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**THIRD AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF FOXMOOR**

THIS THIRD AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOXMOOR, (this "Third Amendment") is made by the duly authorized representative of the Foxmoor Homeowner's Association, being the President and Secretary of the Association after notice and action as provided in the Declaration of Covenants.

RECITALS

A. Developer, pursuant to a certain Declaration of Covenants, Conditions and Restrictions of Foxmoor which was recorded August 31, 1990 as Instrument Number 90011483 in Book number 62, page 808, in the Office of the Recorder of Johnson County, Indiana (the "Declaration") established certain Covenants, Conditions and Restrictions with respect to real estate to be developed into a single family residential community commonly known as Foxmoor, such real estate being located in Johnson County, Indiana and more particularly described on Exhibits "A" and "B" attached hereto and hereby made a part hereof (the "Real Estate").

B. Pursuant to Section 11.2 of the Declaration, the Developer reserved unto itself the right to amend the Declaration and did so by filing a First Amendment to Declaration of Covenants, and Restrictions of Foxmoor, recorded as Instrument Number 90014727, book number 62, page 982, dated December 9, 1990 adding a restriction to paragraph 4 of the Supplemental Plat Covenants and Restrictions of Foxmoor, with said Supplemental Plat Covenants and Restrictions of Foxmoor is attached hereto as Exhibit "C" to the Declaration:

C. That pursuant to Section 11.1 (IV) the Association did amend the Declaration of Covenants, Conditions and Restrictions of Foxmoor by a two thirds majority vote of all owners and did so by filing a Second Amendment to Declaration of Covenants Conditions and Restrictions of Foxmoor recorded as Instrument number 2005-024259, adding a restriction to paragraph 6 of the Supplemental Plat, Covenants, Conditions and Restrictions of Foxmoor attached as Exhibit "C" and to paragraph 12 of the



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Supplemental Plat, Covenants, Conditions and Restrictions of Foxmoor attached hereto as Exhibit "C" to the Declaration.

D. That pursuant to 11.1(IV) the Association has reserved the right to amend the Declaration of Covenants, Conditions and Restrictions of Foxmoor by a two thirds majority vote of all owners after resolution is made concerning a proposed amendment adopted at a noticed and designated meeting of the members of the Association.

E. The Association has conducted such a meeting on August 22, 2005 at the Johnson County Public Library and after due notice a proposed amendment was discussed and adopted by the required designated vote of all owners.

NOW, THEREFORE, the Association hereby declares that the real estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and improved and occupied subject to the following amendment to the Declaration which shall serve to rescind the language added by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Foxmoor recorded on December 9, 1990:

1. The following is hereby deleted from paragraph 4 of the Supplemental Plat, Covenants and Restrictions of Foxmoor attached as Exhibit "C" to this Declaration:

"No fence shall be placed or permitted to remain upon any lot, except upon the rear property line of any lot which abuts property outside the Real Estate (i.e.; lots which abut property outside of Foxmoor).

2. Paragraph 4 of the Supplemental Plat, Covenants and Restrictions of Foxmoor shall now provide as follows:

"No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 said 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 line is maintained at sufficient height to prevent obstruction of such sight line."

2. All other terms and conditions of the Declaration, except as modified and rescinded herein, shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been executed in accordance with the By-Laws of the Foxmoor Homeowner's Association and the Declaration of Covenants, Conditions and Restrictions of Foxmoor this 18th day of October, 2005.

Foxmoor Homeowners Association

By: Marilyn Hubbard
Marilyn Hubbard, President

By: Dame Prout
Dame Prout, Secretary

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Marilyn Hubbard, being first duly sworn upon her oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

Marilyn Hubbard
Marilyn Hubbard

WITNESS MY HAND AND NOTARIAL SEAL THIS 18th
DAY OF October, 2005.

Sara Beth Hormann
Notary Public
Printed: Sara Hormann
Resident of Johnson County

My Commission Expires:

November 4, 2012

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dame Prout, being first duly sworn upon his oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

Dame Prout
Dame Prout

WITNESS MY HAND AND NOTARIAL SEAL THIS 17th
DAY OF October, 2005.

Tanya D. Marsh
Notary Public
Printed: Tanya D. Marsh
Resident of Marion County

My Commission Expires:

September 7, 2012

