

FINAL PLAT

RED FOX COMMONS

FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA

ZONED: D-3 (CLUSTER)

TRACT	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
16	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
17	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
18	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
19	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
20	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
21	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
22	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
23	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
24	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
26	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
27	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
28	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
29	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
31	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
32	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
34	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
35	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
36	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
37	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
38	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
39	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
40	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
41	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
42	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
43	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
44	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
45	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
46	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
47	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
48	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
49	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

**LEGEND**

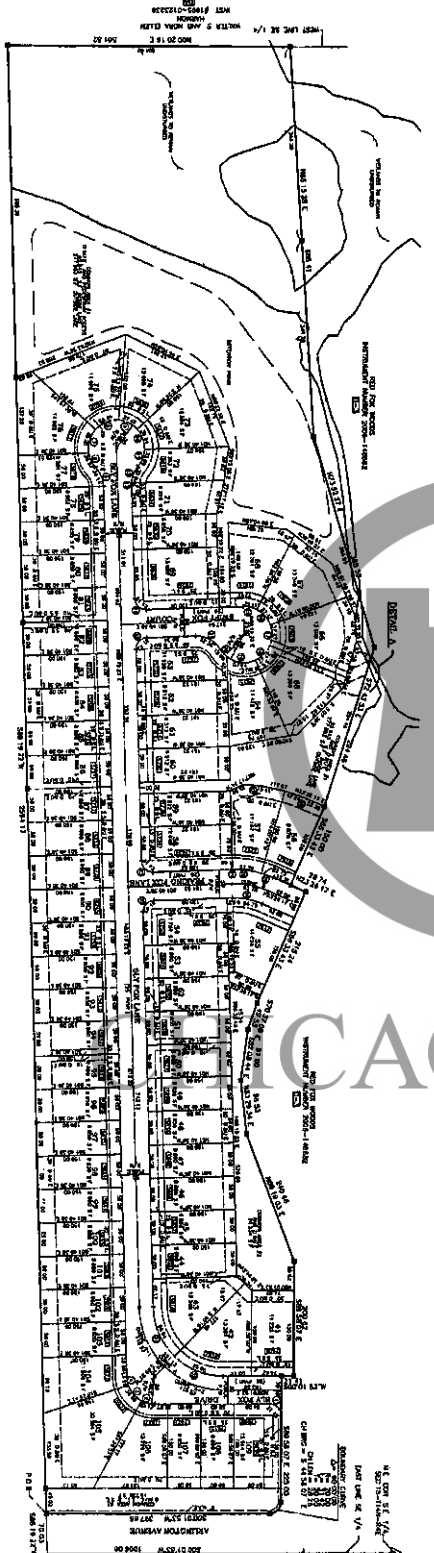
- UNIMPROVED
- 1/2" DIA. PIPES
- 3" DIA. PIPES
- 6" DIA. PIPES
- 12" DIA. PIPES
- 18" DIA. PIPES
- 24" DIA. PIPES
- 30" DIA. PIPES
- 36" DIA. PIPES
- 42" DIA. PIPES
- 48" DIA. PIPES
- 54" DIA. PIPES
- 60" DIA. PIPES
- 66" DIA. PIPES
- 72" DIA. PIPES
- 78" DIA. PIPES
- 84" DIA. PIPES
- 90" DIA. PIPES
- 96" DIA. PIPES
- 102" DIA. PIPES
- 108" DIA. PIPES
- 114" DIA. PIPES
- 120" DIA. PIPES

RECEIVED FOR RECORD  
MAY 11 2006  
MARION COUNTY RECORDERS  
INDIANAPOLIS, INDIANA

RECORDERS OFFICE  
2008-0170687



SCALE 1" = 100'



PREPARED BY: MARION COUNTY PLAT 2005-04112

APPROVED FOR  
RECORDING  
MAY 11 2006  
MARION COUNTY RECORDERS  
INDIANAPOLIS, INDIANA

APPROVED FOR  
RECORDING  
MAY 11 2006  
MARION COUNTY RECORDERS  
INDIANAPOLIS, INDIANA

FILED  
MAY 11 2006  
MARION COUNTY RECORDERS  
INDIANAPOLIS, INDIANA

SEAL

PLAT 2006-0170687  
FINAL APPROVAL  
MARION COUNTY RECORDERS  
MAY 11 2006  
INDIANAPOLIS, INDIANA

FINAL PLAT  
RED FOX COMMONS  
FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA  
ZONED: D-3 (CLUSTER)

THE UNDERSIGNED, a duly qualified and licensed Surveyor of the State of Indiana, has surveyed the above described land and has found that the same is subject to the following conditions, which are hereby set forth in this plat and are to be observed by all persons who acquire an interest in the land hereinafter described:

1. THE SURVEYOR HAS FOUND THAT THE LAND HEREIN DESCRIBED IS SUBJECT TO THE FOLLOWING EASEMENTS AND RIGHTS:

1.1. A 10' EASEMENT FOR UTILITY PURPOSES TO BE GRANTED TO THE STATE OF INDIANA FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND OTHER PUBLIC UTILITIES.

1.2. A 5' EASEMENT FOR UTILITY PURPOSES TO BE GRANTED TO THE STATE OF INDIANA FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND OTHER PUBLIC UTILITIES.



1.3. A 10' EASEMENT FOR UTILITY PURPOSES TO BE GRANTED TO THE STATE OF INDIANA FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND OTHER PUBLIC UTILITIES.

1.4. A 5' EASEMENT FOR UTILITY PURPOSES TO BE GRANTED TO THE STATE OF INDIANA FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS AND OTHER PUBLIC UTILITIES.

2. THE SURVEYOR HAS FOUND THAT THE LAND HEREIN DESCRIBED IS SUBJECT TO THE FOLLOWING RESTRICTIONS:

2.1. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

2.2. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

3. THE SURVEYOR HAS FOUND THAT THE LAND HEREIN DESCRIBED IS SUBJECT TO THE FOLLOWING COVENANTS:

3.1. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

3.2. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

4. THE SURVEYOR HAS FOUND THAT THE LAND HEREIN DESCRIBED IS SUBJECT TO THE FOLLOWING COVENANTS:

4.1. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

4.2. THE LAND HEREIN DESCRIBED IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.



I THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE FOLLOWING DESCRIBED REAL ESTATE AS SHOWN ON THE HEREIN DRAWN PLAT AND THAT THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY REPRESENTS THE SUBDIVISION OF THE AFOREMENTIONED REAL ESTATE AS SURVEYED BY PROJECTS PLUS

PART OF THE SOUTHEAST QUARTER OF SECTION 15 TOWNSHIP 14 NORTH RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN MARION COUNTY INDIANA DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION SAID POINT ALSO BEING THE NORTHEAST CORNER OF RED FOX WOODS THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 2006-18682 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA THE NEXT TWO (2) COURSES FOLLOW THE EAST AND SOUTH LINE THEREOF 1) THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST (ASSUMED BEARING) 1006 06 FEET TO THE SOUTHEAST CORNER OF SAID RED FOX WOODS 2) THENCE SOUTH 88 DEGREES 19 MINUTES 22 SECONDS WEST 70 03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT THENCE CONTINUING SOUTH 88 DEGREES 19 MINUTES 22 SECONDS WEST 2594 17 FEET TO THE WEST LINE OF SAID QUARTER SECTION THENCE ALONG LAST SAID WEST LINE NORTH 00 DEGREES 20 MINUTES 16 SECONDS EAST 501 82 FEET TO THE SOUTH LINE OF SAID RED FOX WOODS THE NEXT FIFTEEN (15) COURSES FOLLOW THE SOUTH WESTERLY LINE THEREOF 1) THENCE NORTH 86 DEGREES 15 MINUTES 28 SECONDS EAST 688 41 FEET 2) THENCE NORTH 73 DEGREES 52 MINUTES 27 SECONDS EAST 388 59 FEET 3) THENCE SOUTH 72 DEGREES 43 MINUTES 53 SECONDS EAST 294 46 FEET 4) THENCE SOUTH 66 DEGREES 33 MINUTES 43 SECONDS EAST 150 00 FEET 5) THENCE NORTH 23 DEGREES 26 MINUTES 17 SECONDS EAST 28 74 FEET 6) THENCE SOUTH 66 DEGREES 33 MINUTES 43 SECONDS EAST 215 24 FEET 7) THENCE SOUTH 70 DEGREES 37 MINUTES 08 SECONDS EAST 49 53 FEET 8) THENCE SOUTH 82 DEGREES 08 MINUTES 44 SECONDS EAST 91 00 FEET 9) THENCE NORTH 83 DEGREES 29 MINUTES 34 SECONDS EAST 95 53 FEET 10) THENCE NORTH 69 DEGREES 19 MINUTES 03 SECONDS EAST 240 48 FEET 11) THENCE SOUTH 89 DEGREES 58 MINUTES 07 SECONDS EAST 200 62 FEET 12) THENCE SOUTH 00

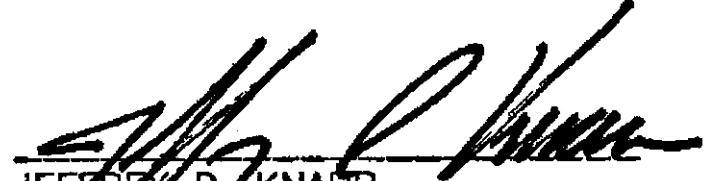
SECONDS EAST 210 10 FEET 11) THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 200 62 FEET 12) THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 21 41 FEET 13) THENCE SOUTH 89 DEGREES 58 MINUTES 07 SECONDS EAST 225 00 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 20 00 FEET 14) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS 31 42 FEET 15 THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 397 66 FEET TO THE POINT OF BEGINNING CONTAINING 29 044 ACRES MORE OR LESS SUBJECT TO ALL RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS

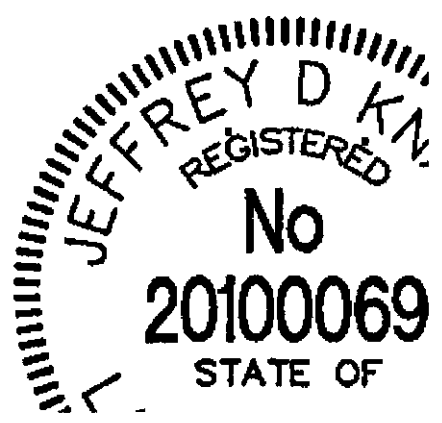
THIS SUBDIVISION CONTAINS SIXTY-TWO (62) LOTS NUMBERED FORTY-ONE (41) THROUGH ONE-HUNDRED-NINE (109) AND THREE (3) COMMON AREAS INCLUSIVE TOGETHER WITH STREETS RIGHT-OF-WAY AND EASEMENTS AS SHOWN ON THE PLAT HERewith

ALL MONUMENTS SHOWN HEREIN WILL EXIST AND THAT THEIR LOCATION SIZE TYPE AND MATERIAL ARE ACCURATELY SHOWN AND THAT THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT AS INSTRUMENT NUMBER 2006-0148680 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA

WITNESS MY HAND AND SEAL THIS 1<sup>st</sup> DAY OF NOVEMBER 2006

  
JEFFREY D. KNARR  
PROFESSIONAL LAND SURVEYOR No 20100069  
STATE OF INDIANA



2 NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK AS SHOWN ON THE RECORDED PLAT NO BUILDING SHALL BE LOCATED NEARER THAN 7.5 FEET TO A SIDE YARD LINE AND THE TOTAL SIDE YARD SETBACK (BOTH SIDES) MUST BE AT LEAST 15 FEET NO BUILDING SHALL BE ERECTED CLOSER THAN 20 FEET TO THE REAR LOT LINE UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO USE LOCATION AND HARMONIOUS DESIGN NO GARAGE OR STORAGE BUILDING MAY BE CONSTRUCTED SEPARATE AND APART FROM THE MAIN DWELLING NOTWITHSTANDING THE FOREGOING REAR YARD SETBACK REQUIREMENT PROVIDED HOWEVER WITH APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE AND WHERE IN THE OPINION OF SAID COMMITTEE THE LOCATION WILL NOT DETRACT MATERIALLY FROM THE APPEARANCE AND VALUE OF OTHER PROPERTIES A DWELLING MAY BE LOCATED NEARER TO A STREET THAN ABOVE PROVIDED BUT NOT NEARER THAN 25 FEET TO ANY STREET RIGHT OF WAY LINE

3 NO BUILDING SHALL BE ERECTED PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE WITH ALL EXISTING TREES IDENTIFIED AND GROUND FLOOR ELEVATIONS SPECIFIED THEREON HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO MATERIALS HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATIONS AND EXISTING TREES AND FOLIAGE OR ALTERED ON ANY LOT OR WITHIN THE DEVELOPMENT UNLESS PREVIOUSLY APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING THE OWNER SHALL SUBMIT TO THE ARCHITECTURAL CONTROL COMMITTEE A PLAN FOR PRESERVING EXISTING TREES AND FOLIAGE PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE PROPERTY IT SHALL BE THE LOT OWNER'S RESPONSIBILITY TO COMPLY PRECISELY WITH ALL BUILDING AND SITE FINISH GROUND ELEVATIONS AS FINALLY REQUIRED AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS (DPW) DRAINAGE SECTION AS EVIDENCED UPON THE FINAL CONSTRUCTION PLANS FOR THE DEVELOPMENT OF RED FOX COMMONS

4 NOT WITHSTANDING COMPLIANCE WITH ALL MINIMUM DEVELOPMENT STANDARDS AS REQUIRED BY APPLICABLE ORDINANCES AND THE COVENANTS AND RESTRICTIONS OF THIS PLAT NO CONSTRUCTION SHALL COMMENCE UPON ANY LOT IN THIS DEVELOPMENT UNLESS THE ARCHITECTURAL CONTROL COMMITTEE OR ITS DESIGNEE SHALL HAVE FIRST APPROVED IN WRITING THE BUILDING CONTRACTOR SELECTED BY THE LOT OWNER FOR THE CONSTRUCTION

5 NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON OR UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD

6 NO STRUCTURE OF A TEMPORARY CHARACTER TRAILER BASEMENT TENT SHACK GARAGE BARN OR OTHER OUT-BUILDING SHALL BE PERMITTED TO REMAIN ON ANY LOT OR USED ON ANY LOT AT ANYTIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY THERE SHALL BE NO OUT-BUILDINGS AND/OR BARNES CONSTRUCTED ON ANY LOT

7 NO OIL OR WATER DRILLING OIL DEVELOPMENT OPERATIONS OIL REFINING QUARRIES 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 ANY LOT NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL WATER OR NATURAL GAS SHALL BE ERECTED MAINTAINED OR PERMITTED ON ANY LOT ALL PROPANE TANKS MUST BE CONCEALED

8 NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED BRED OR KEPT ON ANY LOT EXCEPT BEEHIVES CATS OR OTHER HOUSEHOLD ANIMALS

7 NO OIL OR WATER DRILLING OIL DEVELOPMENT OPERATIONS OIL REFINING QUARRIES 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 ANY LOT NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL WATER OR NATURAL GAS SHALL BE ERECTED MAINTAINED OR PERMITTED ON ANY LOT ALL PROPANE TANKS MUST BE CONCEALED

8 NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS CATS OR OTHER HOUSEHOLD CUSTOMARY PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND FURTHER PROVIDED THAT SUCH PETS SHALL NOT BE ALLOWED TO ROAM FREE NOR TO CREATE A NUISANCE

9 NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH TRASH OR GARBAGE NO TRASH OR BUILDING MATERIALS MAY BE BURNED OR BURIED ON ANY LOT WITHIN DEVELOPMENT AND ALL LOTS SHALL BE KEPT CLEAN AT ALL TIMES DURING ANY CONSTRUCTION DUMPSTERS SHALL BE USED AND LOCATED ON EACH LOT DURING ANY CONSTRUCTION WITH ALL TRASH AND EXCESS MATERIALS STORED THEREIN AND REMOVED DAILY

10 FENCING OF ANY KIND SHALL NOT BE INSTALLED WITHOUT THE WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE

11 EACH LOT SHALL BE KEPT IN A NEAT AND PLEASING MANNER WITH THE GRASS MOWED WHEN NECESSARY TO MAINTAIN A GROWTH OF SIX (6) INCHES OR LESS AT ALL TIMES NO OUTSIDE STORAGE OF ANY KIND MAY NOT BE STORED OR PARKED ON ANY LOT OUTSIDE ANY DWELLING OR GARAGE ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO THE LOCATION ON THE PREMISES IT IS THE INTENTION OF THIS RESTRICTION TO ASSURE THAT LOTS AND SURROUNDINGS PRESENT A PARK-LIKE APPEARANCE

12 NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE AND MARION COUNTY AND WILL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS STANDARDS AND RECOMMENDATIONS OF THE INDIANA STATE BOARD OF HEALTH

13 ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965 AND AMENDMENTS THERETO

14 ABOVE THE GROUND SWIMMING POOLS SHALL NOT BE PERMITTED OR CONSTRUCTED ON ANY LOT

15 THE FINISHED YARD ELEVATIONS AT THE HOUSE SITE ON LOTS IN THIS SUBDIVISION SHALL BE NOT LOWER THAN THE ELEVATIONS SHOWN ON THE GENERAL DEVELOPMENT PLAN AND SHALL BE APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION THE LOT OWNER SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING ALL FINISHED GRADE ELEVATIONS IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLANS AND SHALL BEAR THE COST OF ALL GRADING OR IMPROVEMENTS NECESSARY TO BRING THE LOT INTO COMPLIANCE WITH THESE COVENANTS

16 DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS 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 THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND THE

ANY LOT OUTSIDE ANY DWELLING OR GARAGE ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO THE LOCATION ON THE PREMISES IT IS THE INTENTION OF THIS RESTRICTION TO ASSURE THAT LOTS AND SURROUNDINGS PRESENT A PARK-LIKE APPEARANCE

12 NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE AND MARION COUNTY AND WILL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS STANDARDS AND RECOMMENDATIONS OF THE INDIANA STATE BOARD OF HEALTH

13 ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965 AND AMENDMENTS THERETO

14 ABOVE THE GROUND SWIMMING POOLS SHALL NOT BE PERMITTED OR CONSTRUCTED ON ANY LOT

15 THE FINISHED YARD ELEVATIONS AT THE HOUSE SITE ON LOTS IN THIS SUBDIVISION SHALL BE NOT LOWER THAN THE ELEVATIONS SHOWN ON THE GENERAL DEVELOPMENT PLAN AND SHALL BE APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION THE LOT OWNER SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING ALL FINISHED GRADE ELEVATIONS IN ACCORDANCE WITH THE APPROVED DEVELOPMENT PLANS AND SHALL BEAR THE COST OF ALL GRADING OR IMPROVEMENTS NECESSARY TO BRING THE LOT INTO COMPLIANCE WITH THESE COVENANTS

16 DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS 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 THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND THE ARCHITECTURAL CONTROL COMMITTEE PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASS AREAS OR OTHER NON-ERODING SURFACES WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATELY SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS ANY LOT OWNER ALTERING CHANGING OR DAMAGING SWALES OR DITCHES WILL BE RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE AFTER WHICH TIME IF THE LOT OWNER DOES NOT UNDERTAKE PROPER REPAIRS SAID REPAIRS WILL BE UNDERTAKEN BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS OR THE ASSOCIATION AND THE RESPONSIBLE LOT OWNER WILL BE LIABLE FOR THE COST OF THE SAID REPAIRS

17 ALL CONSTRUCTION COMMENCED ON ANY LOT WITHIN THE DEVELOPMENT SHALL BE COMPLETED WITHIN ONE HUNDRED EIGHTY (180) DAYS UNLESS CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE LOT OWNER AND/OR BUILDER

18 THE AREAS DESIGNATED COMMON AREA IN EXISTING AND FUTURE SECTIONS SHALL BE DEVOTED TO THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN RED FOX COMMONS DEVELOPMENT AND ANY ADDITIONS WHICH MAY BE ANNEXED OR ADDED THERETO AT A LATER DATE OWNERSHIP MANAGEMENT AND CONTROL OF THE COMMON AREAS SHALL BE EXCLUSIVELY EXERCISED BY THE RED FOX COMMONS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS AND IN ACCORDANCE WITH THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS REFERENCED IN SECTION 21 BELOW SAID COMMON AREAS MAY ALSO BE USED FOR UTILITIES

# ZONED: D-3 (CLUSTER)

19 THESE COVENANTS CONDITIONS AND RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY FIVE (25) YEARS FROM THE DATE OF RECORDING HEREOF THESE COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AT ANY TIME AFTER TWENTY FIVE (25) YEARS FOLLOWING THE DATE OF RECORDATION AN INSTRUMENT SIGNED BY A MAJORITY OF THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART

20 THE ARCHITECTURAL CONTROL COMMITTEE AND RED FOX COMMONS HOME OWNERS ASSOCIATION SHALL BE COMPRISED AND SHALL PERFORM ITS DUTIES AS PROVIDED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RED FOX WOODS AND RED FOX COMMONS RECORDED ON THE 27TH DAY OF SEPTEMBER 2006 AS INSTRUMENT NUMBER 2006-0148681

21 VIOLATION OR THREATENED VIOLATION OF ANY OF THE COVENANTS CONDITIONS OR RESTRICTIONS ENUMERATED IN THIS PLAT OR IN ANY OTHER DECLARATION NOW OR HEREAFTER RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA MAY BE ENFORCED BY THE DEVELOPER ANY LOT OWNER THE RED FOX COMMONS HOMEOWNERS ASSOCIATION AND ALL PERSONS AND ENTITIES CLAIMING UNDER THEM AND SHALL BE GROUNDS FOR AN ACTION BY SAID PERSONS AGAINST THE PERSON OR ENTITY VIOLATING OR THREATENING TO VIOLATE ANY SUCH COVENANTS CONDITIONS OR RESTRICTIONS RELIEF AVAILABLE IN ANY SUCH ACTION SHALL INCLUDE RECOVERY OF DAMAGES OR OTHER SUMS DUE FOR SUCH VIOLATION OR THREATENED VIOLATION DECLARATORY RELIEF INJUNCTIVE RELIEF AND THE RECOVERY OF COSTS AND ATTORNEYS FEES INCURRED BY ANY PARTY SUCCESSFULLY ENFORCING SUCH COVENANTS AND RESTRICTIONS PROVIDED HOWEVER THAT NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL BE LIABLE FOR DAMAGES OF ANY KIND TO ANY PERSON FOR FAILING TO ENFORCE OR CARRY OUT ANY SUCH COVENANTS CONDITIONS OR RESTRICTIONS

22 REFER TO PETITION NUMBER 2005-PLT-018 FOR ADDITIONAL COMMITMENTS

THE FOLLOWING ARE COVENANTS REQUIRED BY THE CITY OF INDIANAPOLIS AND ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM

A THIS SUBDIVISION HAS BEEN DESIGNED TO INCLUDE A STORMWATER QUALITY BEST MANAGEMENT PRACTICE (BMP(S)) THAT MUST BE MAINTAINED BY THE BMP (S) OWNER SAID BMP (S) IS CURRENTLY MAINTAINED BY THE DEVELOPER HOWEVER UPON THE ACTIVATION OF THE HOMEOWNERS ASSOCIATION THE OPERATIONS AND MAINTENANCE MANUAL FOR SUCH BMP (S) SHALL BECOME THE RESPONSIBILITY OF SAID ASSOCIATION SUBJECT TO ALL FEES AND OTHER CITY REQUIREMENTS

## B ENFORCEMENT COVENANT

METROPOLITAN DEVELOPMENT COMMISSION THE METROPOLITAN DEVELOPMENT COMMISSION ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT POWER OR AUTHORITY TO ENFORCE ANY COVENANTS RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THIS ARTICLE OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT



SUBJECT TO ALL FEES AND OTHER CITY REQUIREMENTS

**B ENFORCEMENT COVENANT**

METROPOLITAN DEVELOPMENT COMMISSION THE METROPOLITAN DEVELOPMENT COMMISSION ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT POWER OR AUTHORITY TO ENFORCE ANY COVENANTS RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THIS ARTICLE OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE

**C STORM DRAINAGE COVENANT (DRAINAGE AND FLOOD CONTROL)**

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE DIVISION OF COMPLIANCE OF THE DEPARTMENT OF METROPOLITAN DEVELOPMENT OF THE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THIS PLAT ISSUED BY SUCH DEPARTMENT

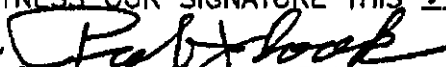
**D SANITARY SEWER COVENANT**

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE SANITARY SEWER CONSTRUCTION APPROVED BY THE DIVISION OF COMPLIANCE OF THE DEPARTMENT OF METROPOLITAN DEVELOPMENT AND THE REQUIREMENTS OF ALL SANITARY SEWER CONSTRUCTION PERMITS FOR THIS PLAN ISSUED BY SUCH DIVISION OWNER FURTHER COVENANTS THAT NO BUILDING STRUCTURE TREE OR OTHER OBSTRUCTION SHALL BE ERRECTED MAINTAINED OR ALLOWED TO CONTINUE ON THE PORTION OF THE OWNER'S REAL ESTATE IN WHICH THE EASEMENT AND RIGHT-OF-WAY ARE GRANTED WITHOUT EXPRESS WRITTEN PERMISSION WHEN DULY RECORDED SHALL RUN WITH THE REAL ESTATE THE DIVISION OF COMPLIANCE AND THE DEPARTMENT OF PUBLIC WORKS AND THEIR AGENTS SHALL HAVE THE RIGHT TO INGRESS AND EGRESS FOR TEMPORARY PERIODS ONLY OVER THE OWNER'S REAL ESTATE ADJOINING SUCH EASEMENT AND RIGHT-OF-WAY WHEN NECESSARY TO CONSTRUCT REPAIR OF MAINTAIN SANITARY SEWER FACILITIES

**E SITE DISTANCE COVENANT**

SITE OBSTRUCTION NO FENCE WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES

WITNESS OUR SIGNATURE THIS 1<sup>st</sup> DAY OF November 2006

BY   
ROBERT J COOK MEMBER  
KCS PROPERTIES LLC

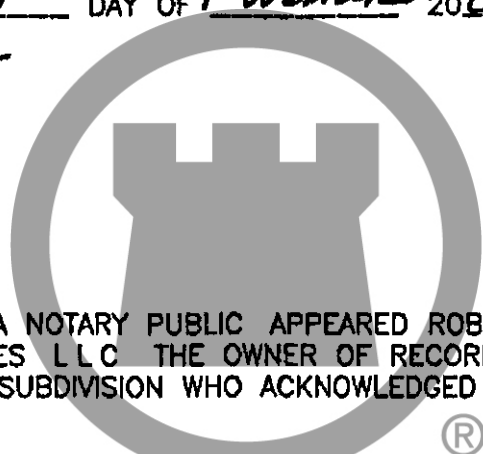
ARE GRANTED WITHOUT EXPRESS WRITTEN PERMISSION WHEN DULY RECORDED SHALL RUN WITH THE REAL ESTATE THE DIVISION OF COMPLIANCE AND THE DEPARTMENT OF PUBLIC WORKS AND THEIR AGENTS SHALL HAVE THE RIGHT TO INGRESS AND EGRESS FOR TEMPORARY PERIODS ONLY OVER THE OWNER'S REAL ESTATE ADJOINING SUCH EASEMENT AND RIGHT-OF-WAY WHEN NECESSARY TO CONSTRUCT REPAIR OF MAINTAIN SANITARY SEWER FACILITIES

E SITE DISTANCE COVENANT

SITE OBSTRUCTION NO FENCE WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES

WITNESS OUR SIGNATURE THIS 1<sup>st</sup> DAY OF NOVEMBER 2006

BY [Signature]  
ROBERT J COOK MEMBER  
KCS PROPERTIES LLC



STATE OF INDIANA )  
COUNTY OF MARION )

BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC APPEARED ROBERT J COOK A MEMBER OF THE KCS PROPERTIES LLC THE OWNER OF RECORD OF THE REAL ESTATE CONTAINED WITHIN THIS SUBDIVISION WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING CONSENT

IN WITNESS WHEREOF I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY NOTARIAL SEAL THIS 1<sup>st</sup> DAY OF NOVEMBER 2006

CHICAGO TITLE

[Signature]

LINDA K FOX NOTARY PUBLIC  
RESIDENT OF MARION COUNTY  
MY COMMISSION EXPIRES 3/25/2009



MARTHA A. WOHACKS  
MARSHY TOWNSHIP AUDITOR

2060327

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR RED FOX WOODS AND RED FOX COMMONS SUBDIVISIONS**

8830 APR 25 06

SUBJECT TO FINAL ACCEPTANCE  
588 DEPT 5568

THIS DECLARATION made this 30<sup>th</sup> day of March, 2006 by KCS PROPERTIES, LLC, hereinafter referred to as "Declarant",

(11)

WITNESSETH :

WHEREAS, Declarant is the owner of real property described in Article II of this Declaration and desires to create thereon a residential community with common areas and common facilities for the benefit of the community, to be known as Red Fox Woods I and Red Fox Commons; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of the common areas and facilities; and, to this end, the real property described in Article II, together with such additions as may hereafter be made thereto, shall be subject to the restrictions, easements, assessments and liens, hereinafter set forth, each and all of which is and are for the benefit for said property and each owner thereof; and

WHEREAS, there has been incorporated under the laws of the State of Indiana, as a nonprofit corporation, RED FOX WOODS/COMMONS HOMEOWNERS' ASSOCIATION, INC., (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, for the efficient preservation of the values and amenities in said community, Declarant deems it desirable, to delegate and assign the powers of, preserving, maintaining , and administering the common areas and facilities, of administering and enforcing the covenants and restrictions, and of collecting and disbursing the assessments and charges hereinafter created to the Association; and

NOW THEREFORE, "Declarant" declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II, hereof, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I**  
**DEFINITIONS**

The following words when used in this Declarant or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to RED FOX WOODS/COMMONS HOMEOWNERS' ASSOCIATION, INC., an Indiana nonprofit corporation which Declarant has formed, or will cause to be formed;
- (b) "Board of Directors" shall mean the board of directors of the Association;

**FILED**  
APR 10 2006  
FRANKLIN TOWNSHIP  
ASSESSOR

04/25/06 02:23PM WANDA MARTIN HARTON CTY RECORDER JNW 31.00 PAGES: 11  
Inst # 2006-0056759

28831 APR 25 06  
MARTHA A. WOHACKS  
MARSHY TOWNSHIP AUDITOR

- (c) "Common Areas" shall mean and refer to those areas of land shown and so designated on any recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties";
- (d) "Contract Purchaser" shall mean those persons or entities acquiring an equitable interest in any Lot or Dwelling Unit situated upon "The Properties" through purchase on land contract and whose interest therein shall be constituted of the equity accrued in such contract.
- (e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family;
- (f) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of "The Properties" with the exception of the Common Areas;
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon "The Properties", but notwithstanding any applicable theory of a mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure;
- (h) "Original Property" is the real estate described in "Exhibit A", attached hereto, and by this reference incorporated herein; and
- (i) "Properties" shall mean and refer to all properties, and additions thereto, which are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Property Subject to Declaration. The real property which is, and shall be, held transferred, sold, conveyed and occupied subject to this Declaration is:

- (a) The residential development known and designated as "RED FOX WOODS AND RED FOX COMMONS", which is located in Franklin Township, Marion County, Indiana, and contained within the legal description marked "Exhibit A"; and
- (b) Any real estate which may subsequently be annexed or added thereto pursuant to Section 2 below.

Section 2. Annexation and Additions of Other Real Estate. Additional lands may become subject to this Declaration in the following manner:

- (a) Upon approval in writing of the Association, as provided in its bylaws, the Owner of any property who is desirous of adding it to the jurisdiction of the Association,

may file a supplementary declaration of Covenants and Restrictions which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the Original Property.

- (b) Upon a merger or consolidation of the Association with another corporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the Covenants and Restrictions with the Original Property, except as hereinafter provided.
- (c) The Association may upon its own motion as provided in its bylaws, elect to annex and service additional common areas and facilities existing in conjunction with established or planned additions, and such areas and facilities shall become a part of the Common Areas, subject to the provisions of this and all subsequent Declarations.

**ARTICLE III**  
**ASSOCIATION**

**Section 1. Membership.** Membership in the Association shall be constituted of all Owner and Contract Purchasers.

**Section 2. Membership Classification and Voting Rights.** The Association shall have three (3) classes of memberships with voting rights as follows:

**CLASS A:**

Class A membership shall consist of all Owners except Declarant. After the Applicable Date (as defined below) Class A members shall be entitled to one vote for each lot in which they hold the fee simple interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**CLASS B:**

Declarant shall be the Class B member. Prior to the Applicable Date, the Class B member shall exercise all voting rights with respect to any matter submitted to a vote of

the members of the Association and shall have one (1) vote for each Lot of which Declarant is the Owner.

**CLASS C:**

Class C Members shall be Contract Purchasers of Lots. Class C members shall not be entitled to voting rights but shall be permitted to participate in all affairs of the Association and possess all of the other rights and privileges of the Class A membership.

As used herein, "Applicable Date" shall mean the earlier of (1) the date on which the Declarant delivers its written resignation as a Class B member to the secretary of the Association, or (2) the date on which Declarant no longer owns any Lot within or upon the Properties.

**Section 3. Board of Directors.** The Board of Directors of the Association shall manage the affairs of the Association.

**Section 4. Duties of Association.** The responsibilities of the Association shall include, but not be limited to:

- (a) Installation and replacement of such fences, landscaping, signs and other improvements upon the Common Areas as the Association deems necessary or appropriate, and maintenance of the Common Areas in a clean and attractive condition and in good repair;
- (b) Management and control of detention and retention ponds or lakes and maintenance of the same in a clean, attractive and sanitary condition, including, but not limited to algae control, maintenance of minimum levels, and erosion control;
- (c) Procuring and maintaining for the benefit of the Association, its Board of Directors and Owners such insurance coverages as shall be deemed prudent; and
- (d) Contracting for such services as management, snow removal, security, trash removal or other services deemed necessary by the Association.

**ARTICLE IV**  
**MAINTENANCE ASSESSMENTS**

**Section 1. Creation of Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of the deed for his or a Lot, and each Contract Purchaser of any Lot by the execution of a contract for the purchase thereof, whether or not it shall be so expressed in any such deed, conveyance or contract, acknowledges the obligation herein set forth to pay the Association: (1) Annual Assessments; (2) Special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorney fees) thereof, as hereinafter provided, shall be a charge against the Lot(s) of each Owner

or Contract Purchaser who is responsible for paying the same and shall constitute a continuing lien upon such Lot(s). Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner or Contract Purchaser of such Lot(s) at the time when the assessment fell due. The Association shall have the right to file suit against any Owners or Contract Purchaser to collect any overdue assessments, and/or to file an action to foreclose the lien.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and, in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Areas and of the homes situated upon the Properties including, but not limited to, snow removal from streets, the payment of taxes and insurance for the Common Areas, landscaping, grass cutting, and yard maintenance of the Common Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision for the Common Areas. The assessment shall also be for the purpose of providing such services including, but not limited to, trash and garbage pickup, which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of the Properties and/or the individual Dwelling Unit as the Association may, by appropriate action, from time to time authorize.

**Section 3. Annual Assessments.** Until December 31, 2006, the annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot for maintenance of the Common Areas payable quarterly on the first day of January, April, July, and October of each calendar year. Each Class A member shall be liable for the assessments payable following the execution and delivery of a deed to such Class A member, and each Class C member shall be liable for the assessments payable after the execution of a land contract to purchase any Lot (the Class A member and the Class C member with respect to any Lot sold on contract shall be jointly and severally liable for the assessments for such Lot). The Class B member shall not be liable for such assessments. A mortgagee on any Lot is expressly authorized to act as agent for the collection of such assessments, but all sums so collected shall be tendered to the Association within thirty (30) days from receipt thereof. From and after December 31, 2006, the maximum annual assessment may be increased effective January 1 of each successive calendar year thereafter without a vote of the membership in conformance with the increase, if any, of the Consumer Price Index (the "CPI") (published by the Department of Labor, Washington, D.C.) for the preceding month of July as compared to said price index twelve months prior thereto. From and after December 31, 2006, the annual assessment may, by a vote of the members, be increased above that established by the CPI formula for the next succeeding two (2) years, and at the end of such period of two (2) years for each such succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to such members not less than thirty (30) days, and no more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the assessments undertaken as an incident to a merger or consolidation in which the Association participates.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership entitled to vote and voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized under Sections 3 or 4 hereof shall be as follows: At the first duly called meeting of any meeting of the membership, as provided in Sections 3 or 4 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership entitled to vote thereon shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Special Assessment For Maintenance of Lots and Improvements. It shall be the duty of the Owner and/or Contract Purchaser of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner and/or Contract Purchaser of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association, through its agents, employees and contractors, shall have the right to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such repair and maintenance shall constitute a special assessment against the Lot and the Owner and/or Contract Purchaser thereof, to be enforced and collected in the manner provided in this Declaration for the collection and enforcement of assessments in general. Payment of such assessment shall be due upon receipt of an invoice therefore by the Owner and/or Contract Purchaser.

Section 8. Assessments - Miscellaneous. At such time as any annual assessment is changed as herein provided, the Board of Directors of the Association shall fix the date of commencement of the revised assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent out to every Owner and Contract Purchaser subject thereto.



The Association shall, upon demand, at any time, furnish to any Owner or Contract Purchaser liable for any assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner, the Lien; Remedies of Association.** If any assessment is not paid on the date when due, then such delinquent assessment, together with such interest thereof and costs of collection thereof as hereinafter provided, shall, effective as of the due date, become a continuing lien on the Lot of the Owner and/or Contract Purchaser who is liable for said assessment and shall be binding upon successors in title to said Lot. However, the personal obligation of an Owner or Contract Purchaser to pay such assessments shall remain his personal obligation for the statutory period and shall not become the personal obligation of successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may file suit against the Owner or Contract Purchaser personally obligated to pay the same and/or may foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter filed of record against a Lot prior to the date that the lien for the assessment against said Lot arose.

## **ARTICLE V** **ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Creation.** There shall be, and hereby is, created and established an Architectural Control Committee (the "Committee") to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by the Declarant and who shall be subject to removal by the Declarant at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

**Section 2. General Purposes and Powers.** The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**Section 3. Approval of Improvements.** No residence, building, structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by a complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior material proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

**Section 4. Power of Disapproval.** The Committee may refuse to grant permission to repaint, construct, place, or make the requested improvement, when:

- (a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration, any subdivision plan of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, or any zoning commitments;
- (b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- (c) The proposed repainting or improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of any other Owner.

**Section 5. Rules and Regulations.** The Committee may, from time to time, amend and modify, and make such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirement to those set forth in this Declaration or any subdivision plat(s) of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

**Section 6. Duties of Committee.** The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) 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 for such disapproval.

Section 7. Liability of Committee. Neither the Committee, Declaration, the Association nor any agent of the foregoing 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.

Section 8. Inspection. The Committee may inspect work being performed to insure compliance with this Declaration and the materials submitted to it pursuant to this Article V.

Section 9. Non-application to Declaration. Notwithstanding the provisions of this Article V or any other provisions of this Declaration requiring the approval of the Committee, the Declaration shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation or painting by the Declaration of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Binding Effect. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner and Contract Purchaser of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically extend for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change or rescind said Covenants and Restrictions, in whole or in part.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to recover damages, to restrain violation, or to recover assessments created by these covenants; and failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Amendment. This Declaration of Covenants and Restrictions may be amended by Declarant at any time before the first Lot in Red Fox Woods I or Red Fox Commons is conveyed to a Class A member.

IN WITNESS WHEREOF, Declarant, has caused this document to be executed the day, month, and year first mentioned.

KCS PROPERTIES, LLC,

By: *Rudolph J. Schwarz*  
RUDOLPH J. SCHWARZ,  
authorized agent

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Rudolph J. Schwarz, authorized agent of KCS Properties, LLC, and acknowledged to me that he is authorized to execute the within instrument on behalf of said limited liability company, and having been duly sworn upon his oath, acknowledged the execution of the foregoing Declarant of Covenants and Restrictions.

WITNESS my hand and Notarial seal this 30<sup>th</sup> day of March, 2006.

*Jean Julian*

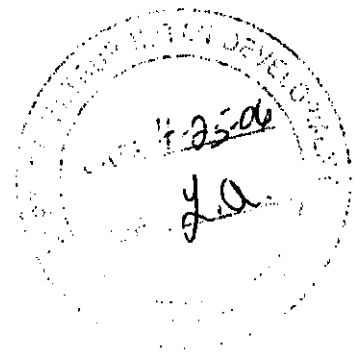
JEAN JULIAN  
Printed, Notary Public

CHICAGO TITLE

My Commission Expires: 02/19/09

County of Residence: Marion

This instrument prepared by Michael J. Kias, #5173-49, Attorney at law



**"EXHIBIT A"**

**LEGAL DESCRIPTION**

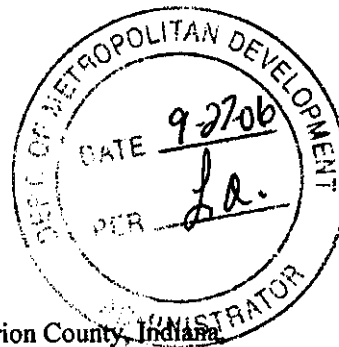
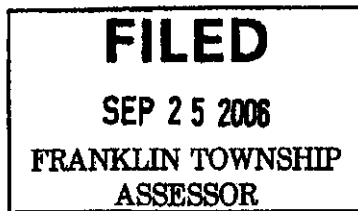
Part of the land described in Parcel No. 2 of a Survivorship Affidavit to Mabel W. Dilliner per Instrument No. 82-14627 as recorded in the Office of the Recorder of Marion County, Indiana, and being a part of the Southeast Quarter of Section 15, Township 14 North, Range 4 East, except 100 acres by parallel lines off of the whole of the south side of said quarter section, in Marion County, Indiana, containing 60 acres more or less, more particularly described as follows:

Commencing at the Southeast corner of said Section 15, thence along the East line of said Section 15, North 00 degrees 17 minutes 25 seconds East (Grid Bearing based upon Indiana East Zone State Plane Coordinates) 1674.30 feet to the Northeast corner of the land described in Administrator's Deed to George E. Hommel per Instrument No. 70-7349 as recorded in said Recorder's Office and the point of beginning of the land described herein; thence continuing along said East line, North 00 degrees 17 minutes 25 seconds East 1006.02 feet to the Northeast corner of said Southeast Quarter; thence along the North line of said Quarter Section, South 88 degrees 30 minutes 31 seconds West 2659.44 feet to the Northwest corner of said Quarter Section; thence along the West line of said Quarter Section, South 00 degrees 35 minutes 04 seconds West 1010.87 feet to the Northwest corner of land described in said Instrument No. 70-7349; thence along the North line of said land, North 88 degrees 24 minutes 30 seconds East 2664.78 feet to the Point of Beginning, containing 61.593 acres, more or less.

MARTHA A. WCMACKS  
MARION COUNTY AUDITOR

552228 SEP 27 06

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



21  
M

Cross-References:

The Record Plat of Red Fox Woods, recorded with the Recorder of Marion County, Indiana on SEP. 27, 2006, as Instrument Number 2006-0148682  
and

The Record Plat of Red Fox Commons to be recorded at a later date.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED FOX WOODS AND RED FOX COMMONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED FOX WOODS AND RED FOX COMMONS ("DECLARATION"), MADE THIS 21<sup>st</sup> DAY OF SEPTEMBER, 2006, BY KCS PROPERTIES, LLC

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 LOT, WHICH SHALL BE KNOWN AS "RED FOX WOODS AND RED FOX COMMONS"; AND

WHEREAS, TWO PLATS FOR THE REAL ESTATE TO BE DEVELOPED BY DECLARANT AS RED FOX WOODS AND RED FOX COMMONS TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

WHEREAS, DECLARANT INTENDS TO SELL AND CONVEY THE LOTS WITHIN RED FOX WOODS AND RED FOX COMMONS 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 LAKES, LANDSCAPE EASEMENTS 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 RED FOX WOODS AND RED FOX COMMONS.

NOW THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE REAL ESTATE AS IT IS NOW HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR

09/27/06 03:13PM WANDA MARTIN MARION CTY RECORDER HLN 52.00 PAGES: 21

Inst # 2006-0148681

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 RED FOX WOODS AND RED FOX COMMONS AND TO ENSURE DESIRED HIGH STANDARDS OF MAINTENANCE OF THE REAL ESTATE, TO THE BENEFIT OF ALL OWNERS WITHIN RED FOX WOODS AND RED FOX COMMONS.

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 RED FOX WOODS AND RED FOX COMMONS 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 RED FOX WOODS AND RED FOX COMMONS 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 AREAS. "COMMON AREAS" MEANS CERTAIN AREAS NOT AMENABLE TO DEVELOPMENT WHICH MAY BE DESIGNATED AS LANDSCAPE EASEMENTS OR COMMON AREA ON THE PLAT AND WHICH IS INTENDED FOR THE COMMON BENEFIT OF ALL LOTS.

SECTION 5. COMMON EXPENSE. "COMMON EXPENSE" MEANS THE ACTUAL OR ESTIMATED COST TO THE ASSOCIATION FOR MAINTENANCE, MANAGEMENT, OPERATION, REPAIR, IMPROVEMENT, AND REPLACEMENT OF COMMON AREAS, LANDSCAPE EASEMENTS, DRAINAGE SYSTEM, AND OTHER COST OR EXPENSE INCURRED BY THE ASSOCIATION FOR THE BENEFIT OF THE SAME.

SECTION 6. DECLARANT. "DECLARANT" MEANS KCS PROPERTIES, LLC, OR ANY OTHER PERSON, FIRM, CORPORATION OR PARTNERSHIP, WHICH SUCCEEDS, TO THE INTEREST OF KCS PROPERTIES, LLC, AS DEVELOPER AND/OR OWNER OF RED FOX WOODS AND RED FOX COMMONS.

SECTION 7. 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 COMMON AREAS, EASEMENTS, OR STREETS AND DESIGNED FOR THE PURPOSE OF EXPEDITING THE DRAINAGE OF SURFACE AND SUBSURFACE WATERS FROM, OVER, AND ACROSS RED FOX WOODS AND RED FOX COMMONS.

SECTION 8. EASEMENTS. "EASEMENTS" REFER TO THOSE AREAS RESERVED AS EASEMENTS, ON THE PLAT OF RED FOX WOODS AND RED FOX COMMONS.

SECTION 9. RED FOX WOODS AND RED FOX COMMONS. "RED FOX WOODS AND RED FOX COMMONS" MEANS THE REAL ESTATE AS IT IS PLATTED AND RECORDED BY DECLARANT IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION.

SECTION 10. LANDSCAPE EASEMENTS. "LANDSCAPE EASEMENTS" REFER TO THOSE AREAS RESERVED AS LANDSCAPE EASEMENTS ON THE PLAT OF RED FOX WOODS AND RED FOX COMMONS.

SECTION 11. LOT. "LOT" MEANS ANY OF THE SEPARATE PARCELS NUMBERED AND IDENTIFIED ON THE PLAT OF RED FOX WOODS AND RED FOX COMMONS.

SECTION 12. MORTGAGEE. "MORTGAGEE" MEANS ANY HOLDER, INSURER, OR GUARANTOR OF ANY FIRST MORTGAGE ON ANY LOT.

SECTION 13. 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 PART OF ANY LOT, SO LONG AS SUCH HOLD DOES NOT HOLD BOTH LEGAL AND EQUITABLE TITLE THERETO.

SECTION 14. PLAT. "PLAT" MEANS THE FINAL PLAT RECORDED FOR RED FOX WOODS AND RED FOX COMMONS.

SECTION 15. SEWAGE SYSTEM. "SEWAGE SYSTEM" MEANS ANY SANITARY SEWER LINES, LIFT STATIONS, EQUIPMENT, OR FACILITIES LOCATED IN, UPON, OR UNDER THE



COMMON AREAS, EASEMENTS, OR STREETS AND DESIGNED TO PROVIDE FOR THE DISCHARGE OF SANITARY SEWAGE FROM ANY OR ALL LOTS, AS THE SAME ARE OR MAY BE CONSTRUCTED AT ANY TIME, AND ANY REPLACEMENT THEREOF OR SUBSTITUTE THEREFORE.

SECTION 16. STREETS. "STREETS" MEANS ALL OF THE PUBLIC AND PRIVATE ROADWAYS TO THE RESPECTIVE RIGHT-OF-WAY LINES THEREOF, AS SHOWN ON THE PLAT OF RED FOX WOODS AND RED FOX COMMONS, WHICH HAVE BEEN OR HEREAFTER ARE CONSTRUCTED FOR THE PURPOSE OF PROVIDING COMMONS 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 RED FOX WOODS AND RED FOX COMMONS, 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 RED FOX WOODS AND RED FOX COMMONS.

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 THEREFORE 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 APPRAISEMENT 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 SEVEN AND ONE-HALF FEET (7.5') AND MINIMUM AGGREGATE OF THE SIDE YARDS ON ANY LOT SHALL BE FIFTEEN FEET (15'). THE MINIMUM REAR YARD SETBACK SHALL BE TWENTY (20') FROM THE REAR LOT LINE.

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 RED FOX WOODS AND RED FOX COMMONS. 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. TRUCKS, BOATS, RECREATIONAL VEHICLES. NO SEMI-TRUCK, TRAILER, BOAT OR TRAILER, MOBILE HOME, OR RECREATIONAL VEHICLE, OR ANY SIMILAR EQUIPMENT SHALL BE PERMITTED TO BE KEPT ON ANY LOT UNLESS KEPT ENTIRELY WITHIN A GARAGE.

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 FOR MORE THAN SIX (6) CHILDREN 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.

SECTION 15. RUBBISH, TRASH, AND GARBAGE. RUBBISH, TRASH, GARBAGE 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 9 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 RED FOX WOODS AND RED FOX COMMONS, EXCLUSIVE OF PORCHES, GARAGES OR BASEMENTS SHALL BE NO LESS THAN:

- (a) 1,400 SQUARE FEET FOR A SINGLE STORY DWELLING IN RED FOX COMMONS  
1,800 SQUARE FEET FOR A SINGE STORY DWELLING IN RED FOX WOODS
- (b) 2,200 SQUARE FEET FOR A TWO STORY DWELLING IN RED FOX WOODS  
(b.1) MINIMUM OF 1,400 SQUARE FEET OF LIVING AREA ON GROUND FLOOR FOR A TWO STORY DWELLING IN RED FOX WOODS

SECTION 19. OUTBUILDINGS. NO OUTBUILDINGS OF ANY KIND, DETACHED GARAGES, SHEDS, BARNS, STORAGE BUILDINGS, SHACKS OR TENTS SHALL BE MAINTAINED ON ANY LOT.

SECTION 20. DRIVEWAYS AND CARPORTS. ALL DRIVEWAYS MUST BE PAVED WITH CONCRETE. NO CARPORTS ARE PERMITTED.

SECTION 21. COMMUNICATION DEVICES. ONLY EXTERNAL T.V. ANTENNA OR SATELLITE DISH SHALL BE PLACED BEHIND THE RESIDENCE.

SECTION 22. MAILBOXES. ALL MAILBOXES IN RED FOX WOODS AND RED FOX COMMONS 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. YARD LIGHTS. ALL LOTS SHALL UPON THEIR INITIAL DEVELOPMENT AND THEREAFTER HAVE YARD LIGHTS OF UNIFORM APPEARANCE, IF INSTALLED. THE STYLE, TYPE AND LOCATION SHALL BE DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE (ACC). OWNERS SHALL BE RESPONSIBLE TO MAINTAIN THE YARD LIGHTS IN THE FORM IN WHICH THEY WERE ORIGINALLY INSTALLED, KEPT FUNCTIONAL AT ALL TIMES AND IN A STATE OF GOOD REPAIR.

SECTION 24. WELLS AND SEPTIC TANKS. NO WATER WELLS SHALL BE DRILLED ON ANY LOT. SEPTIC TANKS SHALL BE PROHIBITED.

SECTION 25. SWIMMING POOLS. ABOVE-GROUND SWIMMING POOLS ARE PROHIBITED.

SECTION 26. 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 27. 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 STRUCTURES SHALL EXCEED EIGHT FEET (8') IN HEIGHT. NO SUCH STRUCTURE SHALL BE PLACED CLOSER TO THE FRONT LOT LINE THAN THE FRONT BUILDING SETBACK LINE. ANY FARM FENCE EXISTING ALONG THE PERIMETER OF RED FOX WOODS AND RED FOX COMMONS SHALL BE MAINTAINED AT ALL TIMES BY THE LOT OWNER UNLESS LOCATED IN COMMON AREAS.

SECTION 28. 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.

ARTICLE IV.

DRAINAGE PONDS COVENANTS AND RESTRICTIONS

SECTION 1. THE AREA TO BE KNOWN AS THE "DRAINAGE PONDS" AND WHICH IS SHOWN AS A DRAINAGE PONDS, STORM DETENTION OR VARIABLE DRAINAGE EASEMENTS ON THE PLAT (HEREINAFTER "DRAINAGE PONDS") SHALL BE MAINTAINED AND CONTROLLED BY THE HOMEOWNERS ASSOCIATION.

SECTION 2. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR FORMULATING RULES AND REGULATIONS PERTAINING TO THE DRAINAGE PONDS AS WELL AS CREATING AN ANNUAL BUDGET TO ASSURE ADEQUATE MAINTENANCE, UPKEEP AND REPAIR OF THE DRAINAGE POND PROPERTY, SAID BUDGET SHALL BE INCLUDED AS PART OF THE ANNUAL ASSESSMENT.

SECTION 3. THE DRAINAGE PONDS MAY BE USED ONLY IN THE MANNER AUTHORIZED BY THE RED FOX WOODS AND RED FOX COMMONS HOMEOWNERS ASSOCIATION DECLARATION.

SECTION 4. NO PRIVATELY OWNED PERSONAL PROPERTY OF ANY KIND SHALL BE ALLOWED TO REMAIN WITHIN THE DRAINAGE PONDS AREAS EXCEPT WHEN THE OWNER OF SUCH PROPERTY IS PRESENT.

SECTION 5. NO DOCKS OR PIERS WILL BE ALLOWED.

SECTION 6. NO OWNER OR THIRD PARTY SHALL DO OR PERMIT ANOTHER TO DO ANY ACT WHICH COULD RESULT IN POLLUTION OF THE DRAINAGE PONDS, DIVERSION OF ANY WATER, RAISE THE ELEVATION OF THE WATER, SIGNIFICANTLY DISTURB THE EARTH OR THE EMBANKMENT OF THE LAKE AREAS, OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON THE WATER QUALITY, EMBANKMENT AND ADJACENT PROPERTY, DRAINAGE, OR ANY OTHER GENERAL CONDITION OF THE DRAINAGE PONDS.

SECTION 7. THE ASSOCIATION, ON BEHALF OF THE OWNERS, OR AUTHORIZED AGENTS OF MARION COUNTY, SHALL HAVE THE AUTHORITY TO INSTITUTE AN ACTION FOR INJUNCTION TO ABATE SUCH ACTIVITY OR SEEK MANDATORY RELIEF FOR CORRECTION OF ANY DAMAGE CAUSED TO THE DRAINAGE PONDS OR INTERFERENCE WITH THE DRAINAGE SYSTEM, TOGETHER WITH ANY DAMAGES INCURRED, AND UPON

RECOVERY OF JUDGMENT SHALL BE ENTITLED TO COST, TOGETHER WITH REASONABLE ATTORNEYS' FEES.

#### ARTICLE V

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

SECTION 1. IN THE EVENT THE OWNER OF ANY LOT IN RED FOX WOODS AND RED FOX COMMONS 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 VI.

##### RED FOX WOODS AND RED FOX COMMONS 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 RUDOLPH J. SCHWARZ, ROBERT J. COOK, AND MIKE KIAS (HEREINAFTER "SCHWARZ, COOK, AND KIAS"). THE TERM SCHWARZ, COOK, AND KIAS SHALL SERVE AS THE ACC SHALL BE THAT PERIOD OF TIME CONSISTING OF THE SALE AND CONSTRUCTION OF RESIDENTIAL STRUCTURES ON ALL LOTS WITHIN RED FOX WOODS AND RED FOX COMMONS. 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 RED FOX WOODS AND RED FOX COMMONS UNTIL THE PLANS AND SPECIFICATIONS, LOCATIONS AND PLOT PLAN THEREOF, IN DETAIL AND TO SCALE HAVE BEEN SUBMITTED TO AN 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.

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 THEREFORE.

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.

**ARTICLE VII.**  
**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 RED FOX WOODS AND RED FOX COMMONS 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 COMMON AREAS AND 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 COMMON AREAS AND LANDSCAPE EASEMENTS; PROVIDED THAT THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT, REPAIR OR MAINTENANCE OF ANY COMMON AREA WHICH IS OR HEREAFTER MAY BE DEDICATED TO THE PUBLIC. EACH OWNER HEREBY COVENANTS AND AGREES TO PAY THE ASSOCIATION;

- (a) \$300.00 PER LOT IN RED FOX WOODS AND \$225.00 PER LOT IN RED FOX COMMONS.
  - (a.1) TO BE PAID ANNUALLY OR IN QUARTERLY INSTALLMENTS.
- (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.

THE PLANS AND SPECIFICATION SUBMITTED TO DECLARANT SHALL CONTAIN A PLOT PLAN PREPARED BY PROJECTS PLUS, THE ENGINEERING FIRM THAT PREPARED THE CONSTRUCTION DOCUMENTS FOR RED FOX WOODS AND RED FOX COMMONS, 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 COMPLETED 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. 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 RED FOX WOODS AND RED FOX COMMONS ("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 THE 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 CONVEYANCE OF THE FIRST LOT TO THE PURCHASER. DECLARANT SHALL BE RESPONSIBLE FOR ALL COMMON EXPENSES PRIOR TO THIS CONVEYANCE. 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. 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 THEN 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, 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 VIII.**  
**ORGANIZATION AND DUTIES OF ASSOCIATIONS**

**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 RED FOX WOODS AND RED FOX COMMONS 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 RED FOX WOODS AND RED FOX COMMONS 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 MEMBERSHIP SHALL CONSIST OF ALL OWNERS WITH THE EXCEPTION OF THE DECLARANT. AFTER THE APPLICABLE DATE (AS DEFINED BELOW) CLASS A MEMBERS 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 MEMBER SHALL BE THE DECLARANT. PRIOR TO THE APPLICABLE DATE, THE CLASS B MEMBER SHALL EXERCISE ALL VOTING RIGHTS WITH RESPECT TO ANY MATTER SUBMITTED TO A VOTE OF THE MEMBERS OF THE ASSOCIATION AND SHALL HAVE ONE (1) VOTE FOR EACH LOT OF WHICH DECLARANT IS THE OWNERS.

AS USED HEREIN "APPLICABLE DATE" SHALL MEAN THE EARLIER OF (1) THE DATE ON WHICH THE DECLARANT DELIVERS ITS WRITTEN RESIGNATION AS A CLASS B MEMBER TO THE SECRETARY OF THE ASSOCIATION, OR (2) THE DATE ON WHICH DECLARANT NO LONGER OWNS ANY LOT WITHIN OR THE PROPERTIES (RED FOX WOODS AND RED FOX COMMONS).

**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 THREE MEMBERS, THOSE PERSONS BEING ROBERT J. COOK, RUDOLPH J.

SCHWARZ, AND MICHAEL KIAS (HEREINAFTER REFERRED TO AS INITIAL BOARD). THE INITIAL BOARD SHALL SERVE AS SAID BOARD MEMBERS UNTIL APPLICABLE DATE (AS DEFINED ABOVE) 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 OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS; PROVIDED, HOWEVER, THAT ANY SUCH AMENDMENT OF THIS DECLARATION SHALL REQUIRE PRIOR WRITTEN APPROVAL OF THE DECLARANT SO LONG AS DECLARANT OWNS AT LEAST TEN LOTS WITHIN RED FOX WOODS AND RED FOX COMMONS. 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.

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 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 RED FOX WOODS AND RED FOX COMMONS, 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.

SECTION 9. CONDEMNATION; DESTRUCTION. IN THE EVENT THAT ANY OF THE COMMON AREAS SHALL BE CONDEMNED OR TAKEN BY ANY COMPETENT PUBLIC AUTHORITY, OR IN THE EVENT THE SAME SHALL BE DAMAGED OR DESTROYED BY ANY CAUSE WHATSOEVER, THE ASSOCIATION SHALL REPRESENT THE INTERESTS OF THE OWNERS IN ANY PROCEEDINGS, NEGOTIATIONS, INSURANCE ADJUSTMENTS, SETTLEMENTS, OR AGREEMENTS IN CONNECTION WITH SUCH CONDEMNATION, DAMAGE OR DESTRUCTION. ANY SUMS RECOVERED BY THE ASSOCIATION SHALL BE

APPLIED, FIRST, TO THE RESTORATION AND REPAIR OF ANY COMMON AREA CONDEMNED, DAMAGED, OR DESTROYED, TO THE EXTENT SUCH RESTORATION OR REPAIR IS PRACTICABLE, AND THE BALANCE OF SUCH SUMS SHALL EITHER BE HELD AS A RESERVE FOR FUTURE MAINTENANCE OF THE COMMON AREA OR TURNED OVER TO THE OWNERS IN PROPORTION TO THEIR PRO-RATE SHARES, WHICHEVER MAY BE DETERMINED BY A MAJORITY VOTE OF THE MEMBERS OF THE ASSOCIATION. EACH OWNER SHALL BE RESPONSIBLE FOR PURSUING HIS OWN ACTION FOR DAMAGES TO HIS LOT, EITHER BY REASON OF DIRECT DAMAGE THERETO OR BY REASON OF AN IMPAIRMENT OF VALUE DUE TO DAMAGE TO THE COMMON AREAS. THE ASSOCIATION SHALL NOTIFY ALL MORTGAGEES OF WHICH IT HAS NOTICE OF ANY CONDEMNATION, DAMAGE, OR DESTRUCTION OF ANY COMMON AREA.

SECTION 10. MORTGAGEES' RIGHTS. THE MORTGAGEE SHALL HAVE THE RIGHT, AT THEIR OPTION, JOINTLY AND SEVERALLY, TO PAY TAXES OR OTHER CHARGES WHICH ARE IN DEFAULT OR WHICH MAY OR HAVE BECOME A CHARGE AGAINST THE COMMON AREA TO PAY OVERDUE PREMIUMS ON HAZARD INSURANCE POLICIES, OR SECURE NEW HAZARD INSURANCE COVERAGE ON THE LAPSE OF A POLICY FOR THE COMMON AREA, AND MORTGAGEES MAKING SUCH PAYMENT SHALL BE OWED IMMEDIATE REIMBURSEMENT THEREFORE FROM THE ASSOCIATION.

SECTION 11. PROFESSIONAL MANAGEMENT. DECLARANT SHALL HAVE THE EXCLUSIVE RIGHT TO MANAGE OR DESIGNATE A MANAGING AGENT FOR THE PROPERTY AND TO PERFORM ALL OR ANY OF THE FUNCTIONS OF THE HOMEOWNERS ASSOCIATION UNTIL APPLICABLE DATE. DECLARANT MAY, AT ITS OPTION, ENGAGE THE SERVICES OF A MANAGING AGENT, INCLUDING A MANAGING AGENT AFFILIATED WITH THE DECLARANT, TO PERFORM SUCH FUNCTIONS, AND IN EITHER CASE, DECLARANT OR SUCH MANAGING AGENT SHALL BE ENTITLED TO REASONABLE COMPENSATION FOR ITS SERVICES. NO CONTRACT OR AGREEMENT FOR PROFESSIONAL MANAGEMENT OF THE ASSOCIATION SHALL BE FOR A TERM IN EXCESS OF THREE YEARS. ANY SUCH AGREEMENT OR CONTRACT SHALL PROVIDE FOR TERMINATION BY EITHER PARTY WITH OR WITHOUT CAUSE AND WITHOUT PAYMENT OF ANY TERMINATION FEE UPON WRITTEN NOTICE OF NINETY (90) DAYS OR LESS.

ARTICLE IX.  
**CHICAGO TITLE**  
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 TEN (10) LOTS WITHIN RED FOX WOODS AND RED FOX COMMONS.

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 RED FOX WOODS AND RED FOX COMMONS 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 TEN (10) LOTS WITHIN RED FOX WOODS AND RED FOX COMMONS, 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 BY DELIVERING ITS WRITTEN RESIGNATION AS A CLASS B MEMBER TO THE SECRETARY OF THE ASSOCIATION BY THE APPLICABLE DATE. AS USED HEREIN "APPLICABLE DATE" SHALL MEAN THE EARLIER OF (1) THE DATE ON WHICH THE DECLARANT DELIVERS ITS WRITTEN RESIGNATION AS A CLASS B MEMBER OR (2) THE DATE ON WHICH DECLARANT NO LONGER OWNS ANY LOT WITHIN OR UPON RED FOX WOODS AND RED FOX COMMONS.

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

"DECLARANT"  
KCS PROPERTIES, LLC

BY: Rudolph J. Schwarz  
RUDOLPH J. SCHWARZ, MEMBER

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

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

Cindy M. Benore  
NOTARY PUBLIC, CINDY SMITH BENORE  
RESIDENT OF Marion COUNTY, IN  
COMMISSION EXPIRES: Jan. 7, 2007

CHICAGO TITLE

PREPARED BY: KCS PROPERTIES, LLC  
8060 MADISON AVENUE  
INDIANAPOLIS, IN 46227

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

Name: James M. Myers



**EXHIBIT "A"**

PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, MARION COUNTY, INDIANA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE THEREOF SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST (ASSUMED BEARING) 1006.06 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 22 SECONDS WEST 70.03 FEET; THENCE PARALLEL WITH LAST SAID EAST LINE NORTH 00 DEGREES 01 MINUTE 53 SECONDS EAST 397.66 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEARS NORTH 89 DEGREES 58 MINUTES 07 SECONDS WEST 20.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS 31.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 07 SECONDS WEST 225.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 53 SECONDS EAST 21.41 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 07 SECONDS WEST 200.62 FEET; THENCE SOUTH 69 DEGREES 19 MINUTES 03 SECONDS WEST 240.48 FEET; THENCE SOUTH 83 DEGREES 29 MINUTES 34 SECONDS WEST 95.53 FEET; THENCE NORTH 82 DEGREES 08 MINUTES 44 SECONDS WEST 91.00 FEET; THENCE NORTH 70 DEGREES 37 MINUTES 08 SECONDS WEST 49.53 FEET; THENCE NORTH 66 DEGREES 33 MINUTES 43 SECONDS WEST 215.24 FEET; THENCE SOUTH 23 DEGREES 26 MINUTES 17 SECONDS WEST 28.74 FEET; THENCE NORTH 66 DEGREES 33 MINUTES 43 SECONDS WEST 150.00 FEET; THENCE NORTH 72 DEGREES 43 MINUTES 53 SECONDS WEST 294.46 FEET; THENCE SOUTH 73 DEGREES 52 MINUTES 27 SECONDS WEST 388.59 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 28 SECONDS WEST 688.41 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG SAID WEST LINE THEREOF NORTH 00 DEGREES 20 MINUTES 16 SECONDS EAST 501.23 FEET TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE NORTH LINE OF THEREOF NORTH 88 DEGREES 15 MINUTES 16 SECONDS EAST 2658.93 FEET TO THE POINT OF BEGINNING CONTAINING 32.301 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

ALSO,

PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, MARION COUNTY, INDIANA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE ALONG THE EAST LINE THEREOF SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST (ASSUMED BEARING) 1006.06 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 22 SECONDS WEST 70.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 88 DEGREES 19 MINUTES 22 SECONDS WEST 2594.17 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG LAST SAID WEST LINE THEREOF NORTH 00 DEGREES 20 MINUTES 16 SECONDS EAST 501.82 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 28 SECONDS EAST 688.41 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 27 SECONDS EAST 388.59 FEET; THENCE SOUTH 72 DEGREES 43 MINUTES 53 SECONDS EAST 294.46 FEET; THENCE SOUTH 66 DEGREES 33 MINUTES 43 SECONDS EAST 150.00 FEET; THENCE NORTH 23 DEGREES 26 MINUTES 17 SECONDS EAST 28.74 FEET;

THENCE SOUTH 66 DEGREES 33 MINUTES 43 SECONDS EAST 215.24 FEET; THENCE SOUTH 70 DEGREES 37 MINUTES 08 SECONDS EAST 49.53 FEET; THENCE SOUTH 82 DEGREES 08 MINUTES 44 SECONDS EAST 91.00 FEET; THENCE NORTH 83 DEGREES 29 MINUTES 34 SECONDS EAST 95.53 FEET; THENCE NORTH 69 DEGREES 19 MINUTES 03 SECONDS EAST 240.48 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 07 SECONDS EAST 200.62 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 21.41 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 07 SECONDS EAST 225.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 20.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS 31.42 FEET; THENCE PARALLEL WITH LAST EAST LINE SOUTH 00 DEGREES 01 MINUTE 53 SECONDS WEST 397.66 FEET TO THE POINT OF BEGINNING CONTAINING 29.044 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.



CHICAGO TITLE