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AMENDED
DECLARATION OF COVENANTS AND PROTECTIVE RESTRICTIONS
OF FOX RUN, A SUBDIVISION IN MARION, GRANT COUNTY,
INDIANA

KEN CORPORATION (hereinafter "Developer"), declares that it is the owner of the land situate within the plat of Fox Run, being the plat recorded in the office of the Recorder of Grant County, Indiana, after being duly approved, on December 7th, 2006, as Document # 200612121. This amends and replaces the Declaration of Covenants dated the 6th day of December 2006, and recorded in the Grant County, Indiana, Recorder's Office on the 8th day of December 2006.

The real estate is platted and subdivided in accordance with the information and disclosures shown on said plat with lots numbered from one (1) through fifty (50), inclusive, and all dimensions with respect to each of said lots are shown in feet and decimals thereof.

All of lots in the subdivision, and all additions later made thereto, shall be subject to and are impressed with the covenants, agreements, restrictions, limitations and charges hereafter stated, all of which shall be considered a part of the conveyance of any part of said real estate and as running with the fee, without being specifically written in or referred to in any conveyance. Such matters are for the mutual benefit and protection of the owners, present or future, of any and all lots within the above-described plat, and all additions later made thereto, and they shall run with the land and shall inure to the benefit of and be enforceable by the owner or owners of any land or lots included in said plat, their legal representatives, heirs, successors, grantees and assigns. Any person so having an interest shall be entitled to injunctive relief, mandatory or negative, against any violation, or attempted violation of the provisions hereafter stated, and damages for any injuries resulting from any violation thereof, inclusive of the right to recover court costs, attorney fees and other costs of enforcement, which damages, if recovered, as well as court costs, attorney fees and other costs of enforcement will constitute a lien upon the lands owned by any person against whom any such judgment may be rendered, which lien shall be senior in priority to any other lien other than the lien of real estate taxes and the purchase money security, notwithstanding the dates upon which any such liens attach, but no right of reversion or forfeiture of title shall result from any such violation.

All streets shown on the plat shall be deemed to be owned in fee to the center of the street by the owners of each adjoining lot, to be determined by extending each lot line to the center of the



street, but each such street is subject to an easement for and all such streets are hereby dedicated to the use of the public as a way of access burdened in the scope of its use only as provided hereinafter and to the ordinary and necessary modes of transportation and styles of vehicles that are in common use from time to time for private transportation, plus such commercial vehicular use as may be ordinarily and reasonably necessary for the transport of material to and from residential areas for the type of construction contemplated within the plat, and in the moving of goods commonly used for residential and home maintenance purposes, and in the use by the owners or their assigns in the development of said plat.

Utility easements and drainage easements are specifically shown, and the areas within such easements are owned in fee by the owners of the lots over which such easements extend, but are subject to the provisions contained herein and to an easement for, and dedicated to the use of, lot owners in the plat, franchised utility companies, owners of land outside this plat as described herein, or any municipality which may at any time acquire jurisdiction over the area with respect to the service of utilities for the purposes of providing water, waste and sewage disposal, drainage facilities, telecommunication facilities, and electrical or other forms of energy or utility service necessary to the maintenance of the dwelling in the community and for the purpose of providing drainage of surface water. Any obstruction placed upon any such utility easement by a lot owner may be removed by any utility company, municipality or the owner of any lot in the plat, without liability for damages to the owner of the obstruction, when reasonably necessary for the purpose of installation, repair, maintenance, or redesign of any utility service for which the easement is adapted or dedicated or to maintain proper drainage of surface water.

The area designated in the plat, and all additions later made thereto, as drainage pond areas, and other similar designations, is owned in fee and in common by the owners of each lot in the plat, such ownership in common being regarded as ownership by a class, subject to open or close, and is subject to an easement for, and is hereby dedicated to, the owners of lots within the plat or any additions or amendments thereto, in the event such owners are included as members in the Association created in paragraph 20 hereof, for open space, recreational and park purposes, and other similar designated purposes. Such tracts are not dedicated to the general public, consisting of a class of persons larger than or other than the owners of lots within the plat.

1. LAND USE AND BUILDING TYPE. Subject to the permissive provisions of paragraph 11, hereof, no lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or tract of real estate, other than one (1) single family dwelling not to exceed two and one-half (2-1/2) stories in height, having a roof pitch of not less than 5/12. All garages shall be attached to the dwelling, shall be of a size to accommodate at least two passenger vehicles, and shall be compatible with and in harmony with the architectural style of other buildings upon such lot and upon neighboring lots. Single family dwellings shall not include a “modular home” nor a “manufactured home” as defined in 675 IAC 15-1-2 or any amendment to or re-codification thereof, even if such manufactured home or modular home is placed upon a permanent foundation, as such definitions exist on the date of this amendment.

2. BUILDING LOCATION. No building shall be erected or placed upon any lot located within the plat, or any additions or amendments thereto, nearer to the property line for said lot or tract than the setback lines established on the plat, which shall be no less restrictive than the setback lines provide for in the City of Marion, Indiana, Zoning Ordinance as from time to time amended.

3. DWELLING SIZE. Any two story dwelling house placed or erected upon any lot shall contain a living area (exclusive of porches, attached garages, carports, basements, breeze ways or entrances) of not less than one thousand six hundred fifty (1650) square feet. All dwellings of one story shall have a minimum floor area of not less than one thousand three hundred fifty (1350) square feet. All computation of square footage for determination of the permissibility of erection of a residence shall be exclusive of garages, porches, terraces, decks, patios and overhangs.

4. NUISANCES. No noxious or offensive activity of any kind shall be carried on, or be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The owner or owners of each lot shall keep the lot in a neat and orderly condition and free of tall grass, weeds or other unsightly growth.

5. TEMPORARY STRUCTURES AND PROHIBITED STRUCTURES. No structures of a temporary character and no mobile home, basement, shack, shed, barn, detached garage or other outbuildings shall be used or permitted to stand upon any lot as a residence or otherwise, either temporarily or permanently, without approval; provided, however, a construction shed may be permitted to stand upon a lot during the time of actual construction of a house on such lot, or for one

year, whichever is shorter. Any dwelling house located upon any lot shall be equipped with and supplied with suitable toilets and no outside toilets will be permitted at any time, except only during construction a portable toilet for work persons shall be permissible for a period not to exceed twelve (12) months.

6. SIGNS. No signs of any kind shall be displayed to the public view on any lot or road right-of-way, except the signs of not more than six square feet each advertising the property for sale or rent; provided, however, that no illuminated signs of any kind shall be permitted; provided, further that this restriction shall not be applied to the Developer or its successors and assigns, who shall be permitted to maintain signs on any lot advertising the same for sale and be permitted to erect signs indicating location of the subdivision; and further, signs shall be permitted as approved by the property owners association within common areas and easements within the plat.

7. REFUSE AND GARBAGE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept on any lot except in sanitary containers. Any sanitary containers for holding rubbish, trash, garbage or other waste materials shall be kept screened and hidden from view except on the day of collection thereof. No dumping of rubbish, trash, garbage or other waste shall be allowed or permitted in any common areas of the plat.

8. ANIMALS. No animals, livestock, poultry or wild animals of any kind shall be raised, bred, kept or harbored on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for commercial purposes and further provided that such household family pets are not permitted to roam at large or become a nuisance to the owners of other property within the plat. Pet or dog runs shall be located only in the rear yard adjacent to the rear wall of the main dwelling or garage.

9. DRIVEWAYS. All private driveways shall be of concrete, brick, or equivalent surfaces, and shall be kept in good order and repair. No limestone, sand, asphalt, gravel and/or similar driveway shall be permitted. In constructing any private driveway across any drainage ditch, the owner shall purchase and install therein, and thereafter maintain; a good and sufficient culvert pipe so as not to interfere with water drainage in the area.

10. CONSTRUCTION TIME. All dwellings constructed on any lot shall be completed as to

all exterior construction and finish, including completion of all landscaping and seeding or sodding of the lawn and installation of a sidewalk along all frontage lines as required by City of Marion Ordinance and a suitable driveway, within one year after commencement of construction.

11. COMMERCE OR TRADE. No dwelling house, garage or basement shall be used in any manner as a warehouse or storage, manufacturing or processing facility of any goods or property to be sold commercially whether retail or wholesale, nor used commercially by the owner or any other person. No home occupations shall be permitted to be conducted upon any lot. Use of computers and telecommunication devices within any dwelling in support or furtherance of an occupation or business carried on primarily outside the plat shall be permissible. Provided, however, Developer or any builder or sales agency designated by Developer may maintain a sales office on any lot until all lots which Developer or such designated builder or sales agency have an interest have been sold.

12. COMMERCIAL VEHICLES. No commercial vehicles, trucks, trailers, tractors, construction equipment, or other commercial machinery or recreational vehicles shall be placed or permitted to remain upon any lot or road within the subdivision, unless kept completely within the garage of a house; provided, however, such equipment or vehicles actually being used in the construction, erection, maintenance, or repair of a dwelling located on a lot shall be permitted to remain thereon only for such period of time as is necessary to complete the construction, erection, repair or maintenance in progress.

This section shall not apply to vehicles with two axles owned or used by residents within the subdivision for purposes of their employment, such as, but not limited to, pick up trucks, vans or similar vehicles owned by residents for their employment or owned by employers of residents and used by residents for purposes of their employment or for purposes of traveling to and from their place of employment. Notwithstanding anything to the contrary stated in this paragraph 12, no vehicles may be located on any lot unless garaged, which vehicle because of age, content or condition is unsightly and any open bed vehicle shall be suitably covered so as to conceal its contents.

13. WATER SUPPLY AND SEWAGE DISPOSAL. No individual water supply system or individual sewage disposal system shall be permitted on any lot unless such system is located, designed, constructed and equipped in accordance with the requirements, standard, recommendations

of the State Department of Public Health. Approval of such system as installed shall be obtained from the State Department of Public Health, and approval shall also be obtained from such other authorities required by law. If a municipal sanitary sewer system is available to any lot the dwelling thereon shall be connected to such system and the owner of any lot shall be deemed to have agreed to be bound by all sewer use and rate ordinances and to pay all changes provided for by such ordinance or any contract entered between Developer and such municipality.

No sanitary waste from any recreational vehicle or motor home or camper shall be dumped or discharged into the sewer system serving any lot.

14. LEASE RESTRICTIONS. No owners of any lot shall lease and/or sublet less than the whole of any dwelling on any lot.

15. EXTERIOR SURFACE ON DWELLINGS. The visible exterior walls of all dwelling structures shall be made of wood, vinyl, brick, brick veneer and/or stone in any combination. However, at least ninety square feet of the area on the front of the residence shall be masonry material. Windows and doors shall not be included in calculating the total area of visible exterior walls. The Developer may grant such exceptions to this restriction as it deems suitable.

16. FENCES.

a. No fence, wall or solid hedge may be erected, grown or maintained in front of or along the front line of any lot. The side lot line of each corner lot which faces a street shall be deemed to be a second front lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is herein provided for front building lines.

b. Solid wood, or privacy fences, are only allowed starting off the rear corners of the home. They may be no taller than six (6) feet. Fences on a pond are to be no taller than four (4) feet and must be an open style. No chain link fences allowed. No fences over six (6) feet tall.

c. The only fences which will be allowed are split-rail cedar, vinyl, picket, masonry, wood, wrought iron, or other similar quality materials, to be incorporated into the landscaping. Fences surrounding pools must be either decorative black or dark green wrought iron, decorative wrought aluminum, or coated chain link. No fence of any type may be erected without the approval of Declarant or the board of directors.

17. LIGHTING. The subdivision shall have streetlights on all streets or each home shall

install and maintain an outside yard light in reasonable proximity to the driveway and street.

18. DESTRUCTION OF BUILDING BY FIRE, ETC. Any debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly condition. Building permit for reconstruction must be secured within sixty (60) days after destruction in whole or in part of dwelling. Building must begin within thirty (30) days of permit being issued.

19. LANDSCAPING. Upon the completion of a residence on any of the lots the owner thereof, (and the word "owner", as used in this connection, is intended to mean the person(s) who purchase a residence from the builder thereof, and each subsequent purchaser), shall cause the lot owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. The lot and the drainage ditch, if any, contiguous to each lot shall be kept free of weeds by the owner thereof. All landscaping and lawns shall be well maintained at all times. Grass is not to exceed four inches (4") at any given time.

20. GENERAL CONDITIONS.

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one-week. Garbage containers shall not be set out prior to sunset of day proceeding garbage pickup.

b. No house trailers, commercial vehicles, trucks, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any lot, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in The Subdivision, or on any lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer and construction vehicles may be maintained by any builder of new houses, only during the period when new houses are under construction in The Subdivision by that builder. The provisions of paragraph 12 shall control in the event of any conflict of language with it and this paragraph.

c. No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner lots, such laundry shall not be hung so that it will be visible from any street upon which the dwelling fronts or sides.

d. The grade of any lot or lots in the Subdivision may not be changed without the written consent of the Developer or its successor, or the board of directors after Developer has turned enforcement of these covenants and restrictions over to the owner's association. This restriction is intended to prevent interference with the master drainage plans for the subdivision.

e. No "through the wall" air conditioners may be installed on the front or in any front window of any building.

f. No outside compressors for central air conditioning units may be located other than in the rear yard and/or side yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

g. No swimming pool may be built which is higher than one (1) foot above the existing lot grade. No more than ten percent (10%) of a swimming pool's side shall be allowed above a particular lot's grade except as approved by Declarant. All swimming pools shall be located in the rear yard and shall securely fenced to protect against intruders.

h. No prefab fireplace chimneys are to be allowed and no prefab furnace flues are to be visible from the street side on which a residence fronts, but this restriction shall not prohibit prefab furnace flues being incorporated into any dwelling on non-street side of such dwelling.

21. FOX RUN'S PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS. There is hereby created the FOX RUN Property Owners Association ("Association"), which may be incorporated or unincorporated as its membership may determine. Each owner of a lot or combined lots in the plat of FOX RUN shall be a member of the association by virtue of such ownership and shall, subject to covenant numbered 21 herein, be entitled to cast one vote at all meetings so long as all assessments are paid to a current status. The owner or owners of each lot shall be considered as having one vote for each lot owned except that any lot and any other lot which are connected for building or yard purposes with an adjoining whole or partial lot shall be considered as one lot and shall have only one (1) vote. In addition, the Developer shall have three (3) votes for each unsold lot until all lots have been sold.

The purpose of the Association shall be to manage and support financially any common grounds, drainage pond area, street lighting, and such other similar purposes as the membership may deem necessary from time to time. The Association shall also enforce these restrictions and

covenants and whatever other reasonable rules and standards the Association may establish to maintain the harmony and character of FOX RUN Subdivision. The Association shall adopt bylaws for its government and levy and collect dues.

The Association's Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Board or the Association at a regular or special meeting by the vote of members holding seventy-five percent (75%) of the total votes in FOX RUN'S Property Owners Association. The Board shall have the authority to impose reasonable sanctions for violation of any restriction or covenant contained herein or any rule or regulation adopted by the Association's Board of Directors. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common areas until such violation is cured or terminated and any such fine is paid. The Board shall, in addition, have the power to seek relief in any Court for violations or to abate nuisances. However, no sanction may be imposed by the Board without affording the alleged violator reasonable notice of the violation and an opportunity for a hearing as provided in the Association's bylaws. Monetary fines imposed shall be a lien in favor of the Association upon the lot against which it is charged, until paid.

Furthermore, the Association's Board of Directors shall have the power and authority to prevent all construction, additions or alterations, or major landscaping changes in the natural topography, that do not comply with these restrictions and covenants or whatever other reasonable rules and standards the Association may have promulgated in writing, or that would clearly not be in harmony with the surrounding structures or topography. No house, building, mailbox, pool, yard lantern, fence, wall or other structure, or change or alterations to the exterior of a structure or in landscaping shall be commenced, erected or maintained upon any lot nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and

topography by the Board of Directors of the Association, at their sole discretion, or by an architectural committee composed of three or more representatives appointed by the Board. However, if the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the requirements of this paragraph will be deemed to have been fully complied with.

The Association shall have the further right and authority to impose and collect annual assessments for the maintenance, repair and electricity and other utilities used for the operations of and for the maintenance and improvement of the drainage pond area, common areas, street lighting, or such other similar purposes as the membership may determine from time to time. Any such assessment shall be levied equally on each lot in the plat, except combined lots or parts thereof shall be assessed as one lot. The Association may, however, assess a lot owner an additional assessment which is not assessed equally on each lot if the additional assessment for expenses incurred by the association to terminate a violation of these covenants by said lot owner. Failure to pay said assessments or annual dues shall be a violation of these restrictions. Such assessments or dues shall be billed by the Association to the owner of a lot once each year and shall be due and payable within thirty (30) days, and thereafter collectable with reasonable attorney fees, court costs and other cost of collection or enforcement and without relief from valuation and appraisal laws. No such assessment or annual dues shall be levied against any lot while the lot remains in the ownership of the Developer unless a dwelling has been completed on such lot and is occupied as a residence by any shareholder, agent, guest or tenant of Developer. From and after the recording of these restrictions the lots owned by persons other than the Developer shall be subject to said annual dues and assessments and the same shall be a lien in favor of the Associations upon the lot against which it is charged, until paid: provided, however, that no lien shall accrue or be charged against any lot owned by the Developer, unless such lot is subject to payment of dues or assessments as provided in this paragraph. The said lien for payment of dues, assessments, fines and sanctions, is subordinate to any first mortgage lien that may exist upon any lot from time to time. Dues and assessments not initially chargeable to a lot owned by the Developer shall become chargeable at the earlier of (1) the Developer owns no lots in subdivision; (2) five (5) years after recording of these Restrictions and

Covenants; or (3) the Developer transfers the duties of the Association to the Association in a written notice.

Until such time as the Association has organized, established by law, and commenced functioning, its functions and purposes as described herein shall be carried on by the Developer and the annual maintenance fees described and specified herein shall be paid to the Developer of said plat, same to be held in trust or escrow and expended for the same purposes as provided in this Section..

The Association may enforce any other restriction contained in this listing of restrictions, and shall also have the right to acquire and own any lands for use by all of the owners or less than all of the owners as a common ground. Any past due annual dues, assessments or other charges assessable hereunder shall bear interest at the rate of twelve percent per annum after the same shall become due, and same shall be due with attorney fees, court costs and other costs of enforcement or collection, and payable without relief from valuation and appraisal laws.

22. LOTS. Nothing contained in these restrictions shall be construed to prevent the use of two or more lots as a single building site so long as full compliance is made with building location lines as provided herein and all other requirements herein. No lot shall be reduced in size by any method whatsoever, except that lots may be enlarged by combination with one-third or more of an adjoining lot (herein "Combined Lot"). Such adjoining lot so divided for enlargement of adjoining lots shall no longer be available for building, except as part of the next contiguous lot, and the portion so combined shall be considered as a part of the adjacent lot combined therewith, and said Combined Lot shall be treated under these restrictions as a single lot for purposes of building, voting and assessments. In the case of each Combined Lot or portions thereof, any side set-back or building lines shown on the plat shall be disregarded and shall be applicable to the new side lot line created by such combination.

23. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways 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 them at 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 property

lines extended. 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 lines.


24. SEVERABILITY. These restrictions are declared to be severable, and the invalidation of any one or any part of these provisions upon the judgment or order of any Court shall not affect any part of these provisions not so invalidated.

25. PROCEDURE FOR AMENDMENT OF RESTRICTIONS. The provisions of this instrument shall remain in effect until the last day of the calendar year which is twenty-five years subsequent to the year which this instrument is recorded, but upon such date shall be extended without further action for continuous successive periods of ten (10) calendar years, except that during the last year of the first twenty-five year term hereof, and during the last year of any successive ten year period, all persons then having an interest as an owner of land within the plat, and all additions later made thereto, may change the provisions of this instrument in whole or in part, by an instrument amendatory hereto, which shall be effective if signed by the owners of at least seventy five percent (75%) of the lots situate within the plat and all additions later made thereto, with respect to any lot in co-ownership or multiple ownership, such vote shall be jointly cast. Any Combined Lot shall have a total of one (1) vote.

26. SEWER EASEMENTS. In addition to the easements provided for and dedicated elsewhere in this instrument, there shall be a further easement hereby dedicated consisting of all streets shown on the plat and all utility easements shown on the plat, said easement to be for the installation, maintenance, repair or redesign of waste and/or sewage disposal, said easement to extend to and be dedicated to the use of the lot owners in the plat, the Fox Run Property Owners Association created herein, or any municipality or other governmental unit which may at any time acquire jurisdiction over the area with respect to the provision of waste and/or sewage disposal or which enters a contract for collection and/or treatment of such waste or sewage.

Dated this 27TH day of OCTOBER, 2015.

KEN CORPORATION

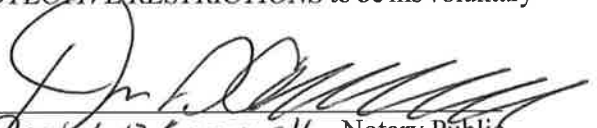
By: 
President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas Marcuccilli an adult, as President of KEN CORPORATION; and acknowledged the execution of the foregoing *FOX RUN DEDICATION, COVENANTS AND PROTECTIVE RESTRICTIONS* to be his voluntary act on behalf of said KEN CORPORATION.

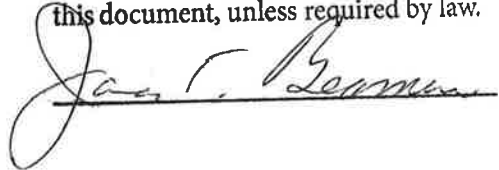
My Commission Expires:
November 6, 2022





David V. Coenue, Notary Public
(Printed Name)
Resident of Allen County, Indiana

I 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.



This instrument prepared by: James T. Beaman, Johnson and Beaman, Attorney at Law, 959 East 4th Street, Marion, Indiana 46952