



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

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**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

*Frank Hogan*  
*632-4463*

COPY

ARTICLES OF INCORPORATION  
OF  
FOX RIDGE HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, desiring to form a mutual benefit corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE I  
Type and Name

This is a mutual benefit corporation. The name of the Corporation is "FOX RIDGE HOMEOWNERS' ASSOCIATION, INC."

ARTICLE II  
Purposes

Section 1. Purposes. The Corporation is formed as an owner's association in connection with the development of Fox Ridge Homeowners' Association, Inc., a residential subdivision in Marion County, Indiana, pursuant to the plat or plats thereof now or hereafter recorded in the office of the Recorder of Marion County, Indiana (hereinafter referred to as "Fox Ridge Homeowners' Association, Inc.") and, in furtherance of such general purpose, shall have the following specific purposes:

(a) To provide for the management and maintenance of the Common Amenities, Easements, and Drainage System now or hereafter constructed within Fox Ridge, such purposes being more particularly specified in a Declaration of Covenants, Conditions and Restrictions of Fox Ridge recorded as Instrument #970064209, the Agreement in the Marion County Recorder's Office and all amendments or supplements thereto (hereinafter the "Declaration"), the terms and conditions thereof and legal description contained therein being incorporated herein by reference.

(b) To exercise all powers and duties of the Board of Directors referred to in the Declaration.

(c) To do all acts and things necessary, convenient or expedient to carry out the express purposes for which the Corporation is formed.

Section 2. Powers. Subject to any specific written limitations imposed by the Act or by these Articles of Incorporation, and in furtherance of the purposes set forth in Section 1 of this Article, the Corporation shall have all the statutory powers specified in Section 4 of the Act.

Section 3. Limitation Upon Purposes and Powers. The Corporation shall not, by implication or construction, possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration to its members as such; provided, however, that nothing shall prohibit reasonable compensation to members for services actually rendered, upon approval by the Board of Directors, nor shall the Corporation be prohibited from engaging in any undertaking for profit so long as such undertaking does not inure to the profit of its members. The Corporation shall issue no stock and shall pay no dividends at any time.

ARTICLE III  
Terms of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV  
Principal Office and Resident Agent

The Post Office address of the principal office of the Corporation is 286 Golf Court, Greenwood, IN 46143; and the name and post office address of its Resident Agent in charge of such office is Donald W. Brennan, 286 Golf Court, Greenwood, IN 46143.

ARTICLE V  
Membership and Voting Rights

Section 1. Membership. Every owner of a Lot or Half-Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Half-Lot.

Section 2. Classes of Membership.

The Association shall have two classes of voting membership:

Class A.

Class A members shall be all owners with the exception of Donald W. Brennan, and shall be entitled to one vote for each Lot or Half-Lot owned. When more than one person holds an interest in any Lot or Half-Lot, all such persons shall be members. The vote for such Lot or Half-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 or Half-Lot.

Class B.

The Class B member shall be Donald W. Brennan, who shall be entitled to three (3) votes for each Lot or Half-Lot owned and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A

membership equal or exceed the total votes outstanding in the Class B membership, or January 1, 2007, whichever occurs earlier.

Section 3. Meetings. All members shall be entitled to attend meetings of all the members of the Corporation when and if they are held or called.

Section 4. Dues and Assessments. The amounts, method of payment, and sanctions for non-payment of membership dues and assessments shall be specified by the By-Laws of the Corporation and the Declaration.

## ARTICLE VI Data Respecting Directors

Section 1. Number. The number of the Directors of the Corporation shall be not less than three (3) nor more than nine (9), the exact number to be specified from time to time by the By-Laws of the Corporation. If the By-Laws do not otherwise provide, the number of Directors shall be six (6).

Section 2. Term of Office. Except as otherwise provided in the Covenants, all of the Directors shall be elected by the members entitled to vote at each annual meeting and shall hold the office for a term of two (2) years or until their successors have been duly elected and qualified. All Directors must be members. A Director may be removed at any time, with or without cause, by a two-thirds vote of the Board of Directors.

Section 3. Names and Post Office Addresses. The names and post office addresses of the First Board of Directors of the Corporation are as follows:

<u>Name</u>	<u>Number and Street</u>	<u>City and State</u>
Donald W. Brennan	286 Golf Court	Greenwood, IN 46143
Juanna Brennan	286 Golf Court	Greenwood, IN 46143

## ARTICLE VII Incorporator

The name and post office address of the Incorporator is as follows:

<u>Name</u>	<u>Number and Street</u>	<u>City and State</u>
Donald W. Brennan	286 Golf Court	Greenwood, IN 46143

## ARTICLE VIII Property of Corporation

The Corporation is without any property or assets upon its incorporation.

ARTICLE IX  
Provisions for Regulation of Business and Conduct  
of the Affairs of the Corporation

Section 1. Meetings of Members. Meetings of the members of the Corporation shall be held at such place, within or without the State of Indiana, as may be authorized by the By-Laws and specified in the respective notices or waivers of notice of any such meeting.

Section 2. Meetings of Directors. Meetings of the Board of Directors of the Corporation shall be held at such place, within or without the State of Indiana, as may be authorized by the By-Laws and specified in the respective notices or waivers of notice of any such meeting.

Section 3. By-Laws. The Board of Directors of the Corporation shall have the power to make, alter, amend or repeal the By-Laws of the Corporation by an affirmative vote of the majority of the members of the Board of Directors, except as stated in the Declaration.

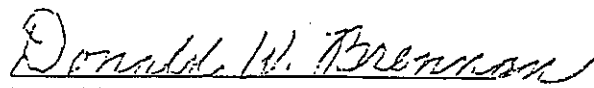
Section 4. Amendment of Articles of Incorporation. The Corporation reserves the right to make, alter, amend, change or repeal these Articles in the manner now or hereinafter prescribed or permitted by the provisions of the Act or any amendments thereto or by any other applicable statute of the State of Indiana; provided, however, amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

The undersigned, being a natural person does hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list of the above-named Corporation for which a Certificate of Incorporation is hereby applied for has heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

ARTICLE X  
Dissolution

This Corporation may not be dissolved except in accordance with the Act in which case any assets shall be distributed to the members on a pro-rata basis pursuant to the provisions of the Act.

IN WITNESS WHEREOF, the undersigned, being the incorporator on behalf of the Incorporator designated in Article VII, executes these Articles of Incorporation of the Corporation and certifies to the truth of the facts herein stated this 7 day of September, 2001.

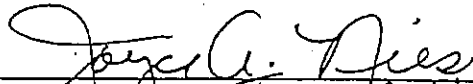
  
Donald W. Brennan

STATE OF INDIANA )  
 ) SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared Donald W. Brennan, the Incorporator referred to in Article VII of the foregoing Articles of Incorporation, who, having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 7 day of September, 2001.

My Commission Expires:  
9-21-07

  
Notary Public Joyce A. Nies  
Resident of Johnson County, IN

*THIS INSTRUMENT PREPARED BY:  
Joyce A. Nies, Attorney,  
VAN VALER LAW FIRM,  
299 West Main Street, P.O. Box 7575,  
Greenwood, Indiana 46142.  
317/881-7575*

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOX RIDGE

Rec'd  
8/21/97

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOX RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RIDGE ("DECLARATION"), MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BY DONALD W. BRENNAN, (HEREINAFTER REFERRED TO AS "DECLARANT"),

WITNESSETH THAT:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN REAL ESTATE LOCATED IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" ("REAL ESTATE"); AND

WHEREAS, DECLARANT INTENDS TO DEVELOP THE REAL ESTATE, BY CONSTRUCTING RESIDENTIAL FACILITIES, WHICH SHALL BE KNOWN AS "FOX RIDGE"; AND

WHEREAS, A PLAT FOR THE REAL ESTATE TO BE DEVELOPED BY DECLARANT AS FOX RIDGE TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

WHEREAS, DECLARANT INTENDS TO SELL AND CONVEY THE RESIDENTIAL FACILITIES AND LOTS WITHIN FOX RIDGE AND DESIRES TO SUBJECT THE REAL ESTATE TO CERTAIN COVENANTS, CONDITIONS, AND RESTRICTIONS ("COVENANTS") IN ORDER TO ENSURE THAT THE DEVELOPMENT AND USE OF THE VARIOUS LOTS ON THE REAL ESTATE ARE HARMONIOUS AND DO NOT ADVERSELY AFFECT THE VALUE OF SURROUNDING LOTS ON THE REAL ESTATE; AND

WHEREAS, DECLARANT DESIRES TO PROVIDE FOR MAINTENANCE OF THE COMMON AREAS, LANDSCAPING EASEMENT AND OTHER IMPROVEMENTS LOCATED ON THE REAL ESTATE WHICH ARE OF COMMON BENEFIT TO THE OWNERS OF THE VARIOUS LOTS WITHIN SAID SUBDIVISION, AND TO THAT END DESIRES TO ESTABLISH CERTAIN OBLIGATIONS ON SAID OWNERS AND A SYSTEM OF ASSESSMENTS AND CHARGES UPON SAID OWNERS FOR CERTAIN MAINTENANCE AND OTHER COSTS IN CONNECTION WITH THE OPERATION OF FOX RIDGE;

NOW THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE REAL ESTATE AS IT IS NOW HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, LEASED, RENTED, USED OCCUPIED AND IMPROVED, IS SUBJECT TO THE FOLLOWING COVENANTS. ALL OF THE COVENANTS SHALL RUN WITH THE REAL ESTATE AND SHALL BE BINDING UPON THE DECLARANT AND UPON THE PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE, OR INTEREST, LEGAL OR EQUITABLE, IN AND TO THE REAL ESTATE OR ANY PART OR PARTS THEREOF AND SHALL INURE TO THE BENEFIT OF THE DECLARANT AND EVERY ONE OF THE DECLARANT'S SUCCESSORS IN TITLE TO THE REAL ESTATE OR ANY PART OR PARTS THEREOF.

ARTICLE I.

GENERAL PURPOSE OF THIS DECLARATION

THE REAL ESTATE IS HEREBY SUBJECTED TO THE COVENANTS HEREIN DECLARED TO PRESERVE THE VALUE OF THE REAL ESTATE, TO ENSURE PROPER USE AND APPROPRIATE IMPROVEMENT OF THE REAL ESTATE, TO ENCOURAGE THE CONSTRUCTION OF ATTRACTIVE STRUCTURES AND OTHER ATTRACTIVE IMPROVEMENTS AT APPROPRIATE LOCATIONS ON THE REAL ESTATE, TO PREVENT HAPHAZARD DEVELOPMENT THEREOF WHICH MAY NOT BE HARMONIOUS WITH OTHER IMPROVEMENTS ON THE REAL ESTATE, TO PRESERVE AND MAINTAIN PROPER SETBACKS FROM STREETS AND ADEQUATE FREE SPACE BETWEEN STRUCTURES, TO PROVIDE FOR ADEQUATE AND PROPER MAINTENANCE OF THE REAL ESTATE SO AS TO ENSURE A HIGH QUALITY APPEARANCE AND CONDITION OF THE REAL ESTATE AND SO AS TO MEET THE REQUIREMENTS OF CERTAIN GOVERNMENTAL AGENCIES, ALL FOR THE PURPOSE OF PRESERVING THE VALUES OF ALL LOTS WITHIN FOX RIDGE AND TO ENSURE DESIRED HIGH STANDARDS OF MAINTENANCE OF THE REAL ESTATE, TO THE BENEFIT OF ALL OWNERS WITHIN FOX RIDGE.

ARTICLE II.

DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

THE FOLLOWING TERMS, WHENEVER USED IN THIS DECLARATION, SHALL HAVE THE MEANINGS ASSIGNED TO THEM BY THIS ARTICLE II:

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, OR "ACC", MEANS THE ARCHITECTURAL CONTROL COMMITTEE FOR FOX RIDGE TO BE APPOINTED IN ACCORDANCE WITH THIS DECLARATION.

SECTION 2. ASSESSMENT. "ASSESSMENT" MEANS THE SHARE OF THE COMMON EXPENSES IMPOSED UPON EACH LOT AS DETERMINED AND LEVIED PURSUANT TO THE PROVISIONS OF THIS DECLARATION.

SECTION 3. ASSOCIATION. "ASSOCIATION" MEANS FOX RIDGE HOMEOWNERS' ASSOCIATION, INC., AN INDIANA CORPORATION, FORMED OR TO BE FORMED FOR THE PURPOSE OF DETERMINING AND COLLECTING THE ASSESSMENTS AND OVERSEEING AND ENFORCING THE TERMS OF THIS DECLARATION.

SECTION 4. COMMON EXPENSE. "COMMON EXPENSE" MEANS THE ACTUAL OR ESTIMATED COST TO THE ASSOCIATION FOR MAINTENANCE, MANAGEMENT, OPERATION, REPAIR, IMPROVEMENT, AND REPLACEMENT OF LANDSCAPING EASEMENT, DRAINAGE SYSTEM, AND OTHER COST OR EXPENSE INCURRED BY THE ASSOCIATION FOR THE BENEFIT OF THE SAME.

SECTION 5. DECLARANT. "DECLARANT" MEANS DONALD W. BRENNAN, OR ANY OTHER PERSON, FIRM, CORPORATION OR PARTNERSHIP WHICH SUCCEEDS TO THE INTEREST OF DONALD W. BRENNAN, AS DEVELOPER AND/OR OWNER OF FOX RIDGE.

SECTION 6. DRAINAGE SYSTEM. "DRAINAGE SYSTEM" MEANS THE LAKE, STORM SEWERS, SUBSURFACE DRAINAGE TILES, PIPES AND STRUCTURES, AND OTHER STRUCTURES, FIXTURES, PROPERTIES, EQUIPMENT AND FACILITIES LOCATED IN, UPON, OR UNDER THE EASEMENTS, OR STREETS AND DESIGNED FOR THE PURPOSE OF EXPEDITING THE DRAINAGE OF SURFACE AND SUBSURFACE WATERS FROM, OVER, AND ACROSS FOX RIDGE.

SECTION 7. EASEMENTS. "EASEMENTS" REFER TO THOSE AREAS RESERVED AS EASEMENTS, ON THE PLAT OF FOX RIDGE.

SECTION 8. FOX RIDGE. "FOX RIDGE" MEANS THE REAL ESTATE AS IT IS PLATTED AND RECORDED BY DECLARANT IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION.

SECTION 9. LANDSCAPE EASEMENTS. "LANDSCAPE EASEMENTS" REFER TO THOSE AREAS RESERVED AS LANDSCAPE EASEMENTS ON THE PLAT OF FOX RIDGE.

SECTION 10. LOT. "LOT" MEANS ANY OF THE SEPARATE PARCELS NUMBERED AND IDENTIFIED ON THE PLAT OF FOX RIDGE.

SECTION 11. MORTGAGEE. "MORTGAGEE" MEANS ANY HOLDER, INSURER, OR GUARANTOR OF ANY FIRST MORTGAGE ON ANY LOT.

SECTION 12. OWNER. "OWNER" MEANS ANY PERSON OR PERSONS WHO ACQUIRE, AFTER THE DATE OF THIS DECLARATION, LEGAL AND/OR EQUITABLE TITLE TO ANY LOT; PROVIDED, HOWEVER, THAT "OWNER" SHALL NOT INCLUDE ANY HOLDER OF ANY MORTGAGE OF ALL OR ANY PART OF ANY LOT, SO LONG AS SUCH HOLD DOES NOT HOLD BOTH LEGAL AND EQUITABLE TITLE THERETO.

SECTION 13. PLAT. "PLAT" MEANS THE FINAL PLAT RECORDED FOR FOX RIDGE.

SECTION 14. STREETS. "STREETS" MEANS ALL OF THE PUBLIC AND PRIVATE ROADWAYS TO THE RESPECTIVE RIGHT-OF-WAY LINES THEREOF, AS SHOWN ON THE PLAT OF FOX RIDGE, WHICH HAVE BEEN OR HEREAFTER ARE CONSTRUCTED FOR THE PURPOSE OF PROVIDING COMMON ACCESS FOR OWNERS, OCCUPANTS AND THEIR GUESTS AND INVITEES, TO ANY OR ALL LOTS.

ARTICLE III.

GENERAL RESTRICTIONS

SECTION 1. MAINTENANCE OF PREMISES. IN ORDER TO MAINTAIN THE STANDARDS OF FOX RIDGE, NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON. ALL OWNERS SHALL MAINTAIN THEIR LOTS AND IMPROVEMENTS SITUATED THEREON IN A MANNER SO AS TO PREVENT THE LOT OR IMPROVEMENTS FROM BECOMING UNSIGHTLY, AND SPECIFICALLY, OWNER SHALL:

(a) MOW THE LOT AT SUCH TIMES AS MAY BE REASONABLY REQUIRED IN ORDER TO PREVENT THE UNSIGHTLY GROWTH OF VEGETATION AND NOXIOUS WEEDS. GRASS ALLOWED TO GROW TO A HEIGHT IN EXCESS OF SIX INCHES (6") SHALL BE DEEMED UNSIGHTLY.

(b) CUT DOWN AND REMOVE DEAD TREES.

(c) KEEP THE EXTERIOR OF ALL IMPROVEMENTS IN SUCH STATE OF REPAIR OR MAINTENANCE SO AS TO AVOID THEIR BECOMING UNSIGHTLY.

(d) PREVENT THE EXISTENCE OF ANY OTHER CONDITION THAT REASONABLY TENDS TO DETRACT FROM OR DIMINISH THE APPEARANCE OF THE LOT AND/OR FOX RIDGE.

FAILURE TO COMPLY SHALL WARRANT THE DECLARANT, AUTHORIZED AGENTS OF MARION COUNTY OR THE ASSOCIATION TO CUT THE GROWTH OR WEEDS, OR CLEAR THE REFUSE FROM THE LOT AT THE EXPENSE OF THE OWNER. THE ASSOCIATION SHALL PLACE AND RECORD A LIEN AGAINST SAID LOT IN AN AMOUNT EQUAL TO THE EXPENSES THEREFOR AND COSTS WHICH COSTS MAY INCLUDE REASONABLE ATTORNEYS FEES FOR THE PLACEMENT OF SAID LIEN SHOULD SUCH BE DEEMED NECESSARY BY THE ASSOCIATION. SAID LIENS SHALL BE SUBJECT AND SUBORDINATE ONLY TO TAXES, MUNICIPAL LIENS, AND THE LIEN OF ANY BONA FIDE MORTGAGE UPON ANY LOT. AT THE OPTION OF THE ASSOCIATION, SAID LIENS MAY BE FORECLOSED UPON IN ANY COURT OF COMPETENT JURISDICTION BY THE ASSOCIATION AS PLAINTIFF FOR THE AMOUNT OF LIEN WITH INTEREST, ATTORNEY'S FEES AND COSTS. ANY JUDGMENT OBTAINED SHALL BE WITHOUT RELIEF FROM VALUATION OR APPRIASEMENT LAWS.

SECTION 2. RESIDENTIAL PURPOSE. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED ON ANY LOT OTHER THAN A DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT. A DWELLING SHALL HAVE AN ATTACHED GARAGE OF A SIZE TO ACCOMMODATE AT LEAST TWO (2) CARS.

SECTION 3. SETBACKS. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. THE MINIMUM SIDE YARD SETBACK SHALL BE THREE FEET (3') AND MINIMUM AGGREGATE OF THE SIDE YARDS ON ANY LOT SHALL BE TEN FEET (10'). FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.

SECTION 4. EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

SECTION 5. LANDSCAPE EASEMENTS. THE LANDSCAPING WITHIN THE LANDSCAPE EASEMENTS SHALL INITIALLY BE DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE AND DEVELOPED BY DECLARANT IN ACCORDANCE WITH THE LANDSCAPE PLAN FOR FOX RIDGE. THE DECLARANT, PRIOR TO THE INCORPORATION OF THE ASSOCIATION, AND THE ASSOCIATION THEREAFTER, SHALL MAINTAIN THE LANDSCAPE EASEMENTS. THE LANDSCAPE EASEMENTS LOCATED WITHIN THE DEDICATED COUNTY ROAD RIGHT-OF-WAY SHALL BE SUBJECT TO TERMINATION BY THE COUNTY IF, IN ITS DISCRETION, THE COUNTY DETERMINES THAT THE LANDSCAPE EASEMENTS ARE NOT BEING PROPERLY MAINTAINED AND/OR CONSTITUTE A HAZARD TO THE MOTORING PUBLIC.

SECTION 6. INOPERABLE VEHICLES. AT NO TIME SHALL ANY UNLICENSED AND/OR INOPERABLE VEHICLE BE PERMITTED ON ANY LOT, COMMON AREA, STREET OR EASEMENT UNLESS KEPT ENTIRELY WITHIN A GARAGE.

SECTION 7. NO MOTOR HOME, CAMPER, BUS OR TRAILER SHALL BE PARKED ON ANY STREET, DRIVEWAY OR YARD. NO INOPERATIVE OR UNLICENSED VEHICLE SHALL BE PARKED ON OR REPAIRED ON ANY LOT IN THIS SUBDIVISION OR ON ANY STREET THEREOF.

SECTION 8. NUISANCES. NO NOXIOUS, OBNOXIOUS, OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. THIS PROVISION MAY BE CONSTRUED TO PROHIBIT EXTREMELY AUDIBLE MUSIC OR ACTIVITIES.

SECTION 9. OUTDOOR STORAGE. NO LARGE MACHINERY OR EQUIPMENT SHALL BE PERMITTED TO BE KEPT OR STORED ON ANY LOT EXCEPT WITHIN THE DWELLING.

SECTION 10. DRAINAGE DITCHES. DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF AUTHORIZED AGENTS OF MARION COUNTY.

ANY PROPERTY OWNER ALTERING, CHANGING, DAMAGING, OR FAILING TO MAINTAIN THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN TEN (10) DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, AUTHORIZED AGENTS OF MARION COUNTY MAY CAUSE SAID REPAIRS TO BE ACCOMPLISHED AND THE BILL FOR COST OF SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR THE IMMEDIATE PAYMENT.

SECTION 11. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE (1) PROFESSIONALLY MANUFACTURED SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

SECTION 12. CHILDCARE SERVICES. NO PRE-SCHOOL, BABYSITTING BUSINESS OR SUCH CHILDCARE SERVICES SHALL BE ALLOWED TO OPERATE UPON ANY LOT.

SECTION 13. MINING OPERATION. NO OIL DRILLING, OIL DEVELOPMENT OPERATION, OIL REFINING QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

SECTION 14. 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 BRED, KEPT OR MAINTAINED FOR ANY COMMERCIAL USE AND ARE HOUSED WITHIN THE DWELLING.

<sup>B</sup>  
SECTION 15. RUBBISH, TRASH, AND GARAGE. RUBBISH, TRASH, GARAGE OR ANY OTHER WASTE SHALL NOT BE ALLOWED TO BE COMPILED, ACCUMULATED OR DUMPED ON ANY LOT. GARBAGE AND TRASH SHALL BE KEPT IN APPROPRIATE CONTAINERS WHICH ARE NOT VISIBLE FROM THE STREET, EXCEPT ON COLLECTION DAY.

SECTION 16. CORNER LOT. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTIONS OF SUCH SIGHT LINES.

SECTION 17. FIELD TILES. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ON ANY LOT MUST BE ALLOWED TO PERPETUATE AND ALL OWNERS OF THE LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965.

SECTION 18. MINIMUM LIVING SPACE. THE MINIMUM SQUARE FOOTAGE OF LIVING SPACE OF DWELLINGS WITHIN FOX RIDGE, EXCLUSIVE OF PORCHES, GARAGES OR BASEMENTS SHALL BE NO LESS THAN:

- (a) 900 SQUARE FEET FOR A SINGLE STORY DWELLING; AND
- (b) 660 SQUARE FEET ON THE MAIN FLOOR FOR TWO-STORY DWELLINGS.

SECTION 19. OUTBUILDINGS. NO DETACHED GARAGES, SHEDS, BARNs, OR STORAGE BUILDINGS SHALL BE LARGER THAN 120 SQUARE FEET AND MUST BE KEPT PAINTED.

SECTION 20. DRIVEWAYS AND CARPORTS. ALL DRIVEWAYS MUST BE PAVED WITH CONCRETE, ASPHALT OR OTHER ALL-WEATHER SURFACE EXCLUDING GRAVEL. NO CARPORTS ARE PERMITTED.

SECTION 21. COMMUNICATION DEVICES. ANY SATELLITE DISH SHALL BE NO LARGER THAN 20 INCHES IN DIAMETER AND MUST NOT BE LOCATED IN FRONT OR SIDES OF RESIDENCE.

SECTION 22. MAILBOXES. ALL MAILBOXES IN FOX RIDGE SHALL BE UNIFORM IN APPEARANCE. THE STYLE, TYPE AND LOCATION SHALL BE DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE (ACC). OWNERS SHALL BE PROHIBITED FROM REMOVING, ALTERING, OR SUBSTITUTING THE MAILBOXES APPROVED BY THE ACC. OWNERS SHALL BE RESPONSIBLE TO KEEP THE MAILBOXES IN A GOOD STATE OF REPAIR AND TO REPLACE THEM WITH A SUBSTANTIALLY IDENTICAL ONE IF NECESSARY.

SECTION 23. CONSTRUCTION, EARTH-MOVING, EXCAVATION. NO CONSTRUCTION, SIGNIFICANT EARTH-MOVING, OR EXCAVATING WORK OF ANY NATURE MAY BE CONDUCTED ON ANY LOT WITHOUT FIRST HAVING ANY DEVELOPMENT PLANS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 24. FENCES, WALLS, BARRIERS. ALL FENCES, WALLS, BARRIERS OR LIKE STRUCTURES MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION. NO SUCH STRUCTURE SHALL BE PLACED CLOSER TO THE FRONT LOT LINE THAN THE FRONT BUILDING SETBACK LINE, AND MUST BE KEPT PAINTED.

SECTION 25. DECORATIVE STRUCTURES. NO DECORATIVE STRUCTURE, STATUE, OR OTHER STRUCTURE MAY BE PLACED ON THE LOT CLOSER TO THE FRONT LOT LINE THAN THE FRONT BUILDING SETBACK LINE.

SECTION 26. SWIMMING POOLS. ABOVE-GROUND SWIMMING POOLS ARE PROHIBITED.

SECTION 27. ALL RESIDENCES ARE TO BRICK OR STONE FRONTS INCLUDING GABLE. RESIDENCES ON CORNER LOTS ARE TO BE BRICK OR STONE ON BOTH STREET SIDES.

SECTION 28. EACH UNIT TO HAVE A POST LAMP WITH DUSK TO DAWN OPERATION. THESE POST LAMPS MUST BE KEPT IN WORKING ORDER AT ALL TIMES. EACH LAMP IS TO BE INSTALLED 10' OFF SIDEWALK.

SECTION 29. EACH UNIT TO HAVE AT LEAST ONE TREE IN THE FRONT YARD. THIS TREE MUST BE EITHER PIN OAK OR HARD MAPLE AND BE AT LEAST 2" DIAMETER.

SECTION 30. ALL UNITS ARE TO BE OWNER OCCUPIED EXCEPT THAT IF A BUILDING IS OWNED BY THE SAME INDIVIDUALS ONE SIDE MAY BE LEASED AS LONG AS THE OWNER LIVES IN THE OTHER SIDE.

#### ARTICLE IV.

##### DECLARANT'S/ASSOCIATION'S RIGHT TO GUARANTEE COMPLIANCE

SECTION 1. IN THE EVENT THE OWNER OF ANY LOT IN FOX RIDGE SHALL FAIL TO MAINTAIN THAT LOT OR ANY OF ITS IMPROVEMENTS SITUATED THEREON IN ACCORDANCE WITH THE PROVISIONS OF THESE COVENANTS, THE ASSOCIATION, OR PRIOR TO THE ASSOCIATION'S INCORPORATION, THE DECLARANT, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, BY AND THROUGH ITS AGENTS AND EMPLOYEES OR CONTRACTORS TO ENTER UPON SAID LOT, PERFORM SUCH ACTS AS MAY BE REASONABLY NECESSARY TO MAKE SUCH LOT IMPROVEMENTS THEREON, IF ANY, CONFORM TO THE REQUIREMENTS OF THESE COVENANTS. THE COST THEREOF TO THE ASSOCIATION OR DECLARANT SHALL BE COLLECTED IN ANY REASONABLE MANNER FROM OWNER. THE ASSOCIATION/DECLARANT SHALL NOT BE LIABLE FOR ANY DAMAGE WHICH MAY RESULT FROM ANY MAINTENANCE WORK PERFORMED HEREUNDER AT THE TIME DWELLINGS ARE CONSTRUCTED UPON.

#### ARTICLE V.

##### FOX RIDGE ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE. THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR DECLARANT IF THE ASSOCIATION IS NOT YET INCORPORATED, SHALL APPOINT THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE (HEREINAFTER SOMETIMES REFERRED TO AS "ACC"). HOWEVER, INITIALLY THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF DON BRENNAN (HEREINAFTER "BRENNAN"). THE TERM BRENNAN, SHALL SERVE AS THE ACC SHALL BE THAT PERIOD OF TIME CONSISTING OF THE SALE AND CONSTRUCTION OF RESIDENTIAL STRUCTURES ON ALL LOTS WITHIN FOX RIDGE. THEREAFTER, THE ACC SHALL CONSIST OF THREE MEMBERS WHO SHALL BE APPOINTED BY THE ASSOCIATION. THE TERM OF ANY ASSOCIATION APPOINTED MEMBER OF THE ACC SHALL BE ONE (1) YEAR IN LENGTH.

SECTION 2. CONSTRUCTION APPROVALS. NO CONSTRUCTION OF ANY BUILDING OR STRUCTURE OF ANY KIND, INCLUDING ADDITIONS, ALTERATIONS, SWIMMING POOLS, FENCES, SCREENS AND WALLS SHALL BEGIN WITHIN FOX RIDGE UNTIL THE PLANS AND SPECIFICATIONS, LOCATIONS AND PLOT PLAN THEREOF, IN DETAIL AND TO SCALE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE PLANS AND SPECIFICATIONS OF AND LOCATION OF ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATORY CODES, INCLUDING THOSE RELATING TO BUILDING, PLUMBING, AND ELECTRICAL REQUIREMENTS, AND SHALL ALSO COMPLY TO ALL ZONING COVENANTS AND RESTRICTIONS WHICH ARE APPLICABLE TO THE REAL ESTATE. REFUSAL OF APPROVAL OF PLANS AND SPECIFICATIONS, LOCATION AND PLOT PLAN BY DECLARANT MAY BE BASED ON ANY GROUND, INCLUDING PURELY AESTHETIC GROUNDS, IN THE SOLE AND ABSOLUTE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN SUCH PLANS OR SPECIFICATIONS, OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

THE PLANS AND SPECIFICATION SUBMITTED TO DECLARANT SHALL CONTAIN A PLOT PLAN TO SCALE WITH ADEQUATE PROVISION FOR LANDSCAPING, INCLUDING THE PLANTING OF TREES AND SHRUBS. THE DETERMINATION OF WHETHER ADEQUATE PROVISION HAS BEEN MADE FOR LANDSCAPING SHALL BE AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE REQUIRED LANDSCAPING AND DRIVEWAYS SHALL BE COMPLETE AT THE TIME OF COMPLETION OF THE BUILDING, OR AS SOON AS WEATHER AND SEASON PERMIT. DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN SUCH PLANS OR SPECIFICATIONS, OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

SECTION 3. DUTIES OF COMMITTEE. THE COMMITTEE SHALL APPROVE OR DISAPPROVE PROPOSED IMPROVEMENTS WITHIN THIRTY (30) DAYS AFTER ALL REQUIRED INFORMATION SHALL HAVE BEEN SUBMITTED TO IT. ONE COPY OF SUBMITTED MATERIAL SHALL BE RETAINED BY THE COMMITTEE FOR ITS PERMANENT FILES. ALL NOTIFICATIONS TO APPLICANTS SHALL BE IN WRITING, AND, IN THE EVENT THAT SUCH NOTIFICATION IS ONE OF DISAPPROVAL, IT SHALL SPECIFY THE REASON OR REASONS THEREFOR.

SECTION 4. LIABILITY OF COMMITTEE. NEITHER THE COMMITTEE NOR ANY AGENT THEREOF, NOR DECLARANT, SHALL BE RESPONSIBLE IN ANY WAY FOR ANY DEFECTS IN ANY PLANS, SPECIFICATIONS OR OTHER MATERIALS SUBMITTED TO IT, NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING THERETO.

SECTION 5. INSPECTION. THE COMMITTEE OR ITS AGENTS MAY INSPECT WORK BEING PERFORMED TO ASSURE COMPLIANCE WITH THE APPROVED PLANS AND THIS DECLARATION.

ARTICLE VI.

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF THE ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PRESERVING THE VALUE OF THE LOTS WITHIN FOX RIDGE AND PROMOTING THE HEALTH, SAFETY, AND WELFARE OF THE OWNERS, USERS, AND OCCUPANTS OF THE SAME AND, IN PARTICULAR, FOR THE IMPROVEMENT, FENCING, OPERATING, AND MAINTENANCE OF THE LANDSCAPE EASEMENTS AND DRAINAGE SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF TAXES AND INSURANCE THEREON AND FOR THE COSTS OF LABOR, EQUIPMENT, MATERIAL, AND MANAGEMENT FURNISHED WITH RESPECT TO THE LANDSCAPE EASEMENTS. EACH OWNER HEREBY COVENANTS AND AGREES TO PAY THE ASSOCIATION:

- (a) A PRO-RATA SHARE (AS HEREINAFTER DEFINED) OF THE ANNUAL ASSESSMENTS FIXED, ESTABLISHED, AND DETERMINED FROM TIME TO TIME AS HEREINAFTER PROVIDED; AND
- (b) A PRO-RATA SHARE (AS HEREINAFTER DEFINED) OF ANY SPECIAL ASSESSMENTS FIXED, ESTABLISHED, AND DETERMINED FROM TIME TO TIME, AS HEREINAFTER PROVIDED.

SECTION 2. LIABILITY FOR ASSESSMENTS. ALL ASSESSMENTS SHALL BE A PRIOR LIEN ON THE LOTS WITH RESPECT TO WHICH SAID ASSESSMENTS ARE IN FAVOR OF THE ASSOCIATION, SUBJECT AND SUBORDINATE ONLY TO TAXES, MUNICIPAL LIENS, AND TO THE LIEN OF ANY BONA FIDE MORTGAGE UPON ANY LOT, AND AT THE OPTION OF THE ASSOCIATION ASSESSMENTS MAY BE FORECLOSED UPON IN ANY COURT OF COMPETENT JURISDICTION BY THE ASSOCIATION AS PLAINTIFF FOR THE AMOUNT OF THE ASSESSMENT WITH INTEREST, ATTORNEY'S FEES AND COSTS. ANY JUDGMENT OBTAINED SHALL BE WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS. 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 LIEU THEREOF, SHALL EXTINGUISH THE LIEN OR SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

SECTION 3. PRO-RATA SHARE. THE PRO-RATA SHARE OF EACH OWNER FOR PURPOSES OF THIS ARTICLE SHALL BE THE PERCENTAGE OBTAINED BY DIVIDING ONE BY THE TOTAL NUMBER OF LOTS WITHIN FOX RIDGE THAT HAVE BEEN CONVEYED BY THE DECLARANT TO AN OWNER ("PRO-RATA SHARE").

SECTION 4. BASIS OF ANNUAL ASSESSMENT. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL ESTABLISH AN ANNUAL BUDGET PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SETTING FORTH ALL COMMON EXPENSES FOR THE COMING FISCAL YEAR, TOGETHER WITH A REASONABLE ALLOWANCE FOR CONTINGENCIES AND RESERVES OF THE ASSOCIATION. A COPY OF THIS BUDGET SHALL BE DELIVERED TO EACH OWNER WITHIN THIRTY (30) DAYS TO THE BEGINNING OF EACH FISCAL YEAR OF THE ASSOCIATION.

SECTION 5. BASIS OF SPECIAL ASSESSMENT. SHOULD THE BOARD OF DIRECTORS OF THE ASSOCIATION AT ANY TIME DURING THE FISCAL YEAR DETERMINE THAT THE ASSESSMENTS LEVIED WITH RESPECT TO SUCH YEAR ARE INSUFFICIENT TO PAY THE COMMON EXPENSES FOR SUCH YEAR, THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY, AT ANY TIME, AND FROM TIME TO TIME, LEVY SPECIAL ASSESSMENTS AS IT MAY DEEM NECESSARY FOR MEETING THE COMMON EXPENSES. IN ADDITION, THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY AT ANY TIME, AND FROM TIME TO TIME, ONE OR MORE SPECIAL ASSESSMENTS FOR THE PURPOSE OF DEFRAYING, IN WHOLE, OR IN PART ANY UNANTICIPATED COMMON EXPENSE NOT PROVIDED FOR BY THE ANNUAL ASSESSMENT.

SECTION 6. NOTICE OF MEETINGS. WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ACTION TO AUTHORIZE ASSESSMENTS SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOR MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING.

SECTION 7. FISCAL YEAR; DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. THE FISCAL YEAR OF THE ASSOCIATION SHALL BE ESTABLISHED BY THE ASSOCIATION AND MAY BE CHANGED FROM TIME TO TIME BY ACTION OF THE ASSOCIATION. THE ANNUAL ASSESSMENT PROVIDED FOR HEREIN SHALL COMMENCE AS TO ALL LOTS ON THE FIRST DAY OF THE MONTH FOLLOWING THE DAY 75% OF THE LOTS HAVE BEEN SOLD. DECLARANT SHALL BE RESPONSIBLE FOR ALL COMMON EXPENSES PRIOR TO SAID DATE. THE FIRST ANNUAL ASSESSMENT FOR EACH LOT SHALL BE PRO-RATED FOR THE BALANCE OF THE FISCAL YEAR OF THE ASSOCIATION IN WHICH SUCH ASSESSMENT IS MADE. THE ANNUAL ASSESSMENT FOR EACH YEAR AFTER THE FIRST ASSESSMENT YEAR SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF EACH FISCAL YEAR OF THE ASSOCIATION. ANNUAL ASSESSMENTS SHALL BE DUE AND PAYABLE IN FULL AS OF THE ABOVE DATE, EXCEPT THAT THE ASSOCIATION MAY FROM TIME TO TIME BY RESOLUTION AUTHORIZE THE PAYMENT OF SUCH ASSESSMENTS IN INSTALLMENTS.

SECTION 8. DUTIES OF THE ASSOCIATION.

(a) THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CAUSE PROPER BOOKS AND RECORDS OF THE LEVY AND COLLECTION OF EACH ANNUAL AND SPECIAL ASSESSMENT TO BE KEPT AND MAINTAINED, INCLUDING A ROSTER SETTING FORTH THE IDENTIFICATION OF EACH AND EVERY LOT AND EACH ASSESSMENT APPLICABLE THERETO, WHICH BOOKS AND RECORDS SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE AVAILABLE FOR THE INSPECTION AND COPYING BY EACH OWNER (OR DULY AUTHORIZED REPRESENTATIVE OF ANY OWNER) AT ALL REASONABLE TIMES DURING REGULAR BUSINESS HOURS OF THE ASSOCIATION. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CAUSE WRITTEN NOTICE OF ALL ASSESSMENTS LEVIED BY THE ASSOCIATION UPON THE LOTS AND UPON THE OWNERS TO BE MAILED TO THE OWNERS OR THEIR DESIGNATED REPRESENTATIVES AS PROMPTLY AS PRACTICABLE AND IN THE EVENT NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DUE DATE OF SUCH ASSESSMENT OR ANY INSTALLMENT THEREOF. IN THE EVENT SUCH NOTICE IS MAILED LESS THAN THIRTY (30) DAYS PRIOR TO THE DUE DATE OF THE ASSESSMENT TO WHICH SUCH NOTICE PERTAINS, PAYMENT OF SUCH ASSESSMENT SHALL NOT BE DEEMED PAST DUE FOR ANY PURPOSE IF PAID BY THE OWNER WITHIN THIRTY (30) DAYS AFTER THE DATE OF ACTUAL MAILING OF SUCH NOTICE.

(b) THE ASSOCIATION SHALL PROMPTLY FURNISH TO ANY OWNER OR MORTGAGEE UPON REQUEST A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH THE EXTENT TO WHICH ASSESSMENT HAVE BEEN LEVIED AND PAID WITH RESPECT TO SUCH REQUESTING OWNER'S OR MORTGAGEE'S LOT. AS TO ANY PERSONS RELYING THEREON, SUCH CERTIFICATION SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENTS THEREIN STATED TO HAVE BEEN PAID.

(c) THE ASSOCIATION SHALL NOTIFY ANY MORTGAGEE FROM WHICH IT HAS RECEIVED A WRITTEN REQUEST FOR NOTICE OF ANY DEFAULT IN THE PERFORMANCE BY ANY OWNER OF ANY OBLIGATION UNDER THE BY-LAWS OR THIS DECLARATION WHICH IS NOT CURED WITHIN SIXTY (60) DAYS.

(d) THE ASSOCIATION SHALL, UPON NOTIFICATION OF CONVEYANCE OF A LOT OR INTEREST THEREIN, PROVIDE A COPY OF THIS DECLARATION TO THE PERSONS OR ENTITIES RECEIVING SAID INTEREST.

SECTION 9. ADJUSTMENTS. IN THE EVENT THAT THE AMOUNTS ACTUALLY EXPENDED BY THE ASSOCIATION FOR COMMON EXPENSES IN ANY FISCAL YEAR EXCEED THE AMOUNTS BUDGETED AND ASSESSED FOR COMMON EXPENSES FOR THAT FISCAL YEAR, THE AMOUNT OF SUCH DEFICIT SHALL BE CARRIED OVER AND BECOME AN ADDITIONAL BASIS FOR ASSESSMENTS FOR THE FOLLOWING FISCAL YEAR. SUCH DEFICIT MAY BE RECOUPED EITHER BY INCLUSION IN THE BUDGET FOR ANNUAL ASSESSMENTS OR BY THE MAKING OF ONE OR MORE SPECIAL ASSESSMENTS FOR SUCH PURPOSE, AT THE OPTION OF THE ASSOCIATION. IN THE EVENT THAT THE AMOUNTS BUDGETED AND ASSESSED FOR COMMON EXPENSES IN ANY FISCAL YEAR EXCEED THE AMOUNT ACTUALLY EXPENDED BY THE ASSOCIATION FOR COMMON EXPENSES FOR THAT FISCAL YEAR, A PRO-RATA SHARE OF SUCH EXCESS SHALL BE A CREDIT AGAINST THE ASSESSMENT(S) DUE FROM EACH OWNER FOR THE NEXT FISCAL YEAR(S).

## ARTICLE VII.

### ORGANIZATION AND DUTIES OF ASSOCIATION

SECTION 1. ORGANIZATION OF ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS A NOT-FOR-PROFIT CORPORATION UNDER THE LAWS OF THE STATE OF INDIANA, TO BE OPERATED IN ACCORDANCE WITH THE FOX RIDGE HOMEOWNERS ASSOCIATION, INC. ARTICLES OF INCORPORATION, CODE OF BY-LAWS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WHICH HAVE BEEN FILED OR WILL BE FILED BY DECLARANT.

SECTION 2. MEMBERSHIP. THE MEMBERS OF THE ASSOCIATION SHALL CONSIST OF THE DECLARANT AND THE OWNERS OF LOTS IN FOX RIDGE PROVIDED THAT, IN THE EVENT THAT ANY ONE LOT SHALL BE OWNED BY MORE THAN ONE PERSON, PARTNERSHIP, TRUST, CORPORATION OR OTHER ENTITY, THEY SHALL BE TREATED COLLECTIVELY AS ONE MEMBER FOR VOTING PURPOSES.

THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL OWNERS WITH THE EXCEPTION OF THE DECLARANT AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONGST THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBERS SHALL BE THE DECLARANT, WHO SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED, AND THE FIRST BOARD OF DIRECTORS DURING THEIR RESPECTIVE TERMS, WHO SHALL HAVE NO VOTING RIGHTS. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

(a) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP; OR

(b) ON JANUARY 1, 2002.

SECTION 3. BOARD OF DIRECTORS. THE MEMBERS SHALL ELECT A BOARD OF DIRECTORS OF THE ASSOCIATION AS PRESCRIBED BY THE BY-LAWS. THE BOARD OF DIRECTORS SHALL MANAGE THE AFFAIRS OF THE ASSOCIATION.

SECTION 4. BOARD MEMBERS. INITIALLY, THE BOARD OF DIRECTORS SHALL CONSIST OF TWO MEMBERS, THOSE PERSONS BEING DON BRENNAN, AND JUANNA BRENNAN (HEREINAFTER REFERRED TO AS INITIAL BOARD). THE INITIAL BOARD SHALL SERVE AS SAID BOARD MEMBERS UNTIL 75% OF THE LOTS IN FOX RIDGE HAVE BEEN SOLD AND DEVELOPED. THEREAFTER, THE BOARD SHALL CONSIST OF SIX MEMBERS WHO SHALL BE ASSOCIATION MEMBERS AND TO BE ELECTED BY THE ASSOCIATION MEMBERSHIP. EACH BOARD MEMBER SHALL SERVE A TWO YEAR TERM. HOWEVER, THE FIRST BOARD MEMBERS ELECTED BY THE ASSOCIATION SHALL SERVE TERMS AS FOLLOWS:

(a) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE ONE YEAR TERMS

(b) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE TWO YEAR TERMS

(c) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE THREE YEAR TERMS

ALL SUBSEQUENT BOARD MEMBERS SHALL SERVE TWO YEAR TERMS.

SECTION 5. GENERAL DUTIES OF THE ASSOCIATION. THE ASSOCIATION IS HEREBY AUTHORIZED TO ACT AND SHALL ACT ON BEHALF OF, AND IN THE NAME OF, PLACE AND STEAD OF, THE INDIVIDUAL OWNERS IN ALL MATTERS PERTAINING TO THE MAINTENANCE, REPAIR AND REPLACEMENT, OF THE COMMON AREAS, THE DETERMINATION OF COMMON EXPENSES, THE COLLECTION OF ANNUAL AND SPECIAL ASSESSMENTS, AND THE GRANTING OF ANY APPROVALS WHENEVER AND TO THE EXTENT CALLED FOR BY THIS DECLARATION, FOR THE COMMON BENEFIT OF ALL SUCH OWNERS. THE ASSOCIATION SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACT ON BEHALF OF ANY OWNER OR OWNERS IN SEEKING ENFORCEMENT OF THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

SECTION 6. LIABILITY OF ASSOCIATION. NEITHER THE ASSOCIATION NOR ITS DIRECTORS, OFFICERS OR AUTHORIZED AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY OWNER FOR ANY ACTION TAKEN UNDER COLOR OR AUTHORITY OF THIS DECLARATION, OR FOR ANY FAILURE TO TAKE ANY ACTION CALLED FOR BY THIS DECLARATION, UNLESS SUCH ACT OR FAILURE TO ACT IS IN THE NATURE OF WILLFUL OR RECKLESS DISREGARD OF THE RIGHTS OF THE OWNERS OR IN THE NATURE OF THE WILLFUL, INTENTIONAL, FRAUDULENT, OR RECKLESS MISCONDUCT.

SECTION 7. AMENDMENT OF DECLARATION. THE ASSOCIATION SHALL HAVE THE RIGHT TO AMEND THIS DECLARATION AT ANY TIME, AND FROM TIME TO TIME, UPON THE RECOMMENDATION OF AN AMENDMENT TO THE ASSOCIATION BY ITS BOARD OF DIRECTORS AND THE SUBSEQUENT APPROVAL OF SUCH AMENDMENT BY BOTH OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS AND THE MORTGAGEES OF AT LEAST TWO-THIRDS MORTGAGEES REQUESTED NOTICE OF SAID ACTION; PROVIDED, HOWEVER, THAT ANY SUCH AMENDMENT OF THIS DECLARATION SHALL REQUIRE PRIOR WRITTEN APPROVAL OF THE DECLARANT SO LONG AS DECLARANT OWNS AT LEAST FOUR LOTS WITHIN FOX RIDGE. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY DULY AUTHORIZED OFFICERS OF THE ASSOCIATION, AND BY DECLARANT WHEN ITS APPROVAL IS REQUIRED, SETTING FORTH THE FACTS SUFFICIENT TO INDICATE COMPLIANCE WITH THE COPY OF THE MINUTES OF THE ASSOCIATION MEETING AT WHICH THE NECESSARY ACTIONS WERE TAKEN, AND SUCH AMENDMENTS SHALL NOT BE EFFECTIVE UNTIL RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY. AS LONG AS THERE IS A CLASS B MEMBERSHIP, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR THE DEPARTMENT OF VETERANS AFFAIRS: ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IT WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION TO BE AMENDED ON THE DATE FIRST ABOVE WRITTEN.

SECTION 8. INSURANCE. THE ASSOCIATION SHALL MAINTAIN IN FORCE ADEQUATE PUBLIC LIABILITY INSURANCE PROTECTING THE ASSOCIATION AGAINST LIABILITY FOR PROPERTY DAMAGE AND PERSONAL INJURY WITH THE AMOUNT OF SUCH COVERAGE IN NO EVENT TO BE LESS THAN ONE MILLION DOLLARS (\$1,000,000.00) FOR ANY SINGLE OCCURRENCE, OCCURRING ON OR IN CONNECTION WITH ANY AND ALL COMMON AREAS AND LANDSCAPE EASEMENTS. THE ASSOCIATION SHALL ALSO MAINTAIN IN FORCE ADEQUATE INSURANCE, INSURING ALL COMMON PROPERTY AGAINST WINDSTORM, VANDALISM, AND SUCH OTHER HAZARDS AS MAY BE INSURABLE UNDER STANDARD "EXTENDED COVERAGE" PROVISIONS IN AN AMOUNT SUFFICIENT TO COVER ANY FORESEEABLE MAINTENANCE, REMOVAL OR REPLACEMENT COSTS IN THE EVENT OF DAMAGE ATTRIBUTABLE TO SUCH HAZARDS. THE ASSOCIATION SHALL NOTIFY ALL MORTGAGEES WHICH HAVE REQUESTED NOTICE OF ANY LAPSE, CANCELLATION, OR MATERIAL MODIFICATION OF ANY INSURANCE POLICY. ALL POLICIES OF INSURANCE SHALL CONTAIN AN ENDORSEMENT OR CLAUSE WHEREBY THE INSURER WAIVES ANY RIGHT TO BE SUBROGATED TO ANY CLAIM AGAINST THE ASSOCIATION, ITS OFFICERS, BOARD MEMBERS, THE DECLARANT, ANY PROPERTY MANAGER, THEIR RESPECTIVE EMPLOYEES AND AGENTS, THE LOT OWNERS AND OCCUPANTS, AND ALSO WAIVES ANY DEFENSES BASED ON CO-INSURANCE OR ON INVALIDITY ARISING FROM ACTS OF THE INSURED, AND SHALL COVER CLAIMS OF ONE OR MORE INSURED PARTIES AGAINST OTHER INSURED PARTIES.

THE ASSOCIATION SHALL MAINTAIN A FIDELITY BOND INDEMNIFYING THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE OWNERS FOR LOSS OF FUNDS RESULTING FROM FRAUDULENT OR DISHONEST ACTS OF ANY DIRECTOR, OFFICER, EMPLOYEE OR ANYONE WHO EITHER HANDLES OR IS RESPONSIBLE FOR FUNDS HELD OR ADMINISTERED BY THE ASSOCIATION, WHETHER OR NOT THEY RECEIVE COMPENSATION FOR THEIR SERVICES. THE FIDELITY BOND SHOULD COVER THE MAXIMUM AMOUNT OF FUNDS WHICH WILL BE IN THE CUSTODY OF THE ASSOCIATION OR ITS MANAGEMENT AGENT AT ANY TIME, BUT IN NO EVENT SHALL SUCH FIDELITY BOND COVERAGE BE LESS THAN THE SUM OF THREE (3) MONTHS' ASSESSMENTS ON ALL LOTS IN FOX RIDGE, PLUS THE ASSOCIATION'S RESERVE FUNDS.

THE ASSOCIATION SHALL CAUSE ALL INSURANCE POLICIES AND FIDELITY BONDS TO PROVIDE AT LEAST TEN (10) DAYS WRITTEN NOTICE TO THE ASSOCIATION, AND ALL MORTGAGEES WHO HAVE REQUESTED SUCH NOTICE, BEFORE THE INSURANCE POLICIES OR FIDELITY BONDS CAN BE CANCELED OR SUBSTANTIALLY MODIFIED FOR ANY REASON. THE ASSOCIATION SHALL CAUSE THE PROVISIONS OF ALL INSURANCE POLICIES AND FIDELITY BONDS TO COMPLY WITH THE FEDERAL NATIONAL MORTGAGE ASSOCIATION LENDING GUIDE CHAPTER 3, PART 5, AS ESTABLISHED ON JANUARY 3, 1983, AS AMENDED ON JUNE 30, 1983, OR AS SUCH GUIDELINES MAY BE AMENDED THEREAFTER.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

SECTION 1. COVENANTS RUN WITH THE LAND. THE COVENANTS CREATED BY THIS DECLARATION SHALL ATTACH TO AND RUN WITH THE REAL ESTATE AND SHALL BE BINDING UPON EVERY PERSON WHO MAY HEREAFTER COME INTO OWNERSHIP, OCCUPANCY OR POSSESSION OF ANY PORTION OF THE REAL ESTATE.

SECTION 2. SCOPE OF COVENANTS. DECLARANT AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE EXPRESSED IN SUCH DEED, ARE DEEMED TO HAVE AGREED TO EACH AND EVERY ONE OF THE VARIOUS TERMS, COVENANTS, AND CONDITIONS, CONTAINED IN THIS DECLARATION, AND THE SAME SHALL BE OF MUTUAL AND RECIPROCAL BENEFIT TO DECLARANT AND EACH OWNER OF EACH LOT. DECLARANT AND EACH OWNER SHALL BE ENTITLED TO ENFORCE THIS DECLARATION AGAINST ANY OWNER TO THE FULL EXTENT PERMITTED HEREIN AND UNDER APPLICABLE LAW AND SHALL HAVE ALL RIGHTS AND REMEDIES FOR SUCH ENFORCEMENT AT LAW OR IN EQUITY. EACH OWNER SHALL BE LIABLE FOR SUCH ENFORCEMENT AT LAW OR IN EQUITY. EACH OWNER SHALL BE LIABLE FOR ANY FAILURE TO FULLY COMPLY WITH ALL OF THE TERMS, COVENANTS, AND CONDITIONS, CONTAINED IN THIS DECLARATION ONLY SO LONG AS EACH SUCH OWNER SHALL HAVE ANY INTEREST IN ANY LOT; PROVIDED, HOWEVER, THAT THE RELINQUISHING OF ALL SUCH INTEREST SHALL NOT OPERATE TO RELEASE ANY OWNER FROM LIABILITY FOR A FAILURE TO COMPLY WITH THIS DECLARATION WHICH OCCURRED WHILE SAID OWNER HAS SUCH INTEREST.

SECTION 3. ATTORNEYS' FEES. AS TO ANY LEGAL OR EQUITABLE PROCEEDINGS FOR THE ENFORCEMENT OF, OR TO RESTRAIN THE VIOLATION OF, THIS DECLARATION OR ANY PROVISION THEREOF, IF THE PARTY BRINGING SUCH ACTION IS SUCCESSFUL IN OBTAINING ANY REMEDY AGAINST ANY DEFAULTING OWNER, SUCH DEFAULTING OWNER SHALL PAY THE REASONABLE ATTORNEYS' FEES OF SUCH SUCCESSFUL PARTY, IN SUCH AMOUNT AS MAY BE FIXED BY THE COURT IN SUCH PROCEEDINGS.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. THE FAILURE OF DECLARANT, THE ASSOCIATION, OR ANY OWNER TO ENFORCE ANY TERM, COVENANT, OR CONDITION, HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED TO BE A WAIVER OF THE RIGHT TO DO SO THEREAFTER, NOR OF THE RIGHT TO ENFORCE ANY OTHER SUCH TERM, COVENANT OR CONDITION.

SECTION 5. RIGHTS OF MORTGAGEES. EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN ARTICLE VII NO BREACH OF THIS DECLARATION SHALL DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE NOW OR HEREAFTER EXECUTED UPON ANY PORTION OF THE REAL ESTATE; PROVIDED, HOWEVER, THAT IF ALL OR ANY PORTION OF SAID REAL ESTATE IS SOLD UNDER A FORECLOSURE OF ANY MORTGAGE, ANY PURCHASER AT SUCH SALE AND HIS SUCCESSORS AND ASSIGNS SHALL HOLD ANY AND ALL LAND SO PURCHASED SUBJECT TO THIS DECLARATION. THE PROVISIONS OF ARTICLE VIII HEREINABOVE NOTWITHSTANDING, NEITHER THE OWNERS NOR THE ASSOCIATION SHALL HAVE ANY RIGHT TO MAKE ANY AMENDMENT TO THIS DECLARATION WHICH MATERIALLY IMPAIRS THE RIGHTS OF ANY MORTGAGEE HOLDING, INSURING, OR GUARANTEEING ANY MORTGAGE ON ALL OR ANY PORTION OF THE REAL ESTATE AT THE TIME OF SUCH AMENDMENT.

SECTION 6. EFFECT OF INVALIDATION. IF ANY PROVISION OF THIS DECLARATION IS HELD TO BE INVALID BY ANY COURT, THE INVALIDITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS THEREOF.

SECTION 7. SECTION HEADINGS. SECTION HEADINGS USED HEREIN ARE USED FOR CONVENIENCE ONLY AND ARE NOT INTENDED TO BE A PART OF THIS DECLARATION OR IN ANY WAY TO DEFINE, LIMIT, OR DESCRIBE THE SCOPE AND INTENT OF THE PARTICULAR SECTIONS TO WHICH THEY REFER.

SECTION 8. NOTICES. ALL NOTICES IN CONNECTION WITH THIS DECLARATION SHALL BE MADE IN WRITING AND SHALL BE DEEMED DELIVERED (a) UPON PERSONAL DELIVERY TO THE INDIVIDUAL PERSON, IF ANY, DESIGNATED IN WRITING BY THE OWNER, AS LISTED IN THE ROSTER OF OWNER'S NAMES AND ADDRESSES REFERRED TO IN ARTICLE VII; OR (b) SEVENTY-TWO (72) HOURS AFTER THE DEPOSIT THEREOF IN ANY UNITED STATES MAIN OR BRANCH POST OFFICE, FIRST CLASS POSTAGE PREPAID, PROPERLY ADDRESSED TO THE ADDRESSEE THEREOF AT THE ADDRESS LISTED IN THE SAID ROSTER.

SECTION 9. LIMITATIONS AND DECLARANT'S RIGHTS. ANY NOTICE TO OR APPROVAL BY DECLARANT UNDER ANY PROVISION OF THIS DECLARATION SHALL NOT BE NECESSARY AFTER SUCH TIME AS DECLARANT OWNS FEWER THAN FOUR (4) LOTS WITHIN FOX RIDGE.

SECTION 10. DEED CLAUSE TO IMPLEMENT DECLARATION. EACH OWNER COVENANTS AND AGREES THAT IT WILL NOT EXECUTE OR DELIVER ANY DEED OR CONVEYANCE OF A FEE TITLE INTEREST IN ANY LOT, OR ANY PORTION THEREOF, UNLESS SUCH DEED OR CONVEYANCE CONTAINS A CLAUSE SUBSTANTIALLY AS FOLLOWS:

"BY ACCEPTANCE AND RECORDING OF THIS CONVEYANCE, THE GRANTEE HEREIN COVENANTS AND AGREES TO BE BOUND BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RIDGE PERTAINING TO THE REAL ESTATE HEREBY GRANTED, WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA",

AND PROPERLY IDENTIFYING THE RECORDING INSTRUMENT NUMBER THEREIN. HOWEVER, THE FAILURE TO INCLUDE SUCH CLAUSE SHALL NOT HAVE ANY EFFECT ON THIS DECLARATION OR THE ENFORCEABILITY THEREOF AGAINST OWNER OF ANY INTEREST IN ANY PORTION OF THE REAL ESTATE.

SECTION 11. PROVISIONS AGAINST MERGER. DECLARANT HEREBY INTENDS THAT THE REAL ESTATE SHALL BE SUBJECT TO THIS DECLARATION, THAT THE COVENANTS CONTAINED HEREIN SHALL NOT BE MERGED INTO THE TITLE OF THE DECLARANT REGARDLESS OF WHETHER DECLARANT IS THE FEE TITLE OWNER OF ALL OR ANY PART OF THE REAL ESTATE AT THE TIME THIS DECLARATION IS EXECUTED OR RECORDED.

SECTION 12. RESERVATIONS OF DECLARANT. THE PROVISIONS OF ARTICLE VII HEREOF NOTWITHSTANDING, DECLARANT HEREBY RESERVES THE RIGHT TO MAKE SUCH AMENDMENTS TO THIS DECLARATION AS MAY BE DEEMED NECESSARY OR APPROPRIATE BY DECLARANT, SO LONG AS DECLARANT OWNS AT LEAST FOUR (4) LOTS WITHIN FOX RIDGE, WITHOUT THE APPROVAL OR CONSENT OF THE OWNERS OR MORTGAGEES OF THE LOTS; PROVIDED THAT DECLARANT SHALL NOT BE ENTITLED TO MAKE ANY AMENDMENT WHICH HAS MATERIALLY ADVERSE EFFECT ON THE RIGHTS OF ANY MORTGAGEE, NOR WHICH SUBSTANTIALLY IMPAIRS THE BENEFITS OF THIS DECLARATION TO ANY OWNER, OR SUBSTANTIALLY INCREASES THE OBLIGATIONS IMPOSED BY THIS DECLARATION ON ANY OWNER.

SECTION 13. TRANSFER OF CONTROL OF OWNER'S ASSOCIATION. DECLARANT SHALL TRANSFER CONTROL OF THE OWNER'S ASSOCIATION TO THE LOT OWNERS FREE AND CLEAR OF ENCUMBRANCES NO LATER THAN THE EARLIER OF (a) FOUR (4) MONTHS AFTER THREE-FOURTHS (3/4) OF THE LOTS HAVE BEEN CONVEYED TO LOT PURCHASERS OR (b) SEVEN (7) YEARS AFTER THE FIRST LOT IS CONVEYED.

IN WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION  
TO BE EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

"DECLARANT"  
DONALD W. BRENNAN

BY: Donald W. Brennan

Donald W. Brennan, Owner  
(NAME AND TITLE PRINTED)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
PERSONALLY APPEARED DONALD W. BRENNAN, WHO ACKNOWLEDGED THE  
EXECUTION OF THE FOREGOING, AND WHO HAVING BEEN DULY SWORN UPON HIS  
OATH, STATED THAT THE REPRESENTATIONS THEREIN CONTAINED ARE TRUE.

Linda K. Fox  
NOTARY PUBLIC, Linda K. Fox  
RESIDENT OF Marion COUNTY, IN  
COMMISSION EXPIRES: 03-12-2001



AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
FOX RIDGE

COPY

THIS AMENDMENT made this 7 day of September, 2001, by Donald W. Brennan, ("Declarant") to the Declaration of Covenants Conditions and Restrictions for Fox Ridge made May 5, 1997, and recorded in the Office of the Recorder of Marion County, Indiana, on May 8, 1997, as Instrument No. 97-0064209 ("Declaration"),

WITNESSETH THAT:

WHEREAS, Donald W. Brennan was the Declarant in the above-mentioned Declaration;  
and

WHEREAS, Article VIII, Section 12 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least four (4) Lots within Fox Ridge; and

WHEREAS, Declarant owns at least four (4) Lots within Fox Ridge on the date hereof; and

NOW, THEREFORE, pursuant to Article VIII, Section 12 of the Declaration, the Declarant hereby amends the Declaration as follows:

Article II, Section 10, which reads:

"Lot" means any of the separate parcels numbered and identified on the plat of Fox Ridge.

shall be deleted and shall be replaced by the following Article II, Section 10:

"Lot" or "Half-Lot" means any of the separate parcels numbered and identified on the plat of Fox Ridge.

Article III, Section 30, which reads:

All units are to be owner occupied except that if a building is owned by the same individuals one side may be leased as long as the owner lives in the other side.

shall be deleted and shall be replaced by the following Article III, Section 30:

Dwelling units may be leased as long as the owner lives in Fox Ridge.



# Van Valer Law Firm

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Tom Vander Luitgaren

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September 5, 2001

Dear Fox Ridge Homeowners:

On September 5, 2001, the developer of Fox Ridge, in accordance with the Declaration of Covenants, Conditions and Restrictions for Fox Ridge, incorporated the Fox Ridge Homeowners' Association, Inc. as a not-for-profit corporation. Additionally, the Covenants provide that the developer is obligated to transfer control of the Fox Ridge Homeowners' Association, Inc. to you, the Lot Owners.

The Initial Board of Directors of Fox Ridge Homeowners' Association, Inc. is comprised of Donald W. Brennan and Juanna Brennan; however, now that the developer is transferring control of the Association to the Lot Owners, a new Board of Directors, comprised of Association Members, must be elected. You are an Association Member by virtue of lot ownership in Fox Ridge.

According to the Covenants, the first elected Board of Directors is to consist of six (6) Members to serve as follows:

- Two (2) shall serve one (1) year terms
- Two (2) shall serve two (2) year terms
- Two (2) shall serve three (3) year terms.

Thereafter, subsequent Board Members shall serve two (2) year terms.

The developer has arranged a meeting to assist you in this election. It is recommended that you put together a slate of names of Members who are interested in serving on the Board of Directors or names of Members who you believe well-suited to represent the Lot Owners.

The meeting is to be held:

DATE:	<b>Thursday, September 27, 2001</b>
TIME:	<b>7:00 P.M.</b>
PLACE:	Perry Meridian High School Auditorium West Wing 10AC
DIRECTIONS:	Enter by main entrance, turn right and go toward the Auditorium. Just left of the Auditorium door is Room 10AC.

Hopefully, this time will be convenient. However, if you are unable to attend, you may assign your voting rights to another Member who plans to attend by completing the enclosed proxy and giving it to that Member, who may then, upon presentation of the proxy, cast your vote.

Should you be unable to attend or have any questions regarding these matters, please contact Joyce Nies at 881-7575.

Sincerely,  
VAN VALER LAW FIRM

Joyce Nies  
Enclosure

**PROXY**

Know all men by these presents, that I, \_\_\_\_\_, of Marion County, Indiana, hereby certify and attest that I am the legal record owner of Lot Number \_\_\_\_\_ (if known) in Fox Ridge, and as such, hereby appoint \_\_\_\_\_ to be my substitute in proxy for me and in my name and behalf to vote with regard to any matter decided at the Fox Ridge Homeowners' Association, Inc. meeting scheduled to be held on Thursday, September 27, 2001, as fully and with like effect as I might or could have done had I been personally present and voting.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Address)

**FOX RIDGE CHRISTMAS PARTY SUNDAY DECEMBER 16  
2:30 TO 6:30 ST. BARNABAS HALL**



**Come join your Fox Ridge Neighbors, for the warmth of this wonderful time of year. We will have Saint Barnabas Hall from 1:30 to 6:30 on Sunday December 16. We will have a refrigerator, stove, oven, and sink available. Anyone interested in helping decorate from 1:30 to 2:30 will be great, Bringing food over early, or just wanting to visit longer are welcome. If you play a musical instrument, please bring to the party and share your talent. We will try to have a piano, if you have suggestions. Please call us with ideas for a fun evening.**

*PITCH IN please bring a covered dish & beverage to share.*  
Bring your camera. We are in need of a portable cassette or CD player for Christmas music.

**RSVP:: BY DECEMBER 12** to Mary Guyant 881 4738 or email [maryguyant@yahoo.com](mailto:maryguyant@yahoo.com) or Barb Corbett 881 6398

FR Board to furnish meat, cheese, bread, & paper products.

Punch & coffee will be furnished

Looking forward to seeing everyone.

## FOX RIDGE YEAR END REPORT

Welcome to our Christmas celebration and neighborhood get together. I for one hope you have a very nice Holiday Season and a very healthy and enjoyable New Year.

We have accomplished some of our goals since becoming a neighborhood association and find there is much more to do. We have posted no trespassing signs on both ponds and do have a lot of work to clean up both ponds. The ponds both need stone placed around them to stop any further dirt from washing into them or we will have to dredge them which is an expensive undertaking. We will be checking on this work in the spring.

To this point we have collected \$3700 in dues and are in the process of collecting the rest. We do not want to have to file property liens but will do so if it becomes necessary. Late notices are being sent prior to legal action being taken. If legal action is taken the property owner will not only be liable for the dues assessment but also all legal fees necessary to collect these fees. We would rather not have to resort to this type of action as we feel this is a nice neighborhood and everyone is very caring. If it should become necessary to proceed with legal action we will be in a precarious position financially as we will be liable for all legal fees for filing up front. At \$175 per hour that can become quite costly and a special assessment could become necessary which we would not find very acceptable. We will try and keep everyone advised as to what is going on in our neighborhood. At this time we have \$1000 not collected.

To date we have deposited \$3748.07 in the Association bank account and have written the following checks:

- State Farm Insurance \$765.00
- Indianapolis Power and Light for street lights \$48.07 per month for a total of \$96.14 to date
- Frank Hogan Attorney for legal review of covenants and Incorporation \$350.00
- Hanley Signs for no Trespassing signs to post ponds \$228.90
- St Barnabas Church for rental of hall \$100.00
- Post Office Box Rental and misc copies and mailings \$91.59
- Bank Service Charge \$10.00

At this time the neighborhood is really looking a lot like Christmas and it is a real pleasure to turn from Rhake Road and see the lights. Hopefully everyone has enjoyed their hard work. We have one home that is always decorated for every holiday and I for one do enjoy the effort put forth by John & Karen Domogalik. On a sad note though this year part of their lighting was damaged by vandalism. If anyone is aware of any of this type of activity going on please let someone on the committee know and lets all try and keep a good eye out for anything unusual. Hopefully if we are all vigilant we can stop this type of problem.

At this time as far as I know every one seems to be enjoying as good health as possible or on the mend. Herb Atkerson had surgery on his left leg to help improve his circulation and he says he is doing quite well. Frank Scheib had surgery on his back and seems to be well on the mend now. Barb House had knee surgery recently and is still having some difficulty. Frances Baker and Gloria Black both had surgery in the past few months and both seem to be doing well. Linda Nielander seems to be doing quite well after here terrible auto accident and we are all very thankful for that. Mary Gyant has also gone through a lot and hopefully is doing well. Please keep all of our neighbors in your prayers.

Frank Corbett



President, Fox Ridge Association Inc.

**FOX RIDGE ASSOCIATION, INC.**

**Statement: October 26, 2001**

**Due: November 12, 2001**

**This \$100.00 per lot owner annual dues will cover the following:**

**Insurance covering total liability on fence, ponds, street lamps, street signs, front entry addition sign, common areas, grass cutting for the common areas, snow removal, cost of lighting, P.O. Box rental, attorney retainer fee, start-up costs, i.e., stationary, stamps, copying, weed mowing on vacant lots, bonding costs of officers.**

**Make checks payable to Fox Ridge Association, Inc and mail to:**

**FOX RIDGE ASSOCIATION, INC  
P. O. BOX 17002  
INDIANAPOLIS, IN 46217- 0002**

**or you may drop your check off to Frank Corbett**

*pd  
11-4-01  
CK# 1110*