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**Amended Bylaws**  
**of**  
**Foxchase Condominiums, Inc.\***

\*Original Bylaws recorded in the Office of the Recorder of Allen County, Indiana, on December 7, 1983, as Document Number 83-028119, in Book 6 at Page 85; then amended as recorded on August 26, 1994 as Document 94-050810; then amended as recorded on May 31, 2002 as Document Number 202042879 in Plat Book 6, Page 74; and again amended on August 22, 2012, as Documents Number 2012048205.

Section 1.01. Identification and Adoption. These By-Laws are intended to repeal and replace the original By-Laws adopted simultaneously with the execution of a certain Declaration creating the Foxchase Condominiums Horizontal Property Regime to which the original By-Laws were attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Home of any part of the Property, shall be subject of the Rules and Regulations, and terms and conditions set forth in the Declaration, these By-Laws and the Act. Where there is more than one Owner of a particular residence, only one vote may be cast for that residence, where voting is required pursuant to the terms of these By-Laws. All owners of a given residence shall be referred to herein as "Owner."

**ARTICLE II**

**Meeting of Association**

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-Owners shall be held for the purpose of electing

the Board of Directors (subject to the provisions of Section 3.02), approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held in the month of September of each calendar year. At the annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may be properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of a majority of the Owners. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting, the purpose, or purposes for which the meeting is called, shall be delivered, or mailed by the Secretary of the Association to each Owner no less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast one vote for each Home owned, on each matter before the meeting.

(b) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation may cast the vote to which the corporation is entitled. The Secretary of the corporation or a trustee of the trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the

Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust.

- (c) Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owners shall duly designate his or her attorney-in-fact in writing, and such proxy shall be delivered to the Secretary of the Association prior to the commencement of the meeting.
- (d) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing thirty-three percent (33%) of the vote shall constitute a quorum at all meetings. The term 'majority' of Owners or 'majority of vote', as used in these By-Laws, shall mean not less than fifty-one percent (51%) of the Owners at such meetings.
- (e) Conduct of Annual Meeting. The Chairman of the meeting shall be the President of the Association. The Chairman/President shall call the meeting to order at the duly designated time and business will be conducted in the following order:
  - a. Reading of the Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
  - b. Treasurer's Report. The Treasurer shall report to the Owners concerning financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
  - c. Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.
  - d. Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Those persons receiving the highest number of votes shall be elected.

- e. Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided that such request may be waived at the meeting if agreed by a majority of the Percentage Vote.
- f. Adjournment.

### ARTICLE III

#### Board of Directors

Section 3.01. Board of Directors. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called "Board" or "Directors," and individually called "Director"). The Board of Directors shall be composed of five (5) persons. No person shall be eligible to serve as a Director unless he or she is an Owner or is an agent of the Owner. Directors shall be appointed for a term of three (3) years or until a successor has been duly appointed. A person appointed to fill a vacancy on the Board shall serve for the unexpired term of the Director replaced.

Section 3.02. Officers. The Officers of the Board shall be the President, Vice President, Secretary and Treasurer, each of whom shall be annually elected by the Board, as more fully set forth in Article IV of these By-Laws.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust, or other legal entity then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Home may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.01, the Board of Directors shall be elected at each annual meeting of the Association. The term of at least one (1) Director shall expire annually. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Director. A Director or Directors may be removed with or without cause by a vote of a majority of the Owners at a special meeting of the Owners duly called and constituted. In such case, his or her successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his or her successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Foxchase Condominiums Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Common Areas and the collection and disbursement of the Common Expenses. The duties include, but are not limited to:

- a. Protection, surveillance and replacement of the Common Areas and Limited Common Areas.
- b. Procuring of Utilities used in connection with Foxchase Condominiums removal of garage and waste and snow remove from the Common areas.
- c. Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Common Areas, the exterior of the Buildings and walls.
- d. Surfacing, paving, and maintaining streets, parking areas and sidewalks.
- e. Assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses.
- f. Preparation of the proposed annual budget, a copy of which shall be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered.
- g. Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with the delivery of the annual budget.
- h. Keeping current, accurate and detailed record of receipts and expenditures affecting the Property, specifying, and itemizing the Common Expenses, all records and vouchers shall be available for examination by an Owner at any

time during normal business hours at the office of the designated managing agent.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- a. To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties.
- b. To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors.
- c. To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of Foxchase Condominiums.
- d. To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom.
- e. To open and maintain a bank account or accounts in the name of the Associations.
- f. To adopt, revise, amend and alter from time-to-time reasonable Rules and Regulations with respect with respect to use, occupancy, operation, and enjoyment of the property.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000 without obtaining the prior approval of a majority of Owners, except in the following cases:

- a. Contracts for replacing or restoring portions of the Common Areas or Limited Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.
  - b. Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting;
- and,

- c. Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believe there is insufficient time to call a meeting of the Owners.
- d. Insurance coverage for the Common Areas and Limited Common Areas, as defined in the Declaration.

Section 3.09. Compensation. No Director shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a majority of the owners.

Section 3.10. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least ten (10) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the board. The person calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Allen County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Owners for any error or mistake or judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith, or gross negligence. The Owners all indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the board on behalf of Foxchase Condominiums. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Foxchase Condominiums or the Association, and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to their percentage of the total liability. Every contract made by the Board or the Managing Agent on behalf of Foxchase Condominiums should provide that the Board of Directors and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and shall have no personal liability thereunder, except in their capacity as owners and then only to the extent of their percentage interest. To the extent that the provisions of the Indiana Nonprofit Corporation Act provides a broader indemnification than that permitted under this Article III, then those provisions of Indiana law shall apply.

## ARTICLE IV

### Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board.

Section 4.02. Election of Officers. The Officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside



at all meetings of the Association and of the Board, and shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the owners as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon them by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the association or the Board are duly given, mailed, or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall advise the Board respecting the Association's financial condition and perform such additional duties incident to the office of Treasurer, as may be assigned by the President.

## Article V

### Assessments

Section 5.01. Annual Accounting. Annually, after the close of the Association's accounting year, the Board shall cause to be prepared an audit of all receipts and expenses received, incurred, and paid during the preceding calendar year, which audit shall be performed by the Treasurer or by another person designated by the Board of Directors.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a

proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part, by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting and provided further until the Annual Budget is adopted and the Directors are authorized to collect and expend monies only based on the prior year's budget.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each said Home based on the percentage interest of each Home. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Home (herein called the "Regular Assessment"). The Regular Assessment against each Home shall be paid on the first day of January, April, July, and October. Payment of these quarterly installments of the Regular Assessment shall be made by the Board of Directors; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. Nonpayment of the regular assessment from each Owner by the 9<sup>th</sup> day of the month when such quarterly assessment is due, will cause the Homeowners to incur a late charge of 25% of the overdue amount unless such late charge is waived by the Board of Directors. A late charge may be waived by the Board of Directors only in those instances where the imposition of the late charge would be unreasonable after taking all of the circumstances into consideration.

The Association, by approval of the Board of Directors, may at any time after a delinquency has continued for a period of sixty days, bring an action against the Owner to pay the same and/or to foreclose a lien against the Owner's property. Any officer of the Association is authorized to execute any documents, required to affect such action.

Any such action shall include subsequent unpaid assessments and/or late charges, as well as all costs and expenses including attorney's fees, to collect the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of the Unit.

Section 5.04. Special Assessments. On occasion, Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without approval of the Owners, unless otherwise provide by these By-Laws, the Declaration or the Indiana Horizontal Property Act, the Board of Directors shall have the full right, power, and authority to make special assessments not in excess of \$500.00 per each such occurrence, which, upon resolution of the Board, shall become a lien on each Home, prorated in accordance with the percentage interest of each Home (herein called "Special Assessment").

Section 5.05. Lien for Assessments.

- a. All assessments made, including late charges for unpaid assessments, which are unpaid by an Owner for its share of Common Expenses chargeable to a respective Home, shall constitute a lien on such Home superior (prior) to all other liens and encumbrances, excepting only two:
  - a. All taxes and special assessments levied by governmental and taxing authorities; and
  - b. All liens securing sums due or to become due under any duly recorded mortgage lien deed of trust.
- b. To evidence such lien, the Association may, but shall not be required to, prepared written notice setting forth the name of the Owner of the Home and a description of the Home, with the amount of such unpaid indebtedness, including late charges for unpaid assessments. Such notice shall be signed by one director of the Board of Directors and may be recorded in the Office of the Recorder of Allen County, Indiana. Such lien for the Common Expenses and late charges for unpaid assessments, shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Home by the Association. Any such foreclosure sale is to be conducted in accordance with the provision of

Indiana Law. Each Owner, by accepting a deed to his or her home, expressly grants to the Association a power of sale in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs, and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Home during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the Home at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

- c. The amount of the Common Expenses, along with late charges for unpaid assessments, against each Home, shall also be the debt of the Owner thereof at the time the assessment is made. Suit to recover any money judgment for unpaid Common Expenses may be maintainable without foreclosing or waiving the lien securing same.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his or her own Home, which, if neglected, would affect the value of the Property.

Section 5.07. Mechanic's and Materialmen's Liens. No labor performed or material furnished and incorporated in a Home, notwithstanding the consent or request of the Owner, his or her agent, contractor, or subcontractor, shall be the basis for filing of a lien against the Common or Limited Common Areas owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners and the Associations from and against all liabilities arising from the claim of any lien against the Home of any other Owner or against the Common or Limited Common Areas for construction performed or for labor, materials, services, or other products incorporated in the Owner's Home at such Owner's request.

Section 5.08. Statement of Assessments. Upon the written request of any Owner or any lienholder or prospective lienholder of a Home, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments and late charges, if any, with respect to the subject Home, the amount of the periodic

assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

The purchaser, donee or other transferee of a Home, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Home (herein called "Grantor") for all unpaid assessments including late charges, against the latter for his or her proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such Grantee shall be personally liable only if he or she expressly assumes such liability. The Grantee shall be entitled to a statement by the Board of Directors setting forth the amount of the unpaid assessments and late charges, if any, with respect to the subject Home, the amount of the current periodic assessment and the date such assessment becomes due, as well as any credit for advance prepayments or for prepaid items, including, but not limited to, insurance payments. This statement shall be conclusive upon the Association.

## ARTICLE VI

### Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Home, Common Areas, Limited Common Areas, and the Property shall be applicable to Foxchase Condominiums, in addition to those set forth in the Declaration. These are as follows:

- a. All Homes shall be used exclusively for residential purposes and the occupancy for a single family and their non-paying guests and invitees.
- b. No business shall be conducted in a Home, Common Areas, Limited Common Areas, or on the Property including, but not limited to garage sales, yard sales or the like, auctions, short term or long-term rental of any Home, in-home businesses such as day care, etc.
- c. No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration, or a supplemental Declaration, and

shown on the Plans or plans filed with a supplemental Declaration, without the consent of the Board of Directors.

- d. Nothing shall be done or kept in any Home or in the Common Areas or Limited Common Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in the Owner's Home or in the Common Areas or Limited Common Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- e. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a home, and no sign, awning, canopy, shutter or radio or television antenna or other attachments or thing shall be affixed to or placed upon the exterior walls or roofs of any other parts of any Home, except holiday decorations during the holiday seasons, or ornamental wreaths or similar decorations may be placed on the outside walls of a Home, and when a Home is being offered for sale, a "For Sale" sign may be placed inside the Home in a window. Other exceptions to this provision required approval of the Board of Directors.
- f. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Home or in the Common Areas or Limited Common Areas, except that dogs, cats or customary household pets may be kept in a home, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under a physical leash or in an area encompassed by an "invisible fence" around the immediate perimeter of the Owner's Home, and an Owner shall be fully liable for any damage to the Common Areas or Limited Common Areas caused by the Owner's pet. Pet leavings on the main grounds and walks should be picked up by the pet's Owner and disposed of appropriately. The Board may adopt such other Rules and Regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be

permanently removed from the Property upon ten (10) days written notice from the Board to the respective Owner.

- g. Nothing shall be done or permitted in any Home which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful matter or in any manner to cause a nuisance, annoyance, inconvenience, or damage to other Owners or the Association, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, TV, loud speakers, electrical equipment, amplifiers or other equipment, machines, automobiles or loud persons.
- h. No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas or the Limited Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.
- i. No industry, trade, commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property.
- j. All Owners and members of their families, their guests and invitees, and all occupants of any Home or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such Rules and Regulations as may from time to time be promulgated and issued by the Board governing the operations, use and enjoyment of the Common Areas and Limited Common Areas.
- k. No boats, campers, trailers of any kind, buses, commercial vehicles, mobile homes, motorcycles, minibikes, golf carts or any other unconventional vehicles of any description, or any other sporting paraphernalia, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage, subject to the provision of Article VI, Section 6.01. d. A "commercial vehicle" shall be defined as any motor vehicle

which has an outward appearance of being used in connection with a business, such as where a vehicle has displays and/or commercial lettering or a business logo or has work equipment placed on the vehicle.

- l. No Owner shall be allowed to remove or plant trees, landscape or do any gardening in any of the Common Areas or Limited Common Areas, except with express permission from the Board, said consent not to be unreasonably withheld, except where the gardening is limited to plantings within the mulched or landscaped areas around the Owner's Home.
- m. At the time of initial construction of each Home, there shall be installed a yard light in front of said Home, within twenty (20) feet of the curb of the street abutting said Home, which said yard light shall be maintained as set forth in the Declaration and/or rules and Regulations.
- n. A fifty (50) foot easement for an underground by-pass storm sewer south of and adjacent to the north property line of Foxchase, Phase I, is reserved for the future installation of a storm relief sewer line to be constructed by other parties. Utilities may be installed within and across said easement, but any such utilities must be lowered at the cost of the utilizing utility at the time of construction of said storm relief sewer.
- o. The following designated buildings shown on the site development plan shall conform to these specified elevations above mean sea level: Buildings 1, 2 and 3 – 785.5 feet; Buildings 19, 20, 21, 22 and 23 – 782.5 feet; Building 24 – 782.8 feet; and Building 25 – 783.3 feet.

**Section 6.02. Right of Entry.** An Owner or occupant of a Home hereby grants the right of entry to the Managing Agent or any other person authorized by the Board in case of an emergency originating in or threatening his or her Home, whether the Owner is present at the time or no. In case of emergencies, such right of entry shall be immediate. At other times, any Owner shall permit other persons, when so required, to enter his or her Home for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance, and that such entry is at a time convenient to the Owner.



Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional Rules and Regulations ("Rules and Regulations") regarding the operation of the Property, including, but not limited to the use of the Common Areas and Limited Common Areas, as it may deem necessary from time to time, and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

## ARTICLE VII

### Amendments to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than fifty-one percent (51%) of the Owners in a duly constituted meeting called for such purpose.

## ARTICLE VIII

### Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his or her Home or the Mortgagee shall notify the insurance agent or agency for the Association and shall provide such person or entity with the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the insurance Agent.

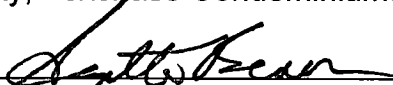
Section 8.02. Relationship to Indiana Nonprofit Corporation Act of 1991. This Corporation is organized under the Indiana Nonprofit Corporation Act of 1991. Except to the extent that these By-Laws specifically address a subject in a manner which is inconsistent with the act, the provision of that Act shall govern the operation and management of Foxchase Condominiums.

The undersigned President and Secretary of Foxchase Condominiums Association do hereby certify that the Bylaws of Foxchase Condominiums, Inc., have been amended by action of this Association at a duly called and held meeting on the 28 day of September, 2021, at which more than fifty-one percent (51%) of the Owners were present in person and by proxy and did then and there adopt resolutions amending the aforesaid Bylaws of Foxchase Condominiums, Inc., by more than fifty-one percent (51%) of the Owners of Homes in Foxchase Condominiums, Inc.

*SEE ATTACHED LIST*

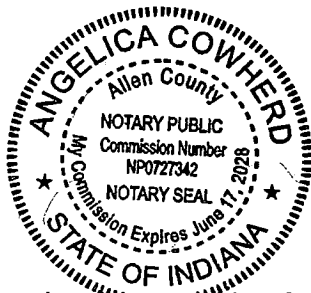
IN WITNESS WHEREOF, we have hereunto executed this document by subscribing our names as the duly elected president and secretary of Foxchase Condominiums Association and of its successor incorporated entity, Foxchase Condominiums, Inc.

  
Dean O. Wenthe, President


  
Suzette Brown, Secretary

STATE OF INDIANA  
COUNTY OF ALLEN

Before me, a Notary Public in and for said County and State, on this 28 day of ~~September~~ 2021, personally appeared Dean O. Wenthe, in his capacity as President of Foxchase Condominiums, Inc., and acknowledged the execution of the above and foregoing Amended Bylaws of Foxchase Condominiums, Inc.



WITNESS my hand and Notarial Seal.

  
Printed name: Angelica Cowherd  
Resident of Allen County  
My commission expires: 06.17.2028

"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." J. Bryan Nugen, Esq.

This instrument was prepared by J. Bryan Nugen, Nugen Law A Professional Corporation 221 South Main Street, P. O. Box 6068, Auburn, Indiana, 46706-6068, (260) 925-3738. [www.nugenlaw.com](http://www.nugenlaw.com)

\* AND SUZETTE BROWN, SECRETARY DET

Attached List

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed this Amendment on the date indicated below.

Lot No. 43  
[Signature]  
(Signature)  
John Bryan Nugen  
(Printed/Typed Name)

Lot No. 24  
David E. Thoma  
(Signature)  
DAVID E. THOMA  
(Printed/Typed Name)

Lot No. 48  
[Signature]  
(Signature)  
Craig S. Welch  
(Printed/Typed Name)

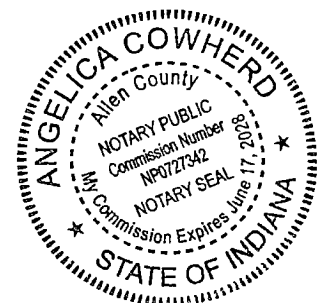
Lot No. 30  
Martha Whitbeck  
(Signature)  
Martha Whitbeck  
(Printed/Typed Name)

Lot No. 9  
[Signature]  
(Signature)  
Suzette M. Brown  
(Printed/Typed Name)

Lot No. 32  
Roy Wilson  
(Signature)  
ROY WILSON  
(Printed/Typed Name)

Lot No. 47  
[Signature]  
(Signature)  
SUSAN DEVOSS  
(Printed/Typed Name)

Lot No. 19  
William Crang  
(Signature)  
William Crang  
(Printed/Typed Name)



Lot No. 33

Nancy Gerow  
(Signature)

NANCY GEROW  
(Printed/Typed Name)

Lot No. 12

James R. Bariler  
(Signature)

JAMES R. BARILER  
(Printed/Typed Name)

Lot No. 31

Jack Dever  
(Signature)

JACK DEVER  
(Printed/Typed Name)

Lot No. 27

Greg LaRocque  
(Signature)

GREG LAROCQUE  
(Printed/Typed Name)

Lot No. 34

Adrienne Noll  
(Signature)

Adrienne Noll  
(Printed/Typed Name)

Lot No. 41

Daniel F. Fulkerson  
(Signature)

DANIEL F. FULKERSON  
(Printed/Typed Name)

Lot No. 13

Joyce Latham  
(Signature)

Joyce Latham  
(Printed/Typed Name)

Lot No. 20

Bruce Fink  
(Signature)

BRUCE FINK  
(Printed/Typed Name)

Lot No. 29

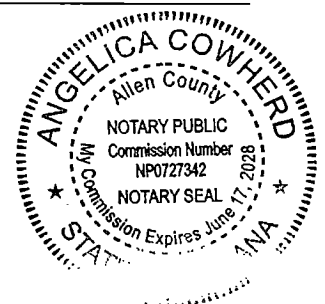
William M. Shinniger  
(Signature)

WILLIAM M. SHINNIGER  
(Printed/Typed Name)

Lot No. 38

Loring K. McCay  
(Signature)

LORING K. MCCAY  
(Printed/Typed Name)



Lot No. 35

Linda M. Wenthe  
(Signature)

Linda M. Wenthe  
(Printed/Typed Name)

Lot No. 45

Marcia E. Cuff  
(Signature)

Marcia E. Cuff  
(Printed/Typed Name)

Lot No. 36

David Hughes  
(Signature)

DAVID HUGHES  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

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(Signature)

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(Printed/Typed Name)

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(Signature)

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(Printed/Typed Name)

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

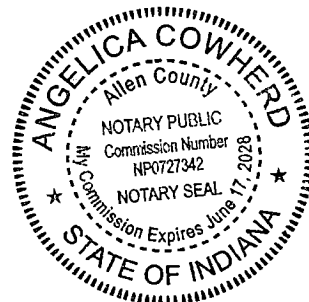
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)



Lot No. \_\_\_\_\_

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(Printed/Typed Name)

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(Printed/Typed Name)

Lot No. \_\_\_\_\_

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(Signature)

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(Printed/Typed Name)

Lot No. \_\_\_\_\_

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(Signature)

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(Printed/Typed Name)

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

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(Signature)

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(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

Lot No. \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

\_\_\_\_\_  
(Printed/Typed Name)

STATE OF INDIANA        )

) SS:

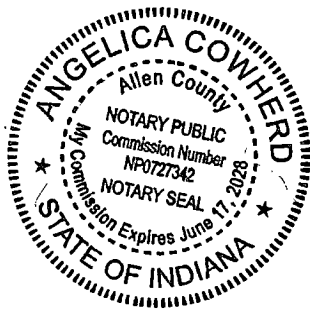
COUNTY OF ALLEN        )

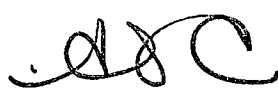
Before me, the undersigned, a Notary Public, in and for said County and State, on this  
28 day of September, 2021, personal appeared Nancy

Aeray, Jack Dyer, Adrienne Hall, Joyce Lathamer, William  
M. Shininghm, James R Barter, Greg LaRaque, Daniel E Folkerson,  
Bruce Fink, Wally K. Macan, John B. Nogen, Craig Walsh, Suzette Brown,  
Susan Devoss, David Thoma, Martha Whitenack, Roy Wilson,  
William Garner, Linda Wantha, Marcia E. Coff, David Hognas

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and acknowledged the execution of the foregoing.



Witness my hand and Notarial Seal. 

Printed Name Angelica Cowherd

Notary Public, Resident of Allen County, Indiana

My Commission Expires: 06-17-2028



# FOXCHASE CONDOMINIUM ASSOCIATION

## BY-LAW AMENDMENT APPROVAL

Special Meeting - July 12, 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 14 2536

Michael S. Weigand  
(Signature)

Michael S. Weigand  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8<sup>th</sup> day of July, 2021, personally appeared Michael Weigand

and acknowledged the execution of the foregoing.



WITNESS my hand and Notarial Seal.

Printed Name: William Rondeau

Resident of Allen County, Indiana

My Commission Expires: 11/05/2022

# FOXCHASE CONDOMINIUM ASSOCIATION

## BY-LAW AMENDMENT APPROVAL

Special Meeting - July 12, 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2606

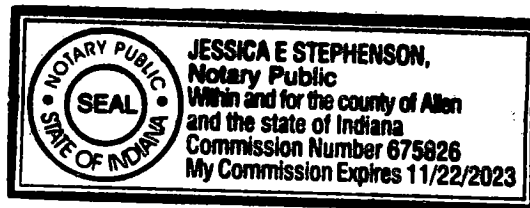
Susan Matteson  
(Signature)

Susan Matteson  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )



Before me, the undersigned, a Notary Public, in and for said County and State, on this 6 day of July, 2021, personally appeared Susan Matteson

and acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Jessica E. Stephenson

Resident of Allen County, Indiana

My Commission Expires: 11/22/2023

JUL 05 2021

JUL 05 2021

# FOXCHASE CONDOMINIUM ASSOCIATION

## BY-LAW AMENDMENT APPROVAL

Special Meeting - July 12, 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 46

Patricia Adsit  
(Signature)

PATRICIA ADSIT  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of July, 2021, personally appeared Patricia Adsit

and acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Duncan Bowie

Resident of Allen County, Indiana

My Commission Expires: 02/03/2029

[Signature]

**DUNCAN BOWIE**  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER NP0731458  
MY COMMISSION EXPIRES FEB. 03, 2029

Foxchase Condominium Association

**FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021**

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2016

Trudy L. Himes  
(Signature)

Trudy L. Himes  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of Sept, 2021, personally appeared Trudy Himes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Meghan A Frazier

Resident of Allen County, Indiana

My Commission Expires: 06-06-2027



Meghan A. Frazier  
Notary Public - State of Indiana  
Allen County  
Commission Number NP0626959  
My Commission Expires  
June 06, 2027

**FOXCHASE CONDOMINIUM ASSOCIATION**  
**BY-LAW AMENDMENT APPROVAL**  
Special Meeting - July 12, 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 16

Nancy Vanlue  
(Signature)

Nancy Vanlue  
(Printed/Typed Name)

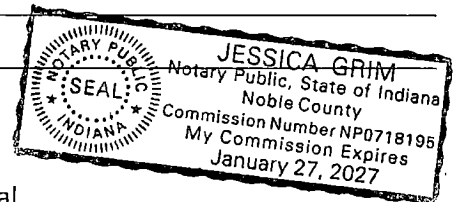
STATE OF INDIANA )

) SS: ,

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12 day of July, 2021, personally appeared \_\_\_\_\_

\_\_\_\_\_ and acknowledged the execution of the foregoing.



WITNESS my hand and Notarial Seal.

Printed Name: Jessica Grim

Resident of Noble County, Indiana

My Commission Expires: Jan 27, 2027

Foxchase Condominium Association

FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2301 Foxchase Run

Lois J. Watkins  
(Signature)

Lois J. Watkins  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of September, 2021, personally appeared Lois J. Watkins  
\_\_\_\_\_  
\_\_\_\_\_ and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Nancy Cochran

Resident of Allen County, Indiana

My Commission Expires: Feb 5, 2023

NANCY COCHRANE  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER 663746  
MY COMMISSION EXPIRES FEB. 5, 2023

**Foxchase Condominium Association**

**FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021**

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 26 (2624)

Willi Breuning  
(Signature)

\_\_\_\_\_  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27<sup>th</sup> day of Sept., 2021, personally appeared Willi Breuning

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Carol Gordy

Resident of Allen County, Indiana

My Commission Expires: November 4, 2021

**FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021**

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2320

Satish R.C. Velagapudi  
(Signature)

SATISH R.C. VELAGAPUDI  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17<sup>th</sup> day of September, 2021, personally appeared Satish Velagapudi

and

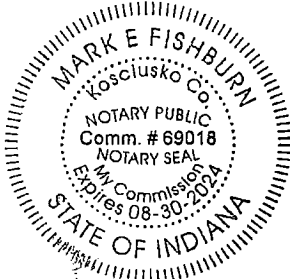
acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Mark E. Fishburn

Resident of Marshall County, Indiana

My Commission Expires: 08-30-2024



Mark E. Fishburn



Foxchase Condominium Association

SEP 27 2021

**FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021**

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2805

Judith Mockenhaupt  
(Signature)

Judith Mockenhaupt  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

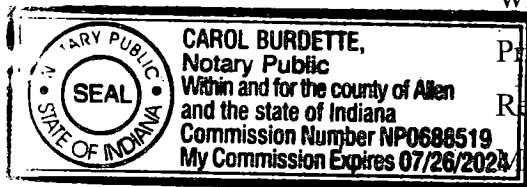
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24<sup>th</sup> day of September, 2021, personally appeared Judith Mockenhaupt

and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.



Printed Name: Carol Burdette

Resident of Allen County, Indiana

My Commission Expires: 07/26/2024

Foxchase Condominium Association

FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021

SEP 28 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. <sup>Lot</sup> 008 2424 Foxchase Run  
Bobbie & Don Weikle (Bonnie)  
(Signature)

Bobbie & Don Weikle (Bonnie) Legal  
(Printed/Typed Name) name

STATE OF INDIANA )

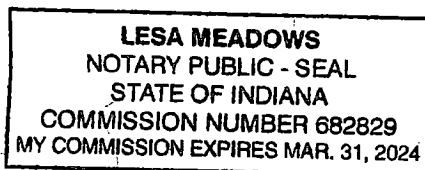
) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27 day of  
September, 2021, personally appeared Bonnie J. Weikle  
\_\_\_\_\_  
\_\_\_\_\_ and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.



Printed Name: Lesa Meadows Lesa Meadows  
Resident of Allen County, Indiana  
My Commission Expires: March 31, 2024

# FOXCHASE CONDOMINIUM ASSOCIATION

## BY-LAW AMENDMENT APPROVAL

Special Meeting - July 12, 2021

OCT 07 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2703 FOXCHASE RUN 46825

William A. Berning Carol M. Berning  
(Signature)

WILLIAM A. BERNING CAROL M. BERNING  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6<sup>TH</sup> day of OCTOBER 2021, personally appeared WILLIAM A. BERNING  
AND CAROL M. BERNING

and acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name:

Resident of Allen County, Indiana

My Commission Expires:

Carolyn J. Skinner  
01-07-2024



CAROLYN J. SKINNER  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires Jan. 7, 2024

# FOXCHASE CONDOMINIUM ASSOCIATION

OCT 07 2021

## BY-LAW AMENDMENT APPROVAL

Special Meeting - July 12, 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 25

*Randy L Anderson*  
(Signature)

RANDY L ANDERSON  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of October, 2021, personally appeared Randy Anderson

and acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Carolyn Shining

Resident of Allen County, Indiana

My Commission Expires: 01-07-2024

Carolyn Shining



CAROLYN J. SHINING  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires Jan. 7, 2024

Foxchase Condominium Association

FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 18 2601 Foxchase Run

Harold L Broberg  
(Signature)

Harold Broberg  
(Printed/Typed Name)

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1<sup>st</sup> day of

October, 2021, personally appeared Harold Broberg

and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name:

Carolyn J. Shninger

Resident of

Allen

County, Indiana

My Commission Expires:

01-07-2024

Carolyn J. Shninger



CAROLYN J. SHNINGER  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires Jan. 7, 2024

Foxchase Condominium Association

FOXCHASE CONDOMINIUM ASSOCIATION  
BY-LAW AMENDMENT APPROVAL 2021

IN WITNESS WHEREOF, the undersigned Owner or Owners have agreed to and signed these Amendments on the dates indicated below.

Home No. 2514

[Signature]  
(Signature)

Theresa Brassch  
(Printed/Typed Name)

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30<sup>th</sup> day of Sept, 2021, personally appeared Theresa Brassch  
\_\_\_\_\_  
\_\_\_\_\_ and

acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal.

Printed Name: Carolyn J. Shining

Resident of Allen County, Indiana

My Commission Expires: 01-07-2024

Carolyn J. Shining



CAROLYN J. SHINING  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires Jan. 7, 2024