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Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File **2012-015948**

Cross-Reference:

Foxmoor, Section I (Plat), Instrument # 90010337 (Plat Book C, Page 466 A, B, & C)
Foxmoor, Section II (Plat), Instrument # 94008462 (Plat Book C, Page 620 A&B)
Foxmoor, Declaration of Covenants, Instrument # 90011483

FOURTH AMENDMENT
to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of
FOXMOOR

COMES NOW the Foxmoor Homeowners Association, Inc., by its Board of Directors, on this 24 day of July, 20 12, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Johnson County, Indiana commonly known as Foxmoor was established upon the recording of certain documents with the Office of the Recorder for Johnson County, Indiana; and

WHEREAS, the Plat for Foxmoor, Section I, was recorded with the Office of the Johnson County Recorder on August 6, 1990, as **Instrument #90010337**, also in Plat Book C, Page 466 A, B, & C; and

WHEREAS, the Plat for Foxmoor, Section II, was recorded with the Office of the Johnson County Recorder on April 11, 1994, **Instrument #94008462**, also in Plat Book C, Page 620 A & B; and

WHEREAS, the Foxmoor subdivision is subject to Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions of Foxmoor ("Declaration") recorded in the Office of the Johnson County Recorder on August 31, 1990, as **Instrument #90011483 (Misc. Records Book 62, Page 808)**; amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions of Foxmoor, recorded on December 9, 1990, as Instrument #9001474727 (Misc. Records Book 62, Page 982); amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Foxmoor, recorded on September 6, 2005, as Instrument #2005-024259; and amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Foxmoor, recorded on October 31, 2005, as Instrument #2005-; which states that by taking a deed to any Lot within Foxmoor each

owner becomes a mandatory member of the Foxmoor Homeowners Association, Inc., an Indiana nonprofit corporation (“Association”); and

WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation (“Articles”) filed with, and approved by, the Indiana Secretary of State on February 24, 1995; and

WHEREAS, the Association’s Initial Board of Director(s) adopted a Code of Bylaws (“Bylaws”) for the Association and the homeowners within Foxmoor; and

WHEREAS, the Declaration, Article XI, provides that the Declaration may be amended by the owners in Foxmoor if the amendment(s) are approved by a two-thirds (2/3) majority vote of all Owners; and

WHEREAS, voting on these amendments took place by ballot voting, following the requirements of ballot voting set forth in IC 23-17-10-8. As a result of the ballot voting, these amendments were approved by at least a two-thirds (2/3) majority vote of all Owners in Foxmoor, as shown by the ballots attached hereto as “**Exhibit A**”;

WHEREFORE, pursuant to the authority granted to the Association by the Declaration, the following amendments are hereby passed and adopted by the Owners in Foxmoor, and it is the intention of the Association that these amendments will replace the specifically identified sections of the Declaration and any amendments thereto. Any provisions not changed by these amendments will remain in full force and effect.

Article IV, Section 4.2, is deleted and replaced by the following language:

4.2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Association and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association, his right of enjoyment in the common areas to his family members or contract purchasers who reside on the lot.

Article IX, Section 9.2(ii), is deleted and replaced by the following language:

Section 9.2. Additional Restrictions Concerning Residences and Other Structures.

- (ii) Each owner must properly maintain and prune all of the trees located on his lot, and immediately remove any dead or fallen trees or limbs from his lot. An owner must make sure no trees on his lot interfere with the use of any sidewalk or street in Foxmoor or extend in any manner into an easement or adjacent lot.

Article XI, Section 11.1(iv), is deleted and replaced by the following language:

Section 11.1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a majority vote of all owners. In the event any lot is subject to a first mortgage, each Mortgagee shall be notified of the meeting and the proposed amendment in the manner as an owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1.

Paragraph #6 of the Supplemental Plat Covenants is deleted and replaced by the following language:

6. All lots in the subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of the City of Greenwood, Indiana. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two (2) stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

For the purpose of maintaining the congenial and residential character of Foxmoor, and for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Foxmoor community, the renting or leasing of a dwelling or home in the Foxmoor subdivision by a titled Owner, or their agent or representative, shall not be allowed. Each dwelling or home in Foxmoor must be occupied only by the titled Owner, their immediate family, and temporary visitors and guests. This restriction on renting and leasing takes effect upon the date this covenant amendment is recorded with the Johnson County Recorder's Office. The Board may approve an exception to this restriction, but only in circumstances when an exception is necessary in order to comply with or accommodate federal or state disability laws or other applicable laws, or to meet the estate planning requirements of an Owner. In addition, this restriction on leasing does not prevent an Owner from having a live-in caregiver or a relative who is a caregiver from living in the home with the Owner provided no other options are reasonably available. Under this circumstance, a caregiver would be considered a guest of the Owner.

Paragraph #11 of the Supplemental Plat Covenants is deleted and replaced by the following language:

11. Commercial vehicles primarily used or designed for commercial purposes (includes semi-trucks, box trucks, utility trucks, tow trucks, vehicles with commercial equipment visible, and vehicles with commercial logos), tractors, busses, mobile homes, recreational vehicles (RV's), trailers of any kind, campers, boats and other watercraft may not be parked on any street nor on any lot unless within an enclosed garage, except for vehicles that are temporarily in the community to provide moving, home construction or repair, or health care services; and recreational vehicles (RV's) which may be parked on the street in front of the Owner's lot for loading/unloading purposes and/or routine cleaning for no more than thirty-six (36) consecutive hours or two (2) consecutive calendar days, whichever is longer.

Paragraph #12 of the Supplemental Plat Covenants is deleted and replaced by the following language:

12. No sign of any kind shall be displayed to the public view on any lot without written approval of the Board, except that the following signs may be displayed without prior Board approval: 1) one (1) sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale; and 2) political signs no larger than six (6) square feet (the same size as a typical "for sale" sign), promoting a political candidate may be displayed on a lot beginning thirty (30) days prior to the voting date and are to be removed within five (5) days following the voting date. An owner may only display political signs that support a political candidate that is running for office in the current election. Political signs may be displayed in the front yard of an owner's home or in a window of the owner's home. No more than one (1) political sign per candidate may be displayed at the same time on the owner's lot.

Paragraph #16 of the Supplemental Plat Covenants is deleted and replaced by the following language:

16. Each driveway in the subdivision shall be of concrete and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

Paragraph #21 of the Supplemental Plat Covenants is deleted and replaced by the following language:

21. No fence placed on a Lot abutting an area designated on the plat as Common Areas shall exceed three (3) feet in height beyond the point fifteen (15) feet from the house constructed on such Lot.

All fencing, and its placement, shall be subjected to prior written approval by the Architectural Control Committee. All fencing that abuts the areas designated Common Area, and interior street or ~~and~~ another Lot shall be constructed of wood or white or tan resin/poly-vinyl composite material. All chain link and wire fencing, including wire placed behind a split rail fence, is strictly prohibited.

No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back corner of the residence. Fencing style and color shall be consistent with the Subdivision. No fence may be built or installed into any landscape or mounding easements, nor may a fence be installed onto any Common Areas maintained by the Association.

All fences must be maintained in good condition. The finished side of the fencing, including privacy style fences, must be displayed outwardly, and cannot be turned so that the posts or other support structures of the fencing are facing outward, or so the finished side of the fence is facing in toward the residence or yard contained inside of the fence. In other words, no backward fences are allowed.

New Paragraph #28 is hereby added to the Supplemental Plat Covenants and reads as follows:

28. Fencing will only be permitted on lots whose back yards abut a perimeter boundary of the Foxmoor subdivision. Any interior lot that does not abut a perimeter boundary may not have a fence. For purposes of this section, any interior lot fence that was installed prior to the adoption of this amendment is hereby grandfathered, but if the fence is removed in the future, it may not be replaced.

[End of Declaration Amendments]

The undersigned hereby certifies that this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Foxmoor was duly passed by ballot vote as set forth in IC 23-17-10-8 by at least a two-thirds (2/3) majority vote of all Owners in Foxmoor.

FOXMOOR HOMEOWNERS ASSOCIATION, INC.

William H. Woodman

President

7-24-12

Date

William H. Woodman

Printed Name of Director

ATTEST:

Elaine M. Davidson

Secretary

7-24-12

Date

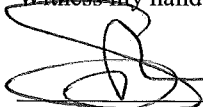
ELAINE M. DAVIDSON

Printed Name of Director

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

Before me a Notary Public in and for said County and State, personally appeared William H. Woodman and Elaine M. Davidson, the President and Secretary, respectively, of Foxmoor Homeowners Association, Inc., who acknowledged execution of the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Foxmoor and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 24 day of July, 20 12.



Notary of Public – Signature

Scott A. Tanner

Printed

Stamp:

Scott A Tanner Notary Public Seal State of Indiana Johnson County My Commission Expires 11/18/12

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

This document was prepared by and should be returned to:

Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237
