

FOXRUN COVENANTS AND RESTRICTIONS

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in **FOXRUN**, a residential subdivision, lying in the Southeast Quarter of Section 15, and the Northeast Quarter of Section 22 all in Township 12 North, Range 1 East, Morgan County, Indiana, and shall take title subject to and be bound by the following:

1. Land Use. All lots herein are for residential use only, limited to one single family dwelling per lot. No further division of any lot for the purpose of creating an additional building site shall be permitted.
2. Dwelling size. No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand eight-hundred (1800) square feet for a one-story dwelling nor less than two-thousand (2000) square feet for a dwelling of more than one-story, with not less than one-thousand two hundred (1200) square feet on the ground floor.
3. Building Location. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet as stated hereon. No building shall be located nearer to the side and rear lot lines than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner.
4. Building Plan Review. All plans for the construction of residential dwelling houses, accessory buildings and all other structures shall be reviewed and approved by the developer in order to promote harmony of design and compatibility with existing structures. Only Developer approved builders are allowed to construct dwellings in this subdivision. The Developer also shall approve any technical variation or exception from any construction requirements. The Developer shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractors and subcontractors. After all lots are sold, an Architectural Control Committee shall be formed to serve to review and approve all such plans. The committee shall consist of five (5) resident owners, which shall be elected annually by all lot owners.

5. **Architectural Design.** All buildings, walls, fences and all other structures are subject to the approval of the Developer/Architectural Control Committee. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the Developer/Architectural Control Committee which will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structure already existing and for conformity with surface, drainage requirements, first floor area, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of the subdivision.
- In the event the Developer/Architectural Control Committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.
6. **Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.
7. **Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required, such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the owner.
8. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boat, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

9. Construction requirements.

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
- c. Exterior of the first story of all dwellings shall be full brick or stone, gable ends excepted. Exterior of upper levels shall be a balanced 50 percent (50%) brick or stone. Soffit, fascia, and gable materials vinyl or wood and colors shall be approved by the developer. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation.
- e. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- f. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, slightly order, containing all trash and debris within the lot and properly disposed of or removed. Owner and their builder/contractors shall register and obtain from the developer a copy of FOXRUN plat and these covenants and restrictions.
- g. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to streets, drainage area, utilities or other improvements.

- h. All owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer and various lot owners. The Developer shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The Lot Owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner's lot. Standards for erosion control shall be set by the developer.
- i. All lot owners, for the good of the community, will maintain their lots in good condition to the edge of the street.
10. Drainage. All lot owners shall take their title subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water. No owner shall impede or hinder, in any way, the passage of storm water through or across their lot. Each owner shall provide adequate structures to convey storm water where improvements are constructed across swales, valleys and ravines. There is a six (6) foot wide drainage easement off of each side of each lot.
11. Vehicle Parking. No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The developer shall determine what is acceptable screening and shall determine what is a reasonable length of time.
12. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
13. Utility/Storage Buildings. Utility or storage buildings must have a minimum area of 120 square feet and may not be larger than 800 square feet. All utility or storage buildings must be on a concrete foundation and be constructed to compliment the dwelling. Gazebo type structures will also be permitted. All utility, storage or gazebo structures must be approved by the developer.



14. Animals. Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total of either dogs, cats, or other household pet and all pets must be confined to the owners lot or on a leash accompanied by an adult. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry.
15. Pools. No above ground type pool will be permitted.
16. Signs. No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
17. Private Road Maintenance The roadway which serves the lots shown hereon is to be maintained as an all weather street, including drainage, by the owners of the lots in the subdivision on a share and share alike basis. The owners shall vote annually, on the first Tuesday of April of each year, or any other agreed date, on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned. A simple majority shall rule. Votes will be binding and valid ONLY if ALL parcels owners were notified of the date, time and place of the street maintenance meeting, by certified mail at the current address listed in the records of the Morgan County Auditors Office, at least thirty days in advance of the meeting date. At the first meeting the owners shall elect an individual to collect the monies and pay out the same for repair and maintenance of the street, associated street maintenance expenses, cost of notification of any required meetings. The individual who is to collect the monies shall be bonded in an amount equal to balance of funds on hand on the date of the annual meeting but in no case less than ten-thousand dollars (\$10,000). Cost of the bond shall be paid out of the street assessments as an associated expense.

Until such time that the street is accepted into the Morgan County road system, the minimum annual street maintenance fee shall be \$ 200<sup>00</sup> per lot.

18. Lake Maintenance. The lakes (constructed or proposed) shall be for the sole benefit and use of owners of the lots which adjoin the lake(s). No other lot owners in this subdivision will be allowed access to the lake(s). The lake(s) and dam(s) shall be maintained in accordance with sound engineering and ecological practice. Cost of all maintenance and repair of the lake and dam shall be prorated equally among the owners of lots which adjoin that specific lake. Owners of lots which adjoin a lake shall vote on the amount and type of maintenance needed for the lake and all other matters concerning use or enjoyment of the lake including the amount any annual dues or maintenance fees. A simple majority of lake lot owners shall decide all issues.

19. Lot Owners Association The owners of the lots in this subdivision shall form an association (**FOXRUN LOT OWNERS ASSOCIATION**) for the purpose of providing for the maintenance and repair of the streets, street drainage, street lighting and other issues that the majority of lot owners wishes to address.

The owners of the lots shall, by majority vote, one vote per lot, elect for a term of not less than one year, an Association Director and officers. The lot owners shall also establish any rules necessary to provide for the collection of assessment, late penalties, accounting procedures or for any other matter related to the maintenance or repair of the items listed above. The Developer will incorporate the **FOXRUN LOT OWNERS ASSOCIATION** in the State of Indiana as a not-profit corporation. To provide for the sound financial basis of the association the Developer shall establish an account, in a financial institution with offices in the State of Indiana, with an initial amount of \$1000.00., in the name of **FOXRUN LOT OWNERS ASSOCIATION**. Thereafter, from the sale of each lot, the Developer shall deposit \$100.00. It shall be the responsibility of the Director to collect annually or as often as necessary to pay for the maintenance and repair of streets and other association work. The Director shall be bonded in an amount not less than the maximum held in escrow, the bond premium to be paid by the Association. The Director shall have the power to place a lien on any lot for which the owner has failed to pay any assessment, and further the Director may bring suit against the lot owner, in any court of jurisdiction, to collect any unpaid assessment, and the cost of collection including but not limited to legal fees, court costs and penalties. The Developer, or Developers representative shall be the Director of the **FOXRUN LOT OWNERS ASSOCIATION** until such time as the Developer no longer holds title to any lot(s) in the development.

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19. Enforcement. Enforcement of the FOXRUN, Covenants and Restrictions, set out in this agreement shall be by proceeding at law instituted by the Developer as shown on the plat of record or the owner of any lot of record, with either of these entities having the right to bring the action against a violating party.

The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, courts costs, and actual damage to the Developer or homeowner for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the developer. These covenants and restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of an adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer other lot owners will be the monies expended by the developer or lot owners in curing the violation or time and expenses which accrue in bringing an action to cure the violation.

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Perry D. Cruse and Cynthia L. Cruse owners of said property, this 16<sup>th</sup> day of

November, 1998.

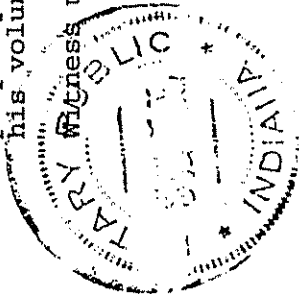
Perry D. Cruse  
Perry D. Cruse

Cynthia L. Cruse  
Cynthia L. Cruse

State of Indiana )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Perry D. Cruse and Cynthia L. Cruse, owners and developer of said property, and acknowledged the execution of this instrument to be his voluntary act and deed.

I witness my Hand and Seal this 16 day of November, 1998.



Vivie Lucille Sadler  
Signed Notary Public

Vivie Lucille Sadler  
Printed or Typed

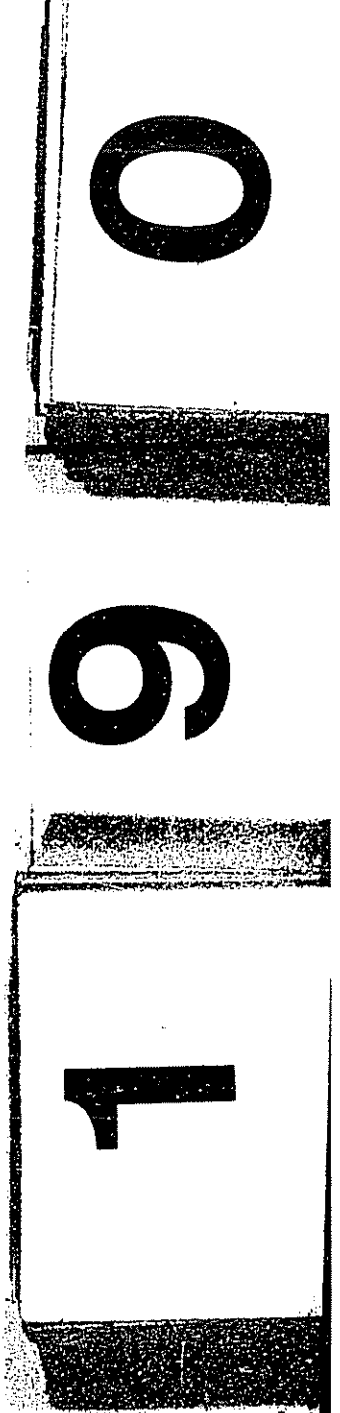
Resident of Morgan County.

My Commission Expires: 9-3-2006

This instrument prepared by Perry D. Cruse

RECEIVED FOR RECORD 98  
Nov. 16, 1998  
9:04 A.<sup>m.</sup>  
at Vivie Kivett  
MORGAN COUNTY RECORDER

90215





**FOXRUN COVENANTS AND RESTRICTIONS**

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in FOXRUN, a residential subdivision, lying in the Southeast Quarter of Section 15, and the Northeast Quarter of Section 22 all in Township 12 North, Range 1 East, Morgan County, Indiana, and shall take title subject to and be bound by the following:

1. **Land Use.** All lots herein are for residential use only, limited to one single family dwelling per lot. No further division of any lot for the purpose of creating an additional building site shall be permitted.
2. **Dwelling size.** No dwelling shall exceed three (3) stories in height. An attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand eight-hundred (1800) square feet for a one-story dwelling nor less than two-thousand (2000) square feet for a dwelling of more than one-story, with not less than one-thousand two hundred (1200) square feet on the ground floor.
3. **Building Location.** No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet unless shown otherwise on the plat of FOXRUN, which shall control. No building shall be located nearer to the side and rear lot lines than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner.
4. **Building and Improvement Plan Review.** All plans for the construction of residential dwellings, accessory buildings, other structures and improvements shall be reviewed and approved by the Developer in order to promote harmony of design and compatibility with existing structures. Only Developer approved builders are allowed to construct dwellings in this subdivision. The Developer also shall approve any technical variation or exception from any construction requirements. An erosion control plan must be submitted to the Developer for review in accordance with Item No. 9 of these covenants and restrictions. After all lots are sold, or at any time the Developer desires to relinquish this authority, building and improvement plan review and approval shall be performed by the Board of Directors of the FOXRUN Lot Owners Association, Inc.

5. **Architectural Design.** All buildings, walls, fences and all other structures are subject to the approval of the Developer. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the site plan, building plans, erosion control plan and all specifications have been submitted to the Developer which will approve or disapprove the submittals as to conformity and harmony with the exterior design, quality and aesthetic appearance of existing homes and for conformity with topography, surface drainage, landscaping, total living area, ground floor area, exterior materials and colors, driveway width and location, quantity of off street parking, destruction of trees and other vegetation, erosion control measures and any other such matter as may affect the environment, ecology or aesthetics of the subdivision.

In the event the Developer, or his designated representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.

6. **Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot. However, a home office is allowed provided there are no more than two clients or business associates at the home at any one time. No home business related signs, banners or placards are allowed on the exterior of any building or on any lot.

7. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boat, trailers, motorcycles or any other motorized or equipment of any kind) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

8. **Construction requirements.**

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
- c. Exterior of the first story of all dwellings shall be full brick or stone, gable ends excepted. Exterior of upper levels shall be a balanced 50 percent (50%) brick or stone. The developer shall approve soffit, fascia, and gable materials vinyl or wood and colors. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.

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- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation.
  - e. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
  - f. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, slightly order, containing all trash and debris within the lot and properly disposed of or removed. Owner and their builder/contractors shall register and obtain from the developer a copy of **FOXRUN** plat and these covenants and restrictions.
  - g. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to streets, drainage area, utilities or other improvements.
  - h. All owners shall be fully responsible for providing proper erosion control on their lot. In the event proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer and various lot owners. The Developer shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The Lot Owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner's lot. Erosion control shall be in accordance with Item 9 of these covenants and restrictions.
  - i. All lot owners, for the good of the community, will maintain their lots in good condition to the edge of the street.
  - j. All driveways shall be of asphalt or concrete a minimum of 4 inches thick from the garage to the edge of the street pavement.
9. **Erosion Control on Lots** Owners shall take their titles subject to the requirements for installing and maintaining erosion control structures including but not limited to, silt fence, temporary and permanent seeding or sodding, erosion control mats or blankets, inlet and storm structure protection, diversion channels, rip-rap channels and slopes and temporary construction drives. Erosion control measures shall be installed such that sediment, mud, gravel or any other debris, water, air or vehicle borne, are prevented from leaving their lot in any manner including entering storm structures, lakes, water courses or onto

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street and road right-of-way. Further, the lot owner(s) shall be responsible for any erosion from their lot caused or produced by builders, contractors, subcontractors, or material suppliers. Owners agree to be financially responsible and to indemnify and hold harmless the Developer and Lot Owners Association for any damage or legal action resulting, either directly or indirectly, from erosion on Owners lot. Owners shall be responsible for payment of any fines or penalties imposed by local, state or federal agencies on the Developer or Lot Owners Association, which arise from erosion on Owners lot. Developer and Lot Owners Association reserve the specific right to obtain injunction and judicial relief if Owner fails comply with these requirements.

10. **Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required, such as lines, ducts, gas or water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the owner. Unless noted otherwise on the plat there is an eight (8) foot wide utility easement off of each side line and rear line of each lot. In addition there is a twenty (20) foot utility easement off of each street side of each lot and a twenty (20) foot utility easement off of the roadside lot line of each lot that adjoins Lincoln Hill Road or Mapletum Road.

11. **Drainage Easements.** All lot Owners shall take their titles subject to the rights of others to use the natural ravines, swales and valleys for the conveyance of storm water. No Owner shall impede or hinder in any way the passage of storm water through or across their lot. Each Owner shall provide adequate structures to convey storm water where improvements are constructed across swales, valleys and ravines. Unless noted otherwise on the plat there is an eight (8) foot wide drainage easement off of each side line and rear line of each lot.

12. **Vehicle Parking.** No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The developer shall determine what is acceptable screening and shall determine what is a reasonable length of time.

13. **Nuisance.** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

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14. **Utility/Storage Buildings.** Utility or storage buildings must have a minimum area of 120 square feet and may not be larger than 800 square feet. All utility or storage buildings must be on a concrete foundation and be constructed to compliment the dwelling. Gazebo type structures will also be permitted. All utility, storage or gazebo structures must be approved by the Developer.
15. **Animals.** Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total of dogs, cats, or other household pet and all pets must be confined to the owners lot or on a leash accompanied by an adult. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry.
16. **Pools.** Above ground swimming pools are not permitted. Approval of the Developer/Architectural Control committee must be obtained for all in-ground pools.
17. **Signs.** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer while lots are being sold.
18. **Private Road Maintenance** The interior roadways, which serve the lots shown on the plat of FOXRUN, are to be maintained as all weather streets, including drainage, by the **FOXRUN LOT OWNERS ASSOCIATION**. The owners shall vote at the annual meeting of the Association on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned. A simple majority of those present at the meeting shall rule with one vote for each lot owned. Votes will be binding and valid only if all lot owners were notified of the date, time and place of the street maintenance meeting, by certified mail, return receipt requested, at the address listed in the records of the Auditor of Morgan County, at least thirty days in advance of the meeting date. Notification is considered valid and sufficient with proof of mailing to the address as listed in the Auditor's records. The Director of the Association shall collect the monies and pay out the same for repair and maintenance of the street as expenses of the Association. Until such time that the streets are accepted into the Morgan County road system, the minimum annual street maintenance fee shall be \$ 200<sup>00</sup> per lot.
19. **Lake and Pond Maintenance.** The lakes and ponds (constructed or proposed) shall be for the sole benefit and use of Owners of the lots, which adjoin the lake(s) or ponds. No other lot Owners in this subdivision will be allowed access to the lake(s) or ponds. The lake and pond dam(s) shall be maintained in accordance with sound engineering and ecological practice. Cost of all maintenance and repair of the lake

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(s), ponds and dams shall be prorated equally among the Owners of lots, which adjoin that specific lake or pond. Owners of lots which adjoin a lake or pond shall vote on the amount and type of maintenance needed for the lake or pond and all other matters concerning use or enjoyment of the lake or pond including the amount any annual dues or maintenance fees. A simple majority of lake or pond lot owners shall decide all issues.

20. **Lot Owners Association** The owners of the lots in this subdivision shall be members of an association which is the **FOXRUN LOT OWNERS ASSOCIATION, INC.** for the purpose of providing for the maintenance and repair of the streets, street drainage, street lighting, maintenance and use of common areas, payment of property taxes on streets and common areas, general liability insurance, hiring of accounting and legal professionals and establishment of the amount of the annual lot assessment and other issues that the majority of lot owners wish to address.

The Developer will incorporate the **FOXRUN LOT OWNERS ASSOCIATION** in the State of Indiana as a not-for-profit corporation. To provide for the sound financial basis of the association the Developer shall establish an account, in a financial institution with offices in the State of Indiana, with an initial amount of \$1000.00 in the name of **FOXRUN LOT OWNERS ASSOCIATION, INC.** Hereafter, from the sale of each lot the Developer shall deposit \$100.00 in the Association account.

The Association shall hold an annual meeting, on the first Tuesday of April of each year, or any other agreed date, for the purpose of conducting Association business and election of officers. Additional meetings may be held as needed but only if all lot Owners are notified as described below. At any meeting of the Association a simple majority of those present at the meeting shall rule with one vote for each lot owned. Votes will be binding and valid only if all lot owners were notified of the date, time and place of the meeting, by certified mail, return receipt requested, at the address listed in the records of the Auditor of Morgan County, at least thirty days in advance of the meeting date. Notification is considered valid and sufficient with proof of mailing to the address as listed in the Auditor's records. The Owners shall elect for a term of not less than one year, an Association Board of Directors consisting of four resident lot Owners and a Director. The Board of Directors shall from among themselves elect a Treasurer and Secretary. Board of Directors shall conduct Association business as needed between annual meetings. At each annual meeting a vote shall be taken to establish the amount of money to be assessed for each lot to pay the anticipated expenses of the Association for the coming year.

It shall be the responsibility of the Treasurer of the Association to collect annually monies from the Owner of each lot to pay for Association expenses. The Treasurer shall be bonded in an amount not less than the amount held in the Association account on the date of the annual meeting but not less than \$10,000, with the bond premium to be paid by the Association.

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The Director of the Board, after being notified by the Treasurer of non-payment of the annual assessment, shall have the power to place a lien on any lot for which the owner has failed to pay any assessment, and further the Director may bring suit against the lot Owner, in any court of jurisdiction, to collect any unpaid assessment, and the cost of collection including but not limited to legal fees, court costs, penalties and interest.

The Developer, or Developer's representative shall be the Director of the **FOXRUN LOT OWNERS ASSOCIATION, INC.** and the Developer shall appoint four additional members of the Board of Directors until such time as the Developer no longer holds title to any lot(s) in the development or desires to relinquish this authority at which time the Director and or additional members of the Board of Directors shall be elected by majority vote of the lot owners under provisions of this section ( Item 20 ) of the covenants and restrictions.

21. **Developer's Reservations.** The Developers, Perry D. Cruse and Cynthia L. Cruse, reserves unto themselves, their heirs and assignees of developer's rights, the following special conditions and considerations:

- (a) As long as they, their heirs or assigns of developers rights, holds title to any lot in **FOXRUN** they may transfer to the **FOXRUN LOT OWNERS ASSOCIATION, INC.** additional land to be used as common area.
- (b) They shall not pay any annual dues or assessment for any lots they own.
- (c) They shall have voting rights in the lot owners association, one vote for each lot owned.

22. **Lot Number 112.** Lot Number 112 is for utility infrastructure. The Utility, which owns this lot, will not be assessed and ~~shall not pay~~ assessments for street or road maintenance, common areas or any other fees or assessments from the lot owners association. Further the Utility is exempt from the requirements of these covenants and restrictions except for Item No. 7, **STORAGE AND REFUSE DISPOSAL**, Item No. 10, **EROSION CONTROL** and Item No. 13, **VEHICLE PARKING**. The Utility shall pay all taxes on the property and keep the property in a clean and orderly manner.

23. **Enforcement.** Enforcement of the **FOXRUN**, Covenants and Restrictions, set out in this agreement shall be by proceeding at law initiated by the Developer, **FOXRUN** Lot Owners Association, Inc. or the owner of any lot of record, with any of these entities having the right to bring the action against a violating party.

The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners. After the initial term, the covenants and restrictions may also be amended

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by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, courts costs, and actual damage to the Developer, FOXRUN Lot Owners Association, Inc. and/or lot Owner for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision, Developer and FOXRUN Lot Owners Association, Inc. These covenants and restrictions shall inure to and be enforceable on any single lot and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer, lot Owner or FOXRUN Lot Owners Association, Inc. or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the event of an adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages, which shall be recoverable under this section to the Developer, FOXRUN Lot Owners Association, Inc. and other lot owners, will be the monies expended by the Developer, FOXRUN Lot Owners Association, Inc. or lot owners in curing the violation or time and expenses, which accrue in bringing an action to cure the violation.

24. Former Covenants and Restrictions Void: The covenants and restrictions for FOXRUN as recorded in Deed Record 417, pages 183 to 190 in the Office of the Recorder of Morgan County, Indiana are hereby void in their entirety.

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DEVELOPERS CERTIFICATION AND DEDICATION

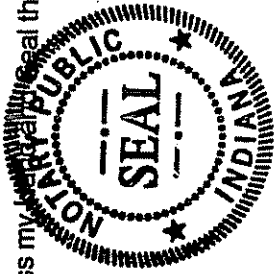
This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Perry D. Cruse and Cynthia L. Cruse owners of said property, this 1<sup>st</sup> day of Sept., 2000.

Perry D. Cruse  
Perry D. Cruse  
Cynthia L. Cruse  
Cynthia L. Cruse

State of Indiana )  
                          )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Perry D. Cruse and Cynthia L. Cruse, owners and developer of said property, and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness my hand and seal this 1<sup>st</sup> day of September, 2000.



Alan W. Seller  
Signed Notary Public

ALAN W. SELLER  
Printed or Typed

Resident of Morgan County.

My Commission Expires: July 14, 2001

RECEIVED  
FOR RECORD

00 SEP -8 AM 9:27

Karen Blummet  
MORGAN CO RECORDER

This instrument prepared by Perry D. Cruse

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