY CONDUCTED IN ANOTHER LOCATION AWAY FROM SUCH LOT.
- 10. INTERSECTIONS: NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 and 6 PT. 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 PT. 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 PT. 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 SUPFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

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## ARTICLE XVI

# USE OF GEIST RESERVOIR

RIGHTS OF THE OWNER TO USZ 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, TENNIE COURTS, CLUB HOUSE FACILITIES, BOAT DOCK PRIVILEGES, AND OTHER AMENITIES IF AND WHEN THESE FACILITIES ARE AVAILABLE.

## ARTICLE XVII

# GENERAL PROVISIONS

1. EMPORCEMENT: THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE EMPORCED 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 PAILURE OF FORBEARANCE BY THE ASSOCIATION OR ANY OWNER TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION WEREIN CONTAINED SHALL IN NO EVENT BE EEEMED A WAIVER OR THE RIGHT TO DO SO THEREAFTER. THERE SHALL BE AND THERE IS HEREBY CREATED AND DECLARED TO BE CONCLUSIVE PRESUMPTION THAT ANY VIOLATION OR BREACH OF ANY ATTEMPTED VIOLATION OR BREACH OF ANY OF THE WITHIN COVENANTS, CONDITIONS OR RESTRICTIONS CANNOT BE ADROUATELY 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 GROER SHALL IN NO WAY AFFECT ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3. DURATION: EXCEPT WHERE PERMANENT EASEMENTS OR OTHER PERMANENT RIGHTS OR INTEREST ARE HEREIN CREATED, THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDATION OF THIS DECLARATION, AFTER WHICH THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS BY A TWO-THIRDS (2/3) VOTE OF ALL MEMBERS OF THE ASSOCIATION SUCH COVENANTS AND CONDITIONS ARE AMENDED, ALTERED OR REVOKED.
- 4. AMENDMENT: THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY-FIVE (25) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN TWO-THIRDS (2/3) OF SUCH LOT OWNERS. AN AMENDMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA. NO SUCH AGREEMENT TO AMEND, IN WHOLE OR IN PART, SHALL BE EFFECTIVE UNLESS WRITTEN NOTICE OF THE 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 200 DAY OF HAGUET , 1984.

84 65708

RICHARD A. LEWIS, President RICHARD ALLEN CORPORATION.

STATE OF INDIANA )
)SS:
COUNTY OF MARION )

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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 MHO FURTHER ACKNOWLEDGES THE EXECUTION OF THE SAME.

WITNESS MY HAND AND SEAL THIS 200 DAY OF AGGIST.

My Commission Expires:

6/30/88

NOTARY PUBLICATION OF REST

THIS INSTRUMENT PREPARED BY

# EXHIBIT "A"

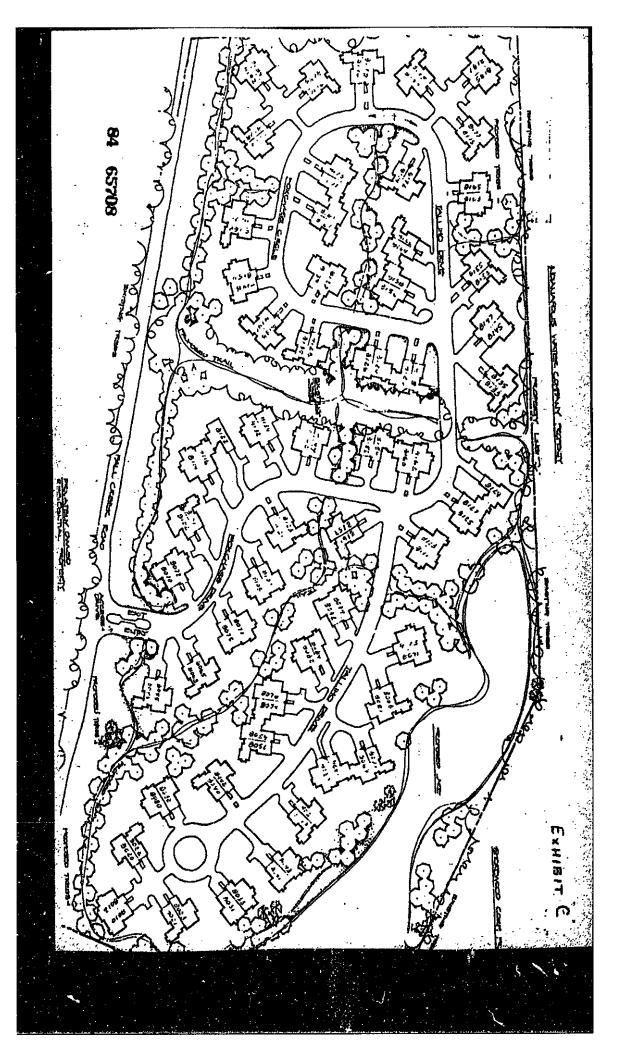
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SQUARE CUT STONE FOUND MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 930.40 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD (AS ESTABLISHED DECEMBER 1979) SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 12 DEGREES 88 MINUTES 59.9 SECONDS WEST ALONG THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD A DISTANCE OF 503.91 FEET; THENCE SOUTH 77 DEGREES 46 MINUTES 29.6 SECONDS WEST 627.63 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 47 SECONDS WEST 629.63 FEET; THENCE NORTH—EAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 35 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 506.53 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 7.35 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

## EXHIBIT "B"

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

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



Original Declaration recorded on August 22, 1584 CROSS REFERENCE

AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOXCHASE, SECTION THREE

THIS DECLARATION, MADE ON THE DATE HEREINAFTER SET FORTH BY RICHARD ALLEN CORP. " 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 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 THE VALUE AND DESIRABILITY OF, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING UPON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF.

# ARTICLE I

## NAME

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

# ARTICLE II

## DEFINITIONS

- 1. "DECLARANT" SHALL MEAN RICHARD ALLEN CORP., ITS SUCCESSORS AND ASSIGNS.
- "ASSOCIATION" SHALL MEAN AND REFER TO FOXCHASE HOMEOWNERS ASSOCIATION, INC., AN INDIANA NOT-FOR-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS.
- "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTIES, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.
- \*PROPERTIES" SHALL MEAN AND REFER TO THE CERTAIN REAL ESTATE DESCRIBED IN EXHIBIT "A" EXCEPT STREETS DEDICATED TO THE PUBLIC AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION.
- "PLAT" SHALL MEAN AND REFER TO THE CONDITIONAL FINAL PLAT OF FOXCHASE AS APPROVED BY THE METROPOLITAN PLAN COMMISSION OF INDIANAPOLIS AND RECORDED IN THE MARION COUNTY, INDIANA, RECORDER'S OFFICE.
- "FINAL PLAT" SHALL MEAN AND REFER TO THAT PORTION OF THE CONDITIONAL FINAL PLAT WHICH SHOWS THE FINAL LOCATION OF A LOT OR LOTS AND AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN

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

- 7. "LOT" SHALL MEAN AND REFER TO ANY PLATTED LOT AS SHOWN ON A RECORDED FINAL PLAT OF POXCHASE 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 FINAL PLAT APPROVAL A SECTION OF FOXCHASE SUBDIVISION AS APPROVED BY THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, AS MORE PARTICULARLY ILLUSTRATED AS THE CONDITIONAL FINAL PLAT APPROVED BY SAID PLAT COMMITTEE. A SECTION CONTAINS A GROUP OF LOTS CONTAINED WITHIN A SECTION.
- 11. "LIMITED COMMON AREA" SHALL MEAN AND REFER TO ALL THE REAL ESTATE (INCLUDING IMPROVEMENTS THERETO) OWNED BY THE ASSOCIATION BUT RESTRICTED IN USE TO THE LOT APPURTENANT THERETO SUCH AS PATIOS, DRIVEWAYS AND 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 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 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 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

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

## ARTICLE VII

# COVENANTS FOR MAINTENANCE ASSESSMENTS

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

# 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 HERBIN:
- 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. 84 87403
  - B. ALL COMMON AREAS.
- C. 11. 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 THEREAFTER 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, EXTERIOR MAINTENANCE SHALL NOT INCLUDE GLASS SURFACES. IN THE 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 OK NEGLIGENT ACT 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
- 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 X

#### TAXES

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

#### ARTICLE XI

#### PARTY WALLS

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

# ARTICLE XII

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## PASEMENTS

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

OR BETWEEN SUBDIVISIONS OR FOR ANY SUBDIVISION. DECLARANT FURTHER RESERVES UNTO ITSELF THE RIGHT TO DEDICATE ANY PORTION OF THE COMMON AREAS OR ANY UTILITY LINES SEWER, DRAIN, ROADWAY, OR THE LIKE TO ANY GOVERNMENTAL BODY, MUNICIPALITY, UTILITY OR THE LIKE, INCLUDING THE RIGHT TO DEDICATE PUBLIC STREETS AND ROADS. THE INTEREST OF EACH MEMBER OF THE ASSOCIATION IN THE COMMON AREAS SHALL BE AND IS SUBJECT TO THE EASEMENTS AND RIGHTS HEREBY CREATED AND SHALL BE AND IS SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES WHO 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 TIME 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 HEREIF 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 OP THE COMMON AREAS AS A RESULT OF THE CONSTRUCTION OF A BUILDING OR IMPROVEMENT, A PERFETUAL 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 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 A MORTGAGEE OF A LOT, ITS SUCCESSOR OR ASSIGN.

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

#### ARTICLE XIV

# HARMONY AND ENVIRONMENTAL CONTROLS

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

## ARTICLE XV

# USE RESTRICTIONS

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

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

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

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

- 5. NOXIOUS ACTIVITY: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT WITHIN ANY DWELLING SITUATED UPON A LOT NOR SHALL ANYTHING BE DONE THEREIN OR THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD OR THE OTHER OWNERS OF THE LOTS.
- 6. MAINTENANCE AND STORAGE OF VEHICLES: NO JUNK VEHICLES, MOTORCYCLES, COMMERCIAL VEHICLE, TRAILER TRUCK, CAMPER, CAMP TRUCK, HOUSE TRAILER, BOAT, OR THE LIKE SHALL BE KEPT UPON THE PROPERTIES (EXCEPT IN ENCLOSED GARAGES) NOR SHALL THE REPAIR OR EXTRAORDINARY MAINTENANCE OR AUTOMOBILES OR OTHER VEHICLES BE CARRIED OUT THEREON EXCEPT FOR BONAFIDE EMERGENCIES.
- 7. ASSOCIATION RULES: THERE SHALL BE NO VIOLATION OF ANY RULES FOR THE COMMON AREA WHICH MAY FROM TIME TO TIME BE ADOPTED BY THE BOARD OF DIRECTORS OR PROMULGATED AMONG THE MEMBERSHIP BY THEM IN WRITING, AND THE BOARD OF DIRECTORS IS HERBY 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

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

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

## ARTICLE XVII

# GENERAL PROVISIONS

- 1. ENFORCEMENT: THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE ENFORCED BY THE ASSOCIATION OR ANY OWNER. ENFORCEMENT OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE SY 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 HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OR THE RIGHT TO DO SO THEREAFTER. THERE SHALL BE AND THERE IS HEREBY CREATED AND DECLARED TO BE CONCLUSIVE PRESUMPTION THAT ANY VIOLATION OR BREACH OF ANY ATTEMPTED VIOLATION OR BREACH OF ANY OF THE WITHIN COVENANTS, CONDITIONS OR RESTRICTIONS CANNOT BE ADEQUATELY REMEDIED BY ACTION AT LAW OR BY RECOVERY OF DAMAGES.
- 2. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 3. DURATION: EXCEPT WHERE PERMANENT EASEMENTS OR OTHER PERMANENT RIGHTS OR INTEREST ARE HEREIN CREATED, THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ASSOCIATION, OR THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS FOR A TERM OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDATION OF THIS DECLARATION, AFTER WHICH THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS BY A TWO-THIRDS (2/3) VOTE OF ALL MEMBERS OF THE ASSOCIATION SUCH COVENANTS AND CONDITIONS ARE AMENDED, ALTERED OR REVOKED.
- 4. AMENDMENT: THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY-FIVE (25) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS, AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN TWO-THIRDS (2/3) OF SUCH LOT OWNERS. AN AMENDMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA. NO SUCH AGREEMENT TO AMEND, IN WHOLE OR IN PART, SHALL BE EFFECTIVE UNLESS WRITTEN NOTICE OF THE PROPOSED AGREEMENT IS SENT TO EVERY OWNER AT LEAST THIRTY (30) DAYS IN ADVANCE OF ANY ACTION TAKEN AND NO SUCH AGREEMENT SHALL BE EFFECTIVE WITH RESPECT TO ANY PERMANENT EASEMINT OR 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 PEDERAL 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 DEPRAY ANY COSTS OF OPPOSING THE DEVELOPMENT ACTI-VITIES 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.

Ruk Da Lews

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 NOTARIAL SEAL, THIS 7th DAY OF November , 1984.



Commission Expires:

6/25/88

North J. Sound
NOTARY PUBLIC
Printed: Pamela J. Pounds
County of Residence:

- THIS INSTRUMENT PREPARED BY

#### EXHIBIT "A"

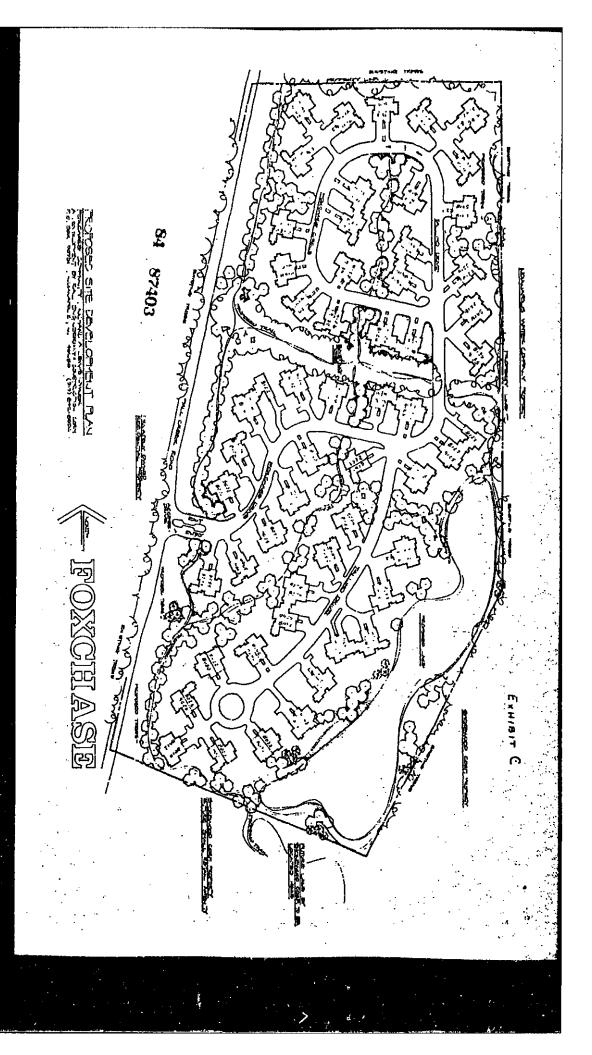
A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 5 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SQUARE CUT STONE FOUND MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 830.40 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD (AS ESTABLISHED DECEMBER 1979) SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUT 12 DEGREES 58 MINUTES 59.9 SECONDS WEST ALONG THE APPROXIMATE CENTERLINE OF FALL CREEK ROAD A DISTANCE OF 503.91 FEET; THENCE SOUTH 77 DEGREES 46 MINUTES 29.6 SECONDS EAST 637.63 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 47 SECONDS WEST 629.63 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 35 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 506.53 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 7.35 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

## EXHIBIT "B"

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

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



Foxchase, Sections Two and Three.

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FILED

JUL 0 8 1998

COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAWRENCE TOWNSHIP

MFÖXCHASE, SECTIONS TWO & THREE This is an amendment to the Amended Declaration of Covenants, Conditions and Restrictions for

" AMENDMENT TO AMENDED DECLARATION OF

# 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 desire to amend certain provisions of the Amended Declarations; and

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

07/10/98 11:14AM JOAN N. ROMERIL MARION 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, Joy EADS & 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)

Jhylis L. Bartlette (owner's signature)	(owner's signature)		
Phyllis K. Bartlett (printed)  8094 Jalliho Drive (street address)	(printed)  (printed)  33 2  (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 day of March, 1992.			
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMESSION EXP. JULY 24,1998	Bary M. Womb Notary Public-Signature		
1 1 /00	BARRY N. Womack		
My Commission Expires 7/24/19			

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

(Relating to Home Occupations)		
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(owner's signature)	(owner's signature)	
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(printed)	(printed)	
(printed)	34 2	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF MARION		
Before me, a Notary Public, in and for said County and State, personally appeared who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections on, 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 18 day of Male. 1998.		
BARRY N WOMACK WOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Sam Murrach Notary Public Signature	
Residence County: MARWN	BARRY W. Womack	
My Commission Expires 7/24/98		

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

Juda S. Herry (owner's signature)	(owner's signature)
Cinda L. HENRY (printed)	(printed)
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COUNTY OF MARION	_
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Foxchase, Sections One, Two and Three are contained herein are true to the best of their kinds of MARCH 1991.	ad who, having been duly sworn, stated that the statement will work and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY PURIC STATE OF INDIANA MARION COUNTY	Barn MWm and Notary Public Signature
MY COMPUSSION EXP. JULY 24,1998  Residence County: MARION	Banny N. Womack Printed
My Commission Expires 7/24/98	·

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STATE OF INDIANA )	
COUNTY OF MARCO	
Before me, a Notary Public, in	and for said County and State, personally appeared, who acknowledged the execution
DANA M. DUFEY and	The of Covenents Conditions and Restrictions for
Foxchase, Sections One; Two and Three are contained herein are true to the best of their king day of March 1998.	Declaration of Covernate, when stated that the statements who, having been duly sworn, stated that the statements moviedge and belief. Subscribed and sworn to before me this
	Potricia a. Berden Notary Public-Signature
Residence County:	Printed  Paracia A. BIRDEN  Printed
My Commission Expires	·
PATRICIA A. BIRDEN, Notary Public My Commission Expires: March 13, 1998 Resident of: Hamilton County	

SIGNATURE PAGE
Amendment to Article XV. Section 9

(Relating to Home Occupations)			
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(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 and 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 Julius 199 8.			
Motary Public—	<u>fix A. Allen</u> Signature		
Residence County: Davian MARTHK	1 A, ALLEN		

My Commission Expires 2-10-2000

Saye Wheller	
(owner's signature)	(owner's signature)
Gage Wetzaberger	<u> </u>
(printed)	(printed)
8054 Talliho On	
(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 knowledge and belief. Subscribed and sworn to before me this
	Rotary Public-Signature
Residence County: MARION	BETTY L. BEETS, Notary Public My Commission Expires: 8.30.08 Printed County of Resident: Marion
My Commission Expires 870/98	

(owner's signature)	(owner's signature)
POBERT J. U. YINZEL (printed)	(printed)
(street address)	(Lot No.) (Section No.)
COUNTY OF MARION	
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BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Bay Word Notary Public-Signature
Residence County: Maryow	Notary Public-Signature  SARRY N- WDMACK  Printed
My Commission Expires $\frac{7/24/98}{}$	

Jain Flow	
(owner's signature)	(owner's signature)
JOANN FLESER	
(printed)	(printed)
8042 TALLIHO Dr. (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
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COUNTY OF	
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Residence County: MARION	Notary Public-Signature  VATHCY A. CASCULL  Printed
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SIGNATURE PAGE
Amendment to Article XV. Section 9

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Foxchase, Sections One, Two and Three a	md who, having	g been duly sworn, sta	ated that the statements
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<u>21</u> day of <u>January</u> , 199 <u>8</u> .			
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SIGNATURE PAGE Amendment to Article XV, Section 9

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STATE OF INDIANA )	
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of the foregoing Amendment to Amended	Declaration of Covenants, Conditions and Restrictions for
Forchase Sections Que. Two and Three ar	id who, having been duly sworn, stated that the statements
contained herein are true to the best of their ki	nowledge and belief. Subscribed and sworn to before me this
314 day of March , 1998.	
NOTARY PUBLIC STATE OF INDIANA	Daru Millowork
MARION COUNTY	Notary Public-Signature
MY COMMISSION EXP. JULY 24,1998	To a land of the state of the s
Residence County:	Notary Miblic-Signature  BARRY N - Womsel
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Mr. Commission Evnires 7/24/98	
Mr. Commission Evniros	

(owner's signature)  C. Sue Dumm  (printed)  8020 TALLI HODR.  (street address)	(bwner's signature)  Fraction K. Zuckt  (printed)  (Cot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	and for said County and State, personally appeared to the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statement throwledge and belief. Subscribed and sworn to before me this
•	Notary Public-Signature
Residence County: Madisum	Anna M. Smith
My Commission Expires 7/13/99	

En Lasan	Sanne Farson
(owner's signature)	(owner's signature)
Bongana Lanson (printed)	LOANUE LAMSON (printed)
(street address)	47 (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MAKEUM	
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NOTARY PUBLIC STATE OF RIDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Notary Public Signature
Residence County: MALION	Printed N. Womack
My Commission Expires July 24.1958	

J-1231	Merriel K. Braha
(owner's signature)	(owner's signature)
John R. Brehm (printed)	Muziel K Brehm (printed)
(printed)	(prince)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended	and for said County and State, personally appeared <u>MAICLE K. Spekm</u> , 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
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Barn MM Smal
MY COMMISSION EXP. JULY 24,1996	Notary Public—Signature
Residence County: MARION	BARRY N. WOMACK Printed
My Commission Expires 7/24/98	

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MARY CANATSON		
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(street address)	(Lot No.)	(Section No.)
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COUNTY OF MARION		
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contained herein are true to the best of their knowledge 1998.	aving been duly sworn, sta and belief. Subscribed and	swom to before me thi
BARRY N WOMACK NOTARY PUBLIC STATE OF PROTANA		
MARION COUNTY MY COMMISSION EXP. JULY 24,1998  Notary P	ublic—Signature	<del> </del>
Residence County: MBRION Boan	y N Wornack	-
My Commission Expires Tuly 24 1944		

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My Commission Expired

SIGNATURE PAGE Amendment to Article XV, Section 9 (Relating to Home Occupations) (owner's signature) (printed) (printed) LALLIH (Section No.) (Lot No.) (street address) STATE OF INDIANA COUNTY OF MALLEN 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 2 day of Manual, 1992. BARRY N WOMACK
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMERSION EXP. JULY 24,1998 Residence County: M Ancor

Synne Kimball	
Kynne Kemball (owner's signature)	(owner's signature)
LYNNE KIMBALL	
(printed)	(printed)
8033 TALLIHO DRIVE	
(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
	and who, having been duly sworn, stated that the statements anowledge and belief. Subscribed and sworn to before me this
3 day of MARCL, 1998.	
BARRY N WOMACK	R. Min O
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Notes Dublid Simuture
MY COMMISSION EXP. JULY 24,1998	Notary Publif-Signature BARY N. WOMACK
Residence County: MANON	Printed Printed
My Commission Expires 7/24/98	

Philo Lo	(owner's signature)
(owner's signature)  PHT LID LD (printed)	(printed)
8041 TALLIHO DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA  COUNTY OF MARION	
of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and contained herein are true to the best of their known	nd for said County and State, personally appeare who acknowledged the execution of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statement wiedge and belief. Subscribed and sworn to before me this
day of MARCE 1998.  BARRY N WOMACK  NOTARY PUBLIC STATE OF INDIANA  MARION COUNTY  MY COMMISSION EXP. JULY 24,1998	Cary Monal
Residence County: MARIO I	BARRY N. Womsek
My Commission Expires 7/24/98	

### SIGNATURE PAGE Amendment to Article XV, Section 9

_ (Relating	g to Home Occupations)
(owner's signature)	Smilly luny (owner's signature)
BEN LI GLANCY (printed)  8043 TALLIHO	SHIRLEY GLANC (printed)
8043 TAWHO (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	and for said County and State, personally appeared REEY GLANCY., 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
Residence County: MALLON	Notary Public-Signature  NANCY E. BELLY  Printed
My Commission Expires 10/1/00	

Malos aniforences (owner's signature)	(owner's signature)	
MARY JANE SPENCER (printed)	(printed)	
8049 TALLIHO DRIVE (street address)		(Section No.)
STATE OF INDIANA ) COUNTY OF MARION		
Before me, a Notary Public, in and  May Jave Source and  of the foregoing Amendment to Amended Deck  Foxchase, Sections One, Two and Three and with contained herein are true to the best of their knowledge day of Futuara, 1998.	aration of Covenants, Condition	ns and Restrictions for ted that the statements
Residence County: Macion Prin	BARRY N-Womack	

My Commission Expires July 24 1998

Bette Barle	
(owner's fignature)	(owner's signature)
BETTY BARBER  (printed)  8051 TA //1140 DR	
(printed)	(printed)
8051 TA//1140 Dr. (street address)	
	, , , , , , , , , , , , , , , , , , , ,
STATE OF INDIANA )	
COUNTY OF MARION)	
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 nd who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
Residence County: MARION	Notary Public-Signature BETTY L. BEETS, Notary Public My Commission Expires: 8-90-96 Dounty of Resident: Marion
My Commission France of a Jacob	Printed
My Commission Expires 8 3 0 3 8	

Edward Knume Inc		
(owner's signature)	(owner's signature)	
EDWARD R KIMHERM		
(printed)	(printed)	
8059 TALLIHO DR	(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 Edware Kimmeland 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 24 day of Fobruary, 1998.		
	Notary Public-Signature	
Residence County: MariaN	Printed E Smith	
My Commission Expires 123, 1999	•	

1 1 1

Was water und	
(owner's signature)	(owner's signature)
Warner H. THOMPION M.D.	
(printed)	(printed)
8069 TALLIAO DR	
(street address)	(Edition) (Separation)
	egysty to the egy that the end of
STATE OF INDIANA )	••
Maga)	
COUNTY OF MANO )	
Where H. Hongson and and	for said County and State, personally appears, who acknowledged the execution aration of Covenants, Conditions and Restrictions for the basing beautiful surror stated that the statement
contained herein are true to the best of their knowl	edge and belief. Subscribed and swom to before me th
3 Hay of March, 1998.	•
BARRY N WOMACK	() 1
NOTARY PUBLIC STATE OF HIDIANA	h Jeren 1/1/Aman
MARION COUNTY MY COMMISSION EXP. JULY 24,1998 No	tary Public Signature
MI COMMITTEE IN	they remove signatures
Residence County MARION	BARRY N. WOMACK
Pri	nted
My Commission Expires 7/24/58	

(
William M. Aon (owner's signature) (owner's signature)
(printed) (printed). HON (printed).
8071 TALLIHO DR. 60 2 (street address) (Lot No.) (Section No.)
STATE OF INDIANA  COUNTY OF (MACCON)
Before me, a Notary Public, in and for said County and State, personally appeared to the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Sections Gae, Two and Three and who, having been duly sworn, stated that the statement contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this
Motory of Hebruary, 1998.  Hotel Signature
Residence County: Maria Landta G. Mickens Printed
My Commission Expires July 29, 200

Mary a. Smiley	
(owner's signature)	(owner's signature)
MARY A. Smiley	
· · · · · · · · · · · · · · · · · · ·	(printed)
8083 Takkiho DRII	va
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF	
of the foregoing Amendment to Ame Foxchase, Sections One, Two and Th	c, in and for said County and State, personally appeared, who acknowledged the execution and Declaration of Covenants, Conditions and Restrictions for tree and who, having been duly sworn, stated that the statement
contained herein are true to the best of t	heir knowledge and belief. Subscribed and sworn to before me this
2 day of January, 199	<u>.</u> 0
,	Muther M. Supek
Residence County:	
•	Printed Heather M. SIPEK NOTARY PUBLIC FOR STATE OF INDIANA
My Commission Evniros	LEGAL RESIDENT OF MARION COUNTY

Manu Haber		
(owner's signature)	(owner's signature)	
NANCI HABER		
(printed)	(printed)	
\$0917a/1;ho 1) (street address) 462	1. <u>63</u> (Lot No.) (Section No.)	
STATE OF INDIANA )		
COUNTY OF Marian		
Before me, a Notary Public, in and for said County and State, personally appeared made and 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 4 day of Jellium, 1998.		
<b>S</b> .	Martha a. allew Notary Public-Signature	
Residence County: Marcon	MARTHA A. ALLEN Printed	
My Commission Expires 2-10-200	0	

May Buth Lipped	
(owner's signature)	(owner's signature)
Mary Beth Lippold	
(printed)	(printed)
8135 Talliho DR.	66
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MACION	
Before me, a Notary Public, in and a	for said County and State, personally appeared, who acknowledged the execution ation of Covenants, Conditions and Restrictions for
of the foregoing Amendment to Amended Declar	ation of Covenants, Conditions and Restrictions for
TOXCHASE, DECHOILS wife, TWO and Three and who	. having been duly sworn, stated that the statements
28 day of January 1995.	ge and belief. Subscribed and sworn to before me this
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Bary Wood
MY COMMISSION EXP. JULY 24,1999 Notary	Public-Signature
Residence County: MARION Printe	ARRY N Womack
My Commission Expired 4.2 4 1998	

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May Nichols Colom	
(owner's signature)	(owner's signature)
Mary Nichols Cawson (printed)	(printed)
8145 Talliho Drive (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	•
COUNTY OF MANION	
of the foregoing Amendment to Amended Deck	for said County and State, personally appeared , who acknowledged the execution aration of Covenants, Conditions and Restrictions for no, having been duly sworn, stated that the statements adge 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  Residence County: MARION Pril	Sarry N. Womel  Spray W. Womsel  ited
My Commission Expires 7/24/98	

#### SIGNATURE PAGE Amendment to Article XV, Section 9

(Relating to Home Occupations)

| Connect | Co

My Commission Expires

X of Starses	
(owner's seguature)	(owner's signature)
DONAGO S. FRESSIE (printed)	(printed)
8/63 TALLIMO DR. (street address)	(Lot No.) (Section No.)
	State of the second
STATE OF INDIANA )	
COUNTY OF MARION	
والمساعة المتعددة المراجع المراجع المراجع المراجع المتعددة المتعددة المتعددة المتعددة المتعددة المتعددة المتعددة	for said County and State, personally appeared who acknowledged the execution ation of Covenants, Conditions and Restrictions for
	ation of Covenants, Conditions and Resultations for , having been duly sworn, stated that the statements go and belief. Subscribed and sworn to before me this
2 day of MARCH 199 8.	_
NOTARY PUBLIC STATE OF INDIANA MARION COUNTY	Bankyronal
MY COMMISSION EXP. JULY 24,1998 Notes	ry Public—Signature
Residence County MARION Print	BARRY N. Nomack
My Commission Expires 1/24/98	

(olynor's signature)	(owner's signature)
MARYANN HUDSON (printed)	(printed)
8165 TALL; HO DR (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
Marian Hulson and and	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
Foxchase, Sections One, Two and Three at contained herein are true to the best of their k	Declaration of Covenants, Community and who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1996	Notary Public Signature
Residence County MARION	BARRY N. WOMACK Printed
My Commission Expires 1/24/98	. · · · · · · · · · · · · · · · · · · ·

Rosemani E. Rian	(owner's signature)	
(owner's signature)	(Owner a signature)	•
ROSEMARIFERIAN (printed)	(printed)	<del></del>
(street address)	73 (Lot No.)	(Section No.)
STATE OF INDIANA )  COUNTY OF Marion		
Before me, a Notary Public, in and and of the foregoing Amendment to Amended Dec Foxchase, Sections One, Two and Three and we contained herein are true to the best of their knowledges of the section of	laration of Covenants, Condition tho, having been duly sworn, sta	ns and Restrictions for ted that the statement
PLA COMPTIBEION EXE INTA SPIBAR MOLVEK ENETIC EXULE OB INDEVNY RANGLE IN MOSPACE  RANGLE	Banylusmel tary Public-Signature	
Residence County: Marion Pri	BANAY N WIMACK	<del></del>
My Commission Expires July 24, 1998		
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MARION COUNTY 24198		
MY COMMISSION EXP. JULY 24,1998		

(owner's signature)	(owner's signature)
(printed)	(printed) Dykstra
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF Marion )	
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 throwledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: Marian	Printed
My Commission Expires 1/2/99	

(owner's signature)	Doris Joan Robertson (owher's signature)
HERSCHELL E, ROBERTSON (printed)	DORIS JOAN ROBERTSON (printed)
(street address)	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and	and for said County and State, personally appeared 15 JEAN (LOSSICON) who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements owledge and belief. Subscribed and sworn to before me this
:	Notary Public-Signature
Residence County: v- AQ (0 N	BETTY L. BEETS Printed
My Commission Expires My Commission Expires County of Resider	trost B Maria

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Cowner's signature)  DAYDAYA TONAY  (printed)  D187 Jalli ha Dr.  (street address)	Robert B Tong (owner's signature)  Robert D Tong (printed)  (Lot No.)	3 (Section No.)
STATE OF INDIANA )	• • • •	
COUNTY OF ARION		
	d fex said County and State,	personally appeared
BARBARA TONEY and Copen	who school	wiedged the execution is and Restrictions for
of the foregoing Amendment to Amended De Foxchage, Sections One, Two and Three and the foregoing Amendment to Amended De Foxchage, Sections One, Two and Three and the foregoing Amendment to Amended De Foxchage, Sections One, Two and Three and the foregoing Amendment to Amended De Foxchage, Sections One, Two and Three and the foxchage of the foxchag	pho, having been duly swom, sta	ted that the statements
Foxchase, Sections One, Two and Three and to contained herein are true to the best of their known	riedge and belief. Subscribed and	swom to before me this
day of MANS 1998.		_
MOTARY PUBLIC STATE	B. Mus 1	,
MOTARY PUBLIC STATE OF INDIANA N MY COMMISSION PUBLIC N	oteny Public Signature	
MY COLONISTON BOY, JULY 24, 1998	otery Beblic-Signature	a- 6
Residence County A A/UON	DARRY N. WOMA rinted	KCK_
My Commission Expires 7/2 4/38	•	

PLFBM		
(owner's signature	(owner's signature)	
RICHALD RUH		
(printed)	(printed)	
8195 Talleho Du	77	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA ( )		
COUNTY OF MARION		
Before me a Notary Public, in and and of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their knowled day of MARCA 1990.  BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA	, who ackn ration of Covenants, Conditio o, having been duly sworn, sta	owledged the execution as and Restrictions for ated that the statements
MARION COUNTY	y Public-Signature	
Residence County: MACION Printe	7707	<u>ke</u>
My Commission Expires 7/24/98		

alonna & Godfiles	
(owner's signature)	(owner's signature)
Donna L. Godfrey (printed)	(printed)
8197 Tallia X.	- D
8197 Talliho & . (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Mirion	
	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
contained herein are true to the best of their leading day of MCUCh, 199 \( \frac{1}{2} \).	nd who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
	Spies Williams
	Notary Public-Signature
Residence County: Month	Janis Williams
(	Printed
My Commission Expires 6-4-98	

To be w M Pheare) (owner's signature)	Margaret (Owner's signature)	John S
ROBERT M. AHEARN (printed)	Marganet R. C (printed)	MEARN
8198 Foxchase Circle (street address)	7 9 (Lot No.)	(Section No.)
STATE OF INDIANA )  COUNTY OF MARION )		
Before me, a Notary Public, in Robert M Alkara and Moof the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their kessorial day of Anuar, 1998.	Declaration of Covenants, Condition of who, having been duly sworn, sta	owledged the execution and Restrictions for ated that the statement:
	Notary Public-Signature	<del></del>
Residence County: HANOak		

My Commission Expires 5-31-1998

	<b>つ</b>
Phil a Beetley	June M Bootly
(owner's signature)	(owner's signature)
Phil A Beckley	LETILE N. BEETLEY
(printed)	(printed)
8196 Foxchase Orcle	<u>8</u> 0
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
COUNTY OF IT HE TOW	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	and for said County and State, personally appeared who, because, 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 STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Rotary Public-Signature
Residence County: MARION	BARRY N. Womack Printed
My Commission Expires 7/24/98	

Caret arest	
(owner's signature)	(owner's signature)
JANET ANNEST (printed)	(printed)
8/88 FOXCHASE CIRC (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
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
Foxchase, Sections One, Two and Three an	nd who, having been duly sworn, stated that the statements mowledge and belief. Subscribed and sworn to before me this
	Court J. Aluxandu. Notary Public-Signature
Residence County: Marion	Printed
My Commission Expires <u>**ad. 30 2000</u>	Carol J. Alexander, Notary Public State of Indiana, County of Marion My Commission expires January 30, 2000

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### SIGNATURE PAGE Amendment to Article XV, Section 9

(Rela	ting to Home Occupations)
(street address)	(owner's signature)  Wanda S. Pierce  (printed)  83 (Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One. Two and Three	and 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 knowledge and belief. Subscribed and sworn to before me this
Residence County: Marion	Notary Public-Signature  SALLY A. WILSON  Printed

My Commission Expires 1/2/99

Hann Wenl	
(owner's signature)	(owner's signature)
KARBNE CLORL	
(printed)	(printed)
8182 FOXUHASE CIRCLE	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their knowled and day of herein are true to the best of their know	for said County and State, personally appeare who acknowledged the execution ation of Covenants, Conditions and Restrictions for having been duly sworn, stated that the statement age and belief. Subscribed and sworn to before me this with Advers
My Commission Evalue	
My Commission Expires	

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Jonas Koudom (owner's signature)	Meretra Churham (owner's signature)
LEONARD Gr. Durham (printed)	MFRETHA J. 1) URham (printed)
8178 Fotchase Circ (street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended  Fourthern Sections One Two and Three at	and for said County and State, personally appeared who have been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: Marion	Printed
My Commission Expires 1/2/99	

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•	. Amendment t	ATURE PAGE to Article XV, Section 9 to Home Occupations)	_
1	owner's signature)	(owner's signature)	Chambers
Ro	(printed)	(printed)	eh Amber S
•	(street address)	86 (Lot No.)	(Section No.)
	STATE OF INDIANA ) COUNTY OF MARION		
	Before me, a Notary Public in CONAID E. Chambers and Akof the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their known of MARCH 1991.	Declaration of Covenants, Condition	ens and Restrictions for stand that the statements
	PARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Notary Public Signature  ROLL A) WOME	
	Residence County: MACLON  My Commission Expires 1/24/98	Printed Printed	

(Relating to 110)	не Оссираноль)	
Namen S. Porter		
(owner's signature)	(owner's signature)	
Nancy S. Porter		
(printed)	(printed)	
8170 Fox chase Circle (street address)	$- \frac{87}{\text{(Lot No.)}} \frac{3}{\text{(Section No.)}}$	
,		
STATE OF INDIANA ) . ) COUNTY OF HAMULTOU		
Before me, a Notary Public, in and to NANCH S. PORTER and of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their knowled to the day of ANNARY, 1992.	ation of Covenants, Conditions and Restrictions It, having been duly sworn, stated that the statement	or or its
Notar	y Public Signature	
Residence County: MARAND Printe	presint A. WECHZING	
My Commission Expires ( TORER ), 19	18	

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Lui A. Kloser	
(owner's signature)	(owner's signature)
Lisa A. Klasen	
(printed)	(printed)
8168 Forchare Cir.	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	a and for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions found 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	SALLY A. WILSON Printed
My Commission Expires 1/2/99	

11 ■ 1

Connet A Seathouse (owner's signature)  ANNET D. GREAT HOUSE (printed)  FISO Proches Circle (street address)	(owner's signature  (owner's signature  (printed)  (printed)	ENYON  Section No.)
Before me, a Notary Public, in and of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their k 28° day of gangey, 1998.	Declaration of Covenants, Conding who, having been duly sworn, anowledge and belief. Subscribed a	tions and Restrictions for stated that the statements
	Notary Public-Signature	
Residence County: Marchal	SALLY A. WILSON Printed	, 
My Commission Expires 1/2/99		

	ing to frome Occupations)		
(owner's signature)	Chyles (owner's si	A B	ogan_
(printed)	- PHILLIS (printed)	6	BOGAN
8148 FOXCHASE CIRCLE (street address)		10 t No.)	(Section No.)
STATE OF INDIANA COUNTY OF MARION			
Before me, a Notary Public, in Robert L. Bocas and L. dof the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of their land day of January, 1998.	Declaration of Covenants, and who, having been duly s	Condition	is and Restrictions for
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1986	Barry Public Signature	rol	
Residence County: MARION	BARRY N. W.	omae k	· ·

My Commission Expires Jul 24, 1958

(Actains to the	ome Occupacions)	
V		
(owner's signature)	(owner's signature)	
Tim Ling	,	
(printed)	(printed)	<del></del>
8140 Fox chose Civele	প।	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF Marion)		
Refore me, a Notary Public, in and of the foregoing Amendment to Amended Declar Foxchase, Sections One, Two and Three and who contained herein are true to the best of their knowled day of 160464, 1998.	, who ack ration of Covenants, Condition o, having been duly sworn, st	nowledged the executions and Restrictions for tated that the statement
Notar	y Public-Signature	
Residence County: Mich	Long Hu	immed
Printe	ed .	<del></del> .
My Commission Expires Odber 13	2 <i>00</i> 0	

Walare M Middle  (owner's signature)  DOLORES M. GIBBONS  (printed)  8138 FOXCHASE CIRCLE  (street address)	(owner's signature)  (printed)  (printed)  (Lot No.) (Section No.)
of the foregoing Amendment to Amended I	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 sowledge and belief. Subscribed and sworn to before me this
Residence County: Marion  My Commission Expires 8/2/00	Notary Public-Signature  Mary K. Schalig  Printed

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(owner's signature)
(owner's signature)
M.K. Herreson
(printed)
8 BO Foxchese Circle (33 (Section No.)
(street address)
STATE OF INDIANA )
COUNTY OF MARION ?
and County and State, personally appeared
Beford me, a Notary Public, in and for said County and State, personally appeared who acknowledged the execution and Headers on and Presenting of Covenants, Conditions and Restrictions for
of the foregoing Amendment to Amended Declaration of the foregoing Amendment to Amendment to Amended Declaration of the foregoing and the forego
Foxchase, Sections One, Two and Three and who, naving over the subscribed and swom to before me this
Foxchase, Sections one, Two and Three and who, having been duty sworn, stated that contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this day of Manch, 1995.
NOTARY PUBLIC STATE OF INDIANA NOTARY PUBLIC STATE OF INDIANA NOTARY PUBLIC STATE OF INDIANA MARION COUNTY
Notary Public Signature
Residence County: MARION BARRY N. Worstek
Printed '
My Commission Expires 7/14/98

Carol S. Miller	Michael R Mul
(owner's signature)	(owner's signature)
CAROLS. MILLER	Michael P. Miller
(printed)	(printed)
8/26 Forchase Circle	<u>95</u> <u>3</u> (Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three as	and for said County and State, personally appeared nechael nec
	Notary Public-Signature
	Notary Public-Signature
Residence County: Marian	SALLY A. WILSON
	Printed
My Commission Expires 1/2/99	

(Relatin	g to nome Occupations)	
Lichard Martaniel		<del></del>
(owner's signature)	(owner's signature)	
KICHARD MEDANIEC		
(printed)	(printed)	
HICHARD MEDANIEC (printed) 8124 FOX CHASE CIRCO	<u>96</u>	3
(street address)	(Lot No.) (S	ection No.)
STATE OF INDIANA ) COUNTY OF Mexical		
COUNTY OF PRESENT		
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	Notary Public Signature	<del></del>
Residence County: Marin	SALLY A. WILSON	
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My Commission Expires 1/2/99

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	Raymond A Cortez (printed)	Sandra J Cort	<u>ez</u>
	8120 Fox Chase CIP (street address)	97 (Lot No.)	Section No.)
	STATE OF INDIANA ) COUNTY OF )		
BBY	Before me, a Notary Public, i		ledged the execution and Restrictions for
	contained herein are true to the best of their  13 day of 188.		
		Light Honne Notary Public-Signature	<del>)</del>
	Residence County: MARION	Printed T. Conn	ORG
	My Commission Expires 9 · 5	2000	

Steera & Kuston	
(owner's signature)	(owner's signature)
LAURA E HINTON (printed)	(printed)
(printed) 8118 Forchesse CHECE	<i>GO</i> 2
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(street address)	(10.)
STATE OF INDIANA )	
COUNTY OF MARION	
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contained herein are true to the best of their know	viedge and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY PIBLIC STATE OF INDIANA MARION COUNTY	Sam Million of Control
Residence County MAP4 ow	BARRY N. WOMMEL
	inted
Nu Commission Evalue 7/24/98	

Raymond B. Saugush (bwner's signature)	E. Mas Saugush (owner's signature)
RAYHOND G. EAUGUSH (printed)	E. MAE GAUGUSH (printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF	
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	Notary Public-Signature
Residence County: Marion	Printed Printed
My Commission Expires 1/2/19	

(owner's signature)	(owner's signature)
Charles Fitzgearld (printed)	(printed)
8164 Talliho Dr. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in  (NARLYS F172 GORAL and  The Special Amended I	and for said County and State, personally appeared , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for
Combana Castions One Two and Three and	d who, having been duly sworn, stated that the statements in the statements owledge and belief. Subscribed and sworn to before me this
BARRY N WOMACK NOTARY FURLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Notary Public-Signature
Residence County: MARION	Printed N. WOMACK
My Commission Expires 7/24/98	

Diorna Maae	
(owner/signature)	(owner's signature)
CEORGIA KRAAS	
(printed)	(printed)
8166 TALLIHO DR	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
GEORGIA KRAAS and	
of the foregoing Amendment to Amended	Declaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three as	nd who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before me this
28" day of farray, 1998.	nowledge and behelf. Subscribed and sworn to before me this
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BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. JULY 24,1998	Notary Public Signature
Residence County: MARION	BARRY N. Womack Printed
My Commission Expires July 24, 1998	

(owner's signature)	(owner's signature)	<del></del>
Anne K. Wright (printed)  8172 Talliha Dr.	(printed)	<del></del>
(street address)	(Lot No.) (Section ?	Vo.)
STATE OF INDIANA ) COUNTY OF A		
MNFS WK/4/7/ and	and for said County and State, personally who acknowledged the Declaration of Covenants, Conditions and Rest	e execution
Foxchase, Sections One, Two and Three and	d who, having been duly sworn, stated that the owledge and belief. Subscribed and sworn to be	statements
· -	Mattal Lobius  Notary Public-Signature	
Residence County:	Printed	
My Commission Expires 100, 8, 2006	9	

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	Swell R Dungar (owner's signature)	(owner's signature)	Dugar
	Lowell R. Duza	w <u>FERW M</u> (printed)	DUZAN
	9173 Foxchace Circ (street address)	10 S (Lot No.)	(Section No.)
r	STATE OF INDIANA )		
	COUNTY OF MARION		
	Before me, a Notary Public, in Lowell R. D4790 and fe		
	of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three ar contained herein are true to the best of their kinds of March. 1998.		
	Barry N Womack NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION BXP. JULY 24,198	San Musman Notary Public Signature	<u>l</u>
	Residence County: MARION	Printed BARRY N. Whose	<u> </u>
	My Commission Expires 14/98	•	

James H. Eller brook  (printed)  8171 Fox Chase Circle  (street address)	Margaret C. Ellerbrook  (bowher's signature)  Margaret C. Ellerbrook  (printed)  106  (Lot No.) (Section No.)
STATE OF INDIANA  COUNTY OF MARION  Before me, a Notary Public, in and	for said County and State, personally appeared a Electrical vivo acknowledged the execution
of the foregoing Amendment to Amended Decis	hering hern duly sworm stated that the statements
contained herein are true to the best of their knowled the day of Winghes 1992.  BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA	dge and belief. Subscribed and swom to before me this

(Relating	to Home Occupations)
Konnet & Steenberg (owner's signature)	1 Majne E. Einheich (OWNER's signature)
NENNETH STEINBUCH (printed)	MAXINE E STEINBUCH (printed)
8169 Fox CHASE CIECUE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ( ) COUNTY OF MAMON	
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
BARRY N WOMACK NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMESSION EXP. JULY 24,1998	Notary Public Signature
Residence County: MAR 10N	BARRY N. Womack Printed

(owner's signature)	Shuley Williams (owner's Signature)
(printed)	SHIRLEY J WILLIAMS (printed)
8167 Foy CHASE CIRCLE (street address)	108 <u>3</u> (Lot No.) (Section No.)
STATE OF INDIANA  COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	and for said County and State, personally appeared who is the county and state, personally appeared who have been duly sworn, stated that the statements
Z day of JANUARY 1998	nowledge and belief. Subscribed and sworn to before me this  Notary PublicSignature
Residence County: MADEON	MARKE TOPS Printed
My Commission Expires A-19-01	

#### SIGNATURE PAGE Amendment to Article XV, Section 9

-	(Relating to Home Occupations)
	(owner's signature)  AMYOW J. TESHENVECK CABTANCE M TOSHERACK (printed)
	(street address)  (Street address)  (Street address)  (Lot No.)  (Section No.)
	STATE OF INDIANA  COUNTY OF Lamelop
And	Before me, a Notary Public, in and for said County and State, personally appeared and, 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, 199
	Residence County: Landlon Billy Will  Printed  My Commission Expires 5-21-2001

(Relating to Home Occupations)					
(owner's signature)	Dhyelin Wonseh (opher's signature)				
BARRY W Womsek (printed)	(opher's signature)  PHYLLIS M. Womack  (printed)				
(street address)	156 110 2 (Lot No.) (Section No.)				
STATE OF INDIANA ) COUNTY OF MARION					
Before me, a Notary Public, in and for said County and State, personally appeared BARRY N. Womack and Phyllis M. Womack, 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 And 1998.					
Residence County: HONDING	Notary Public-Signature Cindy Cicret to Printed				
My Commission Expires 1-25-99					

AUG 2 0 2007

AMENDMENT #1

LAWRENCE TOWNSHIP ASSESSOR LEASING

Inst. No. 1984-46519 & 1984-87404 Inst. No. 1984-65706 & 1984-87402

Cross-References:

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

1984 87404

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

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

#### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Foxchase due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.
- (c) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling other than the entire Dwelling shall be leased for any period. No subleasing shall be permitted. The tenant, and all other occupants or guests of the tenant and/or a Dwelling, shall comply with the "Crime Free Condition" as further set forth in sub-section (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. Thomas William



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 ( \udd)	
(owner's signature)	(owner's signature)
(printed)	7
	(printed)
8053 Fox chas	e Na 1
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF <u>MARION</u> )	
Before me, a Notary Public, in and Russeu Judo and	for said County and State, personally appeared
Restrictions for Foxchase, Sections One, T	
	Notary Public-Signature
Residence County: <u>Marion</u>	Notary Public-Signature  Jay Yvanne Price  Printed
My Commission Expires 3/9/08	
	APPROVED THIS 2014
	DAY OF Avgust 20 P.
·	LAWRENCE TOWNSHIP ASSESSOR
	B TZ DRAFTSMAN

### SIGNATURE PAGE

#### Foxchase

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

James & Knowles (owner's signature)	
<u> </u>	(owner's signature)
JAPIES EKNOWLES	. <del>-</del> ,
(printed)	(printed)
8055 Foxehose Dr	/
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
_ JAMES E KNOWLES and	d for said County and State, personally appeared, who acknowledged the
excention of the folegoing Willending (C	Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One,	Two 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.
Subscribed and sworn to before me this	14 day 01 <u>SET JEMBER</u> , 2004
	Watherine Bor Kenster Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

### SIGNATURE PAGE

### Foxchase

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

Kalbun & Themil	
(owner's signature)	(owner's signature)
Kathryn S Hugwink	- ·
(printed)	(printed)
8063 Forchase Dr.	3 1
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MACION	
execution of the foregoing Amendment to Am Restrictions for Foxchase, Sections One, Two	said County and State, personally appeared , who acknowledged the nended Declaration of Covenants, Conditions and and Three, and who, having been duly sworn, true to the best of their knowledge and belief.  day of
	Holle Overby Notary Public-Signature
Residence County: Marion	Holly Overby
My Commission Expires 12/8/2010	

SIGNATURE PAGE Foxchase endment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) owner's signature) (owner's signature) KENNETH (printed) 8065 FOXCHASE STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared KEN STONECIOHER and \_\_\_, 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 16 day of AUGUST, Notary Public-Signature

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

#### Foxchase

(owner's signature)	in
(owner's signature)	(owner's signature)
(printed)	
(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 Amended Declaration of Covenants, Conditions and
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, are true to the best of their knowledge and belief.
Subscribed and sworn to before me this	27/kday of AUGUST , 2003.
	Notary Public Signature
	Notary Dublic Signature
Residence County: MARION	Joy YVONNE PRICE
	Printed
My Commission Expires 3/9/08	

#### Foxchase

	ang a other Renau Restrictions)
Painta Do Beckmen	)
(owner's signature)	(owner's signature)
PAINGLA JO BECKMAN (printed)	
(printed)	(printed)
8107 FOXCHASE DR. (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Maleow	
Tumula & Determinand	nd for said County and State, personally appeared , who acknowledged the
Restrictions for Foxchase, Sections One,	Two and Three, and who, having been duly sworn, in are true to the best of their knowledge and belief.  The day of Armory 2004.
	Joy Gronne Price
Parisana Cara (Maria	Notary Public-Signature  Say Yvorne Price
Residence County: Makeow	Printed
My Commission Expires 3/9/08	_

### Foxchase

Miginia M. netche	
(owner's signature)	(owner's signature)
VIRGINIA M.M. ITCHELL	
	(printed)
SIZI FOX CHASE DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and for sa  \( \lambda \text{LCHELL} \) and  execution of the foregoing Amendment to Amen Restrictions for Foxchase, Sections One, Two ar stated that the statements contained herein are tre Subscribed and sworn to before me this \( \lambda \) d	nd Three, and who, having been duly sworn,
Not	ary Public-Signature
Residence County: MARIAN  Print	ATHERINE BORKOWSKI
My Commission Expires 3 (0-08	

#### Foxchase

Janet L. Guetredge	
(owner's signature)	(owner's signature)
TAVET L. GUTHRIDGE (printed)	
74	(printed)
(street address)	
(street address)	(Lot No.) (Section No.
STATE OF INDIANA	
COUNTY OF MARION	
Before me, a Notary Public, in and	d for said County and State, personally appeared , who acknowledged the
The state of the s	A COUNTRY OF THE PROPERTY OF A COUNTRY OF THE PROPERTY OF THE
resultitions for Foxenase, Sections One.	Two and Three, and who having been duly green
Subscribed and sworn to before me this	nate true to the best of their lenguage lades at 11 12 s
belone and swork to before the this	, 2003.
	Dy Jonne Price
	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	LURGEN IM BURNS
<b>4</b> ·	(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  of en 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 September, 2003.
	Notary PublicSignature
Residence County: Macion	Ka Ronna Smith Printed
My Commission Expires 9-29-06	

#### Foxchase

(owner's signature)	(owner's signature	Des 19
C. LESLIE NEW (printed)	(owner's signature)  E(2) A = 12.  (printed)	,
(street address)	12 (Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MAKION )		
Before me, a Notary Public, in and	two and Three, and who, having been	knowledged the Conditions and duly sworn,
Residence County: MARION	CATHERINE BORKOWS	sky_
My Commission Expires 3-10-08		

#### Foxchase

Carlo Colum	
(owner's signature)	(owner's signature)
CARLA ELEV	, <del>-</del>
(printed)	(printed)
8111 Tallito DRIVE	13 <b>L</b>
(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, who acknowledged the
Restrictions for Foxchase, Sections One, T	Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  2 day of Juy, 2006  Catherine Barkowski
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasi	ing & Other Rental Restrictions)
Sun 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,	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.  [Straight August 1, 2007]
	Catherine Borkowshis Notary Public-Signature  CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10 08	

#### Foxchase

Stephanie Pappos (owner's signature)	
Stydanie Papon	(owner's signature)
(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 August, 2004.
	Calherine Contension Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-(0-08	

#### Foxchase

Jo ann Fox	
(owner's signature)	(owner's signature)
Jo Ann Fax	- ,
(printed)	(printed)
8127 Jalleho Dr.	16
(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 stated that the statements contained herein are Subscribed and sworn to before me this 27th	ended Declaration of Covenants, Conditions and and Three, and who, having been duly sworn, true to the best of their knowledge and belief.
N	Joy Yvonne Price  Joy Yvonne Price
Residence County: MARION	Joy YVONNE PRICE
My Commission Expires $\frac{3}{9}/8$	macu
My Commission Expires ///	

Foxchase

(Relating to Leasing &	& Other Rental Restrictions)
Tata Day	, and the second
(owner's signature)	(owner's signature)
PATRICK R. SNYDE	(printed)
816ZFONPHOSEDD	18
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
_ PAIKIUL XVYDEIC and	said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to Am Restrictions for Foxchase, Sections One, Two stated that the statements contained herein are Subscribed and sworn to before me this	and Three, and who, having been duly sworn, true to the best of their knowledge and belief.
$\frac{1}{N}$	Catherine Barkowship Totary Public-Signature
Residence County: MARION 4	Notary Public-Signature  OATHERINE BORKOVSKI  rinted
My Commission Expires 3-10-08	

#### Foxchase

Colleen Baker	
(owner's signature)	(owner's signature)
COLLEGED BAKER	
(printed)	(printed)
8160 FOXCHASE DR	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
Before me, a Notary Public, in OLLEEN BAKER an	and for said County and State, personally appeared who acknowledged the
execution of the foregoing Amendmen Restrictions for Foxchase, Sections Of stated that the statements contained he	nt to Amended Declaration of Covenants, Conditions and ne, Two and Three, and who, having been duly sworn, erein are true to the best of their knowledge and belief. is 26th day of August, 2003.
	Alina L. Llenney Notary Public-Signature
Residence County:	
	Printed  DIANA L DENNEY
My Commission Expires	MOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY CONSIGNATION FOR PER 94 9499

Foxchase

Amendment Est (Relating to Leasin	ablishing a New Article XVIII ng & Other Rental Restrictions)
Devous Herks	
(owner's signature)	(owner's signature)
(printed)  (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, 2003 2007
	Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasin	g & Other Rental Restrictions)
(owner's signature)	(owner's signature)
(printed)	MARY C. MIBRATNEY (printed)
(street address)	<b>G</b>
STATE OF INDIANA ) COUNTY OF Manon )	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tox	Mach Daw
Residence County: Marion  My Commission Expires [   21// 0	Notary PublicSignature  ANDREA M. DAVIS  Printed  COUNTY OF RESIDENCE: MARION

#### Foxchase

Marier & Lie -	
Markey & Floyd  (owner's signature)	(owner's signature)
NANAY L. LLOYO (printed)	- Done O Lays
	(printed)
8142 FOXCHASE DR (street address)	
STATE OF INDIANA )	
COUNTY OF <u>MARION</u>	
Before me, a Notary Public, in and	d for said County and State, personally appeared  **ROBERT C. LLOYD , who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Notary Public Signature
	Notary Public Signature
Residence County: MARION	Notany Public Signature  Oy VONNE PRICE  Printed
براءاه	Printed /
My Commission Expires 3/9/08	

#### Foxchase

has my		
Susanne M. N. Susanne M. N.	(owner's signa	iture)
(printed)	(printed)	
9134 Forchuse D. (street address)	24 (Lot No	
STATE OF INDIANA )  COUNTY OF MARION )		(20000000000000000000000000000000000000
Before me, a Notary Public, in and SUSANNE M. NESS and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covena wo and Three, and who, having	no acknowledged the ants, Conditions and been duly sworn,
stated that the statements contained herein Subscribed and sworn to before me this <u>A</u>	are true to the best of their known 71 day of AUGUST , 2	/ledge and belief. 2003.
	Notary Public-Signature  Joy VONNE Printed	Price
Residence County: MARION	Printed YVONNE P	RICE
My Commission Expires 3/9/08		

#### Foxchase

Howard Lowell Mastri	
(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 swom, are true to the best of their knowledge and belief.  day of Juy, 2009
	Coutherine Borkowstw Notary Public-Signature
Residence County: MARION	COTHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

(Relating to Leasing & Other Rental Restrictions)			
Franc Q. July		Chen	P
(owner's signature)	(ov	vner's signature)	
GRACE A. FALVEY		BERT H.	DILL
(printed)	(pr	inted)	
8116 Fox CHASE DE (street address)	۷.	26	1
(su eet audress)		(Lot No.)	(Section No.)
STATE OF INDIANA )			
1)			
COUNTY OF MARIEN			
Before me, a Notary Public, in and a SKACK FALUEY & and F	COBERT DILL	, who ac	knowledged the
execution of the foregoing Amendment to A	Amended Declaration	n of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, To stated that the statements contained herein a	wo and three, and w	no, naving oeen	auly swom,
Subscribed and sworn to before me this 2	day of 1/1/	l men knowledgi	e and belief.
	2 du) 01	7	
	Catherin	e Barlow.	Sho
	Notary Public-Sig	nature	<del>'</del>
Residence County: MARION		E BORKON	OSKI_
_	Printed		
My Commission Expires 3-10-08			

#### Foxchase

Somo A. Whelchel	
(owner's signature)	(owner's signature)
JAMES A. WHERCH	EL
(printed)	(printed)
BULL FOXCHASE 1	DR. 27 (
(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, 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.  1 day of MARCH , 20076
	Notary Public-Signature
Residence County: MALION	CATHERINE BERKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Esta	blishing a New Article XVIII
Relating to Leasin	g & Other Rental Restrictions)
	Halice L. O Corl
(owner's signature)	(owner's signature)
Catok. Cox	Beatrice L.D. Corx
(printed)	(printed)
8102 Foxchase Drive	29
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF ATARION	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tox	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. Th day of AUGUST, 2003.
	,
	Notary Public-Signature  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)

lenne W/ loty	Court Relative Reserve Courts
(owner's signature)	(owner's signature)
Donne M Dots	
(printed)	(printed)
(street address)	46236 30 1 (Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment t Restrictions for Foxchase, Sections One,	, 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.    3   day of MARCH , 20036
	Continue Borkewshi) Notary Public-Signature
Residence County: MAR WN	CATHEKINE BORKOWSEL Printed
My Commission Expires 3-16-109	

1

#### Foxchase

Dain Phillips	
(owner's signature)	(owner's signature)
Diane Phillips	
(printed)	(printed)
(printed)  8070 Fax (has	o Q. 031
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	I for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and
stated that the statements contained begin	I wo 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 2	77 H day of AUGUST , 2003.
	Notary Public-Signature  Soy Yvouns Price
	Notary PublicSignature
Residence County: MARION	Joy YVOUNE PRICE
	Printed /
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.)	2 (Section No.
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in an TANKT L GARRETT 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 Declarat Two and Three, and n are true to the best	who action of Covenants, who, having been of their knowledge , 2003	knowledged the Conditions and duly sworn
Residence County: MARION	a	It BORKOU	0SKJ
My Commission Expires 3-10-08			

#### Foxchase

Rubarf a. Jaga	Yothy a.o	Logan
(owner's signature)	(owner's signatur	e)
Richard R. Logar	Kashy A.	ogan
(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 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	ATHY A LOGAN, who a Amended Declaration of Covenants wo and Three, and who, having bee are true to the best of their knowled	icknowledged the s, Conditions and on duly sworn, ge and belief.
Residence County: MARION	CATHERINE BOKKE	WSK1
My Commission Expires 370-08		

#### Foxchase

(owner's signature)	(owner's signature)
RICHARD K. EGAN (printed)	Evelyn T. Egan (printed)
(street address)	(Lot No.) Z (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
RICHARD K EGAN and Execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, To	For said County and State, personally appeared  WELYN TEGAN, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  MARCH, 2008.
	Catherine Burkewsin Notary Public-Signature
Residence County: MARION	CATHERINE BORKEUSKI Printed
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII

(Relating to Leasing & Other Rental Restrictions)	
Saye Wathethinger	
(owner's signature)	(owner's signature)
Gaye Getzelbers	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.  27 day of, 2003.
	P. 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

(owner's signature)	(owner's signatur	re)
ASTRID 1 TRASUE		
(printed)	(printed)	
8052 TALLIMO DR (street address)	40	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, persona	lly appeared
( C ( S) / ) / C/ Q/ G and	xizho	acknowledged the
execution of the foregoing Amendment to Am	gended Declaration of Covenant	e Conditions and
execution of the foregoing Amendment to Am Restrictions for Foxchase, Sections One, Two	nended Declaration of Covenant	s, Conditions and
execution of the foregoing Amendment to Am Restrictions for Foxchase, Sections One, Two stated that the statements contained herein are	nended Declaration of Covenant o and Three, and who, having be e true to the best of their knowle	s, Conditions and en duly sworn, dge and belief.
execution of the foregoing Amendment to An	nended Declaration of Covenant o and Three, and who, having be e true to the best of their knowle	s, Conditions and en duly sworn, dge and belief.
Restrictions for Foxchase, Sections One, Two stated that the statements contained herein are	nended Declaration of Covenant o and Three, and who, having be true to the best of their knowle day of <u>MARCH</u> , 200	s, Conditions and en duly sworn, dge and belief.
Restrictions for Foxchase, Sections One, Two stated that the statements contained herein are Subscribed and sworn to before me this 31	nended Declaration of Covenant o and Three, and who, having be true to the best of their knowle day of <u>MARCH</u> , 200	s, Conditions and en duly sworn, dge and belief.
Restrictions for Foxchase, Sections One, Two stated that the statements contained herein are Subscribed and sworn to before me this 31  Residence County: MKKIII	nended Declaration of Covenant of and Three, and who, having be true to the best of their knowle day of <u>MARCH</u> , 200	s, Conditions and en duly sworn, dge and belief.

#### Foxchase

Ja a Flere		
(owner's signature)	(owner's signature	<del>=</del> )
JO ANN FLESER		
(bringer)	(printed)	
8042 Tallito Dr.	44	2
(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 A	for said County and State, personall	y appeared cknowledged the
execution of the foregoing Amendment to A	Amended Declaration of Covenants	, Conditions and
Restrictions for Foxchase, Sections One, To stated that the statements contained herein a	wo and Three, and who, having bee	n duly sworn,
Subscribed and sworn to before me this		ge and bener.
	<del></del>	T
	Calherine Borko	uslin
	Notary PublicSignature	
Residence County: MARION	CATHERINE BORKE	wsk1
	Printed	
My Commission Expires 3-10-08		

Foxchase

Amendment Establishing a New Article XVIII		
(Relating to Leasing & Other Rental Restrictions)		
Clustof Wrued	Martha L. Roet	
(owner's signature)	(owner's signature)	
(printed)	(printed)	
8040 Talliho Dr	42 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 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 $\geq 7$ day of $\triangle USUT$ , 2003.		
	P. Thomas Millsuyh. 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	
	wy commission capitos Dec. Zu, Zung	

Foxchase

(Relating to Leasing & Other Rental Restrictions)			
(owner's signature)	· 2/1/2	(owner's signature	Lucy
(printed)		Gewe US (printed)	2750554
(street address)		$\frac{43}{\text{(Lot No.)}}$	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in an CALVIN STEUSEY 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	CENE STEU Amended Declar Two and Three, a n are true to the be	sy, who acration of Covenants, and who, having been est of their knowleds	cknowledged the Conditions and duly sworn, se and belief.
	Gather Notary Public	ne BorkasSignature	Sh
Residence County: MARION	CATHER Printed	INE BORKA	JSK1
My Commission Expires 3-10-08			

#### Foxchase

B. Lun	Agam Co
(owner's signature)  BANSIANA LANGU	() (owner's dignature)
(printed) 8012 Includo	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
<del></del>	or said County and State, personally appeared
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tw	, who acknowledged the mended Declaration of Covenants, Conditions and to and Three, and who, having been duly sworn, to true to the best of their knowledge and belief.
	Notary Public-Signature
Residence County: NARION	Notary Public-Signature  Joy Yvonne Frice  Printed
My Commission Expires 3/9/08	

#### Foxchase

	<b>6</b>
(owner's signature)	Muriel K. Brehm (owner's signature)  MURIEL K. BREH  (printed)
(printed)	murifl K. BREH (printed)
(street address)	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	for said County and State, personally appeared  MURIEL K. BREHM, 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.
subscribed and sworn to before the this _2	Notary PublicSignature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

Foxchase

Franklinh Sarchman	n
(owner's signature)	(owner's signature)
Franklin L. Specking	<u>v1</u>
(printed)	(printed)
8021 Talliho Dr (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
COUNTY OF MITHERY	
	for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Conditions and Iwo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief
	Catherine Borkowsin  Notary Public-Signature
Residence County: MAKION	Printed Porkowski
My Commission Expires 3-10-08	

Foxchase

Amendment Establishing a New Article XVIII

(Relating to Leasing & Other Rental Restrictions)		
(owner's signature)	Barbone J. Al (owner's signal	ture)
Sherm on D HAMMAN (printed)	Backer 2 J (printed)	HAMMAN
(street address)	(Lot No	
STATE OF INDIANA )  COUNTY OF MARION )		
Before me, a Notary Public, in and SHERMAN D. HAMMAN and A 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 A	Amended Declaration of Covena wo and Three, and who, having the are true to the best of their known	o acknowledged the nts, Conditions and been duly sworn, ledge and belief.
Residence County: MARION	Notary Public-Signature  Soy Yvonne PRIC	rice E
My Commission Expires 3/9/08	Printed	

#### Foxchase

( 2 )	
(owner's signature)	(owner's signature)
(printed)	(printed)
<u> </u>	.5/
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA	
COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Carhevine Bankowskie Notary Public-Signature
Residence County: MARION	Printed BORKOWSKY
My Commission Expires 3-10-08	

## Foxchase

Mile Wil	
(owner's signature)	(owner's signature)
Michael WARD	
(printed)	(printed)
8033 Talliho Prive	57 7
(street address)	
STATE OF INDIANA	
COUNTY OF MAKION	
Before me, a Notary Public, in a MICHAEL WARD and	and for said County and State, personally appeared , who acknowledged the
execution of the foregoing Amendment	to Amended Declaration of Covenants, Conditions and
stated that the statements contained has	e, Two and Three, and who, having been duly sworn,
Subscribed and sworn to before me this	ein are true to the best of their knowledge and belief.  31 day of MARCH, 20076
	Notary Public-Signature
Residence County: MARIAN	Notary Public-Signature <u>LATHERINE BOLKOWSKI</u> Printed
My Commission Expires 3-10-08	

### Foxchase

Bed Sund	N/A
(owner's signature)	(owner's signature)
Brad Snody, 255 (printed)	N/A
4	(printed)
(street address)	
STATE OF INDIANA )	
COUNTY OF	
Before me, a Notary Public, in and Bruk Snobgrass and	for said County and State, personally appeared  who acknowledged the Amended Declaration of Covenants, Conditions and
execution of the foregoing Amendment to Restrictions for Forchase Sections One 3	Amended Declaration of Covenants, Conditions and
stated that the statements contained herein	I wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
Subscribed and sworn to before me this 2	2 day of July , 2006
	Catherine Borlowsh Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

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

### Foxchase

	g · · · · · · · · · · · · · · · · · · ·
(owner's signature)	
(Owner's signature)	(owner's signature)
MARY JANE SPENCE	R
(printed)	(printed)
MHAY JANE SPENICE (printed)  8149 TALLIHO BAI (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
outpout of the foregoing which fill (0	Afficience Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly sworn
Subscribed and sworn to before me this.	are true to the best of their knowledge and belief.
Subscribed and sworn to before me this	- 7 day of
	$\rho = 0$
	Notary Public-Signature
	Notary PublicSignature
Residence County:	
<del></del>	Printed
My Commission Francisco	P. THOMAS MURRAY, JR.
My Commission Expires	Notary Public, State of Indiana County of Marion
	My Commission Expires Dec. 20, 2008

Foxchase

Amend	ment E	stablish	ing a N	lew Art	icle XVIII
					Restrictions)

(Relating to Leasing	ng & Other Rental Restrictions)
Billy Barley	
(owner's rignature)	(owner's signature)
IDEHU DANBER	K
(printed)	(printed)
8051 IALLIHO DK	56 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
	for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, 7	Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Phones Marray h. 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

(Relating to Leasin	g & Other Rental Restrictions)	
(owner's signature)	Thiley Unny	<b>_</b>
	(owner's signature)	
BEN GLANCE	SHIRLEY GLAN	UC.
(printed)	(printed)	•
8043 TALLIHO	54	2
(street address)	(Lot No.)	Section No.)
	for said County and State, personally app	
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 an	ditions and y sworn,
	Notary Public-Signature	
Residence County: Mariok	Karen L. Dlomw Printed	<del>-</del>
My Commission Expires 9/10/06		

#### Foxchase

Joh R Bul	Murief K. Brehm (owner's signature)
(owner's signature)	(owner's signature)
John 2 Bizzitm	MURIEL K. BREHM
(printed)	(printed)
8061 Tallibo Pz.	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
TOHN R RREHM and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared MURIEL K BLEHM, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  I day of MARCH, 2008.
	Notary Public-Signature
Residence County: MARIAN	COTHERINE BORKOWSILI Printed
My Commission Expires 3-10-08	

### Foxchase

My Roge Lo	
(owner's signature)	(owner's signature)
Melissa Roache	
(printed)	(printed)
8069 Talliho Dr.	59 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment Restrictions for Foxchase, Sections One	nd for said County and State, personally appeared, who acknowledged the to Amended Declaration of Covenants, Conditions and to Amended Declaration of Covenants, Conditions and three, and who, having been duly sworn, in are true to the best of their knowledge and belief.  day of August , 2004
	Catherine Bollowship Notary Public-Signature
Residence County: WARION	Notary Public-Signature  CATHERINE BORKAUSKI  Printed
My Commission Expires 3-10 01	_

## Foxchase

	,
(owner's signature)	(owner's signature)
Renee Sandenburg 4 (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, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  3 i day of MARCH, 2008.
	Conthurue Boricaslio Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHER INE BORKBUSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

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

to Ala	-
(owner's signature)	(owner's signature)
KEVIN & CHRISTER	
(printed)	(printed)
8083 TALLIHO DRIVE	- 62 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in an KEVIN J. CHRISTEL and	d for said County and State, personally appeared, who acknowledged the
Restrictions for Foxchase, Sections One,	, who acknowledged the o Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, n are true to the best of their knowledge and belief.
buosciloca and swom to octore me this _	<u> </u>
	Notary Public-Signature
Residence County:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana

P. I HUMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marlon
My Commission Expires Dec. 20, 2009

### Foxchase

Mari Halon		
(owner's signature)	(owner's signature)	
Nanci Haber	(printed)	
809, Tall: ho Du	<u>63</u>	(Section No.)
(street address)	(LOT NO.)	(Section 140.)
STATE OF INDIANA )		
COUNTY OF Marion		
Before me/a Notary Public, in and for said	, who acl	cnowledged the
execution of the foregoing Amendment to Amend	led Declaration of Covenants,	Conditions and
Restrictions for Foxchase, Sections One, Two and stated that the statements contained herein are tru	I I hree, and who, having been	auly sworn,
Subscribed and sworn to before me this 38 11 da	voi Amuaru . 2003.	c and ochor.
	melnomne Price	
Note	y Public-Signature	
Residence County: \( \square \text{Witten} \)	Y YVONNE PRICE	
Prin	fed	
My Commission Expires 9/9/08		

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) owner s signature) (printed) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared \_\_, who acknowledged the 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. Notary Public-Signature

LATHERINE BORKOWSKI Residence County: MARION

My Commission Expires 3-10-08

## Foxchase

May Boh Report	(owner's signature)
Mary Beth Lippold  (printed)	(printed)
8135 Talliho (street address)	(Lot No.) Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
<u>NARY BETH LIPPOLD</u> and execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  7th day of August, 2003.
	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)	<del></del>
Mary E. Lowson		
(printed)	(printed)	
8145 Talliho Drive	67	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )	-	·
COUNTY OF MARION)		
Before me, a Notary Public, in an MKY & LAWSON and execution of the foregoing Amendment to	d for said County and State, personally, who ack o Amended Declaration of Covenants.	cnowledged the
Restrictions for Foxchase, Sections One, stated that the statements contained herei	Two and Three, and who, having been	duly swom.
Subscribed and sworn to before me this _	day of August, 2009	and belief.
	Catherine Borlow. Notary Public-Signature	
Residence County: MARION	Notary Public-Signature  UNTHER INE BORKA	wski
	Printed	<del></del>
My Commission Expires 3-10-01		

## Foxchase

	,
(owner's signature)  Toyce FOBB  (printed)	
(owner's slignature)	(owner's signature)
_ Joyce ROBB	
(printed)	(printed)
8/47 TAWIHO DR (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Marion	
Before me, a Notary Public, in and in	for said County and State, personally appeared, who acknowledged the
restrictions for reventage, acctions one, re	Amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.
	Notary Public-Signature  Say WONNE PRICE
	Notary Public-Signature
Residence County: NARION	Jay YVOUNE PRICE
-	Printed
My Commission Expires 3/9/08	

#### Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions) (owner's signature) (printed) (Section No.) STATE OF INDIANA COUNTY OF Manor 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 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 Residence County: MARION My Commission Expires 3/9/08

Foxchase

JIM MORRIS	
(owner's signature) .	(owner's signature)
(printed)  9155 TALLIHO I	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
Before me, a Notary Public, in an MURKIS and	d for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One,	Two and Three, and who, having been duly sworn, n are true to the best of their knowledge and belief.
	Catherine Bor Koushi Notary Public-Signature
Residence County: MARICN	CATHERINE BORKOWSKY Printed
My Commission Expires 340-08	

## Foxchase

(Relating to Leasi	ing & Other Rental Restrictions)
Sonal Hessi	2
(owner's signature)	(owner's signature)
DONALD J. FRESSIE (printed)	
(printed)	(printed)
8163 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,	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, n are true to the best of their knowledge and belief.  27/k day of // 10000000000000000000000000000000000
	Notary Profite Signature  Say Yvonne Price  Drinted
Residence County: MARION	Printed YVONNE PRICE
My Commission Expires 9/9/08	

### Foxchase

Rosmani E. Rian	
(owner's signature)	(owner's signature)
ROSEMARIE, E. PIAN (printed)	(printed)
8175 palle he Dr - (street address)	
STATE OF INDIANA )	
COUNTY OF MARION	
execution of the foregoing Amendment to Ar Restrictions for Foxchase, Sections One, Two	mended Declaration of Covenants, Conditions and o and Three, and who, having been duly sworn, e true to the best of their knowledge and belief.  Address of the sword of the s
Residence County: MARI ON	Motary Public-Signature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-0	

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Rental Restrictions)		
(owner's signature)	(owner's signature)	
Corinted) Constan	(printed)	
(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 , 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 1,2003	
	Cathorine Borkowskin Notary Public-Signature	
Residence County: MARION	Printed  Rock   Bor Kewsk    Printed	
My Commission Expires 3-10-08		

## Foxchase

Glisabethly adams		
/(owner's signature)	(owner's signature)	
ELIZABETH W ADAMS (printed)	(printed)	
(street address)	76 (Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION		
Before me, a Notary Public, in and ELIZABETH ADAMS 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	wo and Three, and who, having been are true to the best of their knowledge of their knowl	cnowledged the Conditions and duly sworn, e and belief.
Residence County: MARION	CATHERINE BORICO	wsk/
My Commission Expires 3~10~08		

### Foxchase

Reif Boff		
(owner's signature)	(owner's signature)	
RIHELS RIK	·	
(printed)	(printed)	· · · · · · · · · · · · · · · · · · ·
8195 Julito De	77	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
RICHARD RUPP and	d for said County and State, personally a	nowledged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, C	Conditions and
Restrictions for Foxchase, Sections One, stated that the statements contained herein	I wo and I hree, and who, having been of are true to the best of their knowledge	luly sworn, and belief
Subscribed and sworn to before me this _	aday of AUGUST, 2009.	una conci.
	Catherine Borles	<b>S</b> hi
	Notary PublicSignature	
Residence County: MALION	Notary Public-Signature  LATHERINE BORKOW  Printed	BCI
My Commission Expires 3-10-08	A 2004004	

### Foxchase

Donna Godgius		
(owner's signature)	(owner's signature	)
Bonna Godfrey (printed)		
_ ·	(printed)	
8197 Talliho dr.	78	3
(street address)		(Section No.)
STATE OF INDIANA		
COUNTY OF MARION		
DUNIVE GODINEY and	d for said County and State, personally, who ac	knowledged the
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Amended Declaration of Covenants.	Conditions and
stated that the statements contained herein	are true to the best of their knowledge	e and belief.
Subscribed and sworn to before me this	day of AUGUST, 2004	•
	Catherine Borka Notary Public-Signature	os w
Residence County: MARION	CATHERINE BORKOL	WSKI
My Commission Expires 3-10-08		

## Foxchase

Aubert M Gheard	Margaret Raheurn (Gwner's signature)
(owner's signature)	((dwner's signature)
ROBERT M. AHEARN (printed)	MARGARET R AHEARN (printed)
<del>-</del>	(printext)
8198 FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Mallow	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tv	or said County and State, personally appeared of the M. Attended, who acknowledged the amended Declaration of Covenants, Conditions and wo and Three, and who, having been duly sworn, retrue to the best of their knowledge and belief.  Aday of August, 2003.
	Juganne Frice
1	Notary Philic-Signature
Residence County: MARION	Notary Phiblic-Signature  Joy YVONNE PRICE
, ,	Printed/
My Commission Expires 3/9/08	

## Foxchase

Horreiesterno	
(owner's signature)	(owner's signature)
(printed) GARMON	(printed)
(street address)	<u>SD</u> (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared, who acknowledged the Amended Declaration of Covenants, Conditions and two and Three, and who, having been duly sworn, are true to the best of their knowledge and belief.  The day of January, 2003.
Residence County: 17 Parion	Notary Public-Signature  Joy Vonne Price  Printed
My Commission Expires 3/9/08	

Foxchase

Amendment Establishing a New Article XVIII			
Relating to Leasing & Other Rental Restrictions)			
harles m. Singles	maraa	0	
(owner's signature)	_ Kowr	ner's signature)	sinsley.
CHARLES M. TINSLEY	MARGI	ARET TI	11515
(printed)		ted)	111 0 = = 7
8190 FOX CHASE C,	R	81	3
(street address)		(Lot 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, To stated that the statements contained herein Subscribed and sworn to before me this 8	ARGARET TIME Amended Declaration wo and Three, and who are true to the best of t	LEY, who ack of Covenants, Co. having been a	nowledged the Conditions and July sworn
	Carhenne Notary Public-Signa	1001	500
Residence County: MARLON	CATHERINE Printed	BORKOW	SKI
My Commission Expires 3-10-68			

Foxchase
Amendment Establishing a New Article XVIII

(Relating to Leas	sing & Other Rental Restrictions)
(owner's signature)	(owner's signature)
(printed)  8188 fox CHASE Co.  (street address)	(printed)    3   3     (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	, who acknowledged the o Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, in are true to the best of their knowledge and belief.
	Rotherine Borkenshis Notary Public-Signature  CATHERINE BORKOWSKI
Residence County: MAK LON	Printed Printed
My Commission Expires 3-10-08	

Foxchase

` ' '	0		
Ham Worl		other & L	vorl
(owner's signature)		(owner's signature	:)
LARSU WORL	<u>Es</u>	THER GN	IORL
(printed)		(printed)	
9/182 Foxdrage CIRC	le	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		y appeared cknowledged the
execution of the foregoing Amendment to	Amended Declar	ration of Covenants	. Conditions and
Restrictions for Foxchase, Sections One, T			
stated that the statements contained herein	are true to the be	est of their knowled	ge and belief.
Subscribed and sworn to before me this $\sqrt{2}$	May of A	<u>uGUST</u> , 2003	7
	On the	nine Boute	virli)
	Notary Public	-Signature	<u>wave</u>
Residence County: MAR 10W	nd -	INE BORK	OWSKI
	Printed		
My Commission Expires 3-10-08			

## Foxchase

Chiefe Will	
(owner's signature)	(owner's signature)
0006115 M. SLOAL	
(printed)	(printed)
(street address)	8 S 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 o Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn, n are true to the best of their knowledge and belief.  27th day of AUSUST, 2003.
	Notary Public-Signature
Residence County: MARION	Joy YVONNE PRICE
My Commission Expires $3/9/08$	

### Foxchase

Matter Carl )	2 1	10	2 - Th-
(owner's signature)	(owner's	signature)	Grathau.
(printed)		D. 6.	A EAT/LOUSE
8150 Foxchase Circ (street address)	che	89 ot 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 here. Subscribed and sworn to before me this	ANNET D GREATI TO Amended Declaration of C Two and Three, and who, ha in are true to the best of their	ovenants, (  ving been	mowledged the Conditions and duly sworn.
	Gatherine &		shi
Residence County: MARION	Notary Public-Signature  CATHERINE  Printed		usky
My Commission Expires 3-10-08			

Foxchase

Amendment Establishing a New Article XVIII (Relating to Leasing & Other Reptal Restrictions)		
(printed)  S148 Fox chase  (street address)	(owner's signature) (printed)  (printed)  (Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF MARION		
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One, T	Catherine Borkowshis	
Residence County: MARION	Notary PublicSignature  CATHERINE BORKOWSKI  Printed	
My Commission Expires 3-10-68		

Foxchase

Amendment Establishing	a New Article XVIII	
(Relating to Leasing & Other	er Rental Restrictions)	
		<del></del>
(owner's signature)	(owner's signature)	•
<u> </u>		
(printed)	(printed)	
,	(printed)	
8148 Foxchase Circle	91	
(street address)	(Lot No.)	(Section No.)
,	<b>(</b> = = : <b>/</b>	(,
STATE OF INDIANA )		
)		
COUNTY OF Marion		
Defense and a Nickaus Public in and Council A	0 4 - 104 4 - 11	•
Before me, a Notary Public, in and for said	- ,	
execution of the foregoing Amendment to Amended	Dealeration of Covernments	knowledged the
Restrictions for Foxchase, Sections One, Two and T		
stated that the statements contained herein are true t	o the hest of their knowledge	re and helief
Subscribed and sworn to before me this 29 day of	of $\mu$ ., 2003.	
4	· 2003.	
	a	
<u> Cenn</u>	Main Blaune	ove
Notary	PublicSignature	
2000	Public-Signature  MARIE Color	· '00
Residence County: ///a/www	HARIE CONS	HCOVO
Printed	1	
Residence County Manual Ann Printed  My Commission Expires 11.3 2008		
wy commission expires 2011. Or Ou		
· · · · · · · · · · · · · · · · · · ·		
OFFICIAL SEAL		
ANNI MARE COLAIACONO MOTARY PUBLIC		
EDUSE OF BIOCKINA		

Foxchase

Ilmi Chan	—p —
(owner's signature)	(owner's signature)
Unai Chas	49
(printed)	(printed)
8138 Fox Chase C (street address)	Circle 92 (Lot No.) (Section No.
STATE OF INDIANA )	(=====)
í	
COUNTY OF MAKION	
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 SEPTEMBER, 2004.
	Catherine Borkowski Notary Public-Signature
Residence County: MARION	Printed BORKOWSKI
My Commission Expires 3-10-08	

## Foxchase

Dail Pani	Karhler A. Pe-	7
(owner's signature)	(owner's signature)	
J. David Paris	Kathleen H.	Paris
(printed)	(printed)	
8130 Foxchase Circle	93	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )  COUNTY OF		
Before me, a Notary Public, in and for said Mucical Matters and Matthe	County and State, personally	appeared knowledged the
execution of the foregoing Amendment to Amend- Restrictions for Foxchase, Sections One, Two and	ed Declaration of Covenants, Three, and who, having been	Conditions and duly sworn,
stated that the statements contained herein are true Subscribed and sworn to before me this 18 hday	to the best of their knowledg	e and belief.
Note	Jay Jeonne Price ry Public-Signature	,
Residence County: Muon Printe	by Yvonus PRICE	
My Commission Expires 3/4/08		

### Foxchase

Faste ( Road	
(owner's signature)	(owner's signature)
FOSTER C. REED (printed)	(printed)
8128 FOX CHASE CIN	<del>-</del>
FOSTER C. REED and	aid County and State, personally appeared, who acknowledged the anded Declaration of Covenants, Conditions and
stated that the statements contained herein are t Subscribed and sworn to before me this Z7	rue to the best of their knowledge and belief.
No.	P. Thomas Musicaff.
Residence County: Pr	inted
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	
CAROL S. MILLER (printed)	(printed)
8/36 Forchase Circle	95
8/36 Forchase Circle (street address)	(Lot No.) (Section No.
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and CAROL S- MILLER and	for said County and State, personally appeared, who acknowledged the
execution of the foregoing Amendment to	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.
Subscribed and sworn to before me this	
	Notary Public-Signature
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

	·
Cowner's signature)  RICHARD T. MEDANIEC  (printed)	2
(owner's signature)	(owner's signature)
RICHARD I. MEDANIEC	
(printed)	(printed)
SIZY FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and 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 <u>27</u>	7K day of 405057, 2003.
	Notary Subject Signature  Soy YVONNE PRICE
	Notary Sublice Signature
Residence County: MARION	Joy YVONNE PRICE
·	Printed
My Commission Expires 3/9/08	

### Foxchase

(Relating to Leasing & Other Rental Restrictions)	
Ray Corles	Sandra Cortes
(owner's signature)	(owner's signature)
Any (orle ]	SANDRA J CORTEZ
(printed)	(printed)
<del></del>	97
(street address)	(Lot No.) (Section No.)
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, Tw	or said County and State, personally appeared  WORA T CORTEC, who acknowledged the mended Declaration of Covenants, Conditions and 70 and Three, and who, having been duly sworn, re true to the best of their knowledge and belief.
Subscribed and sworn to before me this 17	Latherine Boukowsky Notary Public-Signature
Residence County: MAKION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

# SIGNATURE PAGE Foxchase

	TOACHASE
Amendment Est (Relating to Leasi	tablishing a New Article XVIII ing & Other Rental Restrictions)
(owner's signature)	(owner's signature)
(printed)	(printed)
SISTOX LAGE (street address)	JIPCLE 98 3 (Lot No.) (Section No.)
	(Goodon No.)
STATE OF INDIANA ) COUNTY OF MARION	
IHOWAS AUMAN and	d for said County and State, personally appeared, who acknowledged the
Restrictions for Foxchase, Sections One,	Amended Declaration of Covenants, Conditions and Two and Three, and who, having been duly sworn,
Subscribed and sworn to before me this _	n are true to the best of their knowledge and belief.    4 day of 14 , 2003 2007
	Gatherine Borkowsla
16.1	Notary PublicSignature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-04	

Foxchase

(Relating to Leasing	g & Other Rental Restrictions)	
Circle Trees		
(owner's signature)	(owner's signature)	
Cindy K. Reed		
(printed)	(printed)	
8156 Talliho Dr.	99	3
(street address)	(Lot No.) (Se	ction No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and	for said County and State, personally appea	
	Amended Declaration of Covenants, Condi	tions and
Restrictions for Foxchase, Sections One, To	wo and Three, and who, having been duly s	worn,
stated that the statements contained herein	are true to the best of their knowledge and I	belief.
Subscribed and sworn to before me this 3	ay of TUNE, 2008	
	Antherine Borkowshi	$\partial$
	Notary PublicSignature	<del></del> -
Residence County: MAKION	Notary PublicSignature  CATHERINE BOKKOUS	BKI
	Printed	<b>-</b>
My Commission Expires 3-10-08		

### Foxchase

June A Juck	
(owner's signature)	(owner's signature)
Jone D. Feick	
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
Before me, a Notary Public, in and une D. FEICK 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,
stated that the statements contained herein Subscribed and sworn to before me this $\underline{\mathscr{A}}$	are true to the best of their knowledge and belief.  7th day of AUGUST, 2003.
	Notary Public Signature  Say WONNE PRICE  Printed
1	Notary/Public-Signature
Residence County: NARION	Printed PRICE
alalaa	rinted /
My Commission Expires 3/9/08	

Foxchase

(Netating to Leasi	ing & Other Rental Restrictions)
Marria de Levry	
(owner's signature)	(owner's signature)
WANDA J. TERR	<u></u>
(printed)	(printed)
SIGH Tallihand	<u>101</u> <u>3</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY Of Marion	
execution of the foregoing Amendment to Restrictions for Foxchase, Sections One,	Catherine Boukowski
Residence Count	CATHERINE BOLKOWSKU Printed
My Commission Expires 3-10-08	

### Foxchase

Georgia Maas	
(owner)s signature)	(owner's signature)
GEORGIA KRAAS	
(printed)	(printed)
8166 TALLIHO (street address)	
(street address)	(Lot No.) (Section No
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and GEORGIA KRAAS and	for said County and State, personally appeared , who acknowledged the
execution of the foregoing Amendment to	Amended Declaration of Covenants, Conditions and
Restrictions for Foxchase, Sections One, T	wo and Three, and who, having been duly swom,
Subscribed and sworn to before me this	are true to the best of their knowledge and belief.  77 th day of AUGUST , 2003.
	Notary Patolic-Signature
	Notary Bablic-Signature
Residence County: MAKION	Printed
	Printed /
My Commission Expires 3/9/08	

### Foxchase

Gatherine Borkowshir	Chal Bl	_k
(owner's signature)	(owner's signature)	
CATHERINE BORKOWSKI	CHERYL PLANE	CK
8/73 (printed)	(printed)	
EHA FOX CHASE CIR	105	<u>~~</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  CATHERINE BORKOWSKI and CHERYL FLANCK , 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 subscribed and sworn to before me this 3/ day		
	amanth L Way  Public-Signature	, 
Residence County: Hamil Bank Hamiles State	amantha L. War	<del>/</del>
My Commission Expires OF INDIAN		

### Foxchase

Coatherine Borkarshi		
(owner's signature)	(owner's signature)	
CATHERINE BORKOWSKI		
(printed)	(printed)	
8169 FOXCHASE CIRCLE	107	S
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA		
COUNTY OF MARION		
	for said County and State, personally , who ack	
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 swom,
stated that the statements contained herein Subscribed and sworn to before me this 2	are true to the best of their knowledge are true to the best of their knowledge 2002	and belief.
	- day 01 - 1/1/2004 PC/ , 2004	
	Jy fronne Price	
	Notary Public-Signature	
Residence County: Millian	Joy YVONNE PRICE	
	Printed	
My Commission Expires 3/9/08		

Foxchase

(Relating to Leasing & Other Rental Restrictions)	
(owner's signature)	Kathuyu E. Meitell (owner's signature)
ALEX F MARTELL (printed)	KATHRYN E. MALTELL (printed)
8167 FOXCHASE CIRCLE (street address)	Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Warren)	
execution of the foregoing Amendment to A Restrictions for Foxchase, Sections One, T	for said County and State, personally appeared to 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
	Dur Llosgrone Notary Public-Signature
Residence County: Marin	Teresa L Cosgrone Printed
My Commission Expires 7-607	

### Foxchase

Sheulen L. Klein		
(owner's signature)	(owner's signature)	<del></del>
Sherilyn L. Klein		
(printed)	(printed)	
8139 Foxchose Circle	109	3
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF)		
herilyn L. Klein and	or said County and State, personally app	wledged the
execution of the foregoing Amendment to A	mended Declaration of Covenants, Cor	nditions and
Restrictions for Foxchase, Sections One, Tw		
stated that the statements contained herein ar Subscribed and sworn to before me this 25	day of <u>fugust</u> , 2003.	ia beller.
<u> </u>	, 2003.	
	And the Hort	a a
	Notary Public Signature	<u>U</u>
Residence County: Marion	Notary Public Signature  Betty J. Herto  Printed	<u>e/</u>
My Commission Expires 9/4/2010		

Foxchase

Dona M. Meadou (owner's signature)	
(owner's signature)	(owner's signature)
Donna M. Meadow	5
(F	(printed)
8137 Foxchase Circle (street address)	(Lot No.) (Section No.)
STATE OF INDIANA	, ·
COUNTY OF MAKION	
Before me, a Notary Public, in an	nd for said County and State, personally appeared, who acknowledged the
Restrictions for Foxchase, Sections One,	Two and Three, and who, having been duly sworn, in are true to the best of their knowledge and helief
	Catherine Borkowski Notary Public-Signature
Residence County: MAKLOW	Printed Borkowsky
My Commission Expires 3-10-08	



AUG 2 0 2007

LAWRENCE TOWNSHIP ASSESSOR





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

Inst. No. 1998-0117189

### 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

King distanting

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.



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

	<u>-</u>
Russell S. O.D.	)
(owner's signature)	(owner's signature)
Ruccell Littald	, - ,
(printed)	(printed)
8053 FOX Chased	1
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Defens me a Notami Dublic in and for	and County and State many allows and J
Russeu Judo	said County and State, personally appeared , who acknowledged the execu-
are true to the best of their knowledge and beli of <i>Musust</i> , 2003.	ief. Subscribed and sworn to before me this 27 %
	Joy Vonne Price Joy Vonne Price
N	Notary Pablic-Signature
Residence County: MARION	Joy YVONNE PRICE
P	rinted
My Commission Expires 3/9/08	
	APPROVED THIS 20+L
	DAY OF August 20 07
	LAWRENCE TOWNSHIP ASSESSOR
	DRAFTSMAN

Foxchase Section One

Maidyer S. Zerennik (owner's signature)	
(owner's signature)	(owner's signature)
Kathpyn S. Huenin	K
<u> </u>	(printed)
8063 For chose De	
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MACION	
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 13 day
	Notary Public-Signature
Residence County: Marion	Holly Overby Printed
My Commission Expires 12 8/2011	`

Foxchase Section One

1 ) can the block	
(owner's signature)	(owner's signature)
Manay Hubbard (printed)	
(printed)	(printed)
807) Toxchase Sr	6
(street address)	(Lot No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in and  NANCY HUBBARD  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 27/K day
Residence County: MARION	Notary Public Signature  Soy YVONNE  Printed
My Commission Expires 3/9/08	

### Foxchase Section One

(Xlohan	
(owner's signature)	(owner's signature)
RAYMOND RUHANA	
(printed)	(printed)
8705 FOXCHASE DR. (street address)	(Total)
(street address)	(LOUNO.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amende Foxchase, Section One and who, having	nd for said County and State, personally appeared, who acknowledged the execution ed Declaration of Covenants, Conditions and Restrictions for been duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this 17th day
	CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

## Foxchase Section One

(owner's signature)	
	(owner's signature)
PAMELA JO BECKMAN	
(printed)	(printed)
8107 FOXCHASE DK.	008
(street address)	(Lot No.)
of the foregoing Amendment to Amende Foxchase, Section One and who, having	nd for said County and State, personally appeared, who acknowledged the execution of Declaration of Covenants, Conditions and Restrictions for been duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this
	Notary Public-Signature
Residence County: 45 Irrow	Day VVONNE PRICE Printed
My Commission Expires 3/9/08	

Foxchase Section One

Auginia M Mitchell (owner's signature)	(owner's signature)
VIRGINIA M. MITCHEI (printed)	•
8/21 FOXCHASE DR. (street address)	(Lot No.)
STATE OF INDIANA )	
Before me, a Notary Public, in and	for said County and State, personally appeared
of the foregoing Amendment to Amended I Foxchase, Section One and who, having be	, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this day
· ·	Catherine Borkowshis Notary Public-Signature  LATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

### Foxchase Section One

Jeset & Husterdan	
(owner's signature)	(owner's signature)
JANET L. GUTHRIDGE	
(printed)	(printed)
8123 Jox Char Dy (street address)	
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in an JANET L. GUTHRIDGE	nd for said County and State, personally appeared , who acknowledged the execution
<u> </u>	ed Declaration of Covenants, Conditions and Restrictions for been duly sworn, stated that the statements contained herein
	ad belief. Subscribed and sworn to before me this 27th day
	Notary Public Signature  Loy YVONNE PRICE
	Notary Public Signature
Residence County: MARION	Joy YVONNE PRICE
	Printed
My Commission Expires $\frac{3/9/08}{}$	_

Foxchase Section One

Onthony Bure (owner's signature)	Lorein M. Burns
(owner's signature)	(owner's signature)
Anthony A. Burns	LOREEN M. BURNS
(printed)	(printed)
Sil 2 Talliho Dr. (street address)	(Lot No.)
(Sirect address)	(10.110.)
of the foregoing Amendment to Amended D	for said County and State, personally appeared who acknowledged the execution declaration of Covenants, Conditions and Restrictions for an duly sworn, stated that the statements contained herein
	elief. Subscribed and sworn to before me this 272 day
of <u>September</u> , 2003.	
•	Notary Public-Signature
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)	12 (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, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this
	Catherine Borkewship Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

1 1 1 01	
Callatt, Called	
(owner's signature)	(owner's signature)
CARLA K. ELEY	
(printed)	(printed)
8/11 Tallito Wh.	<u>_/3</u>
(street address)	(Lot 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 en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 17 day
	Catherine Borkouthis Notary Public-Signature CATHERINE BERKOWSKI
Residence County: MAKION	CATHERINE BERKOWSKI
My Commission Expires 3-10-08	

Foxchase Section One

(Relatiti	ig to Home Occupations)
CommMfeel	
(owner's signature)	(owner's signature)
DANNA M. KORAK	
(printed)	(printed)
8113 Talliho Dr.	
(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 /bth day
	Catherine Porkowskii Notary Public-Signature
Residence County: MARICN	Notary PublicSignature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

## SIGNATURE PAGE Foxchase Section One

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

### Foxchase Section One

Allan Boy	
(owner's signature)	(owner's signature)
Jo Ann Fox	
(printed)	(printed)
8/27 Talliho Dr	16
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF <u>MARION</u> )	
Before me, a Notary Public, in and in Jo Ann 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 % day
of <u>AUGUST</u> , 2003.	day
	by Jamine Price
	Notary Public Signature
Residence County: MARION	Notary Public Signature  Soy Yvonna Paice
	Printed
My Commission Expires $3/9/08$	

Foxchase Section One

	- 1	ne to mome occupations)
<	tate R Ing	<u>.</u>
	(owner's signature)	(owner's signature)
	PATRICK R SNYDER	
	(printed)	(printed)
	1162 FOXCHASE DR (street address)	( <u>{</u> (Lot No.)
	(street address)	(Lot Ivo.)
	STATE OF INDIANA )	
	COUNTY OF MARION	
	Before me, a Notary Public, in and PATRICIC R SNYDER	l 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
	of Allah , 2009.	belief. Subscribed and sworn to before me this Y day
	· ,	Catherine Borkaushi Notary Public-Signature CATHERINE BORKAWSKI
	iÅ. A	Notary PublicSignature
	Residence County: MARION	CATHERINE BORKOWSKI
		Printed
	My Commission Expires 3-10-08	

## Foxchase Section One

- Collean Raker	
(owner's signature)	(owner's signature)
COLLEEN BAKER	
(printed)	(printed)
8160 Foschuse Or (street address)	19 (Lot No.)
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION )	
of the foregoing Amendment to Amend Foxchase, Section One and who, havin	and for said County and State, personally appeared , who acknowledged the execution ded Declaration of Covenants, Conditions and Restrictions for ag been duly sworn, stated that the statements contained herein and belief. Subscribed and sworn to before me this 26th day
	Suana S. Slenney Notary Public-Signature
Residence County:	Printed
My Commission Expires	DIANA L DENNEY  NOTARY PUBLIC STATE OF BIDIANA  MARION COUNTY  MY-COMMISSION EXP. FEB. 18,2007

### SIGNATURE PAGE Foxchase Section One

•	t to Article XV, Section 9 to Home Occupations)
Derren Gerly	•
(owner's signature)	(owner's signature)
owner's signature)	
(printed)	(printed)
8157 Fox a	188 Or 21
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
DERREN YERKS	r said County and State, personally appeared , who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
	a duly sworn, stated that the statements contained herein
are true to the best of their knowledge and be	elief. Subscribed and sworn to before me this _/4_ day
of JULY ,2003.2007	
	Wathwire Benkerosta  Notary Public-Signature  CATHERINE BENKOWSKI
Residence County: MARION	CATHERINE BEKKOWSKI Printed
My Commission Expires 3 -10 -01	

Foxchase Section One

Amendment to Article XV. Section 9

_ (Relatin	g to Home Occupations)
(owner's signature)	Mery (. M. Bratny (owner's signature)
(printed)	MARY C. MCBRATNEY (printed)
SPACE MUSRATNEY  (printed)  8144 FoxCHASE DAY  (street address)	VE 22 (Lot No.)
STATE OF INDIANA ) COUNTY OF MINION )	
of the foregoing Amendment to Amended I. Foxchase, Section One and who, having bear	or said County and State, personally appeared  Mc Bray , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 27 day
	Notary Public-Signature
Residence County: Mundon	ANDREA M. DAVIS  COMMISSION EXPIRES: 1-24-10  Printed COUNTY OF RESIDENCE: MARION
My Commission Expires 12410	

Foxchase Section One

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

Foxchase Section One

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

# SIGNATURE PAGE Foxchase Section One

Howard Lowel Martin	
(owner's signature)	(owner's signature)
Howard LOWELL MARTEN (printed)	
(printed)	(printed)
8132 FOXCHASE DR. (street address)	25
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended I Foxchase, Section One and who, having be	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for en duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this day
01 <u>-01</u> , 2004.	Catherine Borlowshi Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase Section One

(4.11.11.11.11.11.11.11.11.11.11.11.11.11	
(owner's signature)	(owner's signature)
GRACE A. FALVE	(printed)
8116 Fox CHASE DR (street address)	<u>Z6</u> (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
	Cartherine Borkowstw Notary Public-Signature
Residence County: MARION	Notary PublicSignature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase Section One

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

James A. Whelche (owner's signature)	
(owner's signature)	(owner's signature)
JAMES A. WHELCH	1EL
(printed)	(printed)
JAMES A. WHELCH (printed)  8114 FOX CHASE (street address)	- DR. 27 (Lot No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended Foxchase, Section One and who, having be	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for een duly sworn, stated that the statements contained herein belief. Subscribed and sworn to before me this 31 day
	Gatherine Borkowshi 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) STATE OF INDIANA COUNTY OF MARION Before me, a Notary Public, in and for said County and State, personally appeared CATO K. + BEATRICE L. D. CORK , who acknowledged the execution of the foregoing Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Foxchase, Section One and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 27 12 day of *AUGUST* , 2003. Notary Public Signature

Soy YVONNE PRICE Residence County: MARION

My Commission Expires 3/9/08

Foxchase Section One

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

Man Milet	ig to frome occupations)
(owner's signature)	(owner's signature)
Donne M Hoty	
(printed)	(printed)
(street address)	46286 <u>30</u> (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 31 day
	Catherine Borkewsler Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-(0-68	

#### Foxchase Section One

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

Danie Phillips	
(owner's signature)	(owner's signature)
Jiane Phillips	
(printed)	(printed)
8070 Fox Chase Di	031
(street address)	(Lot No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared , who acknowledged the execution
Foxchase, Section One and who, having be	, 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 27 H day
	Notacy Public-Signature  Loy YVONNE PRICE
	Notacy Public-Signature
Residence County: MARION	Printed PRICE
My Commission Expires 3/9/08	A ARABOMA .
Mr. Commission Evnires \$2/9/0 8	



AUG 2 0 2007

Cross-References:

16:84-87401

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

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

Alientale melica

08/23/07 03:42PM JULIE L 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.

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

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

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

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

#### Foxchase

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

Russell ( Judel		
(owner's signature)	(owner's signature)	
Russell & Judd		
(printed)	(printed)	
8U53 FOXCHON	1	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )  COUNTY OF MARION		
	100	
Before me, a Notary Public, in and for RUSSELL JUDD	who acknow	reagea me execution
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 27th day of AUGUST, 2003.	vho, having been duly sworn, state	d that me statements
5	Joy Jonne Price Notary Public-Signature Joy YVONNE PRICE	
Γ	Notary Public Signature	
Residence County: MARION	Printed	<u> </u>
My Commission Expires 3/9/08		
	APPROVED THIS 20.	<u></u>
	DAY OF Agent	20 <b>0</b> 7
	LAWRENCE TOWNSHI	P ASSESSOR
	3 The	DRAFTSMAN

#### Foxchase

James E Knowl-	
(owner's signature)	(owner's signature)
(printed)  8055 Foxchase Dr.  (street address)	
(printed)	(printed)
2055 Forehase Dr	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
corpus on MARIAN	
COUNTY OF MARION	
Before me, a Notary Public, in and	for said County and State, personally appeared
JAMES E KNOWLES	, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for
Fovebase 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	r knowledge and belief. Subscribed and sworn to before me
this 17 day of SEPTEMBER, 2003	4
•	1011 2 Q 1 . So
	Motary Public-Signature
	Notary PublicSignature
Residence County: 3-10-08	CATHERINE BORKOWSKY
•	Printed
My Commission Expires MARION	The state of the s
wiy Commission Express_1 v 1700 10	AROPOLITAN DEL
	3 76
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	ADMINISTRA!

Foxchase .

Kathren & Thereak	(owner's signature)
(owner's signature)	
Kathinga S. Huening	(printed)
(bringer)	,
8063 Forchase He	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Marion)	
of the foregoing Amendment to Amended D	or 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 me
	Notary Public-Signature
Residence County: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Holly Overby Printed
My Commission Expires 12/8/2010	

#### Foxchase

Dany Her. lear	<u></u>
(owner's signature)	(owner's signature)
(printed)  8077 Farchase DV	
(printed)	(printed)
8077 Foxchase DV	6
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
NAMEL HUARADT	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 districtions for distributions and Restrictions for distributions and statements who when the statements are supported as the statements of the statements are supported as a support of the statements and restrictions for the statements and restrictions for the statements are supported as a support of the statements.
	Jy ponne Price
	Notary Public-Signature
Residence County: MARION	Joy YVONNE PRICE
	Printed
My Commission Expires 3/9/08	

#### Foxchase

Rohan,	
(owner's signature)	(owner's signature)
RAYMUND ROHAWA	(
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF HARION	
of the foregoing Amendment to Amended  Forchase Sections One Two and Three at	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements ir knowledge and belief. Subscribed and sworn to before me
	Catherine Barlawsku Notary Public-Signature
Residence County: MAR LON	Notary Public-Signature  CATHUK INK PORKOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

<i>C</i>	
familian Beckeren	
(owner's signature)	(owner's signature)
PAMELA JO BECKMAS	
(printed)	(printed)
8107 FOXCHASE DIZ	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF Marin	
of the foregoing Amendment to Amended D  Forchase Sections One. Two and Three and	who acknowledged the execution ecclaration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before meaning the statements where the statements is a subscribed and sworn to before meaning the statements where the statements is a subscribed and sworn to before meaning the statements where the statements is a subscribed and sworn to before meaning the statements where the statements is a subscribed and sworn to be subscribed.
	Notary Public-Signature
Residence County: Ynakron	Joy YVOUNE PRICE Printed
My Commission Expires 3/9/08	

#### Foxchase

Winina m. Mitchell	
(owner's signature)	(owner's signature)
WIRGINIA M. M. TICHEH (printed)	(printed)
S121 FOXCHASE DR. (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements reknowledge and belief. Subscribed and sworn to before me
Residence County: MARION	Notary PublicSignature  COTHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

Court & Seethersin		
(owner's signature)	(owner's signature)	
JANET L. GUTANDGE		
(printed)	(printed)	
8123 For Chuse Dr		
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
JANET L. GUTHRIDGE	nd for said County and State, personally	ledged the execution
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three contained herein are true to the best of the this 27th day of August , 20	and who, having been duly sworn, state neir knowledge and belief. Subscribed a	ed that the statements
	Notary Public-Signature  Say YVONNE PRIC	cu
	Notary PublicSignature	
Residence County: MARION		<u> </u>
	Printed	
My Commission Expires 3/9/08		

#### Foxchase

Onthony Aum (owner's kignature)	wun M. Burns (owner's signature)
Anthony A. Burns (printed)	LOREEN M. BURNS (printed)
8112 Talliho Di. (street address)	(Lot No.) (Section No.)
Unthony BLONS + Lore	For said County and State, personally appeared  on Burns, 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 knowledge and belief. Subscribed and sworn to before me
•	Notary Public-Signature
Residence County: Madia A	KaRunna Smith Printed
My Commission Expires 9-29-06	

#### Foxchase

j+1	
(yslum) (gwner's signature)	(owner's signature)
). LESAIE NELL (printed)	(printed)
(street address)	. (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
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Residence County: MAKION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

Carlot Elect	
(owner's signature)	(owner's signature)
CARLA K. ELEY	
(printed)	(printed)
8111 TA/1, HO DR.	
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended E Foxchase, 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
	Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSK / Printed
My Commission Expires 3-10-08	

#### Foxchase

Sann Horl	
(owner's signature)	(owner's signature)
DANNA M. KORAK	
(printed)	(printed)
8113 Talliho Dr.	<u> 14                                   </u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARIAN)	
Before me, a Notary Public, in and	l 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 a	and who, having been duly sworn, stated that the statements
contained herein are true to the best of the this <u>letters</u> , 200	ricknowledge and belief. Subscribed and sworn to before me
	Catherine Borlinosli
	Notary PublicSignature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed
2 10 -4	Timod
My Commission Expires 3-10-08	

#### Foxchase

$\mathcal{L}$		
(owner's signature)	(owner's signature)	
Stephanie Pages	(printed)	
8125 Tallihotk.		
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
STEPHANIE PAPPAS		ledged the execution
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three are contained herein are true to the best of their	nd who, having been duly sworn, stat r knowledge and belief. Subscribed	ed that the statements
this <u>22</u> day of <u>AUGUST</u> , 2009		
	Notary Public-Signature	She _
Residence County: MARION	Notary Public-Signature  (ATHERINE BOAK)  Printed	owsky
My Commission Expires 3-10-09		

#### Foxchase

Jolin m. For	
(owner's signature)	(owner's signature)
JoAnn Fox	
(printed)	(printed)
8127 Jalliho Dr.	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in an	d for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended 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
	Jy Jonne Price
Residence County: MARION	Notary Public Signature  Say YVONNE PRICE  Printed
My Commission Expires 3/9/08	

#### Foxchase

TR Day	
(owner's signature)	(owner's signature)
PATRICK R SNYDER	
(printed)	(printed)
8162 FOXCHASE DR	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MAKION	
of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and	said County and State, personally appeared, who acknowledged the execution claration of Covenants, Conditions and Restrictions for who, having been duly sworn, stated that the statements nowledge and belief. Subscribed and sworn to before m
, i	CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSK. 1
My Commission Expires 3-10-08	

#### Foxchase

Collen Bakar		
(owner's signature)	(owner's signature)	
PILLER BAKER		
(printed)	(printed)	
81620 Foyckase Dr (street address)		(Section No.)
STATE OF INDIANA )  COUNTY OF MARION )		
Before me, a Notary Public, in and COLLEN BAKER  of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of the this 26th day of August, 2001	Declaration of Covenants, Conditions and who, having been duly sworn, state ir knowledge and belief. Subscribed as	ledged the execution and Restrictions for d that the statements
	Miana S. Mune Notary PublicSignature	y_
Residence County:	Printed	
My Commission Expires	DIANA L DENNEY NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXP. FEB. 18,2007	

#### Foxchase

(Relating to Ame	endment Approval Procedure)
Leven Sterk	
(owner's signature)	(owner's signature)
Derren Syerks	
(printed)	(printed)
8152 Fox Chase	1/r 2) 1
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	or said County and State, personally appeared, who acknowledged the execution 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: MARIAN	CATHERINE BORKUWSKI Printed
My Commission Expires 3-10-08	

#### Foxchase

Budy	may (. yo chalay
(owner's signature)	(owher's signature)
Bruce MilsRATINEY	MARY C. MCBRATNEY
(printed)	(printed)
8144 toxchase on	
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
•	
COUNTY OF MANON	
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	or said County and State, personally appeared  Mc having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature
Residence County: Maxido	ANDREA M. DAVIS  COMMISSION EXPIRES: 1-24-10  Printed COUNTY OF RESIDENCE: MARION
My Commission Expires 1/24/10	

#### Foxchase

Marcy & Llays (Owner's signature)	owner's signature)
(printed)	(printed)
8/42 Forchase Or (street address)	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a contained herein are true to the best of the	for said County and State, personally appeared  LET C. LEGYD, who acknowledged the execution  Declaration of Covenants, Conditions and Restrictions for  Ind who, having been duly sworn, stated that the statements  It knowledge and belief. Subscribed and sworn to before me
this <u>27 K</u> day of <u>AUGUST</u> , 2003	
Residence County: MARION	Notary Public Signature  Joy YVONNE PRICE  Printed
My Commission Expires 3/9/08	

### Foxchase

Susanne M. Mes	s
(owner's signature)	(owner's signature)
Susanne M Ness	
(printed)	(printed)
8134 Fox Chase Dr (street address)	24 ]
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
SUSANNE M. NESS	or said County and State, personally appeared , who acknowledged the execution
of the foregoing Amendment to Amended D	eclaration of Covenants, Conditions and Restrictions for
Foxchase, Sections One, Two and Three and	i who, having been duly sworn, stated that the statements
this <u>27 k</u> day of <u>AUGUST</u> , 2003.	knowledge and belief. Subscribed and sworn to before n
<del></del> "	
	( de Comme Price
	Notary Public - Signature
Residence County: MARION	Notary Public-Signature  Joy YVONNE PRICE  Printed
	Printed /
My Commission Expires 3/9/08	

#### Foxchase

Howard Lowell Martin	-
(owner's signature)	(owner's signature)
HOWARD LOWELL MARTEN	(mintod)
(printed)	(printed)
8/32-FOXCHASE DE	
(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	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 Borlowshi Notary Public-Signature  CATHERINE BORKOWSEI
Residence County: MARION	Printed BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

Som O. Laly	2x Deel
(owner's signature)	(owner's signature)
GRACE A. FALVEY	ROBERT H. DILL (printed)
(printed)	(buuren)
8116 Fox CHASE PR. (street address)	26 (Lot No.) (Section No.)
(54000 4541055)	
STATE OF INDIANA ) COUNTY OF MARION )	
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
Residence County: MARION	Notary PublicSignature  LATHERWE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase

James & Whelchel	7
(owner's signature)	(owner's signature)
JAMES A. WHERCHE (printed)	(printed)
(printed)	(printed)
8114 FOX CHASE L (street address)	$\frac{2.7}{\text{(Lot No.)}} \qquad \frac{1}{\text{(Section No.)}}$
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
, , , ,	
COUNTY OF MARION	
of the foregoing Amendment to Amended E	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
	Notary Public-Signature
Residence County: MARCH	Notary Public-Signature  CATHELINE BORKERS KA
My Commission Expires 3-10-08	

#### Foxchase

(	
	Sialore 20Col
(owner's signature)	(owner's signature)
Cato K. Cook	Beatrice L.D. Cock
(printed)	(printed)
8102 Foxchase Drive	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
CATO K. + BEATRICE L.D. C	for said County and State, personally appeared  CORK, who acknowledged the execution
Foxchase, Sections One, Two and Three and	Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements a knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature  Say YVONNE PRICE  Printed
Residence County: MARION	Printed PRICE
My Commission Expires 3/9/08	

#### Foxchase

Donne Molty	
(owner's signature)	(owner's signature)
Donna M Doty	
(printed)	(printed)
8072 Foxdrose Dr 46226	30 1
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	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
	Walkerine Borkowskie Notary Public-Signature
Residence County: MANDN	Printed BONKOWSKI
My Commission Expires 3 - 10-08	

#### Foxchase

Viano Phillia	
(owner's signature)	(owner's signature)
Diane Phillies	
(printed)	(printed)
Diane Phillips (printed)  8070 Fox Chase Di	03)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Diane Phillins	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 27th day of <u>906 057</u> , 2003.	knowledge and belief. Subscribed and sworn to before me
	Notar Public-Signature
	Notary Public-Signature
Residence County: MARION	Jay Yvanne PRICE
	Printed /
My Commission Expires 3/9/08	

#### Foxchase

Carla Marwell	
(owner's signature)	(owner's signature)
Carla Maxwell (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Mariny.	
Before me, a Notary Public, in and for the foregoing Amendment to Amended E Foxchase, Sections One, Two and Three and	
	Cother ine Borkowship Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

#### Foxchase

Janet L Ganell			
(owner's signature)	(own	er's signature)	
Janet. L. Garrett			
(printed)	(prin	•	
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 for 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 THY, 2003.	Declaration of Covena d who, having been d knowledge and belie	_, who acknovents, Condition of the cond	vledged the execution is and Restrictions for ed that the statements and sworn to before me
	Catherine Notary Public-Sign CATHERINE	Box Kez nature	usta
Residence County: MARIEN	CATHERING Printed	E BORKI	rwSky
My Commission Expires 3-10-08			

#### Foxchase

Ribard a. Jagar	Yathy a dogun
(owner's signature)	(owner's signature)
Richard A. Logan (printed)	(printed)
(street address)	<u>IN 46256</u> 35 Z (Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	or said County and State, personally appeared  Y A LOGAN  , who acknowledged the execution declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
this 19 day of TUCY, 2003.	2007
	Catherine Borkowshi
Residence County: MARION	CATHERINE BOKKOWSKI Printed
My Commission Expires 3-10-08	

#### Foxchase

(owner's signature)	(owner's signature)
RICHARD K. FEAN (printed)	(printed) Fred Y (printed)
80/6 TALLIHO DRIVE (street address)	37   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  YNTEGAN, 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 Borlierster
Residence County: MARION	CATHERINE BERKOWSKI Printed
My Commission Expires 3-10-08	

Foxchase

Jaye Wetzelberg	
(owner's signature)	(owner's signature)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three ar	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements r knowledge and belief. Subscribed and sworn to before me
	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

Whid I Trabue	
(owner's signature)	(owner's signature)
Astrid L. TRABU	€
(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 and	Gothevine Barkowshi
Residence County: MARION	Notary PublicSignature  CATHERINE BOR KOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

- Ja an Flesen	
(wwner's signature)	(owner's signature)
JOANN FLESER	
(printed)	(printed)
8042 Talliko Dr.	41 2
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and	d for said County and State, personally appeared, who acknowledged the execution
	d Declaration of Covenants, Conditions and Restrictions for
	and who, having been duly sworn, stated that the statements
this 17 day of TWY, 200	eir knowledge and belief. Subscribed and sworn to before m
	Catherine Borkowski Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase

(owner's signature)  Clubles D. Praed  (printed)  (printed)  (street address)	(owner's signature)  ARTHA L. RAED  (printed)  (Lot No.) (Section No.)
of the foregoing Amendment to Amended I	for said County and State, personally appeared  ETAL - PLAED , 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:	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

#### Foxchase

Amendment to Article XVII, Section 4

(Relating to Amendment Approval Procedure)				
(owner's signature)  CALVIN N STREUSSY (printed)  8032 Tallillo Dr (street address)	(owner's signature)  GENE W STEUSS 4  (printed)  43  Clot No.) (Section No.)			
STATE OF INDIANA ) COUNTY OF MARION )				
Before me, a Notary Public, in and for said County and State, personally appeared				
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed			
My Commission Expires 3-10-08				

Foxchase

D. Beld!	
(owner's signature)	(owner's signature)
DIANA BEDWELL	
(printed)	(printed)
8022 Tall HO DENTE	<u>45</u> <u>2</u>
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended I	for said County and State, personally appeared, who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for ad who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before m
	Notary Public-Signature  CATHERINE BORKOWSKI
Residence County: MARION	Printed BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

(owner's signature)	(owner's signature)	-
EARBARA LANSON (printed)	Leanne Larson (printed)	-
SO12 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 D	for said County and State, personally appeared , who acknowledged the executed of Covenants, Conditions and Restriction of Who, having been duly sworn, stated that the state knowledge and belief. Subscribed and sworn to be Notary PublicSignature	ns for ments
	Notary Public Signature  Soy YVONNE FRICE	

#### Foxchase

Jar Bul	Mu	rick K	BREHM
(owner's signature)	/ (ov	mer's signature)	<i></i>
John R. Brehm	MU	RIEh K	. BREHM
(printed)	(pr	inted)	
8010 TAU 160 DA		de 43	Z (Section No.)
(street address)		(LOCINO.)	(Section 140.)
Before me, a Notary Public, in and for the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 27 day of AUGUST, 2003.	declaration of Coverage who, having been knowledge and be	, who acknow nants, Conditions duly sworn, state ief. Subscribed a	and Restrictions for that the statements and sworn to before me
	P. Thom Notary PublicSi	gnature	raysp.
Residence County:	Printed	D TUOMAC N	AL VACCIO
My Commission Expires		P. THOMAS N Notary Public, S County of My Commission Exp	state of Indiana f Marion

### SIGNATURE PAGE Foxchase

(owner's signature)	(owner's signature)
Sherman D Hammen (printed)	(printed) Hamman
(street address)	<u>50</u> <u>2</u> (Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MARION )	
SHERMAN D. * BARBARA J. HA of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their	For said County and State, personally appeared  MMMAN  , who acknowledged the execution Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
this 27th day of <u>QUEUST</u> , 2003.	Notary Public Signature
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

### SIGNATURE PAGE Foxchase

hanklin L. Speck	lman	
(owner's signature)	(owner's signatur	re)
Franklin L. Speckr (printed)	nen	·····
(printed)	(printed)	
8021 Talliho Dr	49	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and FRANKUN L SPECKMAN	for said County and State, persona, who ackn	lly appeared owledged the execution
of the foregoing Amendment to Amended	Declaration of Covenants, Condition	ons and Restrictions for
Foxchase, Sections One, Two and Three a	nd who, having been duly sworn, s	tated that the statements
contained herein are true to the best of the this 3 day of MARCH, 200	ir knowledge and benef. Subscribe	et and sworn to before in
	Gatherine Borke	nosh
	Notary PublicSignature	
Residence County: MARION	CATHERINE BORKE	owsk <sub>i</sub>
My Commission Expires 3-10-08		

#### Foxchase

AL TO THE STATE OF		
(owner's signature)	(owner's signature)	
(printed)	(printed)	
8001 70 -3	51	
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARIEN		
Before me, a Notary Public, in an DOUG SWAN of the foregoing Amendment to Amended	d for said County and State, personally, who acknow	
Foxchase, Sections One, Two and Three contained herein are true to the best of the		
this   day of   ll Ly , 200	2007	and sworn to boloro III.
_	Catherine Borker	uslu
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOW  Printed	75K1
My Commission Expires 3-10-08		

#### Foxchase

mile W	
(owner's signature)	(owner's signature)
Michael WARD	
(printed)	(printed)
8033 Talliha Deur	5Z Z
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	$\mathcal{L}$
	Notary Public-Signature
Residence County: MARION	CATHERINE BONKOUSUI Printed
My Commission Expires 3 1008	

#### 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 contained herein are true to the best of the this	Catherine Borbarshi Notary Public-Signature
Residence County: MARION	CATHERINE BORKONSKI Printed
My Commission Expires 3 10 OX	_

#### Foxchase

LAND Drom		
(owner's signature)	(owner's signature)	
BEVERLY S, GROWN (printed)	(printed)	
5110 1 31 1	<b>=</b> 4	2
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
Before me, a Notary Public, in and BANKEY S BROWN of the foregoing Amendment to Amended I	for said County and State, personally who acknow	vledged the execution
Foxchase, Sections One, Two and Three are contained herein are true to the best of their this, 2003	id who, having been duly sworn, stat knowledge and belief. Subscribed	ed that the statements
uns C day of AMALES 3000	Don Showing Bouleau	sho_
Residence County: WARLON	Notary Public-Signature  ATHER (NE BORGE  Printed	<u>ousk</u>
My Commission Expires 3-10-08		

#### Foxchase

S. J. Bran			
(owner's signature)		(owner's signature)	
MARY JANE SPENCET (printed)  8049 TALUHO DRIVE (street address)	? — =	(printed)  SS  (Lot No.)	2 (Section No.)
STATE OF INDIANA ) COUNTY OF MARION  Before me, a Notary Public, in and for	ow gold County	and State nersonally	v anneared
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 27 day of AUSST, 2003.	eclaration of C	ovenants, Condition seen duly sworn, state	as and Restrictions for ted that the statements
	P. M. Notary Public	rmas Musse Signature	ay)
Residence County:	Printed	Notary Public,	MURRAY, JR. State of Indiana
My Commission Expires			of Marion xpires Dec. <b>20, 2009</b>

#### Foxchase

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

` ~	
1 Tetter Parky	
(owner's/signature)	(owner's signature)
Betty BARBER	
(printed)	(printed)
8051 / AllIHO DR	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
Dem LAAREA	r said County and State, personally appeared , who acknowledged the execution
Three and Three 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
	PINOMAN MARKAYA
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

	<i>^</i>	•
Bolow	Multy M (owners signatur	any re)
(owner's signature)	(0111111)	
BEW GUBNCY (printed)	$\frac{SHRICYG}{\text{(printed)}}$	- JANCY
8043 Tilliho	$\frac{54}{4}$	(Section No.)
(street address)	(10110.)	(Bootlon 110.)
STATE OF INDIANA  COUNTY OF MANY		
Before me, a Notary Public, in and for the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 27 day of	d who, having been duly sworn, knowledge and belief. Subscrib	ions and Restrictions for stated that the statements
Residence County: Marik	Notary Public-Signature  Kar L. OCONNY  Printed	
My Commission Expires 9/10/06	•	

#### Foxchase

Stelle	Muriel K. Britan (owner's signature)
(owner's signature)	(owner's signature)
John 2 Beelting	MURIEL K. BREHM
(printed)	(printed)
8061 Talliho Die	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three a	I for said County and State, personally appeared  EL K BREHM, who acknowledged the execution  Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statements air knowledge and belief. Subscribed and sworn to before me
	Notary Public-Signature
Residence County: MARIEN	Notary Public-Signature <u>CATHER INE BORKOWSKI</u> Printed
My Commission Expires 3 10 08	

#### Foxchase

1 M Marke		
(owner's signature)	(owner's signatu	re)
Melissa Roache		
(printed)	(printed)	
SULA Talliho D/ (street address)		(Section No.)
STATE OF INDIANA )  COUNTY OF ( Or 1 or )		
Before me, a Notary Public, in an MELISSA ROACHE of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three contained herein are true to the best of the this Aday of ALGUST, 200	d Declaration of Covenants, Conditional and who, having been duly sworn, seighnowledge and belief. Subscribe	nowledged the execution tons and Restrictions for stated that the statements
	Notary PublicSignature	wsho
Residence County: MARION	Notary PublicSignature  CATHERINE BORK  Printed	(OWSK)
My Commission Expires 3-10-08	_	

#### Foxchase

William Il force	WILLIAM M HOR
(owner's signature)	(owner's signature)
(printed)	(printed)
(printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amended D  Forchase Sections One. Two and Three and	Notary Public-Signature
Residence County: MAKION	Printed BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

ten & to -	
(owner's signature)	(owner's signature)
KEVIN J. CHRISTEL	
(printed)	(printed)
8083 TALLIHO DRIVE	£ _ 62 Z
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and in	for said County and State, personally appeared, who acknowledged the execution
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	Declaration of Covenants, Conditions and Restrictions for d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before me
	P. Jesman Musica A Notary Public-Signature
Residence County:	
	Printed P. THOMAS MURRAY, JR.
My Commission Expires	Notary Public, State of Indiana County of Marion New Commission France Pro-
	My Commission Expires Dec. 20, 2009

#### Foxchase

Marie Halrer	
(owner's signature)	(owner's signature)
NANCI HABER	
(printed)	(printed)
8091 Tall; he De (street address)	$\underline{}$ 63 $\underline{\mathcal{L}}$
(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 De	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
this $\overline{Z7}$ day of $\overline{AU6U57}$ , 2003.	anowiedge and benefit. Dubschiede and swelli to believe in
	Notary Public-Signature
	Notary Public-Signature
Residence County:	
	Printed
M. G. Carlos P. C.	P. THOMAS MURRAY, JR. Notary Public, State of Indiana
My Commission Expires	County of Marion
	My Commission Expires Dec. 20, 2009

#### Foxchase

Stulling 11 Athins	
(owner's signature)	(owner's signature)
SHOREY WATKINS	
(printed)	(printed)
8093 TOLLIHO DR	64
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
of the foregoing Amendment to Amend  Forchese Sections One, Two and Three	who acknowledged the execution ed Declaration of Covenants, Conditions and Restrictions for e and who, having been duly sworn, stated that the statements their knowledge and belief. Subscribed and sworn to before me
	Catherine Borkovshi Notary Public-Signature CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10-08	

#### Foxchase

Man Box Liever	
(owner's signature)	(owner's signature)
Mary Beth Lippold	(printed)
8135 Talliho DR	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
MARY BETH LIPPOLD  of the foregoing Amendment to Amended D  Foregoing Spections One Two and Three and	or said County and State, personally appeared , 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
	Notary Public-Signature  Joy Yvonne PRICE
Residence County: MARION	Printed Printed
My Commission Expires 3/9/08	

#### Foxchase

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

Mong E awson	
(owner's signature)	(owner's signature)
May E. Cowson	·
(printed)	(printed)
8145 Talliho Dive (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MAKION	
of the foregoing Amendment to Amende Foxchase, Sections One, Two and Three	
	CATHERINE BORKOWSKI
Residence County: MARION	Printed BORILOWSKI
My Commission Expires 3-10-08	

• . .

#### Foxchase

(owner's signature)	
(owner's signature)	(owner's signature)
Taylor E DaRR	(printed)
(printed)  8147 TALLIHO DV.  (street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
Before me, a Notary Public, in and for of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 27th day of AUGUST, 2003.	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    Subscribed   Subscribed
Residence County: ///ARION	Printed Printed
My Commission Expires 3/9/08	

#### Foxchase

Dourd Zuffer		
(owner's signature)	(owner's signature)	
Dona + Frikos		
(printed)	(printed)	
8153 Talleto Dr.		Costion No.
(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, who acknow	appeared ledged the execution
of the foregoing Amendment to Amended L	eclaration of Covenants, Conditions	and Resulctions for
Fovehage Sections One Two and Three and	i who, having been duly sworn, state	d that the statements
contained herein are true to the best of their	knowledge and belief. Subscribed a	na swom to before the
this <u>47 He</u> day of <u>AUGUST</u> , 2003.		
	Jay Yvonne Pero	<u>ε</u>
	Notary PublicSignature	
Paridonae County: NARION	Day pronne Their	i.
Residence County.	Printed	<del></del>
My Commission Expires 3/9/08		
Residence County: My Commission Expires 3/9/08	Notary Public-Signature	

#### Foxchase

A	
1	
(owner's signature)	(owner's signature)
(JIM MIRRIS	
(printed)	(printed)
8155 TALLIHODR.	<u>-1</u> <u>3</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
Before me, a Notary Public, in an an individual of the foregoing Amendment to Amenda Foxchase, Sections One, Two and Three	nd for said County and State, personally appeared  who acknowledged the execution of Declaration of Covenants, Conditions and Restrictions for and who, having been duly sworn, stated that the statement their knowledge and belief. Subscribed and sworn to before 1003:2007
	Cathovino Ben Koustin Notary Public-Signature
Residence County: MARICA	Notary Public-Signature  CATHERINE BORKEWSKY  Printed
My Commission Expires 370-08	

#### Foxchase

Sand Mressie	
(owner's signature)	(owner's signature)
DENALD J. FRESSIE (printed)	
(printed)	(printed)
8163 TALLIHE DR. (street address)	7/ 3 (Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
DONALD J. FRESSIE  of the foregoing Amendment to Amended D.  Fovchase 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
uns <u>w/ /k</u> day or <u>/// o o o </u>	
Residence County: MARION	Notary Dublic-Signature  Joy Yvonne Price  Printed
My Commission Expires 3/9/08	

#### Foxchase

D-1HAM		
(owner's signature)	(owner's signature)	
(printed)	(printed)	
8/63 Tallilo Do	$\frac{12}{\text{(Lot No.)}}  \frac{3}{\text{(Section No.)}}$	
(street address)	(Lot No.)	
STATE OF INDIANA )		
COUNTY OF MARION		
of the foregoing Amendment to Amended De	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 statement chowledge and belief. Subscribed and sworn to before the statement of t	ւ Տ
this 12th day of 14LY, 2002	MIOWIOUGO MICE GONOL. BUDGOLLOGE MEET SAN MICE	
(	Gatherine Borkaroshi	
	Notary PublicSignature	
Residence County: MARION	Notary PublicSignature  LATHERINE BORKOWSKI  Printed	
My Commission Expires 3-10-08		

#### Foxchase

Rosemann E. Rian		
(owner's signature)	(owner's signature)	)
ROSEHARIE E. RIAI	V	
(printed)	(printed)	
8175 Tallihod		3_
(street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF MARION		
ROSEMARIE E RIAN		vledged the execution
of the foregoing Amendment to Amended I		
Foxchase, Sections One, Two and Three an		
contained herein are true to the best of their this 30 day of TUNK, 2008		and sworn to before me
3		, , , , ,
	Catherine Bor	howshin
	Notary Public-Signature	
Residence County: MARION	Notary Public-Signature  CATHERINE BOR	Lowsle (
	Printed	
My Commission Expires 3-10-08		

#### Foxchase

Leon	
(owner's signature)	(owner's signature)
A Feduria Instan	
(printed)	(printed)
8177 Talliho D.	74 San 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and EDWIN GASTON	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
this 4 day of 7000	r knowledge and belief. Subscribed and sworn to before me
1	
	Notary Public-Signature  Notary Public-Signature  LATHERINE BORKOWSKY
	Notary PublicSignature
Residence County: WWWW	MATHERINE BORKOWSKY Printed
My Commission Expires 3 10 -08	

#### Foxchase

Clipater's signature)	(owner's signature)
ELIZABETH W ADAMS	
(printed)	(printed)
8187 TALLIHODR	<u>76</u> <u>3</u>
(street address)	(Lot No.) (Section No.)
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	Galhavina Bowleauster
Residence County: MARION	Notary Public-Signature  CATHELINE BORICOWSKI  Printed
My Commission Expires 3-10-08	

#### Foxchase

DURA!	
(owner's signature)	(owner's signature)
RICHARD RUH	
(printed)	(printed)
8195 Sel 200.	<u>3</u>
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION )	
RICHARD RUFF	ad 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
	eig knowledge and belief. Subscribed and sworn to before mo
this 8 day of AUGUST, 20	03
• 1	Carlerine Berkoushi Notary Public-Signature
Residence County: MARION	CATHERINE BORKOWSKI Printed
My Commission Expires 3-10 08	

#### Foxchase

Donna Gotten		
(owner's signature)	(owner's signature)	
Donna Godfree		
(printed)	(printed)	
8197 Talliho &v. (street address)	<u>78</u> 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 Declaration of Covenants, Conditions and Restrictions for	1
Foxchase, Sections One, Two and Three and	d who, having been duly sworn, stated that the statements knowledge and belief. Subscribed and sworn to before r	S
· ·	Catherine Borkowsto  Notary Public-Signature	
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKA  Printed	
My Commission Expires 3-10-08		

#### Foxchase

ROBERT M. HHL (owner's signature)	Mayaret R. Ghears (Owner's signature)	
ROBERT M. AHEARN (printed)	(Gwner's signature)  MARGARET L. AHEARN  (printed)	
8198 FOXCHASE CIRCLE (street address)	(Lot No.) (Section No.)	
STATE OF INDIANA )  COUNTY OF MAKINA		
Before me, a Notary Public, in and for sai MARGARET R. AHEARN & RESERT M. A	the ARN, who acknowledged the execution	1
Foxchase, Sections One, Two and Three and who	ration of Covenants, Conditions and Restrictions for o, having been duly sworn, stated that the statements wledge and belief. Subscribed and sworn to before n	S
Not	ary pronne Price	
Residence County: MARION Prin	Joy Yvann€ PRICE	
My Commission Expires $\frac{3/9/08}{}$		

#### Foxchase

- Kerrenie Laure	
(owner's signature)	(owner's signature)
FLOWEINE GHERUND (printed)	(printed)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF Marion	
Foxchase, Sections One, Two and Three and who	d County and State, personally appeared, who acknowledged the execution 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	by Yvonne PRICE
Residence County: Matton Print	
My Commission Expires 3/9/08	

Foxchase

Amendment to Article XVII, Section 4		
(Relating to Ar	mendment Approval Procedure)	
Charles In Tinsley	margaret a Tinsley	
(owner's signature)	(owner's signature)	
(printed)	MARGARET TIMSLE)	
S190 FOX CHASE C, (street address)	(Lot No.) 3 (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  y, 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	
·	Rothevine Borkowshi Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOWSKI Printed	
My Commission Expires 3-10-08		

#### Foxchase

B)	
(owner's signature)	(owner's signature)
(printed) GENTRY!	(printed)
(street address)	$\frac{g_{\mathcal{L}}}{\text{(Lot No.)}}  \frac{3}{\text{(Section No.)}}$
STATE OF INDIANA )  COUNTY OF MARION )	
Before me, a Notary Public, in and BRANDON GENTRY 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 not
	CATHERINE BORKOWSKI
Residence County: MARION	CATHERINE BORKOWSKI
My Commission Expires 3-10-08	

#### Foxchase

Lan Worl	Esther & Worl
(owner's signature)	(owner's signature)
KAREN (CORL	ESTHER G WORL
(printed)	(printed)
8182 Forch ASE GOCE	84 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and for KNREN & ESTHER WORL	or said County and State, personally appeared
	, who acknowledged the execution eclaration of Covenants, Conditions and Restrictions for
	who, having been duly sworn, stated that the statements
	knowledge and belief. Subscribed and sworn to before me
' ',	$(Q_{ij}) \circ Q_{ij} = Q_{ij}$
·	Catherine Borkowshi
	Notary Public-Signature
Residence County: MAR 10N	Notary Public-Signature  CATHERINE BONKOWSK  Printed
<b>7</b>	Fillica
My Commission Expires 3-10-08	

#### Foxchase

Dagle. W.L	
(owner's signature)	(owner's signature)
DOUGHS M- SLOAN	
(printed)	(printed)
8178 FUFCHASE CIACLE (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	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
1	Notary Public-Signature  Soy VVONNE FRICE
Residence County: MARION	Printed Printed
My Commission Expires $3/9/08$	

#### Foxchase

Allace Olan	Q + 0 80 -	<b>7</b> 2
(owner's signature)	(owner's signature)	Marie
WALTER A. KENYON (printed)	PNNET D. GAE, (printed)	AT /Jous E
8150 Foxchase Cinco (street address)	1	3 ction No.)
STATE OF INDIANA ) COUNTY OF MARION )		
Before me, a Notary Public, in and for WAUTER A KENYOW 2 ANNEY D of the foregoing Amendment to Amended De Foxchase, Sections One, Two and Three and contained herein are true to the best of their k	eclaration of Covenants, Conditions and F who, having been duly sworn, stated that	I the execution Restrictions for the statements
<b>.</b>	Catherine Berkeuslin Notary Public-Signature	) <del>-</del> -
Residence County: MARION	Notary PublicSignature  CATHERINE BORKOWSE  Printed	<u>/</u>
My Commission Expires 3-10-08		

Foxchase

Amendment to Article XVII, Section 4 (Relating to Amendment Approval Procedure)		
(owner's signature)  VAMESH, WALL  (printed)  (printed)  (street address)	(owner's signature) (printed)  90 (Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF MARION		
Before me, a Notary Public, in and for said County and State, personally appeared  JAMES CLAIC 3 ROSMUN CLAIG , 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 23 day of July , 2004.  When the statement of the best of their knowledge and belief. Subscribed and sworn to before me this 23 day of July , 2004.		
Residence County: MAKION	Notary Public-Signature  CATHERINE BORKOWSKS  Printed	
My Commission Expires 3-10-08		

#### Foxchase

(Relating to Amendmen	(Approval Procedure)	
122		
(owner's signature)	(owner's signature)	:
(printed)	(printed)	
8140 Fox chase Circle (street address)	(Lot No.)	(Section No.)
STATE OF INDIANA )		
COUNTY OF Marion		
Before me, a Notary Public, in and for said C	ounty and State, personally	appeared
of the foregoing Amendment to Amended Declaration Foxchase, Sections One, Two and Three and who, has contained herein are true to the best of their knowled this 25th day of, 2003.	wing been duly sworn, state	ed that the statem
Gyman Notary I	Maniflance Public-Signature	m
Residence County: Many Ann Ann Ann Ann Ann Ann Ann Ann Ann A	MARI'E COLAI	90000
My Commission Expires 11.32008		



#### Foxchase

Uni Chon	<del> </del>	
(owner's signature)	(owner's signature)	
Umi Chong		
(printed)	(printed)	
8/38 Foxchase Ci (street address)	rcle (Lot No.) (Section No.)	
STATE OF INDIANA )		
COUNTY OF MARKON		
UMI CHONG	for said County and State, personally appeared, 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 17 day of Statement, 2004		
	Contherine Borkowskie  Notary Public-Signature	
Residence County: MARION	CATHERINE BORKOLOSKI Printed	
My Commission Expires 3-10-08		

Foxchase

(owner's signature)	(owner's signature)	
(printed)	(printed)	
(street address)	<u>93</u> <u>2</u> (Lot No.) (Section No.)	
STATE OF INDIANA )  COUNTY OF Marion		
of the foregoing Amendment to Amended Foxchase, Sections One, Two and Three as	for said County and State, personally appeared, who acknowledged the executive Declaration of Covenants, Conditions and Restrictions found who, having been duly sworn, stated that the statement is knowledge and belief. Subscribed and sworn to before 3.	for nts
	Notary Public-Signature  Loy VONNE PRICE	
Residence County: Mattern	Joy / VONNE PRICE Printed	
My Commission Expires 3/9/08		

#### Foxchase

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

#### Foxchase

Carol S. Miller	
(owner's signature)	(owner's signature)
CAROL S. MILLER	
(printed)	(printed)
(printed)  8/26 Josephane Circle	95 3 (Lot No.) (Section No.)
(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:	
	Printed
My Commission Expires	P. THOMAS MURRAY, JR. Notary Public, State of Indiana County of Marion My Commission Expires Dec. 20, 2009

#### Foxchase

Kishard McDarres Je	,
(owner's signature)	(owner's signature)
(owner's signature)  RICHARD I. MEDANIEC, Sa (printed)  8124 FOXCHASE CIRCLE (street address)	<u></u>
(printed)	(printed)
8124 FOXCHASE CIRCLE	(Lot No.) (Section No.)
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF <u>MARION</u> )	
Before me, a Notary Public, in and for	said County and State, personally appeared
RICHARD I. MCDANIEL, JR	, who acknowledged the execution claration of Covenants, Conditions and Restrictions for
of the foregoing Amendment to Amended Dec	laration of Covenants, Conditions and Restrictions for
	who, having been duly sworn, stated that the statements towledge and belief. Subscribed and sworn to before me
, 2003.	
_	Jy Jenne Price  Notary Public-Signature  Joy YVONNE PRICE
$\overline{N}$	lotary Public-Signature
Residence County: MARION	JOY YVONNE PRICE
	rinted
My Commission Expires 3/9/08	

#### Foxchase

1	
Hary Cor	(owner's signature)
(owner's signature)	(owner's signature)
(printed)	SALURA T COFTC2 (printed)
	. h
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
of the foregoing Amendment to Amended D Foxchase, Sections One, Two and Three and	or said County and State, personally appeared  A CORTEZ, 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 Barkowship Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOWSKI  Printed
My Commission Expires 3-10-08	

Foxchase

	o Article XVII, Section 4 Idment Approval Procedure)
(owner's signature)	(owner's signature)
Thomse Auman	(
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA ) COUNTY OF MARION	
Before me, a Notary Public, in and for MAN AUMAN 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 14 day of 1003.	· · · · · · · · · · · · · · · · · · ·
Residence County: MARION	Carthaine Barkausa  Notary Public-Signature  CATHERINE BORKOWSK
My Commission Expires 3-10-08	Printed

#### Foxchase

(Iterating to Extract	demont , Thb.		
Circly ( Reec)		(owner's signature)	··
(owner's signature)  Cindy K. Reed		`	
$\frac{\text{(printed)}}{8(56\sqrt{000})}$		(printed) <i>QQ</i>	3
(street address)	p	(Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF <u>MARION</u> )			
Before me, a Notary Public, in and for CINDY REED		, who acknow	wledged the execution
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 12th day of 144, 2004	who, having b	een duly sworn, stat	ted that the statements
	Cather	ine Borkow	Sho_
8000.04	Notary Public-	-Signature INE BORKOU	ISKI
	Printed	ina anticore	<u> </u>
My Commission Expires 3-10-08			

#### Foxchase

June D. Feick	
(owner's signature)	(owner's signature)
June D. Feick	
(printed)	(printed)
5/58 Jallele & St. (street address)	/ (Lot No.) (Section No.)
(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	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
	By Jonnie Price
	Notary Public Signature
Residence County: MARION	Notary Public Signature  Soy YVONNE PRICE  Printed
My Commission Expires 3/9/08	

#### Foxchase

Manda Terry			
(owner's signature)	(owne	er's signature)	
WANDA TERR	) (print	ed)	
8/64 Talliha (street address)	On.	<u>]0 </u> (Lot No.)	(Section No.)
STATE OF INDIANA ) COUNTY OF MARION			
Before me, a Notary Public, in and find the foregoing Amendment to Amended I. Foxchase, Sections One, Two and Three and contained herein are true to the best of their this 2 day of 4, 2004.	Declaration of Covenar 1 who, having been du	, who acknownts, Conditions ally sworn, state	rledged the execution s and Restrictions for ed that the statements
	Catherine & Notary Public-Signa	Borkaist uture	W
Residence County: MARION	Notary Public-Signa  CATHERINE  Printed	BORKO	NSKI
My Commission Expires 3-10-08			

#### Foxchase

Deviera Maas	
(owner's signature)	(owner's signature)
GEORGIA KRAAS	
(printed)	(printed)
8166 TALLHO DR	102 3
(street address)	$\frac{102}{\text{(Lot No.)}} \qquad \frac{3}{\text{(Section No.)}}$
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
of the foregoing Amendment to Amende	ed Declaration of Covenants, Conditions and Restrictions for
	e and who, having been duly sworn, stated that the statements neir knowledge and belief. Subscribed and sworn to before me 1003.
Residence County: MARION	Notary Public-Signature  Soy YVONNE PRICE
,	Printed /
My Commission Expires 3/9/08	

#### Foxchase

Catherine Borkowshi	Clark Bla	-k
(owner's signature)	(owner's signature)	
CATHER INT BORKOWSKI	CHERYL PLANCE	
(printed)	(printed)	
8173 FOXCHASE CIR		(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 BORKOWKH & CHERYO	PLANCK, who acknow	ledged the execution
of the foregoing Amendment to Amended Declarati		
Foxchase, Sections One, Two and Three and who, I		
contained herein are true to the best of their knowle	edge and belief. Subscribed a	nd sworn to before me
this 31 day of MARCH , 2007.6	.2	
Notary	amanth & Way Public-Signature	<u></u>
Residence County: Hamilton PUBLIC SE	mantha L. Way	<del></del>
My Commission Expires 7 - 12 08 8 100 20 20 20 20 20 20 20 20 20 20 20 20 2		

#### Foxchase

Cartherine Borlews and		
(owner's signature)	(owner's signature)	
CATHERINE BORKOWSKI		
(printed)	(printed)	
8169 FOXCHASE CIR	$\frac{10.7}{\text{(Lot No.)}} \frac{3}{\text{(Section No.)}}$	
(street address)	(Lot No.) (Section No.)	
STATE OF INDIANA ) COUNTY OF <u>MARION</u> )		
Before me, a Notary Public, in and for sai	, who acknowledged the executi	ion
of the foregoing Amendment to Amended Declar	ration of Covenants, Conditions and Restrictions is	for
	o, having been duly sworn, stated that the stateme	
this 28th day of JANUARY, 2004.	vledge and belief. Subscribed and sworn to before	e me
NY.	ayponing Price	
	,*	
Residence County: Marion	by YVONNE PRICE	
Prin	t <del>te</del> d	
My Commission Expires <u>3/9/08</u>		

#### Foxchase

(owner's signature)	Kachneye E. Martell (owner's signature)
ALEX F. MARTELL (printed)	KATHRYN E. MARTELL (printed)
8167 FOXCHASE CINCLE (street address)	<u>/08</u> <u>3</u> (Lot No.) (Section No.)
STATE OF INDIANA )  COUNTY OF MELVIS A	
of the foregoing Amendment to Amended I Foxchase, Sections One, Two and Three an	For said County and State, personally appeared  ALI  , 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
	Deuter L Cosquore Notary Public-Signature
Residence County: Merrian	Printed L Cop grove
My Commission Expires 0-6-07	

#### Foxchase

Shewlyn L. Klein	
(owner's signature)	(owner's signature)
Sherilyn L. Klein (printed)	
<u> </u>	(printed)
8/39 Foxchase Circle	<u>/09</u> <u>3</u>
(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 Amended	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 35th day of August, 200	eir knowledge and belief. Subscribed and sworn to before me 13.
J	0
	Hotary Public-Signature  Betty J. Hertel
Residence County: Marion	Betty J. Hertel
My Commission Expires 9/4/20/	0

#### Foxchase

_ /	
Donna Tr. Meadown	
(owner's signature)	(owner's signature)
Donna M. Mendrus	
(printed)	(printed)
Donna M. Meadows (printed)  8137 Foxchesc Circle	110 3
(street address)	(Lot No.) (Section No.)
STATE OF INDIANA )	
COUNTY OF MARION	
Before me, a Notary Public, in and to DONNA MEDDONS	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 3th day of Juy, 2004	knowledge and belief. Subscribed and sworn to before me
,	Catherine Borkowship Notary Public-Signature
Residence County: MARION	Notary Public-Signature  CATHERINE BORKOVSKY  Printed
My Commission Expires 3-60-08	