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Jill L. Jackson County Recorder  
File **2014-009014**

**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

**ADOPTION OF RULES, REGULATIONS AND PROCEDURES**

**AFFIDAVIT OF CORPORATE RESOLUTION**

of

**FOXMOOR HOMEOWNERS ASSOCIATION, INC.**

The Foxmoor Homeowners Association, Inc., by its Board of Directors, on this 30<sup>th</sup> day of April, 2014, states as follows:

**RECITALS**

The residential community in Johnson County, Indiana, known as Foxmoor was established upon the recording of Plats and other documents with the Office of the Recorder for Johnson County, Indiana; and

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

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

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 #2005-030682; and amended by the Fourth Amendment to Declaration

of Covenants, Conditions and Restrictions of Foxmoor, recorded on July 25, 2012, as Instrument #2012-015948; and

The Declaration states that by taking a deed to any Lot on the Plats for the Foxmoor development, each owner becomes a mandatory member of the subdivision's homeowner's association known as Foxmoor Homeowners Association, Inc. ("Association"), an Indiana nonprofit corporation; and

As required by the Declaration, the Association was incorporated as a non-profit corporation by filing Articles of Incorporation ("Articles") with the Indiana Secretary of State, and having those Articles approved by the Indiana Secretary of State on February 24, 1995; and

The Association's Initial Board of Director(s) adopted a Code of Bylaws ("Bylaws") for the Association and the homeowners within Foxmoor; and

The Declaration (Article V, Section 5.7(viii)) allows the Association to adopt reasonable rules and regulations governing the management and administration of the Association as may be deemed necessary and advisable, so long as those rules and regulations do not conflict with the provisions in the Declaration or Plats; and

The Declaration (Article VI, Section 6.2) allows the adoption of reasonable regulations regarding 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 in the community; and

The Declaration (Article VI, Section 6.2(iii)) provides that additional rules and regulations may be made, amended and modified that help guide owners as to the requirements of the Association for the submission and approval of items and to set forth additional requirements to those set forth in the Declaration or any Plats as may be deemed necessary and advisable, so long as those rules and regulations do not conflict with the provisions in the Declaration or Plats; and

Using the authority given to the Association in the Declaration, the Board of Directors now adopts the following rules and regulations regarding each owner's use, enjoyment and architectural improvement or maintenance of their lots in Foxmoor that the Board believes are reasonable and necessary to preserve and enhance values and to maintain a harmonious relationship among structures and other improvements within the Foxmoor community; and

These rule(s) will apply to each lot and lot owner in the Foxmoor subdivision; and

THEREFORE, this Resolution containing Rules and Regulations for the Foxmoor community was adopted by a majority vote of the Board of Directors and was properly signed by the President and Secretary of the Association. This Resolution does not conflict with any provision of applicable Indiana law, the Declaration, Articles, or the Bylaws for the Foxmoor community or the Foxmoor Homeowners Association, Inc. This Resolution will become effective and applicable to each lot and lot owner in the Foxmoor subdivision once it is recorded with the Recorder of Johnson County, Indiana.

**[End of Recitals]**

**RULES AND REGULATIONS**  
**for**  
**FOXMOOR**

**1. Architectural Approval and Procedures**

The Architectural Control Committee (“ACC”) is responsible for approving any and all alterations, changes or modifications to a homeowner’s property. The requirement for prior approval includes, but is not limited to: porch and patio enclosures, awnings, paint color for the outside of the home, landscaping changes and siding issues.

Homeowners are required to complete an approval form BEFORE WORK IS PERFORMED. Approval forms are available from a member of the ACC, or forms may be downloaded from [www.foxmoorhoa.com](http://www.foxmoorhoa.com), under the ACC tab.

Any violation of the HOA covenants and/or bylaws by the homeowner will require that the violation in question be rectified as determined by the ACC and/or Board of Directors of the Foxmoor HOA. If it is not corrected, then the Association has the right to take legal action to have the violation corrected.

**2. Animals and Pets**

No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except that dogs, cats or other customary household pets may be kept; provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance or annoyance to other owners or residents in Foxmoor due to foul odor or unreasonable noise, including persistent, excessive or loud barking.

If a pet is let outdoors, it should be kept on the owner’s property or should be on a leash and attended by the owner. Dogs may be left unattended only if they are confined within a fenced yard. Dog houses are not allowed in Foxmoor.

An owner is responsible for cleaning up after his pet, including cleaning his own property, the Common Areas, and other owners’ lots soiled by his pet’s excrement. An owner is also fully liable for any injury or damage to persons or property caused by the owner’s pet. In addition, an owner must also comply with all local and state animal control rules and ordinances regarding animals and pets.

**3. Property Maintenance**

Landscaping must be properly maintained to provide a neat and clean appearance. Prompt removal of weeds, dead plants, leaves, dead or fallen trees or limbs, trash & debris is required to meet this objective. If an owner does not satisfactorily maintain his lot or the improvements and the vegetation on his lot, the Declaration, Article IX, Section 9.1, gives the Association permission to enter onto any lot and repair, maintain or restore any lot that is not being properly maintained. If this happens, the owner is responsible for reimbursing the Association for these maintenance expenses.

#### **4. Exterior Home and Improvement Maintenance**

It is the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or unkempt condition on his lot. Each owner must perform proper maintenance on his lot and improvements to insure his home maintains a reasonable appearance and to avoid his lot or improvements from becoming unsightly when compared to the general appearance of other homes and improvements in the neighborhood.

The term “proper maintenance” includes, but is not limited to, things such as painting, mold or mildew removal or cleaning, wood repair, masonry repair, garage door repair, siding repair, roofing repair, window and porch screens and window repair, and fence painting or repair.

If an owner does not satisfactorily maintain his lot or the improvements and the vegetation on his lot, the Declaration, Article IX, Section 9.1, gives the Association permission to enter onto any lot and repair, maintain or restore any lot that is not being properly maintained. If this happens, the owner is responsible for reimbursing the Association for these maintenance expenses.

#### **5. Trash Cans**

Trash cans and trash bags cannot be visible from any street within Foxmoor except when set out for trash collection days. At all other times, all trash cans, trash bags, and containers used to store or dispose of trash, rubbish, garbage or other waste must be stored in an enclosed garage.

Just to be clear, no owners or residents may store or place any trash bins, cans, bags, or other waste containers in the driveway, the walkways, the front porch, beside the garage, or any other area of the lot outside of the garage.

#### **6. Mailboxes and Posts**

Mailboxes are to be attractive with readable lettering. Faded or rusting mailboxes and worn or damaged posts should be replaced in accordance with specifications for Foxmoor.

Information for mailboxes and posts may be found at [www.foxmoorhoa.com](http://www.foxmoorhoa.com), under the Improvement topics tab. Copies of mailbox and mailbox post specifications are available from any board member or by contacting Otto’s Streetscape Solutions at (317) 886-4400.

REMEMBER: According to the Declaration, all mailboxes and posts must be approved by the ACC as to size, location, height or appearance *before* they are installed. So long as an owner follows the mailbox and post specifications located on the Association’s website or from Otto’s Streetscape Solutions for the Foxmoor subdivision, then no other approval from the ACC is required.

#### **7. Exterior Lighting**

All exterior lights, including post lights, the lights on each side of the garage, and the porch lights, are to be in working order and lit each evening from dusk until dawn.

**[End of Rules & Regulations]**

The undersigned executes this Affidavit of Corporate Resolution for Foxmoor Homeowners Association, Inc. and certifies under penalties of perjury that all requirements for passage of the Resolution have been met as of this 1 day of May, 2014.

**FOXMOOR HOMEOWNERS ASSOCIATION, INC.**

William H Woodman

President

5-1-14

Date

William H. Woodman

Printed Name of Director

**ATTEST:**

Elaine M. Davidson

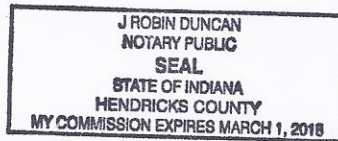
Secretary

5-1-2014

Date

ELAINE M. DAVIDSON

Printed Name of Director



Signed before me a notary  
on 5-1-14 J Robin Duncan



STATE OF INDIANA            )  
                                          )  
COUNTY OF MARION        )

Before me a Notary Public in and for said County and State, personally appeared William H Woodema and Elaine M. Davidson, the President and Secretary, respectively, of Foxmoor Homeowners Association, Inc., who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Foxmoor Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 1<sup>st</sup> day of May, 2014.

[Signature]  
Notary of Public – Signature

7/30/15  
Commission Expiration Date

Roger E Bailey  
Printed

Marion  
County of Residence

*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*

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**This document was prepared by and should be returned to:**  
**Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St. (U.S. 31), Indianapolis, IN 46227**

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