

*Roxbury  
Hamilton  
Co.*

8745539

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 4 day of AUGUST, 1987,  
by THE C. P. MORGAN CO., INC., Its successors or assigns  
(hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of single family housing (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

1. Definitions. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, or at such earlier time as Developer may turn over its responsibilities, at which time the homeowners shall form an association and shall appoint from its members to this Committee; provided, however, such turn over shall occur not later than December 31, 1991.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

This Instrument Recorded 10-23 1987  
Sharon K. Cherry, Recorder, Hamilton County, Ind.

**INSTR. # 87 45539**

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FOR RECORD  
Oct 23 9 32 AM '87  
SHARON K. CHERRY,  
RECORDER  
HAMILTON CO., IN

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for lake and other Common Areas, fertilizing and weed control.

E. "Common Area" shall mean those areas set aside for lake, theme structures at street entrances, lights and street landscaping.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop shall further have a mounded landscaped island as shown on the plat therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

2. Power of Committee.

A. In General. No dwelling, building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior 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 the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans 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, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Provided, however, approval will

not be required for rear fences not exceeding four (4) feet in height and playground facilities or similar items not visible from the street.

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

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. A copy of submitted materials 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. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the appropriate regulatory agency.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, 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.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any homeowner or an association of homeowners within the Development or any appropriate public agency may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer, a homeowner or an association of homeowners shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Until Development is completed, Developer shall pay the costs of liability insurance and maintenance costs for any lakes and other common area maintenance and weed control. Upon completion of development, the homeowners shall form an association or not-for-profit corporation and elect from among its membership not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey any lakes and other common areas to such association or corporation. It shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. The Association shall also contract for snow removal from streets within the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Hamilton County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

10. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant  
this 4 day of AUGUST, 1987.

THE C. P. MORGAN CO., INC.

By: William B. Blake  
William B. Blake, Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and  
State, personally appeared Charles P. Morgan, who on behalf of  
The C. P. Morgan Co., Inc., acknowledged the execution of the  
foregoing Declaration of Covenants, Conditions and Restrictions  
and who, having been duly sworn, stated that the  
representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of  
August, 1987.

Leigh B. Miller  
( Leigh B. Miller ) Notary Public

My Commission Expires:

3/21/88

My County of Residence is:

Marion



This Instrument was prepared by John W. Van Buskirk, Attorney at Law.

LEGAL DESCRIPTION

"ROXBURY"

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 89°32'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 91.20 FEET; THENCE NORTH 00°13'25" WEST A DISTANCE OF 971.93 FEET; THENCE NORTH 89°29'31" EAST, 395.78 FEET; THENCE SOUTH 00°05'37" EAST, 129.74 FEET; THENCE SOUTH 00°13'25" EAST, 80.00 FEET; THENCE NORTH 89°46'35" EAST, 55.06 FEET; THENCE SOUTH 00°05'37" EAST, 762.02 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°29'40" WEST ALONG SAID SOUTH LINE 357.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.78 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

This Instrument Recorded 10-23 1987  
Sharon K. Cherry, Recorder, Hamilton County, Ind

EXHIBIT "A"

87 45539

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9548324  
Mary S. Clark  
RECORDER  
HAMILTON CO., IN

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ROXBURY  
FOR ESTABLISHMENT OF GUIDELINES  
AND RULES FOR RENTAL OF DWELLING UNITS

This Amendment to the Declaration of Covenants, Conditions and Restrictions for  
Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units was executed  
this 1st day of August, 1995.

WITNESSETH:

WHEREAS, a subdivision commonly known as Roxbury located in Hamilton County,  
Indiana ("Roxbury"), was established pursuant to a certain "Declaration of Covenants,  
Conditions and Restrictions" filed with the Hamilton County Recorder's Office on October 23,  
1987, as Instrument No. 8745539 ("Declaration"); and

WHEREAS, on Aug. 24, 1989, the Roxbury Homeowners Association, Inc. was  
incorporated as an Indiana nonprofit corporation; and

WHEREAS, Article 9 of the Declaration states that such Declaration may be amended  
prior to January 1, 2014, by an instrument signed by a majority of the then Owners, which  
Amendment must be recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Board of Directors and the Owners within Roxbury desire to amend  
certain provisions of the Declaration to establish guidelines and rules for rental of residences  
within the subdivision; and

WHEREAS, at a special meeting held on June 5, 1995, the Amendments set  
forth below were presented to the Owners for discussion; and

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WHEREAS, the undersigned Owners, constituting more than a majority of the current Lot Owners within Roxbury, desire to amend the Declaration pursuant to the terms and conditions set forth below.

WHEREAS, the Declaration is incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities contained in such document shall apply to and govern the interpretation of this Amendment. The definitions and terms as defined and used in the Declaration shall have the same meaning as in this Amendment, and reference is specifically made to Paragraph 1 of the Declaration, containing definitions of terms. The provisions of this Amendment shall apply to the property and the administration and conduct of the affairs of the Association; and

NOW, THEREFORE, the undersigned Owners hereby amend the Declaration such that all of the Lots, Common Areas, and Lands located within the Roxbury Subdivision are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Roxbury development as a whole and of each of said Lots situated therein. All of the restrictions contained in this Amendment shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to any Lot in Roxbury or any part or parts thereof subject to such restrictions on the renting of residences within Roxbury in a new Amendment as Article 11 as follows:



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ARTICLE I

Guidelines and Rules for the Rental of Residences ("Dwelling Units"): All Dwelling Units shall be leased by any Owner subject to strict and complete compliance with the following guidelines, rules and requirements:

(i) Notice of Intention to Lease Dwelling Unit and Application to Board. No Owner shall lease a Dwelling Unit or enter into any other rental or letting arrangement for a Dwelling Unit without the prior written consent of the Board of Directors. Any Owner desiring to enter into a lease shall make written application to the Board of Directors at the address of the current President of the Homeowners Association stating the date on which the Dwelling Unit will be available to rent. Within ten (10) business days following the receipt of the notification, the Board of Directors shall issue its written response to the Owner of said Dwelling Unit whether rental of it is permissible.

(ii) The Board of Directors has the authority to approve the rental of a Dwelling Unit in excess of the specified limitation only in extraordinary and unusual circumstances. The Board of Directors' discretion and decision to approve or deny any such rental of a Dwelling Unit shall be final and conclusive.

(iii) Maintenance of Character of Community as Owner-Occupied. It is the intentions and desires of the Association and the Owners to substantially maintain the character of the Roxbury Subdivision as an owner-occupied residential community. To maintain such character, the following rules shall be strictly enforced and applied.

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Ninety percent (90%) of the total number of Dwelling Units shall remain as the principal place of residence for owner-occupied Dwelling Units. Only ten percent (10%) of the total number of Dwelling Units may be rented at any time.

The Board of Directors shall not accept or approve any applications for leases if such application would result in the Association not maintaining the ratio of ninety percent (90%) of the total of all Dwelling Units being the principal place of residence for owner-occupied Dwelling Units, except upon conditions set forth in subsection (ii).

(iv) Required Terms of Lease. All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year. All leases shall specify that the Dwelling Unit shall be used exclusively for residential purposes and no Dwelling Unit may be divided or subdivided into smaller units or any portion thereof sold, leased, sublet or otherwise transferred. Leases may not be assigned and no Dwelling Unit may be subleased. No Dwelling Unit shall be rented for transient or hotel purposes. All leases shall contain adequate provisions to require that the lessee shall comply with all the terms and conditions of Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association. Each lease further shall provide for direct action by the Association against the lessee to required compliance with all rules and regulations governing the Roxbury Subdivision, with or without joinder of the Owner, at the Association's option.

(v) Notice of Identity of Renter. Prior to any renter taking possession of a Dwelling Unit, the Owner shall provide to the Board of Directors the name of the leaseholder and/or

principal resident of such Unit. Any changes in the occupants residing in the Dwelling Unit shall be immediately reported to the Board of Directors by the Owner.

(vi) Notification of Rules and Regulations to Renters by Owner. It shall be the responsibility and duty of an Owner to fully and completely inform all renters of the existence of the Declaration, By-Laws, Architectural Guidelines and all rules and regulations governing the Roxbury Subdivision. An Owner shall provide copies of the Declaration, By-Laws, Architectural Guidelines and rules and regulations to all renters prior to any execution of a lease.

(vii) Owner's Liability for Assessments. All Owners shall be held solely responsible for all assessments levied by the Association during the term of any lease, pursuant to the terms of the Declaration and the By-Laws.

(viii) Owner Not Released from Liability and Association's Remedies. No lease shall provide, or be interpreted or construed to provide, for the release of an Owner from the responsibility to the Association for compliance with the provisions of the Declaration, the By-Laws and any rules and regulations of the Association, or from an Owner's personal liability to the Association for assessments.

In the event a renter fails to comply with the provisions of the Declaration, the By-Laws or any rules and regulations, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within ten (10) days after such notice. If such violation(s) is not remedied within said ten (10) days period, the Board of Directors may start assessing fines or take other actions against the Owner. In the event an

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Owner fails to fulfill the foregoing obligation, then the Board of Directors shall have the right, but not the duty, either to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Dwelling Unit and Lot involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of assessments.

(ix) Association Reserves Right to Void Lease for Cause. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Amendment shall be voidable at the election of the Association or any other party having the right to enforce these provisions, except that neither party to such lease may assert the provision of this Amendment to avoid obligations thereunder.

(x) Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute a ratification of this Amendment, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant to said documents, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or a Lot within Roxbury Subdivision as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

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THIS AMENDMENT is subject to the Declaration, dated October 23, 1987, as such instrument duly recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

ROXBURY HOMEOWNERS ASSOCIATION, INC.,  
A NOT-FOR-PROFIT INDIANA CORPORATION

By: Barbara James Merchant  
President, Roxbury Homeowners Association, Inc.

ATTEST:

Nancy A. Kitt  
Assistant Secretary, Roxbury Homeowners Association, Inc.



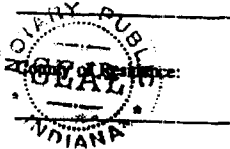
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STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton)

Subscribed and sworn to before me, a Notary Public in and for said County and State,  
personally appeared Barbara Jane Marchant and Nancy A. Kitt  
of the Roxbury Homeowners Association, Inc. who acknowledge execution of the foregoing  
Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for  
Establishment of Guidelines and Rules for Rental of Dwelling Units this 1st day of  
August, 1995.

My Commission Expires:



Martha J. Campbell  
Notary Public  
Martha J. Campbell  
Notary Public, State of Indiana  
Hamilton County  
My Commission Expires 09/30/98  
Printed Signature

This instrument prepared by Gary Dilk, BUSCHMANN CARR & SHANKS, P.C., 1020 Market  
Tower, Ten West Market Street, Indianapolis, Indiana 46204. Telephone: 317/636-5511.

ACKNOWLEDGEMENT

Kenneth H. Frost  
Signature

Kenneth H. Frost  
Printed

9621 Roxbury Dr  
Street address

3  
Lot No.


Fishers, IN 46038

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Kenneth H. Frost, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5<sup>th</sup> day of June, 1995.

My Commission Expires:  
June 12, 1998

Christina K. Tyzzer  
Notary Public



County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature

9548324





ACKNOWLEDGEMENT

Lee R. Clark  
Signature

LEE R. CLARK  
Printed

9641 ROXBURY DRIVE  
Street address

5  
Lot No.

FISHERS IN 46038

STATE OF INDIANA }  
COUNTY OF HAMILTON } SS:

Before me, a Notary Public in and for said County and State, personally appeared LEE R. CLARK, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5th day of JUNE, 1995.

My Commission Expires:

June 12, 1998

County of Residence:

HAMILTON

Christina K. Tyzzer  
Notary Public

Christina K. Tyzzer  
Printed Signature



9548324

ACKNOWLEDGEMENT

X [Signature]  
Signature

X THOMAS HOWBERT  
Printed

Y 9661 Roxbury Dr  
Street address

7  
Lot No.

Fishers IN 46038

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Thomas Howbert, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 29<sup>th</sup> day of June, 1995.

My Commission Expires: \_\_\_\_\_  
**NOTARY PUBLIC**  
STATE OF INDIANA  
Residence: Hamilton

Martha J. Campbell  
Notary Public  
Martha J. Campbell  
Notary Public, State of Indiana  
Hamilton County  
My Commission Expires: \_\_\_\_\_  
Printed Signature

9548324









ACKNOWLEDGEMENT

Thomas Herbst  
Signature  
THOMAS H. HERBST  
Printed

9054 ROXBURY DR  
Street address  
PLAZA IN 46038

14  
Lot No.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Thomas H. Herbst, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 8th day of June, 1995.

My Commission Expires:  
June 12, 1998

Christina K. Tyzzer  
Notary Public

County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature

CHRISTINA K TYZZER  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXPIRES JUNE 12, 1998

9548324

ACKNOWLEDGEMENT

John A. Thompson  
Signature  
JOHN THOMPSON  
Printed

9644 ROXBURY  
Street address  
Fishers, IN

# 15  
Lot No.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared John Thompson, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5 day of June, 1995.

My Commission Expires:  
June 12, 1998

Christina K. Tyzzer  
Notary Public

County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature

9548324



ACKNOWLEDGEMENT

Michael Eric Kass  
Signature

MICHAEL ERIC KASS  
Printed

9645 ALEXANDER LANE  
Street address

16  
Lot No.

FISHERS, IN 46038

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael Eric Kass, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 8<sup>th</sup> day of June, 1995.

My Commission Expires:  
June 12, 1998

Christina K. Tyzzer  
Notary Public

County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature

CHRISTINA K TYZZER  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JUNE 12, 1998

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ACKNOWLEDGEMENT

Barbara Clark

Signature

BARBARA CLARK

Printed

9678 Alexander Lane

Street address

Fishers, In 46038

#22

Lot No.

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Barbara Clark, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 8th day of June 1995.

My Commission Expires:

June 12, 1998

Notary Public



County of Residence:

Hamilton

Printed Signature

Christina K. Tyzzer

9548324



ACKNOWLEDGEMENT

Mary Ruth Fowler  
Signature

Mary Ruth Fowler  
Printed


9602 Alexander Lane  
Street address

32  
Lot No.

Fishers IN 46038

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Mary Ruth Fowler, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 29th day of July, 1995.

My Commission Expires: \_\_\_\_\_  
  
Residence: \_\_\_\_\_

Martha J. Campbell  
Notary Public  
Printed Signature

9548324









ACKNOWLEDGEMENT

Carl R Washburn

Signature

CARL R WASHBURN

Printed

9695 Alexander Lane

Street address

40

Lot No.

Fishers, Indiana

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Carl R. Washburn, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5th day of June, 1995.

My Commission Expires:  
June 12, 1998

Christina K Tyzzer  
Notary Public



County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature

9548324





ACKNOWLEDGEMENT

Catherine M. Huntsinger  
Signature

CATHERINE M. HUNTSINGER  
Printed

9764 FOXBORD LANE  
Street address

#46  
Lot No.

FISHERS, I.N. 46038

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Catherine Huntsinger, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5<sup>th</sup> day of June 1995.

My Commission Expires:  
June 17, 1998

Christina K. Tyzzer  
Notary Public

County of Residence:  
Hamilton

Christina K. Tyzzer  
Printed Signature



9548324

ACKNOWLEDGEMENT

[Signature]  
Signature  
Ted Archer  
Printed

9774 Foxboro Lane  
Street address  
Fishers, In. 46038

47  
Lot No.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Ted Archer, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 5 day of June, 1995.

My Commission Expires:  
June 12, 1998

County of Residence:  
Hamilton

[Signature]  
Notary Public  
Christina K. Tyzzer  
Printed Signature

CHRISTINA K TYZZER  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JUNE 12, 1998

9548324



ACKNOWLEDGEMENT

Daniel Campese  
Signature

DANIEL CAMPESE  
Printed

9899 PINE RIDGE N. DR.  
Street address

# 53  
Lot No.

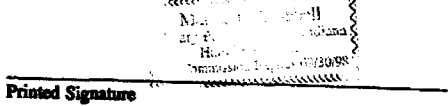
FISHERS IND 46088

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Daniel Campese, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 22nd day of July, 1995.

My Commission Expires:  
 A circular notary seal for the State of Indiana, Hamilton County. The seal contains the text "NOTARY PUBLIC", "SEAL", and "INDIANA".

Martha J. Campbell  
Notary Public

 A rectangular notary stamp for Martha J. Campbell, Notary Public in Hamilton County, Indiana. The stamp includes the text "Martha J. Campbell", "Notary Public", "Hamilton County, Indiana", and "Commission Expires 07/30/98".  
Printed Signature

9548324





ACKNOWLEDGEMENT

Margaret G. Guthrie  
Signature

Margaret G. Guthrie  
Printed

9771 Roxbury Dr.  
Street address

55  
Lot No.

Fisher Dr.

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Margaret G. Guthrie, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 8th day of June, 1995.

My Commission Expires:

June 12, 1998

Christina K. Tyzzer  
Notary Public

County of Residence:

Hamilton

Christina K. Tyzzer  
Printed Signature

CHRISTINA K. TYZZER  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY  
MY COMMISSION EXP. JUNE 12, 1998

9548324

ACKNOWLEDGEMENT

Barbara A Price  
Signature

BARBARA A PRICE  
Printed

9701 ROXBURY DR  
Street address

56  
Lot No.

FISHERS LN 46038

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Barbara A. Price, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 29th day of June.

1995  
NOTARY PUBLIC  
My Commission Expires:  
SEAT  
City of Residence:  
Hamilton

Martha J. Campbell  
Notary Public

Martha J. Campbell  
Notary Public  
Hamilton, Indiana  
My Commission Expires: \_\_\_\_\_  
Printed Signature

9548324

ACKNOWLEDGEMENT

R Scott Pallika  
Signature

R. SCOTT PALLIKAN  
Printed

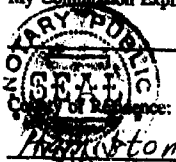
9751 Roxbury  
Street address  
Fishers In 46038

57  
Lot No.

STATE OF INDIANA )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Scott Pallikan, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 29th day of June 1995.

My Commission Expires:



Martha J. Campbell  
Notary Public  
Martha J. Campbell  
Notary Public, State of Indiana  
Hamilton County  
My Commission Expires: 12/31/95

Printed Signature

9548324



ACKNOWLEDGEMENT

Carol L. Beaty  
Signature

CAROL L. BEATY  
Printed

9721 ROXBURY DR  
Street address

60  
Lot No.

FISHERS IN 46038

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Carol L. Beaty, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Roxbury for Establishment of Guidelines and Rules for Rental of Dwelling Units, and who, having been duly sworn, stated that the statements contained herein are true to the best of his or her knowledge and belief. Subscribed and sworn to before me this 30th day of July, 1995.

My Commission Expires:



Country of Residence:

Martha J. Campbell  
Notary Public

My Commission Expires: 7/26/98

Printed Signature

9548324