

## **RESTRICTIVE COVENANTS OF MUIRFIELD VILLAGE**

Forefront, Inc., as Owner and Developer of Muirfield Village, a subdivision located within the real estate more particularly described on attached Exhibit "A", does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply to their entirety to all of said subdivision:

### **1. Definitions.**

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Jay G. Speckman and Eric H. Tauer, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an Owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Developer" shall mean Forefront, Inc., or its assigns.

D. "Plat or Plats" shall mean the subdivision plat or plats for Muirfield Village, a subdivision in Washington Township, Hendricks County, Indiana.

E. "Development" shall mean and refer to the residential development known as Muirfield Village, which now exists or may hereafter be created within the real estate described on attached Exhibit "A", as and being the same as shall be subdivided by Plat or Plats.

F. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

G. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements" and any other easements referenced on the Plat and all easements of record.

H. "Lot" shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.

1. **"Association"** shall mean the Muirfield Village Property Owners Association which shall consist of all lot owners within the Development.
2. **Land Use.** Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an Owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with drainage easements, and utility easements.
3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence not to exceed three (3) stories in height. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1600 square feet. The total floor area of the main structure of any multi-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 1800 square feet. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple story residences. All dwellings must be erected in accordance with the building set back lines as designated on the Plat.
4. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat, between which lines and the property lines or the street no structure shall be erected or maintained.
5. **Temporary Structures.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding, or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than a one ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot or common areas, as specified in Paragraph 42 below, except within a garage.
6. **Businesses.** No structure of any kind on said real estate shall be used for a primary purpose other than residential, i.e. the carrying on of a business, trade or profession.
7. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 7/12. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed not approved.

Fences are only allowed pursuant to Paragraph 18 herein.

8. **Animals.** No livestock or poultry shall be raised bred or kept upon any Lot, except dogs, cats and other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

9. **Construction and Repair Time.** A dwelling on each Lot shall be commenced under a properly issued building permit. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date of issuance of the building permit.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

10. **Utility Building and/or Barn.** No storage or utility buildings, barns or other outbuildings are permitted.

11. **Signs.** The only signs permitted to be erected or displayed by Lot Owners on their respective lots are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period; a single yard sale or garage sale sign placed by the Owner no more frequently than two (2) days twice a year; a single sign placed by the Owner to advertise the property for sale or rent or to prohibit hunting, trapping or fishing. No signs shall be allowed in Common Areas.

12. **Storage Tanks.** No gas or oil storage tanks permitted.

13. **Recreation.** Swimming, boating, skating, hunting, and trapping are strictly prohibited in this subdivision without permission from the Association.

14. **Water Supply and Sewage Disposal.** No private or semi-private water supply or sewage disposal shall be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, Hendricks County Board of Health, or other civil authority having jurisdiction. Approval of such systems shall be obtained from said authority. If, in the future, public water and sewage disposal facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is also hereby granted to the Hendricks County Plan Commission, its successors or assigns.

15. **Vehicle Parking.** No vehicle of more than one ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

16. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing

all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

17. Nuisances. No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

18. Swimming Pools. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to construction, both the swimming pool and the fence must be approved by the Committee.

19. Crawl Space and Foundation Drains. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any subsurface drain become blocked, partially blocked or damaged with resulting damage to another Lot Owner and/or to the drainage system of any street, the Owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the Developer, or Hendricks County, and shall hold all contractors, engineers, developers, other Lot Owners and said County harmless from any liability.

20. Exterior Antennas and Satellite Dishes. Unless specifically authorized by the Committee, no television, radio or other antennas (larger than 24 inches in diameter) necessary for telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development.

21. Garages and Driveways. All dwellings shall have attached private garages with no less than two (2) and no more than four (4) doors in unusual situations, and of the same architectural design and materials as the house. All driveways must be concrete from their point of connection with the abutting street or road to a point of connection with the garage apron.

22. Exterior Construction. The finished exterior of every building constructed or placed on any lot shall be of material other than vinyl or aluminum siding, rollbrick siding or any other similar artificial material. Colors of homes and improvements are, generally, to be subdued, and compatible with other structures in the immediate area. Before application of material, all exterior, veneer and

roof material and colors will be submitted and approved.

23. Landscaping. It is the responsibility of each lot owner to provide the proper erosion control before, during and after the building of a residence. A final grade and planting seed is required prior to closing and occupancy of the residence upon completion of the construction of the residence or as soon as weather conditions permit, but no later than May 30 of the following spring.

24. Occupancy. No lot owner shall occupy his residence without a certificate of occupancy issued by the Hendricks County Planning and Building Department.

25. Sidewalks. Each homeowner shall be responsible for the installation and maintenance of the sidewalk on his lot to meet the following requirements:  
The sidewalk shall be 2 to 2 1/2 inches higher than the back of the curb; 4 feet wide; 5 feet from the curb; with a 1/4 inch per foot drop toward the curb.

26. Amendments. This Declaration may be amended at any time by the owners of at least two thirds of the Lots in Muirfield Village. Each such amendment must be evidenced by a written instrument signed and acknowledged by the owners or owner concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Hendricks County Recorder's office. As used herein, the term "lot" means a lot depicted on the plat.

27. Gazebos. Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

28. Tennis Courts, Basketball Goals, Racquetball Courts, Paddle Ball Courts, etc. Construction of tennis courts, racquetball courts, paddle ball courts, squash courts and basketball goals etc. are required to be approved by Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

29. Garbage and Other Refuse. No Owners of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, unless Owner complies with all local county ordinances regulating such.

30. Ditches and Swales. It shall be the duty of every owner of every Lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair and to provide for the installation of such culverts upon said Lot as may be reasonable or necessary to accomplish the purpose of this subsection.

31. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-

surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Muirfield Village.

32. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six 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 feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
33. **Basements.** Basements may be constructed in this subdivision but pump ejector system for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required. However, no such wastewater shall be pumped into Muirfield Village by any Lot Owner.
34. **Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.
35. **Gardens.** No garden shall be permitted.
36. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
37. **Play Equipment.** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
38. **Clothes Lines.** No clothes lines will be permitted in this subdivision.
39. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provision of these restrictions, the Developer and/or Association shall have the right but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions.

40. Covenants for maintenance assessments through the Association.

A. Creation of the lien and personal obligation of assessments for maintenance of the roads. Each Owner of a Lot within the Development and each subsequent Owner of a Lot, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of Lot Owners and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the roads and common areas situated within the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additional thereto, and the cost of labor, equipment, materials, management and supervision thereof.

C. Basis and amount of annual assessments. The original annual assessment pursuant to the Covenants of Muirfield Village shall be in the amount of Fifteen and 00/100 dollars (\$15.00) per each lot sold by the Developer, its representatives, or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Muirfield Village Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Muirfield Village Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-third (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in basis and maximum of annual assessments. Subject to the limitations of Section C hereof, and for the periods there in specified, the Association may change the

maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. However, the Board of Directors for the Association may increase the assessment by ten percent (10%) over the immediate preceding year's assessment without assent from the members.

F. Quorum for any action authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in said sections, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Section D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of commencement of annual assessments, due dates. The initial annual assessment, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The assessment for each succeeding year shall become due and payable on the first day of April of each year. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing the assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

I. Effect of non-payment of assessment. The personal obligation of the Owner. The lien. Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property and its then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$25.00 may be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in



such action; and in the event of judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the lien to mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessment which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authorities and devoted to the public use; and (b) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting and Board of Directors. Each owner of a lot in the Development of Muirfield Village shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors which shall consist of not less than three (3) nor more than five (5) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors.

41. Common Areas:

(a) The parcels of land designated on the Plat and the improvements construed thereon are common area (hereinafter Common Area) and shall be owned by Muirfield Village Homeowners Association, (hereinafter Association). Every lot owner shall have a non-exclusive right and easements of enjoyment in common with all lot owners, in and to the Common Area, which shall be appurtenant to and shall pass with title to every lot in the form of a right to and obligation of membership in the association subject to the following provisions:

(1) the right of the Association to promulgate reasonable rules and regulations governing the use of the Common Areas;

(2) the rights of Developer as provided in this Declaration;

(3) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;

(4) the rights of the Association to mortgage any and all of the Common Area, upon the approval of two thirds (2/3) of the membership of each class of members of the Association;

(5) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members; and

(6) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two thirds (2/3) of the membership of each class of members of the Association.

(b) Delegation of Use. Any owner may delegate, in accordance with the By-laws and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth in this Declaration, his or her right of enjoyment of the Common Area to family members, to a lessee, or contract purchaser of his lot or to guests. This does not include access to lake for non-lake lot owners.

42. Dedicated Easements. Each Owner of a Lot in the Development will take his title subject to the rights of utility companies, the Developer, Hendricks County, the Committee, the Association and the other lot Owners in those certain strips or areas of ground designated "utility easement" and "drainage easement" as each appears on the Plat. No permanent or other structures may occupy said easements excepting fences and the facilities for which the easements are reserved. Any structure erected within such an easement may be removed by the easement holder (at the Lot Owner's expense) if necessary for the proper operation and maintenance of the facilities for which the easement is reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

43. Restrictions on Lake Use. All Lot Owners within Muirfield Village, whether or not contiguous to Muirfield Village, shall abide by the following:

(a) No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into the Lake or into any source of stream flowing into the Lake.

(b) No water shall be drained, pumped or drawn from the Lake by any lot owner or owners of the Development Property.

(c) No lot owner shall by any act diminish the volume of the normal flow of any spring or stream which naturally feeds or flows into the Lake.

(d) No lot owner or owners shall commit any act which shall be calculated to or the normal and natural effect of which will in any manner, weaken or impair the strength and

permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the Lake as originally established.

(e) No garbage, sewage, ashes, waste matter, bottles, cans or refuse of any kind be dumped, emptied or thrown into the waters of the Lake. No lot owner or owners shall discharge any slops, effluence, sanitary or other liquid waste or drainage from any lot into the waters of the Lake.

44. **Enforcement.** Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, Forefront, Inc., as Developers of Muirfield Village may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Committee and/or Contiguous Owners Association shall have the right, but not the obligation, by and through its agents and employee contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee and/or Contiguous Owners Association shall be collected in any reasonable manner from the Owner. Neither the Committee and/or Contiguous Owners Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee and/or Contiguous Owners Association, such charge has remained due and payable for an unreasonable long period of time, the Committee and/or Contiguous Owners Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Committee and/or Contiguous Owners Association in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

The Committee assumes no liability, jointly or severally, for decisions rendered pursuant to these covenants.

45. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to change said Covenants in whole or in part.

46. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party, as Developer of the above described subdivision, has hereunto set his hand and seal this 29<sup>th</sup> day of April, 1996.

FOREFRONT, INC.

By: [Signature]  
Jay G. Speckman

By: [Signature]  
Eric H. Tauer

[Signature]  
Ernest C. Hutte

[Signature]  
Dianne G. Hutte

[Signature]  
Stephen D. Pritchett  
(aka S. Duane Pritchett)

[Signature]  
Richard H. Howard

[Signature]  
Nina Howard

[Signature]  
David E. Benedict

[Signature]  
Christina Rose Benedict

[Signature]  
Ronald R. Miner

9600008723  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 04-29-1996 At 03:47 pm.  
COV 33.00  
Vol. 153 Page 759. ~~770~~ 771 *je*

STATE OF INDIANA

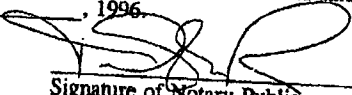
COUNTY OF HENDRICKS

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)SS:  
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Subscribed and sworn to before me, a Notary Public, in and for said County and State,  
this 29<sup>th</sup> day of April, 1996.

My Commission Expires:

1-26-99

  
Signature of Notary Public

County of Residence:

MARION

TERRI MCGAUOCK  
Printed Name of Notary Public



EXHIBIT "A"

PLAT CABINET 3 Slide 21

This instrument was prepared by Amy Comer Broderick, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.  
(L:166b)(f)(covenand)(mairfield)

# AMENDMENT TO RESTRICTIVE COVENANTS OF MUIRFIELD VILLAGE, SECTION TWO

WHEREAS there exists Restrictive Covenants of Muirfield Village, Section Two, as recorded on April 29, 1996 in Miscellaneous Record 153, page 759, in the office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the Undersigned, as owners of at least two-thirds of all lots located within said Muirfield Village; Section Two, Hendricks County, Indiana are desirous of amending said restrictions and protective covenants pursuant to Paragraph 25 of said covenants, as follows:

1. The second paragraph of Paragraph 7 of said Restrictive Covenants of Muirfield Village, Section Two, is hereby amended to read as follows:

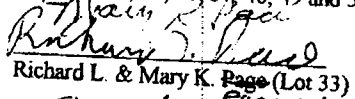
Fences shall be permitted only under the following circumstances:

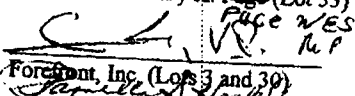
1. In accordance with Paragraph 18 herein; and
2. Fences shall be permitted along the rear property line only for Lots 33, 34, 35, 36 and 37.

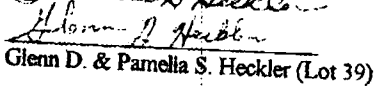
Dated this 29 day of July, 1999

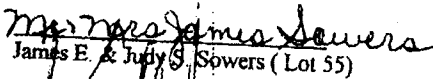


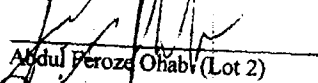
Royal Haven Builders, Inc.  
(Lots 28, 31, 34, 36, 37, 48, 49 and 53)

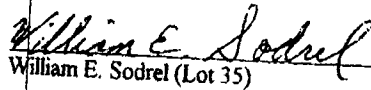
  
Richard L. & Mary K. Page (Lot 33)

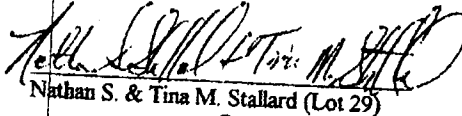
  
Forefront, Inc. (Lots 3 and 30)

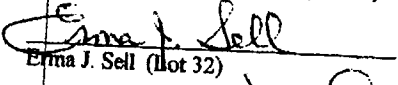
  
Glenn D. & Pamela S. Heckler (Lot 39)

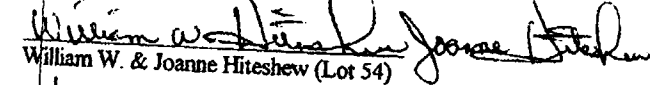
  
James E. & Judy S. Sowers (Lot 55)

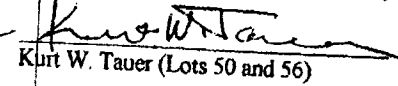
  
Abdul Feroze Ohabi (Lot 2)

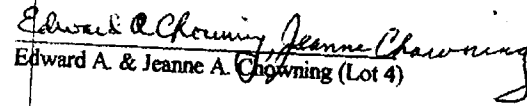
  
William E. Sodrel (Lot 35)

  
Nathan S. & Tina M. Stallard (Lot 29)

  
Erma J. Sell (Lot 32)

  
William W. & Joanne Hiteshew (Lot 54)

  
Kurt W. Tauer (Lots 50 and 56)

  
Edward A. & Jeanne A. Chowning (Lot 4)

199900026983  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 09-14-1999 At 01:50 pm.  
AMEND COVEN 14.00  
OR Book 141 Page 1134 - 1135

243

Mary Swemker - R+N  
R & N Company, LLC (Lot 51)

T. Michael & Linda J. Stailey  
T. Michael & Linda J. Stailey (Lot 52)

Kenneth L. & Kris D. Reed  
Kenneth L. & Kris D. Reed (Lot 40)

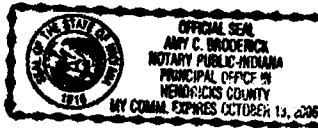
STATE OF )  
                  ) SS:  
COUNTY OF )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this  
14th day of September, 1999.

My commission expires:  
\_\_\_\_\_

Amy C. Broderick  
Signature of Notary Public

County of Residence: \_\_\_\_\_



This instrument was prepared by Amy C. Broderick, Attorney-at-Law, P.O. Box 207, Danville, IN 46122.