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SECOND REVISED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC.
AND MUIR WOODS SECTION TWO ASSN., INC.

CHICAGO TITLE

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SECOND REVISED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC.
AND MUIR WOODS SECTION TWO ASSN., INC.

THIS DECLARATION, made on the date hereinafter set forth by Bay Development Corp., as successor to Aviva, Inc. (hereinafter called "Declarant"), an Indiana Corporation, its successors or assigns, having its principal office at 2102 East 80th Street, Indianapolis, Indiana 46240,

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is more particularly described on Exhibit "A" (subject to certain Easements for utilities servicing the Properties) attached hereto and made a part hereof. The real estate described on Exhibit "A" is hereinafter called MUIR WOODS or "Properties", and

WHEREAS, the subject of this Declaration consists of two Sections. Section One consists of the first of two phases within that Section and shall contain not more than twenty-four (24) attached Dwellings. Phase One of Section Two shall consist of not more than eighteen (18) Lots for detached single family Dwellings and is hereby included in this Declaration. The total legal description of both Sections One and Two are identified in the legal description of said Exhibit "A" and the property that is the subject of this Declaration is Phase One, Section One of Muir Woods consisting of Blocks A through I and containing twenty-four (24) Lots is duly recorded as Instrument 79-62983 in the Office of Recorder of Marion County, Indiana. Further, the property that is subject to this Declaration is Section Two of Muir Woods consisting of Lots 1 through 18, inclusive, in the Replat of Muir Woods, Section Two, recorded as Instrument 81-56507 in the Office of Recorder of Marion County, Indiana. Present plans contemplate a total of one hundred nineteen (119) Lots in both Sections One and Two. However, Declarant reserves the right to increase this number to a total of one hundred thirty-two (132) Lots pursuant to present zoning approvals.

WHEREAS, John Muir Drive shall divide Sections One and Two and any Recreational Common Area or amenities as hereinafter described shall be located in Phase One of Section One, and both shall be owned and maintained by an umbrella association hereinafter defined and described.

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WHEREAS, it is the intent of Declarant that each of the two Sections within the Properties shall have its own Association which shall be designated Muir Woods Section One Assn., Inc. (Section One Assn.) and Muir Woods Section Two Assn., Inc. (Section Two Assn.), respectively, which shall each own the Common Areas within their Section and be responsible for the maintenance thereof by mandatory assessments. Further, an umbrella association designed Muir Woods, Inc. (Muir Woods) shall own the Recreational Common Area and the dividing street between Section One and Section Two, known and designated as John Muir Drive, and the umbrella Association shall establish the budgeting and assessment procedures for the maintenance of John Muir Drive and the Recreational Common Area of which both Section One Assn. and Section Two Assn. shall have the exclusive use and benefit. In addition, Muir Woods shall handle the billing and collection of assessments established by Section One Assn. and Section Two Assn., respectively, as well as such other services that may be agreed upon by them. Where the term "Association" is used in this Declaration without qualification as to a Section therein, it shall be deemed to refer to Muir Woods.

Inasmuch as the Declarant, by this Declaration, is committing only Blocks A through I in Section One and Lots 1 through 18 in Section Two, the annexation of all or any part of the additional territory contained in Section One and Section Two that is included in Exhibit "A" may be automatically included within this Declaration by a simple Supplemental Declaration as executed and recorded by Declarant, and such action shall require no approvals or other action by either the Owners or Board of Directors or the members of Muir Woods, Inc., as hereinafter more particularly defined.

WHEREAS, Declarant intends to develop the Properties in Section One into "Clusters" that will contain Common Area that are owned by an Association designed Muir Woods Section One Assn., Inc. (Section One Assn.) to which the Owner of a Dwelling in the Properties must belong and pay lien-supported maintenance assessments, and

WHEREAS, prior to the conveyance of any Lot in the Properties in Section One to an Owner, the Declarant intends to convey the Common Area designated in the final recorded plats and hereinafter defined as Cluster Common Area within each phase of the Properties in Section One upon which the Lot is located to the Section One Assn. for the common use and enjoyment of the Owners (subject to the terms of this Declaration), which Common Area will be more specifically identified and described in the recorded plats of the Phases of Development, and

WHEREAS, prior to the conveyance of any Lot in Section Two in the Properties, Declarant intends to convey the Common Area that

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are a part of this Declaration or are subsequently included, to the Section Two Assn. for the common use and enjoyment of the Owners subject to the terms of this Declaration, which common areas will be more specifically identified and described in the recorded plat of Section Two, and

WHEREAS, at the time of the conveyance of any Lot in either Section One or Section Two to an Owner, Declarant intends to convey John Muir Drive to Muir Woods, Inc. and to make available the Common Amenities of the Properties for the mutual benefit of both Section One and Section Two Owners, including recreational facilities and other amenities as they are built. At the time of completed development, the entire Properties described in Exhibit "A", excluding the Lots and common area peculiar to Section One and Section Two shall be conveyed without cost or charge to Muir Woods, Inc. as hereinafter defined.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described as Phase One, Section One and Lots 1 through 18 in Section Two (subject to certain easements servicing the Properties) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

Definitions

Section 1. "Declarant" shall mean and refer to Bay Development Corp., its successors and assigns as a Declarant.

Section 2. "Muir Woods" shall mean Muir Woods, Inc. an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Section One Assn." shall mean Muir Woods Section One Assn., Inc., an Indiana not-for profit corporations, its successors and assigns.

Section 4. "Section Two Assn." shall mean Muir Woods Section Two Assn., Inc., an Indiana not-for-profit corporations, its successors and assigns.

Section 5. "Owner" shall mean and refer to the record Owner, excluding Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to easements servicing the Properties) and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Cluster" shall mean an attached housing plan in Section One as approved by the Plats Committee of the Department of Metropolitan Development of the City of Indianapolis. A Cluster includes a group of Lots contained within a Cluster. All area other than the Lot conveyed to an Owner within a Cluster is Initial Cluster-Common Area. Final Cluster-Common Area is those lands remaining in Section One, if any, to be conveyed to the Section One Assn. following platting on the final Cluster in Section One excepting those lands in Section One which are developed with amenities for the benefit of both Section One and Section Two Owners, which lands shall be conveyed to Muir Woods.

Section 8. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Declarant has planned a maximum of seventy-five (75) attached Dwellings in Section One and forty-four (44) detached Dwellings on platted Lots in Section Two. Excepting, however, Declarant has zoning approval for development of one hundred thirty-two (132) Dwellings in the total land area described in Exhibit A, and in the event that Declarant does not annex the additional area in Exhibit "A" that is not included in this Declaration or revises the plan of development thereof, it reserves the right to replat the unannexed areas for a total of one hundred thirty-two (132) Dwellings in the entire land area of Exhibit "A". Each Lot shall contain a single family residential Dwelling with a minimum two-car garage, attached or detached. Each Lot in Section One shall contain an area that exceeds the exterior face of the foundation wall dimensions of the structure by one (1) inch; and shall include the Lot's side of one-half (1/2) of any party wall dividing a dwelling structure on a Lot for any other dwelling structure or Lot. This Final Plat of each Cluster may include for each platted Lot in each Cluster areas specifically reserved for landscape gardening. Building setback lines and Lot sizes shall be depicted upon the plat of Section Two.

Section 9. "Dwelling" shall mean and refer to single family residence erected on a Lot within the Properties.

Section 10. "Common Area" shall mean all the real estate (including improvements thereto) designated as such on the plats of Sections One and Two which shall be owned by the Section One Assn. and Section Two Assn., respectively, for the common use and enjoyment of their Owners. Common Area shall also include the

property owned by Muir Woods for the use and benefit of the Lot Owners.

Section 11. "Limited Common Area" shall mean all the real estate (including improvements thereto) owned by the Section One Assn. but restricted in use to the Lot appurtenant thereto such as patios and driveways, and more particularly identified by designation on the plats which shall be incorporated in this Declaration.

Section 12. "Recreational Common Area" shall mean all the real estate including the recreational facilities erected thereon (such as club house and swimming pool) to be owned by Muir Woods for the use and benefit of all Owners within all of the Properties.

Section 13. "Initial Cluster-Common Area" shall include all the real estate (including improvements thereto), other than Common Area, located within each Cluster of Phase One and Phase Two of Section One as illustrated on the unrecorded Preliminary Plat Documents approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis. Declarant reserves the right to relocate the Lots within each Cluster prior to recording the Final Plat Documents for each Cluster approved by the Plats Committee of the Department of Metropolitan Development of Marion County, Indiana, subject to zoning limitations on the total number of Lots permitted in the entire land area described in Exhibit "A". In the event Declarant relocates the Lots within a Cluster, the description of the Initial Cluster-Common Area shall be adjusted accordingly; provided, however, as each Cluster is recorded, the Common Area and Limited Common Area within the Cluster shall be conveyed to the Section One Assn. prior to the conveyance of any Lot therein.

Section 14. "Final Cluster-Common Area" in Section One shall include all the real estate (including improvements thereto other than Common Area, located within each Cluster) as described on the final plat documents for each Cluster exclusive of Lots. The Common Area shall be available to each Owner as he purchases a Lot and shall be conveyed to the Section One Assn. at the time of the final platting of all Lots in Section One in the development of the Properties (excepting those areas having amenities for the mutual benefit of both Section One and Section Two Owners).

Section 15. "Phases of Development" means that Declarant contemplates the subject Declaration to be the first of two phases of a total two and three unit attached Dwelling community named Muir Woods Section One. In addition, Declarant has caused to be platted Section Two which consists of eighteen (18) Lots in the first phase of construction of detached single family Dwellings. All phases of development shall be placed of record

not later than ten (10) years from date of recording of the first phase of development.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. At such time as Declarant sells a total of sixty (60) Lots in either Section One or Section Two (or a combination of both), there shall be constructed a swimming pool and club house located in Phase Two of Section One which shall be conveyed upon completion, together with the building site and surrounding land designated Recreational Common Area, to Muir Woods for the use and benefit of the Owners of all living units and their families and guests. By approval of seventy-five per cent (75%) of both Class A members (Lot buyers) and Class B members (Declarant) and subject to the approvals of all mortgagees of the Properties and the Federal Housing Administration and Veterans Administration, the swimming pool and club house may be eliminated before the sixtieth (60th) Lot is sold if it is determined that the cost of maintenance is economically unfeasible for the Associations, and such determination shall be evidenced by a recorded supplement to this Declaration executed by Declarant. Also, Muir Woods shall own John Muir Drive separating Sections One and Two (subject to perpetual easements for ingress and egress to Sections One and Two) and shall provide for the maintenance of said Drive, subject to the following provisions:

- a) The right of Muir Woods to suspend the voting rights and right to the use of any Recreational Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- b) 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 agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer, has been recorded;
- c) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in

accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, guests or contract purchasers who reside on a Lot.

Section 3. Parking Rights-Section One. Ownership of each Lot in Section One shall entitle the Owner or Owners thereof to the use of two or more parking spaces, in the area of the common drive immediately in the vicinity of the Lot's garage facility, together with the right of ingress and egress in and upon said parking space. The parking space shall be in addition to the garage space and shall be permanently designated by the Association for the exclusive use of the Owner of the Lot or his guest or invitee. Additional parking spaces may be provided as part of the Common Area for the use of the guests or invitees of the Owners. The Association may restrict the Owners' rights to use any additional parking spaces not specifically designated for the Owner's use.

Section 4. Property Subject to Declaration. The Properties which are, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration are located in Marion County, State of Indiana, and are more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Section 5. Title to Initial Cluster-Common Area. Declarant shall convey the Initial Cluster-Common Area in a Cluster in Section One in fee simple absolute to Section One Assn. at the time of the first conveyance of a Lot in the Cluster, such conveyance to be subject to taxes for the year of conveyance, to restrictions, conditions, limitations and easements of record and public utilities.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment and defined in ARTICLE IV, Section 1, shall be a member of Muir Woods, Inc.

Section 2. Classes of Membership. Muir Woods shall have two (2) classes of membership.

a) Class A. Every person, group of persons or entity, other than Declarant, who is a record Owner of a fee interest in any Lot which is or becomes subject, by covenants of record, shall be a member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of

an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

b) Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each platted and unplatted Lot owned. For purposes of determining voting rights and duties, it shall be assumed there is a total of not more than one hundred nineteen (119) platted and unplatted Lots within the Properties and Declarant shall have the automatic right to plat and record Lots or Clusters not to contain in excess of one hundred nineteen (119) Dwellings without the consent or approval of the Association or any other person, firm or corporation (unless Declarant elects [®] not to annex or revise the plan of development of additional areas contained in Exhibit "A" and more fully explained in ARTICLE I, Section 8). The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

i) Whenever the total votes outstanding of Class A membership equal the total votes outstanding in Class B membership, or

ii) On January 1, 1987, in the event all the Lots have not been conveyed to the Owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, then the Class B memberships shall automatically terminate and become Class A memberships, excepting Declarant shall only be required to pay twenty-five per cent (25%) of the assessments on developed Lots until such properties are occupied as residences.

Section 3. Section One Membership. Every Owner in Section One shall also be a member of Section One Assn. whose function shall be to own and maintain Common Areas in Section One for the mutual use and benefit of Owners therein. Classes of stock and ownership in Section One Assn. shall be held in the same manner as set forth in Section 1 and 2, above.

Section 4. Section Two Membership. Every Owner in Section Two shall also be a member of Section Two Assn. whose function shall be to own and maintain Common Area in Section Two for the mutual use and benefit of Owners therein. Classes of stock and ownership in Section Two Assn. shall be held in the same manner as set forth in Section 1 and 2, above.

Section 5. Comity of Voting Rights. Membership and voting rights as defined in this ARTICLE shall be the same for Section One Assn. and Section Two Assn. and their respective Articles of Incorporation and By-Laws shall accordingly so provide.

ARTICLE IV

Covenant for Maintenance Assessments

Class A and Class B Members

Section 1. Creation of the Lien and Personal Obligation Assessments. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Muir Woods and the Section One Assn. or Section Two Assn., according to where his Lot is located: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

All sums assessed by the Association, Section One Assn. and Section Two Assn., respectively, shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Marion County, Indiana.

Since the annual budget for the Associations will have a deficit until all Lots are platted with Dwellings erected thereon, annual assessments during the build-out period shall be paid to the Association and Declarant shall be financially responsible to pay all deficits in Association expenses until Class B memberships become Class A memberships as described above.

In addition, as each assessment is paid to the Associations, that portion of the assessment allocable to the replacement reserve fund shall be deposited and maintained in a separate

interest bearing account as defined above.

Further, at the time Class B memberships in Muir Woods, Section One Assn. and Section Two Assn. expire, Declarant shall fund each Association with a sum equal to twenty-five per cent (25%) of the budgeted ensuing twelve (12) months' assessments less funds budgeted for capital reserve purposes to create a fund sufficient for the Associations to meet their current obligations as they accrue until current collection of assessments is sufficient to meet current expenses. Declarant, however, shall not be required to pay assessments on Lots until such time as these Lots are platted, Dwellings erected thereon and the Common Area within such plats is conveyed to the Associations and the Associations assume the obligation of taxes, insurance and maintenance.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

It is the intent of this Article that the Association, Section One Assn. and Section Two Assn. shall each establish their respective budgets, but Muir Woods shall collect same and enforce the lien of assessments as to each of the three legal entities. In so doing, Muir Woods shall designate that portion of the assessment applicable to Muir Woods and that portion which is applicable to the Section One Assn. or Section Two Assn., according to which Section the Owner holds title to a Lot.

Section 2. Purpose of Assessments. The assessments levied by the Associations on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the Dwellings situated upon the Properties.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein, shall commence as to all Lots as of date of transfer of title. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to

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every Owner subject thereto. The due dates shall be established by the Board of Directors of the respective Associations. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots with respect to Recreational Common Area, budgeted, assessed and collected by the Association. Annual and special assessments for maintenance and upkeep of Common Area in Sections One and Two shall be fixed at a uniform rate as to each Section by Section One Assn. and Section Two Assn., respectively, it being recognized that Section One assessments will be higher than Section Two assessments because of exterior maintenance and more extensive Common Area. Annual assessments may be paid on a monthly, quarterly or semi-annual basis, but if paid on other than an annual basis, default in the payment of any one installment shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable. ®

Section 5. Maximum Annual Assessment. Until January 1, 1983, the maximum initial annual assessment shall be \$85.00 per month for Section One and \$25.00 per month for Section Two, inclusive of the assessment established by Muir Woods, Inc. For the ensuing three (3) calendar years, because of uncertainties in usual and ordinary Common Area expenses due to rising costs of energy, taxes, insurance and other unforeseeable operating expenses, the Board of Directors of the Associations may increase the assessment by a sum not to exceed twenty per cent (20%) per annum plus any expense for private police security which may become necessary to maintain the privacy and protection of the residents without vote of membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increases shall inure to the benefit of Declarant and the monies received shall be entirely expended on Associations' expense.

a) From and after January 1, 1986, the maximum annual assessment per Lot of each Association may be increased each year without a vote of the membership as provided below on the basis of "The Revised Consumer Price Index - Cities (1957-1959= 100)" (hereinafter called "CPI", published by Bureau of Labor Statistics of the United States Department of Labor. The CPI Number indicated in the column for the City of Indianapolis, entitled "All Items", for the month of

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November of the year preceding the year in which the conveyance of the first Lot to an Owner occurs, shall be the "Base CPI Number"; and the corresponding CPI Number for the month of November of the year in which the conveyance of the first Lot to an Owner shall be "Current CPI Number". The Current CPI Number shall be divided by the Base CPI Number. From the quotient thereof, there shall be subtracted an Integer of One (1); and the resulting positive number shall be deemed to be the maximum percentage that the annual assessment per Lot may be increased above the maximum assessment for the previous year without a vote of the membership. Each succeeding year thereafter, the maximum percentage increase of assessment over the previous year with a vote of the membership shall be determined in a like manner; provided, however, the Current CPI Number of each previous year shall be deemed the Base CPI Number for each succeeding year in the computation of the maximum percentage increase. In the event the actual percentage increase of assessment in any year by the Associations is less than the maximum allowed without a vote of the membership, the difference between the actual percentage increase and the maximum percentage increase may be added to the percentage increase for the following year in determining the maximum percentage increase of assessment allowed without a vote of the membership for such year.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased above the maximum percentage determined in Paragraph a) of this Section 5 by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment per Lot at an amount not in excess of the maximum.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Associations may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Class A members.

Section 7. Notice and Quorum for Any Action Authorized Under Section 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 and 6 shall be sent to all Class A and Class B members not less than

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fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Class A and Class B members or of proxies entitled to cast sixty per cent (60%) of all the votes of the Class A and Class B membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Associations. Any assessment of a Class A or Class B membership not paid within thirty (30) days after the due date shall become delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent (1 1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay same and foreclose the lien against the Lot. The delinquent Owner shall also be liable for the reasonable costs of collection, including court costs and attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Ownership. Ownership of the Common Area in Section One shall vest in the Section One Assn. as each Cluster therein is platted. Ownership of Common Area in Section Two Assn. shall vest prior to the sale of the first Lot in Section Two. Ownership in the Recreational Common Area serving both Sections One and Two shall vest at the time the recreational facilities are completed and title and possession is delivered to Muir Woods, Inc.

As each phase is developed, Declarant shall record a Supplemental Declaration as hereinbefore described annexing and adding such Phase to this Declaration making it a part of the Muir Woods development. Each Owner, by acceptance of a deed to a home, acknowledges, consents and agrees as to each Supplemental Declaration that is recorded as follows:

a) The phase described in each Supplemental Declaration shall be governed in all respects by the provisions of this Declaration.

b) Common Area and Limited Common Area shall automatically be conveyed to the Association, Section One Assn. or Section Two Assn. as hereinbefore provided.

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c) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Lot prior to such recording.

d) Each Owner, by acceptance of the deed conveying his Lot, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Law, and for the purposes of this Declaration and the Act, any changes in the conveyance of additional Common Area and Limited Common Area to the Associations resulting from any Supplemental Declaration and additional platting shall be deemed to be made by agreement of all Owners.

e) Each Owner agrees to execute and deliver such documents as are necessary or desirable to cause the provisions of this paragraph to comply with the law as it may be amended from time to time.

In the event Declarant does not annex to Muir Woods development the additional area or any particular phase thereof, as permitted by this paragraph, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the additional area from any right to be made a part of Muir Woods development; provided, however, any phase for which a Supplemental Declaration has not been filed within ten (10) years from date of recordation hereof, shall automatically be removed from the possibility of becoming a part of Muir Woods development.

f) In the event all or any part of the additional area is not annexed to Muir Woods development, the Owners of that part of the additional area not annexed, their guests, invitees, lessees and agents, and all public and quasi public vehicles, including but not limited to police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right and easement to enter upon John Muir Drive to provide ingress and egress to the additional area; provided, however, the Owner(s) of the additional area shall contribute to the maintenance of John Muir Drive on the basis of the number of Dwellings to be constructed in such additional area as it relates to the total number of Dwellings constructed or to be constructed in the Phases of Development of Muir Woods, Sections One and Two. Such contributions shall commence at the time the developer upon said additional area commences construction.

g) The budget for annual and special assessments applicable only to Sections One and Two, respectively, shall be

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established by the Section One Assn. and Section Two Assn., respectively, and the sole responsibility of the Muir Woods Association shall be the billing, collection and enforcement of such assessments. Budgeting for Muir Woods, Inc. for the Common Area mutually shared by Sections One and Two shall follow the same procedure. For these purposes, Muir Woods, Inc. shall maintain separate books of account of the financial affairs of the Section One Assn. and Section Two Assn.

Section 10. Real Estate Taxes. Real estate taxes are to be separately taxed to each Lot. Real estate taxes upon Common Area and Limited Common Area shall be paid by Declarant until such time as they are transferred in title to the respective Associations which thereafter shall pay such taxes.

Section 11. Utilities. Each Owner shall pay his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the common expenses in each Section unless otherwise agreed by a majority of the Owners of each Section.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this ARTICLE shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Exterior Maintenance - Section One

In addition to maintenance upon the Common Area in Section One, the Association shall provide exterior maintenance for the Dwellings upon each Lot which is subject to assessment hereunder. Excepting such exterior maintenance shall not include glass surfaces, doors and windows. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent act of its Owner, or through the willful or negligent act of the family, guests or invitees of the Owner needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. Any additions, improvements, structures or landscaping authorized by the Declaration, By-Laws and Rules and Regulations of the Association shall be separately maintained by that Owner and not the Association unless otherwise

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agreed to by the Association.

ARTICLE VI

Party Walls - Section One

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling upon Section One of the Properties and placed on the dividing line between the Lots shall constitute a party wall to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this ARTICLE, an Owner who by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to a contribution from any other Owner under this ARTICLE shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE VII

General Provisions

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association (Huir Woods, Inc.), Section One Assn., Section Two Assn., or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages; and the failure or forbearance by the Association, Section One Assn., Section Two Assn. or any Owner to enforce any covenants condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages. The costs of enforcement of covenants shall be borne by Owner violating same together with reasonable attorneys' fees. ®

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights of interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Associations or any Owner subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of recording of this Second Revised Declaration after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a two-thirds (2/3rds) vote of all Class A members of the respective Associations, such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five per cent (75%) of the Owners, and thereafter by an instrument signed by not less than two-thirds (2/3rds) of the Owners. Any amendment must be recorded in the Office of the Recorder of Marion County, Indiana.

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Section 5. Declarant Rights. Declarant reserves the following rights in the Common Areas until all Phases of Development are completed:

a) An easement over and upon the Common Areas and upon lands appurtenant to the Lots for the purpose of completing improvements for which provision is made in this Declaration where access thereto is otherwise not reasonably available;

b) An easement over and upon the Common Areas for the purpose of making repairs required pursuant to this Declaration or contracts of sale made with Lot purchasers;

c) The right to maintain on the Lots or in the Common Area, sales and management offices, model units and advertising signs.

ARTICLE VIII

Mortgagees' Rights

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of any obligation of the Owner under the Declaration, the By-Laws of the Associations or the Articles of Incorporation of the Associations. The request for notification can be made by any mortgagee of a Lot, its successors or assigns. The notification shall be sent not later than the sixty-fifth (65th) day after the occurrence of an uncured default. ®

Section 2. Rights of First Refusal. No first mortgagee, its successor or assigns, of a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment taken in lieu of foreclosure, shall be subject to any rights of first refusal which the Owner may have given to the Associations or other Owners.

Section 3. Rights of Mortgagee. Unless at least seventy-five per cent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) and the Class A members have given their prior written approval, the Associations shall not:

a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Properties or Common Area or improvements located thereon which are owned directly or indirectly by the Associations for the benefit of the Lots. The granting of easements for public utilities or

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for other public purposes consistent with the intended use of the Properties by the Associations shall not be deemed a transfer within the meaning of this clause.

b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.

c) By act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Dwellings, the exterior maintenance of the Dwellings, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.

d) Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost).

e) Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements. ®

Section 4. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the Right to examine the books and records of the Associations.

Section 5. Taxes and Other Charges. First mortgagees of Dwellings may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area or Limited Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common and Limited Common Areas and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees duly executed by the Associations, and an original or certified copy of such agreement shall be possessed by the Owner.

Section 6. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Lot or Owner or any other party priority over any rights of first mortgagees of Dwellings within the Properties pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or Limited Common Area.

ARTICLE IX

Harmony and Environmental Controls

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, in Section One, no building, fence, sidewalk, drive, walk or other structure shall be created, placed, altered or maintained upon the Properties nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), names of general contractor and all subcontractors, and construction schedules shall have been submitted to and received for on the date of receipt by any member of the Architectural Control Committee appointed by the Board of Directors. Approval in writing shall then be obtained from the Architectural Control Committee. Refusal of approval of building plans, plot plan or specifications by said Committee may be based upon any ground, including without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Committee shall seem sufficient. No alterations may be made in such plans or specifications until approval by the Committee is given in writing. One copy of all plans, specifications and related data shall be furnished the Committee for its records. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this ARTICLE will be deemed to have been fully complied with. Notice of disapproval shall be by certified mail, return receipt requested. After the Owners, distinguished from Declarant, control the appointment of the Board of Directors, then the Section One Assn., through its Board of Directors, shall appoint the Architectural Control Committee to exercise the power hereinabove conferred within Section One. Regulations for construction and use for Section Two shall be controlled by an Architectural Control Committee as hereinafter set forth under Section 5 d).

Section 2. Section One Prohibited Uses and Nuisances.
Except for the activities of Declarant during original construction:

a) Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to

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the neighborhood or the other Owners.

b) Livestock and Poultry. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Properties, except that this shall not prohibit the keeping of dogs, cats, cage birds or other unobjectionable domestic pets provided they are not kept, bred or maintained for commercial purposes. Such pets, if kept, may not be outside on the Common Area unless under the direct control and supervision of the Owner.

c) Burning. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot, Common Area or Limited Common Area.

d) Junk Vehicles and Repair. Except as hereinafter elsewhere provided, no junk, unlicensed or disabled vehicle, motorcycle, commercial vehicle, trailer, truck, camper or camp truck, house trailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Section One Assn. may, in the discretion of their Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

e) Garbage and Refuse Disposal. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

f) Vehicle Access and Parking. In order to facilitate the free movement of passing vehicles in Section One, no automobiles belonging to Owners shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

g) Tree Preservation. No trees measuring in excess of six (6) inches in diameter three (3) feet above ground shall be removed from any portion of the Properties without written approval of Section One Assn. acting through its Board of Directors or duly appointed committee.

h) Temporary Structures. Except as may be approved in writing by the Board of Directors of Section One Assn. or its designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the Properties at any time.

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i) Signs. Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, or about any Lot situated upon the Properties unless specifically permitted by a written resolution adopted by the Board of Directors of Section One Assn.

j) Easements. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction of flow of any drainage channels.

k) Garage Doors. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress and egress.

l) Aerials and Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors unless such structure is a part of the basic design of a Dwelling or group of Dwellings.

m) Passes and Permits. There shall be no violation of any rules for the Common Area which may, from time to time, be adopted by the Board of Directors of Muir Woods, Inc. and Section One Assn., as their interests may appear, or promulgated among the membership by them in writing, and the Board of Directors are hereby and elsewhere in the By-Laws, authorized to adopt such rules. These rules shall include a provision that no passes, permits or other authority shall be given by any Owner to any person or persons to utilize the Common Area, Recreational Common Area and amenities which are properties of the respective Associations.

n) Restrictions of Plat. In addition to the foregoing restrictions, all restrictions of the Plat as to the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

o) Land Use. The Properties shall be developed and used only for single family attached or detached residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the Owners of single family Dwellings thereon.

p) Separate Lots. Each Dwelling unit shall be separa-

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tely platted in such a manner as will permit it to be individually sold as a part of a permanent home community.

Section 3. Right of Association to Remove or Correct Violations of this ARTICLE. The Section One Assn. may, in the interest of the general welfare of all the Owners in Section One and after reasonable notice to the Owner, enter upon a Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this ARTICLE, or for the purpose of abating anything herein defined as a prohibited use or nuisance; provided, however, that no such action shall be taken without a resolution of the Board of Directors of Section One Assn.

Section 4. Perpetual Easement for Encroachments - Section One. If any portion of the Common Area shall encroach upon any Lot in Section One, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements in Section One, a valid, perpetual easement for the encroachment and for its maintenance is retained by Declarant for its benefit and for the benefit of the Association and any Owner whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings in Section One, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachment is hereby reserved by Declarant for its benefit and for the benefit of the Association and any Owner whose Lot is affected thereby and shall exist perpetually.

Section 5. Restrictions Upon Section Two. In order to afford adequate protection to all present and future Owners of Lots in Section Two, the following protective covenants are established, each and all inuring to the benefit of each and every Owner in Section Two, their heirs, successors and assigns, and shall be binding upon each grantor, his heirs, successors and assigns.

a) Streets. The streets shall be private streets and not for public use. The streets shall be maintained by Section Two Assn. under budgeting procedures established by Section Two Assn. hereinbefore outlined. Such maintenance shall include, but not be limited to, repair, resurfacing, reconstruction, snow removal and removal of any obstruction of access. The cost of street maintenance and replacement when necessary, shall be determined as set forth in ARTICLE IV.

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b) Land Use. Lots shall be used only for residential purposes. Only one single family Dwelling, a private garage and other such outbuildings usual and incidental to the use of a residential lot may be constructed on a Lot. No portion of any Lot may be sold or subdivided whereby a greater number of Dwellings may be erected thereon which could exceed the total number of Lots platted.

c) Building Control. Prior to construction of any structure upon a lot, the building plans therefor, including plot plans and landscaping and any other data or information which may be requested, must be submitted to and approved by an Architectural Control Committee established by the Section Two Assn.

d) Architectural Control Committee. The Architectural Control Committee consists of three (3) members and shall be initially composed of the following members: Allen I. Sklare, Bruce T. Sklare and Phillip J. Leech.

In the event of the death, disability or resignation of any of the aforementioned members, the remaining member or members are authorized to select the successor or successors to fill the vacancy or vacancies created. A majority of the members of the Architectural Control Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

The Architectural Control Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures and whether the building and property setback lines are in conformity with applicable plat requirements. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a Lot for examination of plans or for giving approval for construction thereon. The purchaser shall receive a signed receipt by a member of the Architectural Control Committee of the date of receipt of plans, which date shall also be endorsed on the front page of the plans. In the event the Architectural Control Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of thirty (30) days after submission, then the plans shall be deemed approved.

e) Dwelling Size. No Dwelling may be constructed on any Lot unless such Dwelling, exclusive of open porches and attached garages, shall have a minimum ground or multiple floor area of thirteen hundred (1300) square feet of living

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area.

f) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a Dwelling, temporary or permanent, nor may any structure of a temporary character be used as a Dwelling.

g) Building Location and Special Easements.

i) No building may be erected between the building line shown on the recorded plat and the front Lot line; and no structure or part thereof may be built or erected nearer than twenty (20) feet to any side yard line. Before construction commences, said grade line shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

ii) All Lots are subject to an "emergency access easement" as shown on the plat, which easement is to be maintained as an unobstructed open area to give access to emergency vehicles. Emergency vehicles and personnel includes police, fire, medical service vehicles and personnel, and any other vehicles or personnel required in an emergency to maintain or protect the life or property of the residents or any other persons.

h) Building Completion. Unless a delay is caused by strikes, war, court injunction or acts of God, any Dwelling built upon any Lot shall be completed within a year after the date of commencement of the building process, after which time Declarant may re-enter and take possession of said Lot, without notice, and sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said Lot at the time of sale.

i) Easements for Drainage, Sewers and Utilities. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of Owners, public utility companies and governmental agencies as follows:

i) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no cir-

cumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant. Said easements are for the mutual use and benefit of all Owners in the Properties.

ii) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the Properties for the purpose of installation and maintenance of sewers that are a part of said system. Each Owner must connect with any public sanitary sewer available.

iii) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. ®

All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

j) Driveways. All Dwelling Driveways shall be constructed with a dust free all weather surface. There shall be no such driveways onto 80th Street or John Muir Drive.

k) Vehicle Access and Parking. Emergency vehicles, including police, fire department and ambulance vehicles, delivery, service and maintenance vehicles shall have a permanent easement for access and use of the streets. The streets shall not be used for parking of any vehicles and no camper, motor home, truck, trailer or boat may be stored on any Lot in open public view.

l) Yard Lights. Each Owner must provide and maintain on his Lot a front yard light which must operate from dusk to dawn. The location, size and type of light are subject to the approval of the Architectural Control Committee.

m) Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than five square feet may be displayed at any time for the purpose of advertising the Lot for sale or rent, or may be

displayed by a builder to advertise the Lot during construction and sale.

n) Fencing. No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building setback line except where such planting is part of the Dwelling landscaping and the prime root thereof is within four (4) feet of the Dwelling. In any case, no fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air; and all fences shall be kept in good repair and erected so as to enclose the Lot or decorate the same without hindrance or obstruction to any other Lot.

o) Vegetation. Owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their Lots reasonably clear from unsightly growth at all times. Failure to comply shall warrant any Owner to cut weeds and clear the Lot of such growth at the expense of the Owner, and such Owner shall have a lien against said Lot for the expense thereof.

p) Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

q) Garbage or Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

r) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, cage birds and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots so that they will not be a nuisance.

s) Tree Preservation. No living tree, whose trunk diameter three (3) feet above the ground exceeds six (6) inches, may be removed without prior approval of the Architectural Control Committee. Any tree removed in violation of this provision shall carry an assessment of Five Hundred Dollars (\$500.00) per tree payable under conditions outlined under the sections on Assessments hereinbefore set forth.

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t) Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or Dwelling so that they are completely concealed from public view.

u) General Provisions. The foregoing restrictions may be amended at any time by the Owners of at least two-thirds (2/3rds) of the Lots subject to such restrictions, provided that the Owners cannot diminish or eliminate their responsibility to maintain the streets as required by the first covenants set forth above; and provided further that regardless of the expiration date of these covenants set forth hereafter, the "access easements" provided for above shall remain in existence as long as there are Lots being served by such easement. Each such amendment must be evidenced by a written instrument signed and acknowledged by the Owner or Owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's Office. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until December 31, 2007, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners, it is agreed that these covenants shall terminate in whole or in part.

v) Private Streets. All streets in Muir Woods, Section One and Section Two are private streets to be owned and maintained by the Owners through the assessment procedures hereinbefore set forth. Such streets are not subject to public maintenance by the City of Indianapolis unless by agreement of its Department of Transportation all or a part of such streets are altered or improved to the standards determined by this Department.

All streets depicted upon the plats of Muir Woods shall be constructed to the widths designated thereon with eight (8) inches of compacted crushed aggregate and a three (3) inch surface of asphalt.

ARTICLE X

Enforcement

The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Declarant, the Owners their heirs, successors and assigns, who are entitled to such relief without being required to show any damage of any kind, by or through any

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such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns. In the event of a judgment for violation of any covenant or restriction, the plaintiff shall be entitled to recover his costs laid out and expended together with reasonable attorneys' fees.

ARTICLE XI

Severability

Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

ARTICLE XII

Successor Declarant

This Second Revised Master Declaration supercedes and nullified a certain Revised Declaration of Covenants, Conditions and Restrictions recorded January 23, 1981, as Instrument 81-04292 in the Office of the Recorder, Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of JULY, 1982.

Bay Development Corp., as successor to Aviva, Inc.

By: *Allen I. Sklare*

Allen I. Sklare, President

Attest: *Miriam P. Sklare*

Miriam P. Sklare, Secretary

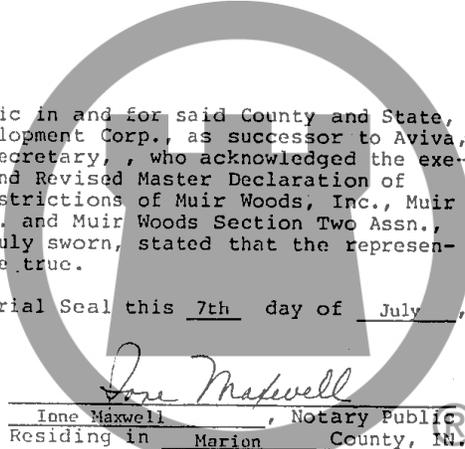
82 36983

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bay Development Corp., as successor to Aviva, Inc., by its President and Secretary, , who acknowledged the execution of the foregoing Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc., and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of July, 1982.

My commission expires:
April 6, 1985

A circular notary seal for Irene Maxwell, Notary Public, Marion County, IN. The seal contains the name 'Irene Maxwell' in a cursive script.
Irene Maxwell, Notary Public
Residing in Marion County, IN.

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

file 3170
code MUIR-10

82 36983

EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 89 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 89 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way line of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way line on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 49 seconds West from the radius point of said curve; thence South 00 degrees 53 minutes 48 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way line of old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.

**RULES &
REGULATIONS**

44.50
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RECEIVED FOR RECORD
90 APR 10 PM 3:20
MADISON COUNTY RECORDER

CHICAGO TITLE
MUIR WOODS SECTION ONE

HOME OWNERS ASSOCIATION

MISCELLANEOUS TELEPHONE NUMBERS

EMERGENCY NUMBERS

Horizon Management 571-1022
24 Hour Emergency 571-1022
* * * * *
Ambulance (Washington Township) 356-6366
Fire (Washington Township) 356-6366
POISON INFORMATION (800)382-9097
Sheriff 633-5151
(DO NOT CALL 911)
* * * * *
Department of Public Works (Sewer) 353-2111
Cablevision (Comcast) 353-2225
Citizens Gas & Coke Utility 924-3311
Emergency 924-3311
Indiana Bell 556-4200
Repair 556-4000
Indianapolis Power & Light 261-8222
Emergency 261-8111
Indianapolis Star & News 633-1240
Carrier's Number
Indianapolis Water Company 631-1431
Weather/Time 222-2362
Post Office 1300 E. 86th St., Nora 252-4798
* * * * *

DOCTOR _____
DENTIST _____
HOSPITAL _____

900033711

DIRECTORY OF HOMEOWNERS

<u>NAME</u>	<u>UNIT</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
ANDREWS, John & Marcia	AA2	2226 Calaveras Way	253-0695
ASHLEY, Linda	R1	8163 Frisco Way	(unlisted)
ATKINSON, Richard & Barbara	HH1	8154 Frisco Way	251-1889
BETTIS, Byron & Martha Ann	D1	2204 Van Ness Place	251-2738
BERGMAN, Peter	S1	8177 Frisco Way	255-2942
BOGER, Dr. Robert & Betty	C1	2305 Van Ness Place	259-7977
BRADY, James; ALLISON, Amy	W2	2346 Calaveras Way	257-1794
BROWNING, Donald & Dorothy	R2	8159 Frisco Way	257-7827
BUSH, Brendalee	BB1	2219 Van Ness Place	255-1293
CALLAHAN, Joan	D2	2208 Van Ness Place	251-4799
CARLTON, James	J1	2247 Frisco Place	253-7726
COMBS, Lynn	O1	2343 Frisco Place	254-1118
CUSHING, Allan & Delores	I1	8005 Van Ness Way	257-5027
DAVIS, Ruben & Gloria	T1	8191 Frisco Way	253-2868
DEROSIERS, Raymond & Shirley	L1	2329 Frisco Place	257-1670
DUCHEMIN, John (Jack)	U1	2416 Calaveras Way	251-8040
EGGERT, Mary	GG1	8176 Frisco Way	255-7231
ENGLE, Sandy	K2	2311 Frisco Place	251-9528
ERVIN, Joan	HH2	8158 Frisco Way	251-4454
FOWLER, Jane	B2	2223 Van Ness Place	253-3017
FOX, Mary Frances	W2	2342 Calaveras Way	257-5515
GAUS, Laura	FF2	2315 Calaveras Way	253-4897
GEZINSKI, Phillip & Anna	V2	2406 Calaveras Way	257-6152
GILLETTE, David & Wendy	Q2	8147 Frisco Way	253-7774
GODFREY, Brian & Julie	BB2	2215 Van Ness Place	255-8683
GOSLING, Craig & Gretchen	F1	8015 Van Ness Way	255-8594

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<u>NAME</u>	<u>UNIT</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
GREEN, Kenny; TRAUB, Ellyn	Y1	2314 Calaveras Way	259-8014
GREEN, Dr. Morton	P2	8133 Frisco Way	253-7766
GURNIK, Greg; KERNAL, Julie	X1	2328 Calaveras Way	254-1317
HADDEN, Claude	G2	8019 Van Ness Way	253-0606
HALTEMAN, Robert & Carolyn	CC1	8033 Van Ness Way	255-3444
HARRISON, James & Ann	I3	8047 Van Ness Way	253-5000
HIDER, Rosie	CC2	8027 Van Ness Way	253-3656
HILLIKER, Clair & Patricia	V1	2402 Calaveras Way	259-4121
HOLLAND, Theodore & Helen	O2	2346 Frisco Place	259-1234
HUFNAGEL, Oscar & Mary	K1	2315 Frisco Place	253-3938
HUGHETT, Bill & Margaret	L2	2325 Frisco Place	255-0465
JACKSON, Ruth	Z1	2236 Calaveras Way	257-1966
KAYE, Carolyn A.	S2	8173 Frisco Way	251-4925
LAPILLE, Patrick & Francine	H2	8037 Van Ness Way	259-7850
MCKINLEY, John & Betty	P1	8037 Frisco Way	255-6081
MITCHELL, Leroy & Esther	E3	2224 Van Ness Place	257-5205
NEWGENT, Dick & Jerri	KK1	2238 Frisco Place	257-4610
PAPPAS, Gilbert & Joan	DD2	2223 Calaveras Way	255-3308
PERCHER, Martin & Donna	DD1	2227 Calaveras Way	253-2539
PRYOR, Dr. Richard & Hermine	JJ1	2306 Frisco Place	251-3422
RADDATZ, Roger & Kay	GG2	2339 Calaveras Way	257-8786
RENEE, Jolie	Y2	2318 Calaveras Way	259-1902
RHEINGROVER, Edward	JJ2	2310 Frisco Place	257-8442
RICHARDSON, Mary & Susan	KK2	2242 Frisco Place	257-2410
RIDDLE, John & Ellen	M2	2339 Frisco Place	253-5857
SCHAFFER, Ronald & Sandra	J2	2243 Frisco Place	251-1243
SCHNEIDER, Joan	AA1	2222 Calaveras Way	254-8005

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<u>NAME</u>	<u>UNIT</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
SERRA, Robert & Delores	U2	2420 Calaveras Way	255-1980
SHIELDS, Marynelle	EE1	2305 Calaveras Way	251-7007
SHIMEK, Judy	EE2	2237 Calaveras Way	259-4567
SHUMAN, Harriet	E1	2214 Van Ness Place	257-4579
SKINNER, Robert & Jacqueline	B1	2227 Van Ness Place	251-2335
SMITH, Pamela	FF1	2319 Calaveras Way	257-6261
SNYDER, Jenny	A2	2207 Van Ness Place	255-4157
SOMES, Jean	W1	2332 Calaveras Way	251-4407
STEWART, Dr. Andrew & Diane	M1	2343 Frisco Place	251-8836
STOTT, Martha	T2	8187 Frisco Way	255-5161
TILLMAN, Dr. Paul & Ruth	I2	8051 Van Ness Way	251-4353
TROST, Frank & Pat	F2	8011 Van Ness Way	253-4295
TYLER-ORR, Hugh & Susan	H1	8041 Van Ness Way	259-8179
WALKER, Paul	II2	8144 Frisco Way	253-9817
WEBSTER, Sue & Lois	II1	8140 Frisco Way	259-4761
WEISEL, Jack & Barbara	A1	2211 Van Ness Place	253-7376
WIRTHLIN, Robert & Alma	G1	8023 Van Ness Way	257-7846
WOODS, Robert & Marjorie	E2	2218 Van Ness Place	253-8300
WOODWORTH, Emily	Z2	2304 Calaveras Way	257-4870

VACANT AS OF 15 SEPTEMBER

2301 Van Ness Place

8151 Frisco Way

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PREFACE

PURPOSE: Condominium residents live in close proximity and share in the use of common areas and facilities, therefore a resident's right to do as he or she pleases must yield to the higher right, that of the condominium community or association as a whole, making it necessary for all residents to respect the rules and regulations of the condominium society.

Each homeowner is a member of Muir Woods Section I Association by virtue of his/her condominium ownership. The purpose of the Association is to provide for the maintenance, repair/replacement, safety, administration and operation of the property.

MUIR WOODS

FACILITIES: Muir Woods, Section I, was completed as a condominium community in 1988. Phase I consists of 11 clusters (2-3plex and 9-2plex units) on 24 lots. Phase II consists of 25 clusters, all 2plex, on 50 lots. Our present community consists of 74 [®] condominiums. There are no playgrounds - or other areas suitable for recreational facilities.

CHICAGO TITLE

RULES AND REGULATIONS

The Board of Directors, under its authority in the Articles of Incorporation, By-Laws and the Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods Section One Association, Inc., adopt the rules and regulations which follows for the maintenance, conservation and beautification of the Muir Woods Condominiums and for the health, comfort, safety and general welfare of it's residents.

EFFECTIVE DATE: 8 JULY 1987
FIRST AMENDED: 7 AUGUST 1989

The Muir Woods Section I Board shall execute and record with the Marion County, Indiana Recorders Office a Notice of Muir Woods Section I Rules and Regulations. The Board of Directors shall update the Rules and Regulations by amended notices.

A copy of the published Rules and Regulations, the Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods Section I By-Laws and Articles of Incorporation may be obtained from the management company.

The President and Secretary, by amended notices, shall keep the information in such Notice current. ®

AUTHORITY: Article VII By-Laws
Article VII Master Declaration
Article II Articles of Incorporation

CHICAGO TITLE

MUIR WOODS SECTION I
HOMEOWNERS ASSOCIATION, INC.

Each homeowner is a member of Muir Woods Section I Association by virtue of his/her condominium ownership. The purpose of the Association is to provide for the maintenance, repair, replacement, administration and operation of the property. This is a not-for-profit Association. The Association is governed by a Board of Directors consisting of seven members, who are elected for terms of two to three years by the homeowners at an annual meeting held in October of each year. The Board of Directors elects a functioning President, Vice-President, Secretary and Treasurer for a term of one year. No member of the Board of Directors receives remuneration for his/her services.

MEETINGS

The Association Annual Membership Meeting is scheduled the first Wednesday of October with prior notification to each homeowner.

Special meetings of the members may be called as required and in accordance with the By-Laws.

The Board of Directors will meet the first Thursday of every January, April, July, and September or more often if needed to transact Association business. If you have a specific concern, please communicate, in writing, to the Board who will take a prompt course of action and advise you.

Any homeowner may review past official minutes by contacting the Secretary. Routine distribution of minutes will not normally be made.

BOARD OF DIRECTORS

The Board of Directors has a vested interest in the quality of living as well as the complex as a whole. Our objective is to:

1. Maintain a uniform and attractive appearance for the complex as a whole.
2. Maintain the value of the individual units to the homeowners.
3. Establish and maintain communications with all members, addressing their individual and collective concerns.

PRESIDENT	OSCAR HUFNAGEL	259-8179
VICE PRESIDENT	EMILY WOODWORTH	257-4870
SECRETARY	ED RHEINGROVER	257-8442
TREASURER	JOHN MCKINLEY	255-6081
MEMBERS	CLAIR HILLIKER	259-4121
	HUGH ORR	259-8179
	DONNA PERCHER	253-2539

CHICAGO TITLE

COMMITTEE CHAIRMEN

ARCHITECTURAL CONTROL BUILDINGS	OSCAR HUFNAGEL	253-3938
FINANCE	JOHN MCKINLEY	255-6081
GROUNDS/ROADS	CLAIR HILLIKER	259-4121
NOMINATING	HUGH ORR	259-8179

We believe it is important for each one of us to realize that we all own a portion of the common area and that the "Association" is not a separate entity. We would like to encourage a participative spirit among all members. Please feel free to communicate with the Board of Directors. Your input is encouraged as well as your participation as members of the committees.

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MONTHLY MAINTENANCE FEE

The condominium concept dictates that all capital and operating funds be derived from the homeowners. This creates the necessity for monthly maintenance fee charges. These funds are used to maintain the common properties such as streets, lawns, insurance premiums on common areas and structures, hiring of miscellaneous labor, management fees, exterior maintenance of dwellings, trash removal, snow removal, etc. Maintenance fees are required by law to be prorated on the basis of the initial developed unit value. A copy of the current Operating Budget is on pages 9 and 10. The Operating Budget is set up to cover a twelve month period, as presented and as approved at the annual meeting of the homeowners. Note that this Operating Budget, as funded by the monthly maintenance fees, provides for regular and normal maintenance services.

Your regular monthly maintenance fee check should be made payable to: Muir Woods Section One, Inc.

Mail your check in the envelopes provided by the management company to:

Horizon Management
PO Box 20586
Indianapolis, IN. 46220

The maintenance fee is due on the first day of each month and is past due on the fifteenth day of each month.

MAINTENANCE & INSURANCE

The Association is responsible only for the exterior maintenance of your condominium and the common area. Those items which were a part of the original construction at the time of closing, such as decks and screened-in porches under the continuous roof line, normally are Association responsibilities; however, screen wire replacement is a homeowner expense.

The interior is the homeowners responsibility with regard to in-structure plumbing, painting, appliances, windows, screens, etc.

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MANAGING AGENT

The By-Law provides that the Board of Directors will retain a management company to handle the day to day affairs of the Association, operating under the supervision of the Board of Directors.

It's function is to receive all monies coming to the Association, keep records, make all disbursements for the Association, hire and direct necessary employees, work with the Board of Directors on various matters pertaining to Budget, maintenance, execution of contracts, work with legal counsel in the filing of liens, defend lawsuits, etc., and provide for exterior maintenance of the buildings and common area.

MANAGEMENT COMPANY

HORIZON MANAGEMENT, INC.
8555 RIVER ROAD
SUITE 190
INDIANAPOLIS, IN. 46240

TELEPHONE: 571-1022



PROPERTY MANAGER: MS. JEANNINE JAROS

CORPORATION PRESIDENT: MR. MICHAEL SIDEBOTTOM

The management company is open Monday through Friday 8:00 AM to 5:00 PM. The telephone lines are answered 24 hours a day, seven days a week for emergencies.

ASSOCIATION EMPLOYEES AND MANAGEMENT COMPANY

Residents shall not direct, supervise or in any manner attempt to assert any control over the employees of the management company or contractors.

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MUIR WOODS SUB-CONTRACTORS

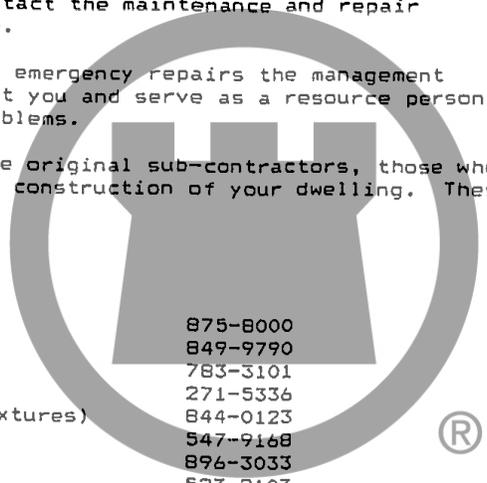
Muir Woods was originally developed by Bay Development Company with subsequent buildings being erected by Jonathan Gunstra Company.

Each homeowner is free to contact the maintenance and repair company of his/her own choice.

If you desire assistance with emergency repairs the management company will attempt to assist you and serve as a resource person to solve your maintenance problems.

The following is a list of the original sub-contractors, those who were directly involved in the construction of your dwelling. These may also be of some help.

ADI Appliances	875-8000
Hessions Plumbing	849-9790
Airtron Heating & Air	783-3101
Bill Trent Electric	271-5336
Romar Lighting (light fixtures)	844-0123
Barbee Carpet (flooring)	547-9168
Barbee Carpet (ceramic)	896-3033
Nukitchen Cabinets	523-2103
Godby Brothers (heating & air cond.)	248-0383
Earl Gray & Sons (plumbing)	422-8066



CHICAGO TITLE

900033711

MUIR WOODS SECTION ONE
1990 BUDGET SUMMARY
(Amended)

INCOME:	1989 BUDGET	PROJECTED 1989 ACTUAL	1990 BUDGET	MONTHLY COST PER HOME
Maintenance Fees	\$89,682.00	\$89,278.00	\$ 97,458.00	\$109.75
Interest - Operating	900.00	1,342.00	-0-	-0-
TOTAL INCOME	\$90,582.00	\$90,620.00	\$ 97,458.00	\$109.75

EXPENSES:

Management Fees	8,436.00	7,942.00	7,104.00	8.00
Postage & Printing	400.00	835.00	300.00	.34
Legal & Professional	1,200.00	1,000.00	1,100.00	1.24
Misc. Administrative	-0-	650.00	200.00	.23
Electrical Repair	-0-	200.00	200.00	.23
Exterior Bldg. Repair	2,000.00	4,400.00	3,000.00	3.38
Roof Repair	-0-	600.00	1,000.00	1.13
Walks/Streets/Drives	1,000.00	1,850.00	3,200.00	3.60
Trash Removal	3,600.00	2,940.00	-0-	-0-
Snow Removal	2,600.00	2,600.00	2,600.00	2.93
Tree/Shrub Replacement	4,350.00	5,820.00	1,750.00	1.97
Tree/Shrubs New	-0-	1,100.00	2,000.00	2.25
Tree/Shrub Treat/Removal	-0-	2,050.00	2,400.00	2.70
Lawn Mowing	11,500.00	13,000.00	15,000.00	16.89
Lawn Care-Treatment	5,000.00	7,045.00	5,000.00	5.63
Lawn Maintenance	3,300.00	3,000.00	1,500.00	1.69
Pest Control	-0-	460.00	600.00	.68
Misc. Maintenance	300.00	425.00	300.00	.34
Electricity	350.00	400.00	400.00	.45
Water Hydrants	900.00	850.00	850.00	.95
Insurance	12,000.00	9,800.00	9,800.00	11.04
Income/Property Taxes	2,700.00	4,600.00	4,600.00	5.17
Operating Contingency	3,000.00	1,800.00	2,000.00	2.25
Replacement Reserve	27,946.00	27,946.00	32,774.00	36.91
Interest Income Operating			(222.00)	(.25)
TOTAL EXPENSES	\$90,582.00	\$101,313.00**	\$97,458.00	\$109.75

1990 Monthly Fee Muir Woods Section I \$109.75
1990 Monthly Fee Muir Woods Inc. \$ 5.25
Total 1990 Monthly Payment \$115.00

** See Attached Sheet

900033711

MUIR WOODS, SECTION ONE
 REPLACEMENT RESERVE
 BASED ON 74 HOMES

	Estimated Cost (Per Unit)	Estimated Life (Years)	Cost (Per Unit/ Per Month)
PAINTING	\$ 1,100.00	5 yrs-60 mos.	\$18.33
ROOFS (REPLACE)	1,000.00	15 yrs-180 mos.	5.56
SIDING/TRIM	1,300.00	20 yrs-240 mos.	5.42
GUTTERS	300.00	20 yrs-240 mos.	1.25
CONCRETE APRONS	325.00	15 yrs-180 mos.	1.81
RESURFACE DRIVES	200.00	10 yrs-120 mos.	1.66
RESURFACE STREETS	23,000.00	9 yrs-108 mos.	2.88

\$36.91

CHICAGO TITLE

900033711

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MUIR WOODS INC.
1990 BUDGET SUMMARY

<u>INCOME:</u>	1989 <u>BUDGET</u>	PROJECTED 1989 <u>ACTUAL</u>	PROPOSED 1990 <u>BUDGET</u>
Maintenance Fees	\$6,612.00	\$6,669.00	\$7,369.20
Interest -Operating	-0-	-0-	-0-
TOTAL INCOME	\$6,612.00	\$6,669.00	\$7,369.20

EXPENSES:

Management Fees	1,531.00	1,450.80	1,474.20
Legal & Professional	200.00	200.00	300.00
Misc. Administrative	125.00	125.00	200.00
Street Maintenance	600.00	600.00	700.00
Snow Removal	600.00	547.58	700.00
Lawn Mowing	300.00	300.00	350.00
Lawn Care-Treatment	100.00	100.00	120.00
Entry Maintenance Supplies	300.00	300.00	400.00
Real Estate Taxes	50.00	26.00	50.00
Entrance Sign Replacemnet Reserve	-0-	-0-	400.00
Operating Contingency Reserve	676.00	676.00	700.00
Replacement Reserve	1,630.00	1,630.00	1,975.00
TOTAL EXPENSES	\$6,612.00	\$6,455.38	\$7,369.20
Income over (under) expense	\$ 0.00	\$ 213.62	\$ 0.00
Fee per unit/month	\$4.75	\$4.75	\$5.25
Increase 1990 over 1989			\$.50

CHICAGO TITLE

ARTICLE I

SALE AND LEASING OF MUIR WOODS SECTION I CONDOMINIUM
UNITS AND INFORMATION ON OCCUPANCY AND OWNERSHIP

- A. Statement of Sale or Leasing. Before finalizing an agreement with a potential purchaser/lessee, any unit owner selling or leasing a Muir Woods Section I unit shall furnish the Association's management company with a statement signed by the owner and the prospective purchaser/lessee containing the following information:
1. Identifying the unit.
 2. Name(s) of the seller/lessor.
 3. Name(s) of the purchaser/lessee.
 4. Names and ages of all persons who will occupy the unit.
 5. Whether the purchaser/lessee will reside in or lease the unit.
 6. Stating that the purchaser/lessee has read the rules and regulations and agrees to abide by same.
- B. Occupancy and Ownership. Each unit resident homeowner is required to inform the Association's management company of any change in name, mailing address, or telephone numbers at work and at home of occupants within the unit. Telephone numbers of owners and residents will only be used in connection with the maintenance and operation of the property and in the enforcement of the rules and regulations.
- C. Enforcement Policy.
"See Article IX"

CHANGE IN OWNERSHIP/LEASE
MUIR WOODS, SECTION I

OWNER NAME: _____

ADDRESS: _____

HOME #: _____ WORK #: _____

BUYERS NAME: _____

ADDRESS: _____

HOME #: _____ WORK #: _____

CLOSING DATE: _____ ®

LESSEE NAME: _____

ADDRESS: _____

HOME #: _____ WORK #: _____

DATE & TERM OF LEASE: _____

CHICAGO TITLE

PLEASE FILL OUT AND RETURN TO:

HORIZON MANAGEMENT
8555 RIVER RD. #190
INDIANAPOLIS, IN 46240

11(A)

900033711

ARTICLE II

ARCHITECTURAL CONTROL

- A. In order to establish and preserve the harmony of the external design of Muir Woods, homeowners are not permitted to alter, change or modify the original construction of buildings. No alterations may be made in such plans or specifications until approval is given in writing. Such items as fences, sidewalks, exterior color, awnings, poles or trees and shrubs which constitute any major planting or revision of landscaping are within the preview of Article IX Section 1 of the Master Declaration of Covenants, conditions and restrictions.

Any future cost to repair or maintain the addition/improvement will be at the sole expense of the homeowner affected. Any structural change or addition may cause the insurance of the Association to increase, whether it be increased value or liability; therefore, the homeowner must advise the Association insurance carrier with information copies to the Board of Directors.

- B. The architectural committee, as appointed by the Board, is concerned for the welfare and safety of the residents and how construction may affect the harmony and value of the external design. Your request to the Board for any items which encroach on or into the common area will be objectively reviewed and formally approved or disapproved by the Board.
- C. Each of us must realize that when items are added to the common area the cost for subsequent work such as mowing, fertilizing, trimming, etc. may cause the provider to raise his cost estimate to reflect this added labor requirement.
- D. The following are examples of prohibitions and/or controlled items which must be presented, in writing, for approval or disapproval.

1. Landscaping and planting (trees, shrubs, bushes or vines)
2. Porches, new decks, including screening and lattice work.
3. Exterior color change
4. Awnings, tents, canopies, shutters
5. Permanent benches, wood piles
6. Saunas, hot tubs, pools
7. Childrens' play areas, poles, basketball goals
8. Window air-conditioners, fans
9. Towers, poles or antenna, disks
10. Any other decorations or utilitarian equipment or accessory.

A file of all requests, either approved or disapproved, will be maintained for Board use.

ARTICLE III

LATE FEE ASSESSMENT PROCEDURE

Whereas the Board of Directors has established a policy regarding Late Payments, the following procedure has been implemented in the collection of homeowners' regular assessments effective January 1, 1990.

- A. Assessment fees are due in the office of the management company on the first day of each month.
- B. Late notices will be sent on the 15th day of each month on all past due accounts. A \$25.00 late charge will be added to any delinquent account with a one months past due balance on the 15th day of each month, and on the 15th day of each month thereafter.
- C. If payment is not received at the Management Company Office by the 15th of the following month a registered "Intent to File Lien" notice will be sent to the late pay owner. Then, if payment is not received within 10 days of the receipt of this formal letter, a lien will be filed against the property in question.
- D. When a maintenance fee becomes 60 days past due, a claim will be filed in Small Claims Court. All filings and any court and legal costs will be charged to the delinquent homeowner.
- E. There will be a \$25.00 charge for the checks returned as a result of non-sufficient funds.

CHICAGO TITLE

ARTICLE IV

PETS

- A. Keeping of pets (dogs, cats, caged birds or other unobjectionable domestic pets) is permitted providing they are not kept, bred or maintained for commercial purposes. However, such pets, if kept, may not be outside on the common area (lawns, streets, etc.) unless under the direct control and supervision of the owner (on leash or carried by owner).
- B. Disturbance or Nuisance. If any pet is creating a nuisance, causing a disturbance, or damages common/grassy areas, its owner can be ordered by the Board and/or the Management Company to remove the offending pet from the premises at the owners expense.
- C. Pets Outside Their Units. Pets shall be on a leash or carried at all times when outside and shall not be left unattended. Pets must not be allowed to wet on any plant life, vehicles, or structures on the property. Pets owners must pick up their pet's feces immediately after deposit by the pet. In no event shall a pet be tied or staked in common areas.
- D. Responsibility. Any resident housing a pet assumes full responsibility and liability for personal injury or property damage caused by their pet. The Association, Management Company, their agents, and employees are not responsible for any liability arising from allowing the pets to reside or use the common areas within Muir Woods Section I. ®
- E. Penalty. If three written complaints are received on a pet, the Board and/or the Management Company will have the right to levy a fine. The fine will be determined on an individual basis by the Board based on the nature of the violation. In addition, the Board of Directors may ask that the pet be permanently removed from the property.
- F. Unattended Animals. The Municipal Dog Pound is authorized by the Board of Directors to enter the Property and pick up all unattended animals after receiving a call from either the Board of Directors or the Management Company.

ARTICLE V

PARKING, VEHICLES AND STREETS

- A. Resident Parking. Appurtenant to each condominium unit is the right to use a certain designated parking area located in the driveway area adjacent to that dwelling unit and more particularly indicated on the plans. The number of vehicles which may be parked in such an area by any Owner shall not exceed the number of automobiles for which such Owner's garage space is designated. No Owner shall park any vehicle on a recurrent or permanent basis in any location other than in his garage or his designated driveway.
- B. Guest Parking. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invites of any Owner, which shall be located only upon the streets, or established parking areas. Owners should caution guests not to park on grassed areas. All residents are responsible for the actions of their guests and have the duty to see that guests obey these rules and regulations.
- C. Speed Limits. Speed limit on John Muir Drive is posted at 20 MPH. Speed limits on Van Ness Place, Van Ness Way, Frisco Place, Frisco Way and Calaveras is 15 MPH.
Careful defensive driving is expected by all residents and their guests. Residents are reminded that children are now living in Muir Woods, also many residents use our streets for walking.
Horn blowing, rapid acceleration, and screeching of tires are prohibited in all areas of Muir Woods.
- D. Vehicle, Restrictions and Repairs. No boats (of any style or type), campers, trailers of any kind, buses, mobile homes, Recreational Vehicles, trucks (any size), motorcycles, mini bikes, or any other unconventional vehicle or conveyance of any description shall be kept upon the properties (except in enclosed garages) nor shall the repair or extraordinary maintenance of automobiles or other conveyances be permitted at any time.
- E. Towing. The Board, its agents, and/or the Management Company may have any vehicle violating these rules, towed from the premises and stored at the expense of the vehicle owner.

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ARTICLE VI

COMMON AREAS

- A. Landscaping. Landscaping is to be approved by the Architectural Control Committee in order to have continuity in the area. This requested landscaping is then required to be taken care of by the homeowner. No vegetable gardens are permitted.

Watering. The watering of the lawn, trees and shrubs in common areas adjacent to your property is urged by all Association Members. Beautification of your area reflects on all of us. Your attention is directed to ARTICLE V of the Master Declaration of Covenants, Conditions and Restrictions with regard to this subject.

Inaccessible areas for homeowners will be watered by Horizon Management people, from fire hydrant taps, with the Association being billed accordingly.

The Board of Directors will monitor homeowners' grass areas (near homes) to assess who, if any, are not complying with the watering policy. Those not complying will be notified by Horizon Management Company that they are in violation of policy; and they may be assessed for the cost of the Association having it done for them.

- B. Green Areas. No litter or personal property shall be left in this area. Nothing shall be done in this area which is detrimental to the plant life or sod.

- C. Landscape Responsibilities of Homeowners. Homeowners are responsible for the care, watering, and trimming of all foundation plants, shrubs, bushes, ornamental tree, ground cover, evergreens and flowers. Foundation plants that are planted in the area near the front entrance, the area between the walk and the dwelling and the strip of ground between the driveways are considered to be the homeowners responsibility. Those plantings (trees, shrubs, etc.) which have been approved for planting, by the homeowner, in the common area must also be maintained in the same manner as all other plantings. If these plants are not well watered and maintained or become overgrown and unsightly, the individual will be reminded and the Association will authorize the Management Company to care for the plant and the homeowner will be billed for this expense.

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ARTICLE VII

CHILDREN

- A. Parents Responsibility. Parents are responsible for their children's activities in the common area including all streets. Parents are specifically requested not to allow their children to skate, ride bikes, or play on John Muir Drive except to get back and forth. Children are not to jump the speed bumps on John Muir Drive. There could be an accident, and parents could be held responsible for negligence.
- B. Play Safety. Parents please counsel your children about play safety. They may ride their bicycles on the streets, but with due caution. Noise should be held to a low level. The Association Common Area belongs to all of the owners and is not to be used as a playground. Grass, trees, shrubs, flowers, etc., must not be disturbed. Other dangerous areas which children must avoid are patios, culverts and the main standpipe drain in the area at the south end of the south bowl. Electrical and CATV Boxes also must not be play items.
- C. We would further encourage parents to remind children of the necessity for the observing and respecting the privacy of homeowners.
- D. Remember, your children and all children visitors are subject to all of the other rules and regulations not contained in this Article.

CHICAGO TITLE

ARTICLE VIII

MISCELLANEOUS

A. Snow Removal. Snow will be removed from streets and driveways at a two-inch accumulation or more. At that time, the following factors will be considered concerning removal: time of day, how much additional snow is expected, and how hard the wind is blowing. The contractor cannot remove around parked cars, so please park in your garage whenever possible. Snow removal is on an as-required basis but pertains only to streets and driveways. Sidewalks/porch snow removal is the responsibility of the homeowner.

B. Trash Removal. The Association provides for trash removal every Friday. Trash may be set out in closed containers and/or securely tied in plastic bags the evening before. Trash bags or containers should be set on your driveway and not on the grass.

It is the owners responsibility to clean up all scattered trash whether caused by the wind, pets, or other animals. Please dispose of food scraps by using closed containers. Containers must be moved back into the garage on the same day as pick-up.

C. Noise or Disturbances. "No trade or business shall be carried on in the area, and no offensive or obnoxious activity [®] is permitted which is or may become an annoyance or nuisance to any other homeowner.

D. Signs. No sign of any character shall be erected, posted or displayed upon, or about any condominium dwelling or common area unless specifically permitted by a written resolution adopted by the Board of Directors.

E. Garage Doors. Garage doors are to be kept closed except when entering or departing from the garage or when doing maintenance work.

F. Wood Stacks. It should be unobtrusively and neatly stacked to permit a free flow of air on all sides, top and bottom of the pile. This means all firewood should be off the ground several inches and not lean or rest against any other wooden or soft material; thus, not against the building.

G. Outside Light Replacement. Outside lighting bulb replacement for garage and/or porch is the responsibility of the homeowner and not the Association.

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ARTICLE VIII

MISCELLANEOUS (continued)

- H. Security. We do not provide a Security force at Muir Woods, therefore, we urge everyone to look out for each other. If you observe questionable people or happenings, do not hesitate to call the Marion Counter Sheriff's Department, 6333-5151.

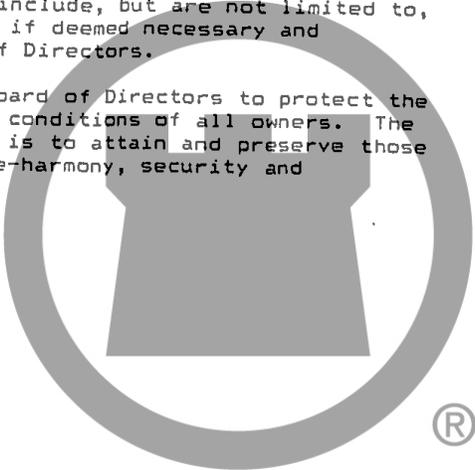
We are not covered by 911.

- I. Garage Sales. Garage sales are prohibited at all times. The Board of Directors, with majority vote, may give permission for the Association to hold an all-resident garage sale. Written request must be made to the Board of Directors four (4) weeks prior to the sale and homeowners must be notified and invited to participate.
- J. Sympathy Flowers. Remembrance flowers will only be sent to Muir Woods Section I homeowners who are currently residing in Muir Woods.
- K. Plumbing (Outside). Be sure to remove your garden hose at first indication of freezing. Shut off water supply, if applicable, to outside faucets and drain.
- L. Hoses. Those hoses which are left outside in the warmer months, either should be on a reel, an off ground hanger or coiled in the homeowner's flower area. ®
- M. Declaration and By-Laws. These rules and regulations are supplemental to those contained in the Code of By-Laws.
- N. Complaints or Suggestions. Complaints or suggestions should be made in writing and mailed to the supervisory staff of the Management Company. Complaints not acted upon in a satisfactory manner by the Management Company, within a reasonable amount of time, should be sent to the President of the Homeowners Association.

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ARTICLE IX
ENFORCEMENT POLICY

- A. Any violation of the published rules and regulations is subject to various degrees of enforcement by the Board of Directors and Muir Woods Section One. Enforcement of the Rules and Regulations can include, but are not limited to, fines and/or court actions if deemed necessary and appropriate by the Board of Directors.
- B. "It is the desire of the Board of Directors to protect the property values and living conditions of all owners. The constant goal of the Board is to attain and preserve those qualities we all appreciate-harmony, security and friendship."



CHICAGO TITLE

ARTICLE X
WAIVER AMENDMENT

- A. **Waiver.** The failure of the Board or Management Company to enforce any rule or regulation will not waive its right to do so during the continuance or reoccurrence of said violation.
- B. **Amendment.** The Board reserves the right to amend, modify, or repeal any of these rules and regulations or to adopt supplemental rules and regulations when necessary.

Adopted by the Muir Wood Section I Homeowners Association Board of Directors on August 7, 1987.

Andrew J. Stewart
President
Andrew J. Stewart

Oscar E. Hufnagel
Vice President
Oscar E. Hufnagel

Hugh F. Orr
Secretary
Hugh F. Orr

John S. McKinley
Treasurer
John S. McKinley

James D. Harrison
Member
James D. Harrison

WITNESSED BY:

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Robert S. Wirthlin
Member
Robert S. Wirthlin

Jeanine Jaros
Jeanine Jaros

Clair Hilliker
Member
Clair Hilliker

Michael Sidebottom
Michael Sidebottom

State of Indiana
County of Marion
Subscribed to and sworn to before me, a Notary Public in and for said County and State, this 21st day March, 1990.

Prepared by: James Harrison Attorney At Law

Stacie Greig Kiesel Notary Public
Stacie Greig Kiesel
My commission expires 1-18-92.
Marion County, Indiana.

BY-LAWS
OF
MUIR WOODS, INC.

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REGORDER-MARION CO.
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ARTICLE I

Name and Location

The name of the Corporation is MUIR WOODS, INC., (hereinafter referred to as the "Association"). The principal office of the Corporation shall be located at 2102 East 80th Street, Indianapolis, Indiana 46240, but meetings of members and directors may be held at such places within the County of Marion, State of Indiana, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Declarant shall mean and refer to Bay Development Corp., its successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to MUIR WOODS, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record Owner, excluding Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to easements servicing the Properties) and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Cluster" shall mean an attached housing plan in Section One as approved by the Plats Committee of the Department of Metropolitan Development of the City of Indianapolis. A Cluster includes a group of Lots contained within a Cluster. All area other than the Lot conveyed to an Owner within a Cluster is Initial Cluster-Common Area. Final Cluster-Common Area is those lands remaining in Section One, if any, to be conveyed to the Section One Assn. following platting on the final Cluster in Section One excepting those lands in Section One which are deve-

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loped with amenities for the benefit of both Section One and Section Two Owners, which lands shall be conveyed to Muir Woods.

Section 6. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Declarant has planned a maximum of seventy-five (75) attached Dwellings in Section One and forty-four (44) detached Dwellings on platted Lots in Section Two. Excepting, however, Declarant has zoning approval for development of one hundred thirty-two (132) Dwellings in the total land area described in Exhibit A, and in the event that Declarant does not annex the additional area in Exhibit "A" that is not included in this Declaration or revises the plan of development thereof, it reserves the right to replat the unannexed areas for a total of one hundred thirty-two (132) Dwellings in the entire land area of Exhibit "A". Each Lot shall contain a single family residential Dwelling with a minimum two-car garage, attached or detached. Each Lot in Section One shall contain an area that exceeds the exterior face of the foundation wall dimensions of the structure by one (1) inch; and shall include the Lot's side of one-half (1/2) of any party wall dividing a dwelling structure on a Lot for any other dwelling structure or Lot. This Final Plat of each Cluster may include for each platted Lot in each Cluster areas specifically reserved for landscape gardening. Building setback lines and Lot sizes shall be depicted upon the plat of Section Two. ®

Section 7. "Dwelling" shall mean and refer to single family residence erected on a Lot within the Properties.

Section 8. "Common Area" shall mean all the real estate (including improvements thereto) owned (or to be owned) by the Associations of Owners as defined in the Declaration for the common use and enjoyment of the Owners. Common Area shall include the "Initial Cluster-Common Area" and the "Final Cluster-Common Area" as hereinafter defined in Sections 11 and 12, respectively, as well as all of the real estate not included within any Cluster. Any Common Area not heretofore conveyed to the Associations shall be conveyed by the Declarant to the Associations for the common use and enjoyment of the Owners at the time of conveyance of seventy-five per cent (75%) of all Lots in Muir Woods to the Class A Owners, at which time the Common Area shall mean and be referred to as the "Final Common Area."

Section 9. "Limited Common Area" shall mean all the real estate (including improvements thereto) owned by the Section One Assn. but restricted in use to the Lot appurtenant thereto such as patios and driveways, and more particularly identified by designation on the plats which shall be incorporated in the Declaration.

Section 10. "Recreational Common Area" shall mean all the real estate including the recreational facilities erected thereon (such as club house and swimming pool) to be owned by Muir Woods for the use and benefit of all Owners within all of the Properties.

Section 11. "Initial Cluster-Common Area" shall include all the real estate (including improvements thereto), other than Common Area, located within each Cluster of Phase One and Phase Two of Section One as illustrated on the unrecorded Preliminary Plat Documents approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis. Declarant reserves the right to relocate the Lots within each Cluster prior to recording the Final Plat Documents for each Cluster approved by the Plats Committee of the Department of Metropolitan Development of Marion County, Indiana, subject to zoning limitations on the total number of Lots permitted in the entire land area described in Exhibit "A". In the event Declarant relocates the Lots within a Cluster, the description of the Initial Cluster-Common Area shall be adjusted accordingly; provided, however, as each Cluster is recorded, the Common Area and Limited Common Area within the Cluster shall be conveyed to the Section One Assn. prior to the conveyance of any Lot therein.

Section 12. "Final Cluster-Common Area" in Section One shall include all the real estate (including improvements thereto other than Common Area, located within each Cluster) as described on the final plat documents for each Cluster exclusive of Lots. The Common Area shall be available to each Owner as he purchases a Lot and shall be conveyed to the Section One Assn. at the time of conveyance of seventy-five per cent (75%) of all Lots in the Properties if not previously conveyed.

Section 13. "Phases of Development" means that Declarant contemplates the subject Declaration to be the first of two phases of a total two and three unit attached Dwelling community named Muir Woods Section One. In addition, Declarant has caused to be platted Section Two which consists of eighteen (18) Lots in the first phase of construction of detached single family Dwellings. All phases of development shall be placed of record not later than ten (10) years from date of recording of the first phase of development.

Section 14. "Declaration" shall mean and refer to the Second Revised Declaration of Covenants, Conditions and Restrictions of Bay Development Corp., applicable to the Properties, recorded in the Office of Recorder, Marion County, Indiana.

Section 15. "Articles" shall mean and refer to the Articles

of Incorporation of Muir Woods, Inc.

ARTICLE III

Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven (7) o'clock P.M. If the day for the annual meeting of the Members is a legal holiday or week end, the meeting will be held at the same hour on the first day following which is not a legal holiday or week end.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A and Class B memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the Secretary. Every proxy shall be revokable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of eight (8) Directors, who are all members of the Association, excepting the initial Board of Directors shall consist of three (3) members.

Section 2. Term of Office. At the time of conversion of the Class B member to a Class A member as defined by the Declaration and the Articles, the members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, two (2) Directors for a term of three (3) years, and two (2) Directors for a term of four (4) years; and at each annual meeting thereafter the members shall elect Directors to replace those whose terms are expiring. Four (4) Directors shall be selected for the staggered terms from the nominations of the Muir Woods Section One Assn., Inc. and the remaining four (4) from the nominations of the Muir Woods Section Two Assn., Inc. Thereafter, as Directors' terms expire, replacements shall equally be selected by nominations from Section One Assn. and Section Two Assn. ®

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

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Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors.

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the Recreational Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) suspend the voting rights and right to use of the Recreational Common Area and amenities of a member during any period in which such member shall be in default in the payments of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) exercise for the Association, all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be prepared an annual financial statement of its financial expenditures and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by more than fifty per cent (50%) of the Class A members who are entitled to vote;

b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, excepting where assessments are fixed by the Muir Woods Section One Assn. or Muir Woods Section Two Assn., more fully defined and described in the Declaration;

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) purchase a master casualty policy affording fire and extended coverage in an amount consonant with the full replacement value of the improvement that in whole or in part comprise the Common Area and Recreational Common Area in the total Properties, and Limited Common Area and Dwellings in Section One, paid as part of the common expense, with premiums equitably allocated to the Owners in Section One and Section Two as their interests may be. The Board of Directors, in behalf of the Owners, through the Association, shall also purchase a master liability policy in an amount required by the By-Laws or revised from time to time by a decision of the Board of Directors, which policy shall cover the Association, the executive organ, if any, the managing agent, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Properties, all Owners and all other persons entitled to occupy any Dwelling or other portions of the Properties. Such other policies as may be required in the interest of the Owners and the Association may be obtained by the Board of Directors for the Association, including, without limitation, workmen's compensation policies.

When any policy of insurance has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected thereby by the officer required to send notices of meetings of the Association.

In case of fire or any other casualty or disaster of all or a part of any improvements in the Common Area, Recreational Common Area, Limited Common Area or Dwellings, the improvements shall be reconstructed and the insurance proceeds applied thereto.

Where the improvements are not insured or where the insurance proceeds are not sufficient to cover the cost of repair or reconstruction, the Owners shall contribute their allocable share of the balance of any costs. Such amount shall be assessed as part of the common expense and shall constitute a lien from the time of assessment.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) years unless he shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices

created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board. ®

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any member or mortgagee. The Declaration, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member or mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Class A and Class B member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent (1 1/2) per month and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the Common Area, Common Recreational Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having with its circumference the words: MUIR WOODS, INC.

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ARTICLE XIII

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and the Articles, the Declaration shall control. In the case of any conflict between the Articles of the Association and the Articles of Section One Assn. or Section Two Assn., the Articles of the Association shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st Day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the Directors of MUIR WOODS, INC., have hereunto set out hands and seals this 7th day of JULY, 1982.

MIRIAM R. SKLARE

ALL I. SKLARE

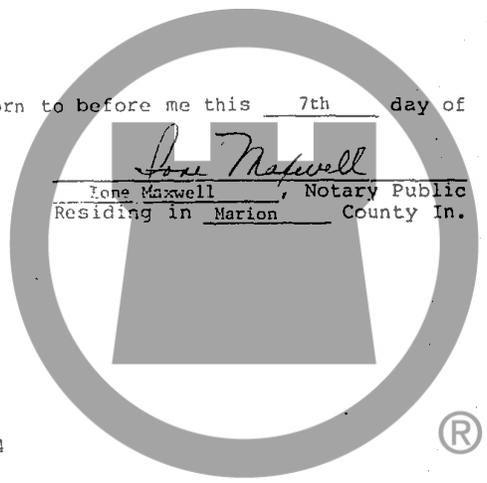
BRUCE SKLARE

Miriam R. Sklare
All I. Sklare
Bruce Sklare

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this 7th day of
July, 1982.


Ione Maxwell, Notary Public
Residing in Marion County In.

My Commission Expires:

April 6, 1985

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

file 3170
code MUIR 16-20

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EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 89 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 89 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way line of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way line on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 49 seconds West from the radius point of said curve; thence South 00 degrees 53 minutes 40 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way line of old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.

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BY-LAWS
OF
MUIR WOODS SECTION ONE ASSN., INC.

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RECORDER-MARION CO.

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ARTICLE I

Name and Location

The name of the Corporation is MUIR WOODS SECTION ONE ASSN., INC. (hereinafter referred to as "Section One Assn."). The principal office of the Corporation shall be located at 2102 East 80th Street, Indianapolis, Indiana 46240, but meetings of members and Directors may be held at such places with the County of Marion, State of Indiana, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Declarant shall mean and refer to Bay Development Corp., its successors and assigns as a Declarant.

Section 2. "Section One Assn." shall mean and refer to MUIR WOODS SECTION ONE ASSN., INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Association" shall mean and refer to MUIR WOODS, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 4. "Owner" shall mean and refer to the record Owner, excluding Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Section One of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to easements servicing the Properties) and such additions thereto as may hereafter be brought within the jurisdiction of the Section One Assn.

Section 6. "Lot" shall mean and refer to any plat of land in Section One of the Properties shown upon any recorded subdivision

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CHICAGO TITLE

map of the Properties with the exception of the Common Area. Declarant has planned a maximum of seventy-five (75) attached Dwellings in Section One and forty-four (44) detached Dwellings on platted Lots in Section Two. Excepting, however, Declarant has zoning approval for development of one hundred thirty-two (132) Dwellings in the total land area described in Exhibit A, and in the event that Declarant does not annex the additional area in Exhibit "A" that is not included in this Declaration or revises the plan of development thereof, it reserves the right to replat the unannexed areas for a total of one hundred thirty-two (132) Dwellings in the entire land area of Exhibit "A". Each Lot shall contain a single family residential Dwelling with a minimum two-car garage, attached or detached. Each Lot in Section One shall contain an area that exceeds the exterior face of the foundation wall dimensions of the structure by one (1) inch; and shall include the Lot's side of one-half (1/2) of any party wall dividing a dwelling structure on a Lot for any other dwelling structure or Lot. This Final Plat of each Cluster may include for each platted Lot in each Cluster areas specifically reserved for landscape gardening. Additionally, each Lot may include a "patio" area and private driveway contiguous and appurtenant to the aforementioned Lot area, which shall be "Limited Common Area". In the patio area and walkway designated Limited Common Area, the Owner shall maintain same unless the Owner enters into an agreement with the Section One Assn. to pay an additional assessment for the reasonable cost of maintenance thereof.

Section 7. "Dwelling" shall mean and refer to single family residence erected on a Lot within Section One of the Properties.

Section 8. "Common Area" shall mean all the real estate (including improvements thereto) designated as such on the plat, if any, of Section One which shall be owned by the Section One Assn.

Section 9. "Limited Common Area" shall mean all the real estate (including improvements thereto) owned by the Section One Assn. but restricted in use to the Lot appurtenant thereto such as patios and driveways, and more particularly identified by designation on the plats which shall be incorporated in the Declaration.

Section 10. "Recreational Common Area" shall mean all the real estate including the recreational facilities erected thereon (such as club house and swimming pool) to be owned by Muir Woods for the use and benefit of all Owners within all of the Properties.

Section 11. "Declaration" shall mean and refer to the Second Revised Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir

Woods Section Two Assn., Inc., applicable to the Properties,
recorded in the Office of Recorder, Marion County, Indiana.

Section 12. "Articles" shall mean and refer to the Articles
of Incorporation of Muir Woods Section One Assn., Inc.

ARTICLE III

Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the first Wednesday of October, 1981, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven (7) o'clock P.M. If the day for the annual meeting of the members is a legal holiday or week end, the meeting will be held at the same hour on the first day following that is not a legal holiday or week end.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A and Class B memberships. ®

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Section One Assn. or supplied by such member to the Section One Assn. for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the Secretary. Every

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proxy shall be revokable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Section One Assn. shall be managed by a Board of seven (7) Directors, who are all members of the Section One Assn., excepting the initial Board of Directors shall consist of three (3) members.

Section 2. Term of Office. At the time of conversion of the Class B member to a Class A member as defined by the Declaration and the Articles, the members shall elect three (3) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors to replace those whose terms are expiring. At this meeting, the membership shall also nominate the four (4) Directors to serve on the Board of Muir Woods, Inc. as prescribed by the By-Laws.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Section One Assn. In the event of death, resignation or removal or a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman

who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Section One Assn.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Section One Assn. or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors.

Section 1. Powers. The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing

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the use of the Common Area and facilities in Section One, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) suspend the voting rights and right to use of the Common Area in Section One and the Recreational Common Area and amenities of a member for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) exercise for the Section One Assn., all powers, duties and authority vested in or delegated to the Section One Assn. by the Declaration and not reserved to the membership of the Association by other provisions of these By-Laws, the Articles of Muir Woods, Inc., or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties. ®

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be prepared an annual financial statement of its financial expenditures and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by more than fifty per cent (50%) of the Class A members who are entitled to vote;

b) supervise all officers, agents and employees of the Section One Assn., and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Lot in Section One as to Common Area contained therein;

ii) provide the Association with notice of each assessment at least thirty (30) days in advance of each annual assessment period;

d) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

e) cause the Common Area in Section One to be maintained;

f) exercise all powers granted it by the Articles, By-Laws and Declaration as the same may be amended from time to time.

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of the Section One Assn. shall be a President or Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Section One Assn. shall be elected annually by the Board and each shall hold office for one (1) years unless he shall sooner resign, shall be removed, or otherwise disqualified to serve. ®

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Section One Assn. may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Section One Assn. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts any monies of the Section One Assn. that are not delegated for collection and deposit by the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Section One Assn. keep proper books of account; cause an annual audit of the Section One Assn. books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Section One Assn. shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Section One Assn. shall at all time, during reasonable business hours, be subject to inspection by any member or mortgagee. The Declaration, Articles of Incorporation and By-Laws of the Section One Assn. shall be available for inspection by any member or mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Class A and Class B member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent ($1\frac{1}{2}$) per month and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the Common Area, Common Recreational Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having with its circumference the words: MUIR WOODS SECTION ONE ASSN., INC.

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ARTICLE XIII

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and the Articles, the Declaration shall control. In the case of any conflict between the Articles of the Association and the Articles of Section One Assn., the Articles of the Association shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Section One Assn. shall begin on the first day of January and end on the 31st Day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the Directors of MUIR WOODS, INC., have hereunto set out hands and seals this 7th day of JULY, 1982.

MIRIAM P. SKLARE
ALL I. SKLARE

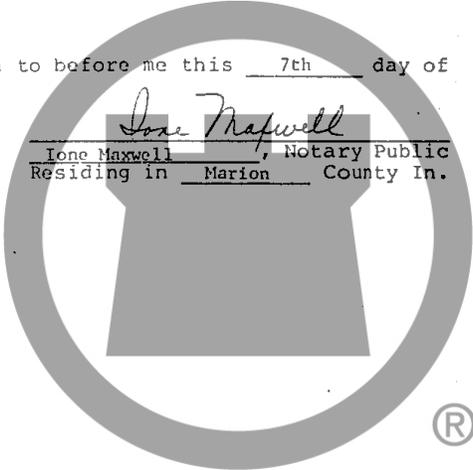
BRUCE SKLARE

[Signature]
[Signature]
[Signature]

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this 7th day of
July, 1982.


Ione Maxwell, Notary Public
Residing in Marion County In.

My Commission Expires:
April 6, 1985

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

file 3170
code MU1R 21-25

CHICAGO TITLE

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EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 89 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 89 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way line of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way line on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 49 seconds West from the radius point of said curve; thence South 00 degrees 53 minutes 48 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way line of old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.

BY-LAWS

82 36986

OF

MUIR WOODS SECTION TWO ASSN., INC.

ARTICLE I

Name and Location

The name of the Corporation is MUIR WOODS SECTION TWO ASSN., INC. (hereinafter referred to as "Section Two Assn."). The principal office of the Corporation shall be located at 2102 East 80th Street, Indianapolis, Indiana 46240, but meetings of members and Directors may be held at such places with the County of Marion, State of Indiana, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Declarant shall mean and refer to Bay Development Corp., its successors and assigns as a Declarant.

Section 2. "Section Two Assn." shall mean and refer to MUIR WOODS SECTION TWO ASSN., INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Association" shall mean and refer to MUIR WOODS, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 4. "Owner" shall mean and refer to the record Owner, excluding Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Section Two of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to easements servicing the Properties) and such additions thereto as may hereafter be brought within the jurisdiction of the Section Two Assn.

Section 6. "Lot" shall mean and refer to any plat of land in Section Two of the Properties shown upon any recorded subdivision

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map of the Properties with the exception of the Common Area. Declarant has planned a maximum of seventy-five (75) attached Dwellings in Section One and forty-four (44) detached Dwellings on platted Lots in Section Two. Excepting, however, Declarant has zoning approval for development of one hundred thirty-two (132) Dwellings in the total land area described in Exhibit A, and in the event that Declarant does not annex the additional area in Exhibit "A" that is not included in this Declaration or revises the plan of development thereof, it reserves the right to replat the unannexed areas for a total of one hundred thirty-two (132) Dwellings in the entire land area of Exhibit "A". Each Lot shall contain a single family residential Dwelling with a minimum two-car garage, attached or detached.

Section 7. "Dwelling" shall mean and refer to single family residence erected on a Lot within Section Two of the Properties.

Section 8. "Common Area" shall mean all the real estate (including improvements thereto) designated as such on the plat, if any, of Section Two which shall be owned by the Section Two Assn.

Section 9. "Recreational Common Area" shall mean all the real estate including the recreational facilities erected thereon (such as club house and swimming pool) to be owned by Muir Woods for the use and benefit of all Owners within all of the Properties.

Section 10. "Declaration" shall mean and refer to the Second Revised Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc., applicable to the Properties, recorded in the Office of Recorder, Marion County, Indiana.

Section 11. "Articles" shall mean and refer to the Articles of Incorporation of Muir Woods Section Two Assn., Inc.

ARTICLE III

Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the first Thursday of October, 1981, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven (7) o'clock P.M. If the day for the annual meeting of the members is a legal holiday or week end, the meeting will be held at the same hour on the first day following that is not a legal holiday or week end.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A and Class B memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Section Two Assn. or supplied by such member to the Section Two Assn. for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Section Two Assn. shall be managed by a Board of seven (7) Directors, who are all members of the Section One Assn., excepting the initial Board of Directors, shall consist of three (3) members.

Section 2. Term of Office. At the time of conversion of the Class B member to a Class A member as defined by the Declaration and the Articles, the members shall elect three (3) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors to replace those whose terms are expiring. At this meeting, the membership shall also nominate the four (4) Directors to serve on

the Board of Muir Woods, Inc. as prescribed by the By-Laws.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Section Two Assn. In the event of death, resignation or removal or a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members of the Section Two Assn.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Section Two Assn. or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors.

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the Common Area and facilities in Section Two, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) suspend the voting rights and right to use of the Common Area in Section Two and the Recreational Common Area and amenities of a member for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) exercise for the Section Two Assn., all powers, duties and authority vested in or delegated to the Section Two Assn. by the Declaration and not reserved to the membership of the Association by other provisions of these By-Laws, the Articles of Muir Woods, Inc., or the Declaration;

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be

absent from three (3) consecutive regular meetings of the Board of Directors; and

e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be prepared an annual financial statement of its financial expenditures and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by more than fifty per cent (50%) of the Class A members who are entitled to vote;

b) supervise all officers, agents and employees of the Section One Assn., and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Lot in Section Two as to Common Area contained therein;

ii) provide the Association with notice of each assessment at least thirty (30) days in advance of each annual assessment period;

d) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

e) cause the Common Area in Section Two to be maintained;

f) exercise all powers granted it by the Articles, By-Laws and Declaration as the same may be amended from time to time.

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of the Section Two Assn. shall be a President of Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers

shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Section Two Assn. shall be elected annually by the Board and each shall hold office for one (1) years unless he shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Section Two Assn. may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. ®

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the

Section Two Assn. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts any monies of the Section Two Assn. that are not delegated for collection and deposit by the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Section Two Assn. keep proper books of account; cause an annual audit of the Section One Assn. books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Section Two Assn. shall appoint an Architectural Control Committee as provided in the Declaration and restrictive covenants of the Plat of Section Two, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Section Two Assn. shall at all time, during reasonable business hours, be subject to inspection by any member or mortgagee. The Declaration, Articles of Incorporation and By-Laws of the Section One Assn. shall be available for inspection by any member or mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Class A and Class B member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid within thirty (30) days shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half per cent (1½) per month and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of the Common Area, Common Recreational Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessments shall run with the land. ®

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having with its circumference the words: MUIR WOODS SECTION TWO ASSN., INC.

ARTICLE XIII

Amendments

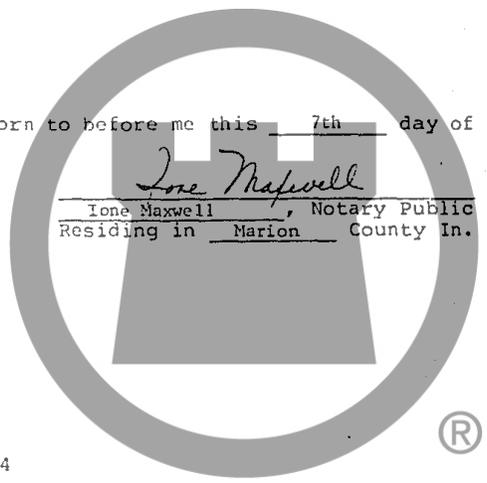
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and the Articles, the Declaration shall control. In the case of any conflict between the Articles of the Association and the Articles of Section Two

82 36986

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this 7th day of
July, 1982.


Ione Maxwell, Notary Public
Residing in Marion County In.

My Commission Expires:

April 6, 1985

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

file 3170
code MUIR 26-30

CHICAGO TITLE

82 36986

EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 89 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 89 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way line of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way line on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 49 seconds West from the radius point of said curve; thence South 00 degrees 53 minutes 48 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way line of old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.

CROSS REFERENCE

900093955

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④

AMENDED ARTICLES TO THE CODE OF BY-LAWS
MUIR WOODS INC.

Attached hereto as Exhibit "A" and Exhibit "B" are amendments to the Muir Woods Inc. ("Association"), a not-for-profit Indiana corporation, which has been prepared by the Board of Directors of the Association after having been adopted by the members of the Association. The Amendments attached hereto as Exhibit "A" and Exhibit "B" supercedes that certain Article of the By-Laws attached to the Declaration dated July 7, 1982 recorded as instrument number 82 36985 in the office of the recorder of Marion County, Indiana, as amended.

Dated this 28 day of August, 1990.

Muir Woods Inc.

By: Oscar Hufnagel
Oscar Hufnagel, President

State of Indiana)
) SS:
County of Marion)

Subscribed to and sworn to before me, a Notary Public in and for said County and State, this 29 day of August, 1990.

Jane Hurlless
Jane Hurlless, Notary Public

CHICAGO TITLE

My commission expires:

July 29, 1994

My County of residence is:

Marion

This instrument was prepared by James Harrison, Attorney-at-Law

RECEIVED FOR RECORD
90 SEP 10 PM 3:48
MARION COUNTY RECORDER

Exhibit "A"

MUIR WOODS, INC.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Offices.

* * * *

Section 2. Election of Officers.

* * * *

Section 3. Term.

* * * *

Section 4. Special Appointments.

* * * *

Section 5. Resignation and Removal.

* * * *

Section 6. Vacancies.

* * * *

Section 7. Multiple Offices.

* * * *

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts any monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

* * * * NO CHANGE



CHICAGO TITLE

Exhibit "B"

AMENDMENTS FOR MUIR WOODS, INC.

ARTICLE IV

BOARD OF DIRECTORS

Selection, Term of Office, Organization

Section 1. Number. The affairs of the Association shall be managed by a Board of eight (8) Directors who are all members of the Association.

Section 2. Term of Office and Organization. Four (4) Directors shall come on the Board as appointees or electees of Muir Woods Section One and four (4) directors as appointees or electees of Muir Woods Section Two. The eight (8) Directors as so designated shall organize as a Board and elect a President, Vice President, Secretary and Treasurer. Each Director shall serve for the term designated for him or her by such Director's respective Muir Woods section.

Section 3. Removal or Reorganization.

* * * *

Section 4. Compensation.

* * * *

Section 5. Action Taken Without a Meeting.

* * * *

* * * * NO CHANGE

CHICAGO TITLE

900093955

860135761

AMENDMENT #2 OF
SECOND REVISED MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF MUIR WOODS, INC., MUIR
WOODS SECTION ONE ASSN. INC., AND
MUIR WOODS SECTIONS TWO ASSN. INC.

S.C.O.
①
①

CROSS REFERENCE

(as recorded July 12, 1982, as
Instrument #82-36983 in the
OFFICE OF RECORDER, MARION COUNTY, INDIANA)

Whereas, in order to eliminate confusion in accounting and to allow for improved management, it is the intent of the Owners of Muir Woods Section One Assn., Inc., Muir Woods Section Two Assn., Inc. and Muir Woods, Inc. that each association collect its own assessments, pay bills, and enforce liens of assessment on its members;

Whereas, over 75% of the Owners (of record at the annual meeting October 1, 1986) at Muir Woods have signed the petition approving the following amendment;

Now therefore, the Owners hereby amend the Declaration identified above in the following manner:

- 1.) The last paragraph of Article IV Section 1 is amended to read as follows:

It is the intent of this article that the associations shall each establish their respective budgets, collect maintenance fees, pay bills and enforce any liens of assessments on its respective owners.

Except as otherwise expressly provided above, all terms and conditions of the above entitled Second Revised Master Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

Executed this 30th day of December, 1986.

Muir Woods Inc., Muir Woods Section One Association, Inc., and Muir Woods Section Two Association, Inc.

By: Allen I. Sklare
Allen I. Sklare, President

STATE OF INDIANA
COUNTY OF MARION

} SS:

Before me, a Notary Public in and for said County and State, personally appeared Allen I. Sklare, the President of Muir Woods Inc., Muir Woods Section One Association Inc., and Muir Woods Section Two Association, Inc., who acknowledged the execution of the foregoing document for and on behalf of Grantor, and who, having been duly sworn, stated that the representation therein contained are true.

Witness my hand and Notarial Seal this 30th day of December, 1986.

My commission expires:
October 28, 1988

Katherine A. Barclay
Katherine A. Barclay, Notary Public
Residing in Marion County, IN.

RECEIVED FOR RECORD
NOTARY PUBLIC
RECORDER MARION CO. IN.
Dec 31 9 10 AM '86

CHICAGO TITLE

RETURN TO: →

BAY DEVELOPMENT CORP.
7858 Bay Shore Dr.
Indianapolis, IN 46240

THIS INSTRUMENT PREPARED BY

Bill LeMond

CROSS REFERENCE

900093334

1500
⑤

AMENDED ARTICLES TO THE CODE OF BY-LAWS
MUIR WOODS SECTION I CO-OWNERS ASSOCIATION

Attached hereto as Exhibit "A" and Exhibit "B" are amendments to the Muir Woods Section I Co-Owners Association Inc. ("Association"), a not-for-profit Indiana corporation, which has been prepared by the Board of Directors of the Association after having been adopted by the members of the Association. The Amendments attached hereto as Exhibit "A" and Exhibit "B" supercedes that certain Article of the By-Laws attached to the Declaration dated July 7, 1982 recorded as instrument number 82 36985 in the office of the recorder of Marion County, Indiana, as amended.

Dated this 25 day of August, 1990.

Muir Woods Section I Association Inc.

By: Oscar Hufnagel
Oscar Hufnagel, President

State of Indiana)
) SS:
County of Marion)

Subscribed to and sworn to before me, a Notary Public in and for said County and State, this 25 day of August, 1990.

Jane Hurless
Jane Hurless, Notary Public

My commission expires:

July 29, 1994

My County of residence is:

Marion

This instrument was prepared by James Harrison, Attorney-at-Law

Exhibit "A"

MUIR WOODS SECTION ONE ASSN., INC./

ARTICLE IV

BOARD OF DIRECTORS

Selection, Term of Office, Organization

Section 1. Number. The affairs of the Section One Assn. shall be managed by a Board of seven (7) Directors who are all members of the Section One Assn.

Section 2. Term of Office. The members of the Association shall elect seven (7) Directors on staggered terms establishing a program whereby in subsequent years all Directors will be elected for three (3) year terms; and at each Annual Meeting thereafter the members shall elect Directors to replace those whose terms are expiring.

Section 3. Removal or Resignation.

* * * *

Section 4. Compensation.

* * * *

Section 5. Action Taken Without a Meeting.

* * * *

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NOTE: The purpose of this change is to delete reference to management of the Association prior to the time of conversion of Class B members to Class A members. Also, reference to the nomination of four (4) Directors to serve on the Board of Muir Woods, Inc. is deleted. Clear methodology for the naming of Directors to serve on the Board of Muir Woods, Inc. is carried over to Article VIII, Section 6.

* * * * NO CHANGE

300093334

Exhibit "B"

MUIR WOODS SECTION ONE ASSN., INC.

ARTICLE VIII

Powers and Duties of the Board of Directors.

Section 1. Powers.

* * * *

Section 2. Duties.

* * * *

Officers and Their Duties

Section 1. Enumeration of Officers.

* * * *

Section 2. Election of Officers.

* * * *

Section 3. Term.

* * * *

Section 4. Special Appointments.

* * * *

Section 5. Resignation and Removal.

* * * *

Section 6. Vacancies.

* * * *

Section 7. Multiple Offices.

* * * *

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

The President shall during his or her term of office serve as appointee to the Board of Directors of Muir Woods, Inc.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

The Vice President shall during his or her term of office serve as appointee to the Board of Directors of Muir Woods, Inc.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Section One Assn. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

The Secretary shall during his or her term of office serve as appointee to the Board of Directors of Muir Woods, Inc.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts any monies of the Section One Assn. that are not delegated for collection and deposit by the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Section One Assn. keep proper books of account; cause an annual audit of the Section One Assn. books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

The Treasurer shall during his or her term of office serve as appointee to the Board of Directors of Muir Woods, Inc.

e) Multiple Offices. In the event of multiple office-holding as provided in Section 7, supra, the elected officers shall choose one non-officer Board member to serve as appointee to the Board of Directors of Muir Woods, Inc., to serve for said member's term or unexpired term as a member of the Board of Directions of Muir Woods Section One Assn., Inc.

900093334

NOTE: Experience indicates that it is almost impossible to maintain Director memberships on Muir Woods, Inc. on the basis of the terms of office established in the present Bylaws of Section One, Section Two and Muir Woods, Inc. It seems vital to the welfare of Muir Woods, Inc. that the Board of Directors of that corporation be active Board members of Section One and Section Two in order for the business of the three associations to be administered efficiently. It is therefore recommended that the Bylaws of Section One be amended to require that the officers of Section One serve as Section One's appointees to Muir Woods, Inc. and that they serve on the Board of Muir Woods, Inc. during their tenure in office in Muir Woods, Section One. Thus, if an officer is removed, resigns or is unable to complete his or her term, the replacement officer will automatically assume a Board membership on Muir Woods, Inc. Such procedure will provide continuity of government for Muir Woods, Inc. and will preserve the integrity of the three association alignment.

* * * * NO CHANGE



CHICAGO TITLE

900093334

129
DC

BILLIE J. BREAUX
MARION COUNTY AUDITOR

010275 OCT 128

ONLY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Cross Reference: Instrument No. 1982-36983

**AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC.
AND MUIR WOODS SECTION TWO ASSN., INC.**

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC. AND MUIR WOODS SECTION TWO ASSN., INC. was executed as of the date set forth hereafter.

WITNESS THAT the following facts are true:

The Muir Woods subdivision located in Marion County, Indiana was established by a certain "Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc., and Muir Woods Section Two Assn., Inc." which was filed with the Office of the Recorder of Marion County, Indiana, on July 12, 1982, as **Instrument No. 1982-36983**, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Declaration"; and

The Original Declaration, together with a plat, established the initial Lots (plus Common Areas) and established the mechanism by which the developer would later add more Lots and Common Areas, subject to the Original Declaration. Eventually, a total of one hundred eighteen (118) Dwellings and Lots, and Common Areas and Limited Common Areas, were established to comprise the Muir Woods subdivision. There are seventy-four (74) attached Dwellings in Muir Woods Section One (hereafter defined) and forty-four (44) detached Dwellings in Muir Woods Section Two (hereafter defined). John Muir Drive divides Sections One and Two.

The Owners of said Dwellings and Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the Marion County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following.

10/12/2009 10:34 Julie Voghtles MARION COUNTY RECORDER DMC 398.50 PAGES: 129 Inst # 2009-0115283

Approved this 28th day of SEPTEMBER 2009
Marion County Assessor
Mary Kempf Draftsman



The Owners of more than three-fourths (3/4) of the total number of Dwellings and Lots in both Muir Woods Section One and Muir Woods Section Two have approved this Amended and Restated Declaration. Their written, notarized consents are attached hereto.

The Original Declaration contained a legal description in Exhibit "A" attached thereto. For historical purposes, this legal description, as well as later legal descriptions referenced by the original developer as more home and lots were added to Muir Woods, may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Marion County Recorder. Those legal descriptions, however, are not included in this Amended and Restated Declaration. Except as to any legal descriptions in the Original Declaration that remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety, and superceded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of more than three-fourths (3/4) of the total number of Dwellings and Lots in Muir Woods Section One and Muir Woods Section Two hereby amend and restate the Original Declaration such that all of the platted Dwellings, Lots and lands located within Muir Woods as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said Dwellings, Lots and lands in Muir Woods. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said Dwellings and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within Muir Woods is hereby amended and restated as follows:

**AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC.
AND MUIR WOODS SECTION TWO ASSN., INC.**

ARTICLE I

Definitions

Section 1.1. "Developer" means Bay Development Corp., the original developer of Muir Woods.

Section 1.2. "Association". Unless the context clearly contemplates otherwise, "Association" or "Muir Woods, Inc." means Muir Woods, Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.3. "Section One Assn." means Muir Woods Section One Assn., Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.4. "Section Two Assn." means Muir Woods Section Two Assn., Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.5. "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.6. "Properties" or "Muir Woods" means the certain real estate described on Exhibit "A" which was attached to the Original Declaration (subject to easements servicing the Properties) and such additions thereto as were brought within the jurisdiction of the Association.

Section 1.7. "Lot" means any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Developer built seventy-four (74) attached Dwellings in Section One and forty-four (44) detached Dwellings on platted Lots in Section Two. Each Lot contains a single family residential Dwelling with an attached two-car garage. Each Lot in Section One contains an area that exceeds the exterior face of the foundation wall dimensions of the structure by one (1) inch; and includes the Lot's side of one-half (1/2) of any party wall dividing a dwelling structure on a Lot from any other dwelling structure or Lot. Building setback lines and Lot sizes are depicted upon the plat of Section Two.

Section 1.8. "Dwelling" means the single family residence erected on a Lot within the Properties.

Section 1.9. "Common Area" means all the real estate (including improvements thereto) designated as such on the plats on Muir Woods Sections One and Two which are owned by the

Section One Assn. and Section Two Assn., respectively, for the common use and enjoyment of their Owners. "Common Area" also includes the property owned by Muir Woods, Inc. for the use and benefit of all Lot Owners.

Section 1.10. "Limited Common Area" means all the real estate (including improvements thereto) owned by the Section One Assn. but restricted in use to the Lot appurtenant thereto such as patios and driveways, and more particularly identified by designation on the plats which are incorporated in this Declaration.

Section 1.11. "Muir Woods Section One" or "Section One" consists of that part of the Properties generally situated to the east of John Muir Drive, and includes seventy-four (74) attached Dwellings. Of those Dwellings, sixty-eight (68) are part of two-Dwelling buildings and six (6) are part of three-Dwelling buildings.

Section 1.12. "Muir Woods Section Two" or "Section Two" consists of that part of the Properties generally situated to the west of John Muir Drive, and includes forty-four (44) detached single family Dwellings.

Section 1.13. "Managing Agent" means the professional managing agent or real estate management company hired by the particular Association to assist its Board in performing its duties.

Section 1.14. "Original Declaration" means the "Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc., and Muir Woods Section Two Assn., Inc." which the Developer of Muir Woods filed with the Office of the Recorder of Marion County, Indiana, on July 12, 1982, as Instrument No. 82-36983. The Original Declaration, together with a plat, established the initial Lots (plus Common Areas) and established the mechanism by which the Developer would later add more Lots and Common Areas, subject to the Original Declaration. Eventually, a total of one hundred eighteen (118) Dwellings and Lots, and Common Areas and Limited Common Areas, were established to comprise the Muir Woods subdivision.

Section 1.15. "Act" means the Indiana Nonprofit Corporations Act of 1991, as amended from time to time, codified at Indiana Code § 23-17-1-1, *et seq.*

ARTICLE II

Property Rights

Section 2.1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Also, Muir Woods, Inc. shall own John Muir Drive separating Sections One and Two (subject to perpetual easements for ingress and egress to Sections One and

Two) and shall provide for the maintenance of said Drive. The Owners' rights and easements on the same are subject to the following provisions:

a) The right of the applicable Association to suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed one hundred twenty (120) days for any infraction of this Declaration, the By-Laws, or the Association's rules and regulations;

b) The right of the applicable 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 agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed by two-thirds (2/3rds) of the members agreeing to such dedication or transfer, has been recorded;

c) The right of individual Owners to the exclusive use of parking spaces as provided in this Article; and

d) The right of the applicable Association's Board of Directors to adopt, amend and repeal such rules and regulations regarding the Common Area and Limited Common Area as it deems necessary.

Section 2.2. Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside on the Lot to use his or her right of use and enjoyment of the Common Areas subject to the terms of this Declaration and any rules and regulations promulgated by the Board of Directors.

Section 2.3. Parking Rights-Section One. Ownership of each Lot in Section One shall entitle the Owner or Owners thereof to the exclusive use of the parking spaces in the driveway outside that Dwelling's garage, together with the right of ingress and egress in and upon said parking spaces. Such parking area is in addition to the garage space and is permanently designated by Section One Assn. for the exclusive use of the Owner of the Lot or his or her guest or invitee. Additional parking spaces are located in other parts of the Common Area for the use of guests or invitees.

Section 2.4. Property Subject to Declaration. The Properties which are, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration are located in Marion County, State of Indiana, and are more particularly described on Exhibit "A" attached to the Original Declaration, and such additions thereto as were brought within the jurisdiction of the Association by the Developer.

ARTICLE III

Membership and Voting Rights

Section 3.1. Membership in Muir Woods, Inc. Each Owner of a Lot shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.2. Voting Rights - Muir Woods, Inc. The Association has one (1) class of membership, of which all Owners are a part. Each member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of the members. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

Section 3.3. Section One Membership. Every Owner in Section One shall also be a member of Section One Assn. whose function is to own and maintain Common Areas in Section One for the mutual use and benefit of Owners therein. Membership and voting rights in Section One Assn. shall be held in the same manner as set forth in Sections 3.1 and 3.2 above.

Section 3.4. Section Two Membership. Every Owner in Section Two shall also be a member of Section Two Assn. whose function is to own and maintain Common Area in Section Two for the mutual use and benefit of Owners therein. Membership and voting rights in Section Two Assn. shall be held in the same manner as set forth in Sections 3.1 and 3.2 above.

ARTICLE IV

CHICAGO TITLE Covenant for Maintenance Assessments

Section 4.1. Creation of the Lien and Personal Obligation Assessments. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Section One Assn. or Section Two Assn., according to where his or her Lot is located: (1) Annual Assessments, and (2) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs, such assessments to be established and collected as hereinafter provided. A portion of the Annual Assessment shall be set aside or otherwise allocated in a reserve fund for repair and replacement of any capital improvements which the Association is required to maintain or replace on a periodic basis. All sums assessed by the Section One Assn. and Section Two Assn., respectively, shall be established by using generally accepted accounting principles applied on a consistent basis.

All Annual and Special Assessments, together with interest, late charges, collection costs (if any) incurred by the applicable Association to the Managing Agent for processing delinquent Owners' accounts, other costs of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, late charges, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

It is the intent of this Article that Muir Woods, Inc., Section One Assn. and Section Two Assn. shall each establish their respective budgets, but that only Section One Assn. and Section Two Assn. shall collect assessments and enforce the lien of delinquent assessments as to their respective Owners. Thus, Muir Woods, Inc. will not be responsible to collect assessments or enforce liens. All assessments payable by the Section One Owners to Section One Assn. shall include not only the Section One assessments, but also the Muir Woods, Inc. assessments. Likewise, all assessments payable by the Section Two Owners to Section Two Assn. shall include not only the Section Two assessments, but also the Muir Woods, Inc. assessments.

Section 4.2. Purpose of Assessments. The assessments levied by the Associations on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the Dwellings situated upon the Properties.

Section 4.3. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors of Section One Assn. and Section Two Assn. shall fix the amount of their respective Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of the respective Associations.

Section One Assn. and Section Two Assn. shall, upon demand, furnish a statement or certificate signed by an officer of such Association or the Managing Agent setting forth whether the assessments on a specified Lot have been paid. A properly executed statement or certificate of such Association as to the status of assessment on a Lot is binding upon said Association on the date of its issuance. The applicable Association shall have the right to impose a reasonable charge, not to exceed \$50.00, for issuing such statement or certificate.

Section 4.4. Uniform Rates of Assessments. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots in Muir Woods with respect to the Common Area owned by Muir Woods, Inc. (including John Muir Drive), budgeted by Muir Woods, Inc., but assessed

and collected by Section One Assn. and Section Two Assn. Annual and Special Assessments for maintenance and upkeep of Common Area in Sections One and Two shall be fixed at a uniform rate as to each Section by Section One Assn. and Section Two Assn., respectively, it being recognized that Section One assessments will be higher than Section Two assessments because of exterior maintenance of the Dwellings and more extensive Common Area. Annual assessments may be paid on a monthly, quarterly or semi-annual basis, but if paid on other than an annual basis, default in the payment of any one installment shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable.

Section 4.5. Annual Assessments. Annually, on or before the date of the annual meeting of Section One Assn. and Section Two Assn., their respective Boards of Directors shall propose an annual budget for the ensuing fiscal 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 together with the notice of said meeting. The annual budget shall be submitted to the applicable Association's members at the annual meeting of the applicable Association for adoption and, if so adopted, shall be the basis for the Annual Assessments for the ensuing fiscal year. At the annual meeting of the members at which a regular quorum is present, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the votes of the Members who are voting in person or by proxy. Thereafter, written notice of the Annual Assessment shall be sent to every Owner.

Section 4.6. Special Assessments. In addition to the Annual Assessments authorized above, the respective Boards of Directors may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may incur, but only with the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose at which a regular quorum is present.

Section 4.7. Effect of Nonpayment of Assessments: Remedies of the Associations. No Owner may exempt himself or herself from paying Annual Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Dwelling or Lot belonging to such Owner. Upon the failure of an Owner to make payments of any Annual or Special Assessments by the due date, the Board, in its discretion, may:

- (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the unpaid assessment;
- (2) accelerate the entire balance of the unpaid assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary; and

(3) suspend such Owner's right to vote as provided in the Act.

In addition, if any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment may be foreclosed by the Board of Directors for and on behalf of the applicable Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Dwelling shall be jointly and severally liable for the payment to the applicable Association on the first day of each month of reasonable rental for such Dwelling, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling or Lot, and to collect the rentals and other profits therefrom for the benefit of the applicable Association to be applied to the unpaid assessments. The Board of Directors, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the applicable Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to collection costs, if any, incurred by the applicable Association to the Managing Agent for processing delinquent Owners' accounts, and attorneys fees) and interest from the date such assessments were due until paid.

Section 4.8. Real Estates Taxes. Real estate taxes are separately taxed to each Lot. Real estate taxes upon Common Area and Limited Common Area shall be paid by the respective Associations.

Section 4.9. Utilities. Each Owner shall pay his or her own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the common expenses in each Section unless otherwise agreed by a majority of the Owners of each Section.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this ARTICLE shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Dwelling, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

ARTICLE V

Private Streets

All streets in Muir Woods (including John Muir Drive), Section One and Section Two are private streets and not for public use. All such streets are owned and maintained by the respective Associations, funded through the Owners' payment of assessments. Maintenance shall include, but not be limited to, repair, resurfacing, reconstruction, snow removal and removal of any obstruction of access. Such streets are not subject to public maintenance by the City of Indianapolis.

ARTICLE VI

Mortgagees' Rights

Section 6.1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the applicable Association, the mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successors or assigns.

Section 6.2. Rights of First Refusal. No first mortgagee, its successor or assigns, of a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment in lieu of foreclosure, shall be subject to any rights of first refusal which the Owner may have given to the applicable Association or other Owners.

Section 6.3. Rights of Mortgagee. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) and the members have given their prior written approval, the applicable Association shall not:

(a) By act or omission elect to abandon, partition, subdivide, encumber, sell or transfer the Properties or Common Area or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties by the Association shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.

(c) By act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Dwellings, the exterior maintenance of the Dwellings, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.

(d) Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.

Section 6.4. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Associations.

Section 6.5. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Lot or Owner or any other party priority over any rights of first mortgagees of Dwellings within the Properties pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Area or Limited Common Area.

ARTICLE VII

Insurance

Section 7.1. Casualty Insurance. Each Association (Muir Woods, Inc.; Section One Assn.; and Section Two Assn.) shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Dwellings (Section One only) and the Common Area in an amount consonant with the full replacement value of the improvements which in whole or in part, comprise the Dwellings (Section One only) and Common Area. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Associations as set forth above shall be paid to the applicable Association or to its Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by said Association or its Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration.

For Section One, the interest of each damaged Section One Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of such Owner's damaged Section One Dwelling to the damages of all Section One Dwellings and Common Area directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the applicable Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least ten (10) days prior written notice to the applicable Association.

Each Section One Owner shall be solely responsible for loss or damage to the contents of his or her dwelling however caused (including, but not limited to, all floor, ceiling and wall coverings, window treatments, fixtures, and betterments and improvements) and his or her personal property. Section One Assn. shall have no liability to the Owner for loss or damage to the contents of any Dwelling or any personal property stored elsewhere on the Section One property. Each Section One Owner shall be solely responsible for obtaining his or her own insurance to cover any such loss and risk. Each owner shall have the right to purchase such additional insurance at his or her own expense as he or she may deem necessary.

Section 7.2. Public Liability Insurance. Each Association (Muir Woods, Inc.; Section One Assn.; and Section Two Assn.) shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as their Boards of Directors shall deem appropriate from time to time but not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the applicable Association, its Board of Directors, any committee or organ of said Association or Board, any Managing Agent appointed or employed by the applicable Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the property, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the applicable Association or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be canceled or substantially modified without at least ten (10) days written notice to the applicable Association.

Section 7.3. Other Insurance. Each Association (Muir Woods, Inc.; Section One Assn.; and Section Two Assn.) shall also obtain any other insurance required by law to be maintained, including but not limited to workers' compensation and occupational disease insurance, and such other insurance as their Boards of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, directors' and officers' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party

against another insured party. Such insurance shall inure to the benefit of each Owner, the applicable Association, its Board of Directors and any Managing Agent acting on behalf of said Association. Each Owner shall be deemed to have delegated to the applicable Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the applicable Association.

Section 7.4. General Provisions. The premiums for all insurance shall be paid by the applicable Association as part of said Association's common expenses. In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the owner and his or her Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Area. In the event of condemnation of all or any part of the Common Area, the applicable Association, as owner of the Common Area, shall represent the Owners in any negotiation or settlement regarding such condemnation. No Owners or any other party shall have priority over any rights of a Mortgagee pursuant to its mortgage in the case of distribution to such owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 7.5. Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at the Owner's own expense as he or she may deem necessary. Section One Assn. shall have no liability to the Owner for loss or damage to the contents of any Section One Dwelling or any personal property. Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the applicable Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

Section 7.6. Restoration of Common Area. In the event of damage to or destruction of any Common Area due to fire or any other casualty or disaster, the applicable Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the applicable Association, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the applicable Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the applicable Association against all applicable Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the common expenses of said Association and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as they existed immediately prior to the damage or destruction.

Section 7.7. Condemnation Awards. All proceeds payable as a result of condemnation shall be paid to the applicable Association who shall act as trustee and hold such proceeds for the benefit of the individual Owners and Mortgagees. Such proceeds shall be distributed as provided above.

ARTICLE VIII

Leasing of Dwellings and Maximum Number of Dwellings Owned

Section 8.1. Limits on the Number of Leased Dwellings ("Rental Cap"). In order to insure that the residents within Muir Woods share the same proprietary interest in and respect of the Dwellings and the Common Area;

no more than five (5) of the seventy-four (74) Dwellings in Section One; and

no more than three (3) of the forty-four (44) Dwellings in Section Two;

may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article VIII. The Dwelling Units described in the next paragraph of this Section 8.1 shall count towards the rental "cap". If at any time such number of Dwellings are leased or rented, an Owner who wants to rent or lease his or her Dwelling which is not already rented shall be placed upon a waiting list by the applicable Board of Directors. When an existing tenant moves out, the Owner of that Dwelling shall immediately notify the applicable Board of Directors or Managing Agent of such fact and that Dwelling cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwellings. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the applicable Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Dwelling. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Dwellings may be leased in the applicable Section of Muir Woods or whether the maximum number of Dwellings is currently being leased. If the maximum number of Dwellings is being leased, the applicable Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Notwithstanding the foregoing, the "rental cap" described above shall not apply to any Dwelling of an Owner in Muir Woods who, as of September 1, 2009, is renting or leasing said Dwelling and provides written proof thereof to the applicable Association's Managing Agent by that date. Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). The Owners of record of such currently-rented Dwellings shall not be subject to the provisions of this Section 8.1, but shall be

subject to the remaining provisions of this Article VIII. However, when the legal owners of record of any of the above-described Dwellings sell, transfer or convey such Dwelling(s) to another Owner after September 1, 2009, such Dwelling(s) shall immediately become subject to this Section 8.1.

Section 8.2. Hardship Exceptions and Waiver. Notwithstanding Section 8.1 above, if an Owner wishes to rent or lease his or her Dwelling, but the maximum number of Dwellings is currently being leased, the Owner may request the applicable Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to said Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Dwelling subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Article VIII. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Muir Woods due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.

Section 8.3. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the applicable Board of Directors. No portion of any Dwelling other than the entire Dwelling shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the applicable Association; and shall provide for direct action by the applicable Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the applicable Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners

who do not reside in the home shall provide the applicable Board of Directors with the name of the tenant(s) and any other residents living in the home.

Section 8.4. One Year Waiting Period. In addition to all other provisions of this Article VIII, for a period of at least one (1) year after an Owner's acquisition of a Dwelling, said Owner cannot lease such Dwelling. After such time, said Dwelling will be eligible to be leased if all other conditions of this Article VIII are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the applicable Association. Notwithstanding this Section 8.4, if an Owner wishes to lease a Dwelling prior to the end of the one year waiting period, the Owner may apply to the applicable Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Section 8.2 above.

Section 8.5. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the applicable Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to said Association for payments of assessments or any other charges.

Section 8.6. Association's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

Section 8.7. Violations. Any lease or attempted lease of a Dwelling in violation of the provisions of this Article VIII shall be voidable at the election of the applicable Association's Board of Directors or any other Muir Woods Owner, except that neither party to such lease may assert this provision of this Article VIII to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Muir Woods Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 8.8. Maximum Number of Dwellings Owned by a Single Owner. In order to encourage Muir Woods being and remaining a community where the Owners reside on the property:

- (a) No Owner may own more than two (2) Dwellings within either Section of Muir Woods at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwellings which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.
- (b) If any Owner is the Owner of more than one (1) Dwelling, such Owner or the majority of the principals of such Owner shall and must reside in Muir Woods in at least

one (1) of such Dwellings, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in Section 8.2 above.

As defined in Section 1.5 of this Declaration, "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. As used in this Section 8.8 above, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling. As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwellings, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this Section 8.8 shall be voidable at the election of the applicable Association's Board of Directors or any Muir Woods Owner within the applicable Section of Muir Woods, except that neither party to such agreement, conveyance or lease may assert this provision of this Article VIII to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Muir Woods Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 8.9. Institutional Mortgagees. The provisions set forth in this Article VIII shall not apply to any institutional mortgagee of any Dwelling which comes into possession of the Dwelling by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Dwelling is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Article VIII.

ARTICLE IX

General Provisions

Section 9.1. Enforcement. These covenants, conditions and restrictions, together with the rules and regulations adopted by any of the respective Associations, may be enforced by Muir Woods, Inc., Section One Assn., Section Two Assn., or any Owner. Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate

any covenant, condition or restriction, or rule or regulation, either to restrain or enjoin violation or to recover damages; and the failure or forbearance by the Association, Section One Assn., Section Two Assn. or any Owner to enforce any covenant, condition or restriction herein contained, or rule or regulation, shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the within covenants, conditions or restrictions or any rule or regulation cannot be adequately remedied by action at law or by recovery of damages. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions, rules or regulations.

Section 9.2. Severability. Invalidation of any one of these covenants, conditions or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Associations, or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of recordation of this Amended and Restated Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 9.4. Amendment. The provisions of this Declaration which pertain to all Owners or all Lots may be amended at any time upon the approval of the Owners of at least fifty-one percent (51%) of the seventy-four (74) Section One Dwellings AND fifty-one percent (51%) of the forty-four (44) Section Two Dwellings. The provisions of this Declaration which pertain only to Section One Owners or Lots may be amended at any time upon the approval of the Owners of at least fifty-one percent (51%) of the seventy-four (74) Section One Dwellings. The provisions of this Declaration which pertain only to Section Two Owners or Lots may be amended at any time upon the approval of the Owners of at least fifty-one percent (51%) of the forty-four (44) Section Two Dwellings. An amendment shall be effective only upon the recording of the same with the Marion County Recorder, and shall be signed by the President or Vice-President and Secretary of the applicable Association. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least ten percent (10%) of the total number of applicable Dwellings. A description of any proposed amendment shall accompany the notice of any regular or special meeting of the applicable Association at which such proposed amendment is to be voted upon.

ARTICLE X

Exterior Maintenance -- Section One

In addition to maintenance upon the Common Area in Section One, Section One Assn. shall provide exterior maintenance for the Section One Dwellings. However, such exterior maintenance shall not include glass surfaces. By majority vote, the Board of Directors of Section One Assn. through a resolution shall adopt "Responsibilities Guidelines" which shall more fully set forth such maintenance obligations of Section One Assn. and the Section One Owners. The "Responsibilities Guidelines" shall be incorporated herein by reference and made a part hereof. If an item is not listed in the "Responsibilities Guidelines", the determination of whether Section One Assn. or the Owner is responsible shall be at the sole discretion of the Board of Directors. If the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent act or omission of its Owner, or through the willful or negligent act or omission of the family, tenants, contract purchasers, guests or invitees of the Owner needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. Any additions, improvements, structures or landscaping authorized by the Declaration, By-Laws and Rules and Regulations of Section One Assn. shall be separately maintained by that Owner and not Section One Assn. unless otherwise agreed to by the Section One Board of Directors.

ARTICLE XI

Party Walls -- Section One

Section 11.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling upon Section One and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 11.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 11.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 11.4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 11.5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 11.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XII

Architectural Control and Use Restrictions -- Section One

Section 12.1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk or other structure or improvement of any kind shall be erected, placed, altered, or maintained upon any part of Section One, nor shall any exterior addition to or change (including any change in color) or alteration, therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Architectural Control Committee of Section One Assn. composed of not less than three (3) members appointed by Section One Assn.'s Board of Directors. (In lieu of a separate Committee, the Section One Board of Directors may serve as said Architectural Control Committee.) Refusal of approval of plans, location or specification by the Architectural Control Committee may be based upon any ground, including without limitation:

- lack of harmony of external design, color, location or relation to surrounding structures and topography, and
- purely aesthetic considerations,

which, in the sole and absolute discretion of the Section One Architectural Control Committee shall seem sufficient. Other factors to be considered are whether the proposed change would:

- enhance the site and building,
- screen undesirable areas or view, or
- establish acceptable relationships between buildings, parking areas and adjacent properties.

No alterations may be made in such plans after approval by the Section One Architectural Control Committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Section One Architectural Control Committee for its records. If the Committee fails to approve or disapprove such application within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. The Section One Architectural Control Committee shall have the power to adopt further rules and regulations with respect to this Section 12.1.

Section 12.2. Section One Prohibited Uses and Nuisances. The remaining Sections of this Article XII shall be applicable to Section One.

Section 12.3. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.

Section 12.4. Animals and Pets. No animals of any kind shall be raised, bred or kept in any part of Section One, except that dogs, cats or customary household pets in reasonable numbers may be kept in a Dwelling or on a Lot subject to rules and regulations adopted by the Section One Board of Directors; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. No animal may be leashed or tied to any stationary object (such as a stake) on the Common Areas while unattended. No Owner or resident shall permit a pet to molest, attack or otherwise interfere with the freedom of movement of any other resident in Section One, to chase vehicles, to attack other residents' pets, or to create a disturbance in any way. 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 Section One upon ten (10) days' written notice from the Board to the respective Owner. The appropriate governmental authorities shall have an easement across the Muir Woods and Section One real estate to enforce local animal control laws and ordinances.

Section 12.5. Burning. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot, Common Area or Limited Common Area.

Section 12.6. Vehicles. No boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, mini-bikes, or any other vehicles of any description (other than normal passenger vehicles consisting of (i) trucks with a maximum load capacity of three-quarters (3/4) of a ton or less, (ii) vans or (iii) automobiles), shall be permitted, parked or stored anywhere within Section One; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from Section One provided the shortest route to and from a public road outside the community is used. No Owners or other residents shall repair or restore any vehicle of any kind within Section One, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles are vehicles, regardless of size, on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Section One property. No vehicle may be stored in any location other than a space intended or designated for parking. Thus, no vehicles are allowed to be parked or placed on any lawn areas. Any vehicle in violation of the above shall be subject to being towed at the expense and risk of the owner thereof.

Section 12.7. Garbage and Refuse Disposal. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Section 12.8. Vehicle Access and Parking. In order to facilitate the free movement of passing vehicles in Section One, no automobiles belonging to Owners shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies. ®

Section 12.9. Tree Preservation. No trees measuring in excess of six (6) inches in diameter measured three (3) feet above ground shall be removed from any portion of Section One without prior written approval of the Section One Board of Directors.

Section 12.10. Temporary Structures. Except as may be approved in writing by the Board of Directors of Section One Assn., no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of Section One at any time.

Section 12.11. Signs. No signs of any character shall be erected, posted or displayed upon, in or about any Lot or the Common Areas, unless specifically permitted by a rule or regulation adopted by the Section One Board of Directors or approved in writing by the Board or the Architectural Control Committee. Generally, only those signs that relate to the safety and security of residents and the Association will be permitted. Examples include traffic signs erected by the Association or required by the locality, "Safe House for Children" or similar signs, or signs indicating the sleeping quarters of elderly, children or handicapped residents for the benefit of fire or emergency personnel. Any sign erected, posted or displayed which is in

violation of the above or the rules and regulations shall be removed by the Owner or his or her agent. Any violation remaining after notification and grace period of 10 days shall be removed by the Association and the Common Areas shall be restored, with all costs incurred by the Association constituting a Special Assessment against the applicable Owner and Lot. Signs shall be held at a location to be determined by the Section One Board of Directors for a reasonable time and if not picked up, will then be disposed of.

Section 12.12. Easements. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of Section One which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

Section 12.13. Garage Doors. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress and egress.

Section 12.14. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Section One Board of Directors. The placement, installation, use and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Section One Assn. Board of Directors. No satellite dish greater than one meter (about 39") in diameter shall be permitted.

Section 12.15. Passes and Permits. There shall be no violation of any rules for the Common Area which may, from time to time, be adopted by the Board of Directors of Muir Woods, Inc. and Section One Assn., as their interests may appear, or promulgated among the membership by them in writing, and the Board of Directors are hereby and elsewhere in the By-Laws, authorized to adopt such rules. These rules shall include a provision that no passes, permits or other authority shall be given by any Owner to any person or persons to utilize the Common Area, Recreational Common Area and amenities which are properties of the respective Associations.

Section 12.16. Single Family Use. All Lots and Dwellings in Muir Woods Section One shall be used solely for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen and dining area. No business activities may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance.

Section 12.17. Increases in Insurance; Violations of Laws or Ordinances. Nothing shall be done or kept in any Dwelling or on any Lot in Section One or in the 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 his or her Dwelling, on his or her Lot, or in the

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.

Section 12.18. Restrictions on Plat. In addition to the foregoing restrictions, all restrictions of the Plat as to the use of the Section One Properties are incorporated by reference herein as restrictions of this Declaration.

Section 12.19. Separate Lots. Each Dwelling in Section One is separately platted in such manner as will permit it to be individually sold as a part of a permanent home community.

Section 12.20. Right of Association to Remove or Correct Violations of this Article. The Section One Assn. may, in the interest of the general welfare of all the Owners in Section One and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; provided, however, that no such action shall be taken without a resolution of the Board of Directors of Section One Assn. Such rights of Section One Assn. are in addition to, and not in lieu of, those provided in Section 9.1 above.

Section 12.21. Perpetual Easement for Encroachments -- Section One. If any portion of the Common Area shall encroach upon any Lot in Section One, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained for the benefit of the Section One Assn. and any Owner whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings in Section One, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachment is hereby reserved for the benefit of the Section One Assn. and any Owner whose Lot is affected thereby and shall exist perpetually.

ARTICLE XIII

Casualty of Section One Dwellings

Section 13.1. Restoration of Section One Dwellings.

(a) Damage to or destruction of any Section One Dwelling due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by Section One Assn. and the proceeds of insurance, if any, shall be applied for that purpose.

(b) If the insurance proceeds, if any, received by Section One Assn. as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Section One Dwellings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Section One Owners of the Dwellings damaged in proportion to the ratio that damages to a Section One Owner's Dwelling have to the total damage to all Section One Dwellings that are damaged. Any such amounts payable by the Owners of such damaged Dwellings shall be assessed like a Special Assessment of Section One Assn. and shall constitute a lien from the time of assessment as provided herein.

(c) For purposes of subparagraphs (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Section One Dwellings to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) Encroachments upon or in favor of Section One Dwellings which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Section One Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Section One Dwellings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Section One Dwellings stand.

(e) In the event that there is any surplus of monies in the construction funds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums shall be distributed to the Owners of the Section One Dwellings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors of Section One Assn. in proceeding to repair or reconstruct damaged Section One Dwellings shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

CHICAGO TITLE ARTICLE XIV

Architectural Control and Use Restrictions -- Section Two

Section 14.1. Restrictions Upon Section Two. In order to afford adequate protection to all present and future Owners of Lots in Section Two, the following protective covenants set forth in the remaining Sections of this Article X are established, each and all inuring to the benefit of each and every Owner in Section Two, their heirs, successors and assigns.

Section 14.2. Single Family Use. All Lots and Dwellings in Muir Woods Section Two shall be used solely for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen

and dining area. No business activities may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance.

Only one single family Dwelling, a private garage and other such outbuildings usual and incidental to the use of a residential lot may be constructed on a Lot. No portion of any Lot may be sold or subdivided whereby a greater number of Dwellings may be erected thereon which could exceed the total number of Lots platted.

Section 14.3. Architectural Control Committee. There shall be an Architectural Control Committee for Section Two appointed and functioning in the exact same manner as set forth in Section 12.1 above for Section One.

Section 14.4. Dwelling Size. No Dwelling may be constructed or reconstructed on any Section Two Lot unless such Dwelling, exclusive of open porches and attached garages, shall have a minimum ground or multiple floor area of thirteen hundred (1300) square feet of living area.

Section 14.5. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a Dwelling, temporary or permanent, nor may any structure of a temporary character be used as a Dwelling.

Section 14.6. Building Location and Special Easements. No building may be erected between the building line shown on the recorded plat and the front Lot line; and no structure or part thereof may be built or erected nearer than twenty (20) feet to any side yard line. Before construction commences, said grade line shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

Section 14.7. Easements for Drainage, Sewers and Utilities. Lots in Section Two are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of Owners, public utility companies and governmental agencies as follows:

- i) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each Owner to maintain the drainage across his or her own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict in any manner the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by an governmental authority having jurisdiction over drainage. Said easements are for the mutual use and benefit of all Owners in Section Two.

ii) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the Properties for the purpose of installation and maintenance of sewers that are part of said system. Each Owner must connect with any public sanitary sewer available.

iii) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

All such easements mentioned herein include the right of reasonable ingress and egress for the exercise of the other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement.

Section 14.8. Driveways. All dwelling driveways in Section Two shall be constructed with a dust free, all weather surface. There shall be no such driveways onto 80th Street or John Muir Drive.

Section 14.9. Vehicle Access and Parking. Emergency vehicles, including police, fire department and ambulance vehicles, delivery, service and maintenance vehicles shall have a permanent easement for access and use of the streets. The streets shall not be used for parking of any vehicles. No boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, mini-bikes, or any other vehicles of any description (other than normal passenger vehicles consisting of (i) trucks with a maximum load capacity of three-quarters (3/4) of a ton or less, (ii) vans or (iii) automobiles), shall be permitted, parked or stored anywhere within Section Two; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from Section Two provided the shortest route to and from a public road outside the community is used. No Owners or other residents shall repair or restore any vehicle of any kind within Section Two, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles are vehicles, regardless of size, on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Section Two property. No vehicles are allowed to be parked or placed on any lawn areas. Any vehicle in violation of the above shall be subject to being towed at the expense and risk of the owner thereof.

Section 14.10. Yard Lights. Each Owner must provide and maintain on his or her Lot a front yard light which must operate from dusk to dawn. The location, size and type of light are subject to the approval of the Architectural Control Committee.

Section 14.11. Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than five square feet may be displayed at any time for the purpose of advertising the Lot for sale or rent.

Section 14.12. Fencing. No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building setback line except where such planting is part of the Dwelling landscaping and the prime root thereof is within four (4) feet of the Dwelling. In any case, no fence shall be erected on or along any Lot line, nor any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air; and all fences shall be kept in good repair and erected so as to enclose the Lot or decorate the same without hindrance or obstruction to any other Lot. No fence may be installed without the approval of the Section Two Architectural Control Committee.

Section 14.13. Maintenance of Lots and Improvements. The Owner of any Lot in Section Two shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly. Specifically, such Owner shall:

- a. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- b. Remove all debris and rubbish.
- c. Cut down and remove dead trees.
- d. Prevent the growth of volunteer trees and bushes. ®
- e. Prevent the existence of any other condition that reasonably tends to detract from, or diminish, the aesthetic appearance of the Development.
- f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Failure to comply shall warrant any Owner or the Section Two Assn. to cut weeds and clear the Lot of such unsightly growth at the expense of the Owner, and such Owner or Section Two Assn. shall have a lien against said Lot for the expense thereof.

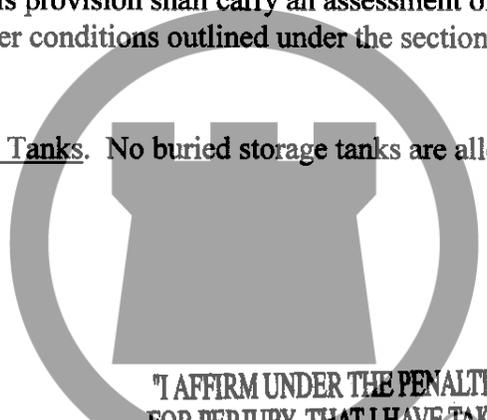
Section 14.14. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling situated upon a Lot in Section Two, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.

Section 14.15. Garbage or Refuse Disposal. No Section Two Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 14.16. Animals and Pets. No animals of any kind shall be raised, bred or kept on any Section Two Lot, except that dogs, cats, cage birds and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots so that they will not be a nuisance.

Section 14.17. Tree Preservation. No living tree, whose trunk diameter exceeds six (6) inches when measured three (3) feet above the ground, may be removed from any portion of Section Two without prior written approval of the Section Two Assn. Board of Directors. Any tree removed in violation of this provision shall carry an assessment of Five Hundred Dollars (\$500.00) per tree payable under conditions outlined under the sections on Assessments hereinbefore set forth.

Section 14.18. Storage Tanks. No buried storage tanks are allowed on any Section Two Lot.



"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."

CHICAGO TITLE

P. Thomas Murray

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.
Telephone (317) 536-2565

CONSENT AND SIGNATURE PAGE
MUIR WOODS

*Recorded
10/28/08
WTH*

Phillip L. Terry
(owner's signature)

(owner's signature)

Phillip L. Terry
(printed)

(printed)

8160 Merck Court East Dr. Judpls, IN
(street address)

46240

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF *MARION*)

Before me, a Notary Public, in and for said County and State, personally appeared *Phillip L. Terry*, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this *4th* day of *October*, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: *MARION*

NANCY J. HARRISON
Printed

My Commission Expires *Dec 1, 2011*

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Marlene Weiss
(owner=s signature)

(owner=s signature)

MARLENE WEISS
(printed)

(printed)

8024 SEDUOIA Ct.
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 10th day of October, 2005.

CHICAGO TITLE

Michael W. McConnell
Notary Public--Signature

Residence County: WARRION

MICHAEL W. McCONNELL
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Barbara Roy
(owner's signature)

Barbara Roy
(owner's signature)

BARBARA Roy
(printed)

BARBARA Roy
(printed)

8112 Sequoia Court
(street address)

?
(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Barbara Roy, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20 day of June, 2009.

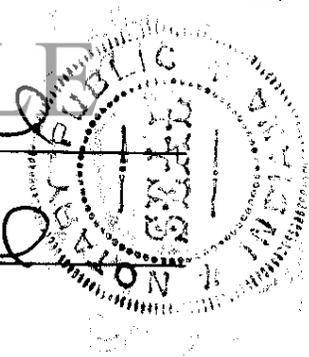
CHICAGO TITLE

[Signature]
Notary Public--Signature

Residence County: Marion

Emily Wissel
Printed

My Commission Expires July 31, 2015



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jerrey B. Bean
(owner's signature)

(owner's signature)

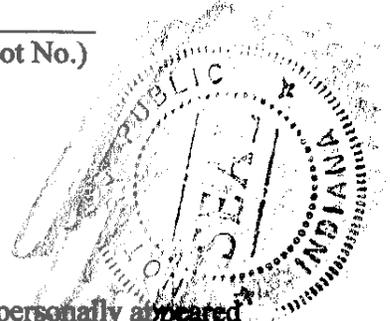
Jerrey B. Bean
(printed)

(printed)

8173 Menlo Ct E Dr
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Madison)



Before me, a Notary Public, in and for said County and State, personally appeared Jerrey B. Bean II, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 23 day of June, 2009.

CHICAGO TITLE

[Signature]
Notary Public--Signature

Residence County: Madison

Suzanne M. Fearner
Printed

My Commission Expires 2-22-2017

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jacquelyn Gramman
(owner's signature)
JACQUELYN GRAMMAN
(printed)

(owner's signature)

(printed)

8118 SEQUOIA CT.
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Jacquelyn Gramman, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 30th day of JUNE, 2009.

CHICAGO TITLE

Carla K. Cartwright
Notary Public--Signature

Residence County: Marion

Carla K. Cartwright
Printed

My Commission Expires 6-18-2017



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]
(owner's signature)

(owner's signature)

P. BRYAN FLYNN
(printed)

(printed)

8006 SEQUOIA CT
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Mauw)

Before me, a Notary Public, in and for said County and State, personally appeared P. Bryan Flynn, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of July, 2009.



Residence County: Mauw

Deborah S. Stroud
Notary Public--Signature

Deborah S. Stroud
Printed

My Commission Expires 1-27-2016

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Susan J. Bartz MS, DVM
(owner's signature)

Susan J. Bartz MS, DVM
(printed)

8153 Menlo Ct W. Drive
(street address)

(owner's signature)

(printed)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared SUSAN J. BARTZ MS, DVM, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of JULY, 2009.

CHICAGO TITLE

Nancy J. Harrison
Notary Public-Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Mark R Freije
(owner's signature)

Kimaley A. Freije
(owner's signature)

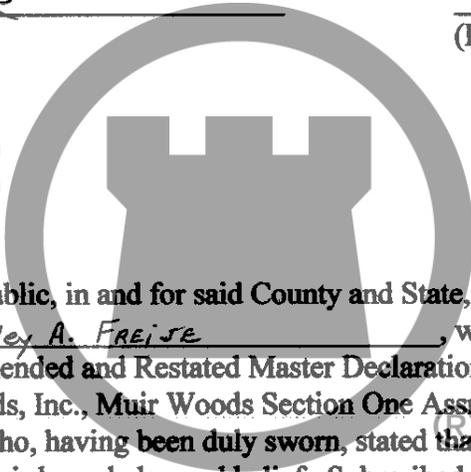
Mark R Freije
(printed)

Kimaley A. Freije
(printed)

2123 Menlo Lane
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared MARK R. FREIJE and Kimaley A. FREIJE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of July, 2009

CHICAGO TITLE

Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Marcia S. Sklare

(owner's signature)

Marcia S. Sklare

(printed)

Bruce Sklare

(owner's signature)

BRUCE SKLARE

(printed)

8111 SEQUOIA COURT

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared MARCIA S. SKLARE and BRUCE SKLARE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of JULY, 2009

CHICAGO TITLE

Nancy J. Harrison

Notary Public--Signature

Residence County: MARION

Nancy J. Harrison

Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

S. Betty Yan
(owner's signature)

(owner's signature)

S. BETTY YAN
(printed)

(printed)

8131 Menlo Ct. E. Dr.
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared S. Betty Yan, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of JULY, 2009.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

NANCY J. HARRISON
Printed

Residence County: MARION

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Sau Chi B. Yan
(owner's signature)

(owner's signature)

SAU-CHI B. YAN
(printed)

(printed)

8131 MENLO CT. E. Dr., Indianapolis, IN 46240
(street address)

46240
(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Sau-Chi B Yan, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 28 day of August, 2007

CHICAGO TITLE

Tiffany L. Jewell
Notary Public--Signature

Residence County: Marion

Tiffany L. Jewell
Printed

My Commission Expires 12/21/2007



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Kathleen Taflinger

(owner's signature)

Steve Taflinger

(owner's signature)

Kathleen Taflinger

(printed)

STEVE TAFLINGER

(printed)

8161 meilo Ct. E Dr.

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Kathleen and Steve TAFLINGER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of September, 2007

CHICAGO TITLE

Nancy J. Harrison

Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON

Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Carol Candido

(owner's signature)

_____ (owner's signature)

CAROL CANDIDO

(printed)

_____ (printed)

8152 Menlo Ct. W.D.

(street address)

_____ (Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared CAROL CANDIDO, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of September, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Virginia B. Carroll
(owner's signature)

Virginia B. Carroll
(printed)

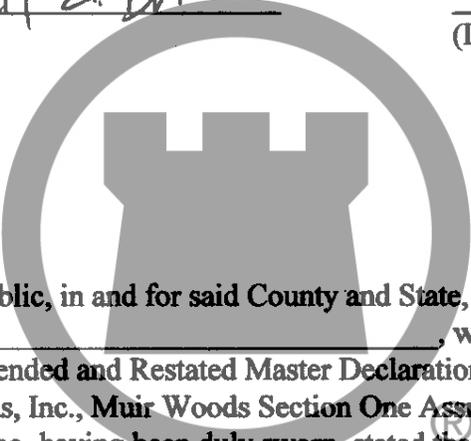
8137 Menlo Court E. Dr.
(street address)

(owner's signature)

Angela Conn
(printed)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared VIRGINIA B. CARROLL, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of SEPTEMBER, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public - Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Lauren Freese
(owner's signature)

(owner's signature)

Lauren Freese
(printed)

(printed)

2178 Menlo Lane
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared LAUREN FREESE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of SEPTEMBER, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires DEC. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Steven M. Gaines
(owner's signature)

(owner's signature)

Steven M. Gaines
(printed)

(printed)

8036 Sequoia Ct
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared STEVEN M. GAINES, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 8th day of September, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Marianne Howard
(owner's signature)

(owner's signature)

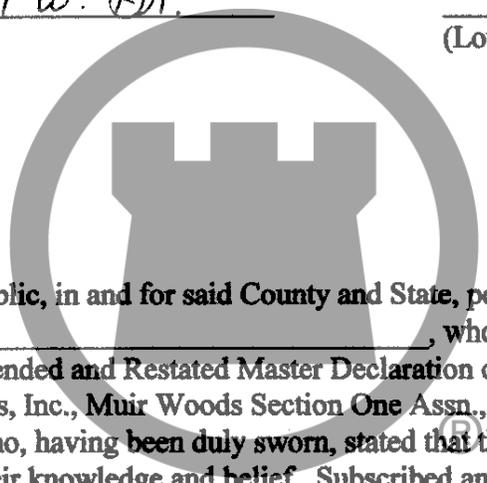
Marianne Howard
(printed)

(printed)

8147 Menlo Court W. Dr.
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF _____)



Before me, a Notary Public, in and for said County and State, personally appeared MARIANNE HOWARD, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of September, 2007

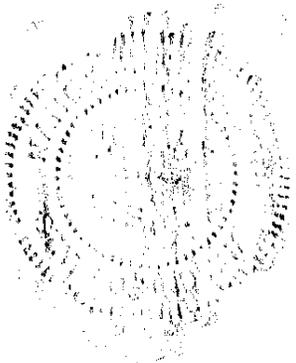
CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Delores J. Holdaway

(owner's signature)

(owner's signature)

Delores J. Holdaway

(printed)

(printed)

8140 Menlo Ct West Dr.

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared DELORES J. HOLDAWAY, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of SEPTEMBER, 2007

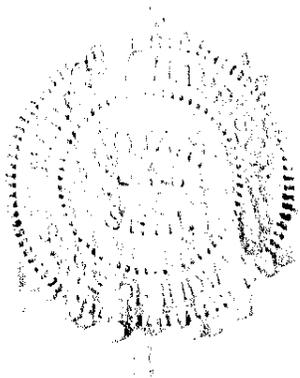
CHICAGO TITLE

Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Eleanor J. New
(owner=s signature)

(owner=s signature)

Eleanor J. New
(printed)

(printed)

8143 Menlo Ct. E. De.
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)

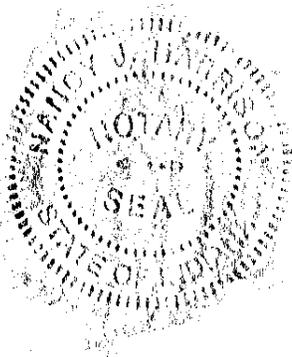
Before me, a Notary Public, in and for said County and State, personally appeared ELEANOR NEW, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 8th day of September, 2007.

CHICAGO TITLE
Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Donna Stephenson
(owner's signature)

(owner's signature)

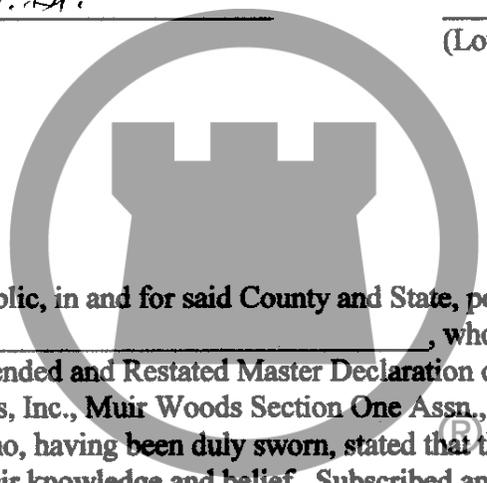
Donna Stephenson
(printed)

(printed)

8141 Menlo Ct. W. Dr.
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF Marion)



Before me, a Notary Public, in and for said County and State, personally appeared DONNA STEPHENSON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of SEPTEMBER, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. HARRISON
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Handwritten Signature]

(owner's signature)

(owner's signature)

Ethel Derr-Yellin

(printed)

(printed)

2123 Sequoia Lane

(street address)

2

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared ETHEL DERR-YELLIN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison

Notary Public-Signature

Residence County: MARION

Nancy J. Harrison

Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Bruce O. Conner

(owner's signature)

_____ (owner's signature)

Bruce O. Conner

(printed)

_____ (printed)

8136 Mendoc Ct, EAST Drive

(street address)

26

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared BRUCE O. CONNER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Harold W. Vogt
(owner's signature)

(owner's signature)

HAROLD W. VOGT, JR
(printed)

(printed)

8158 MENLO CT. W. DR.
(street address)

37
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2007

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

David Krol
(owner's signature)

(owner's signature)

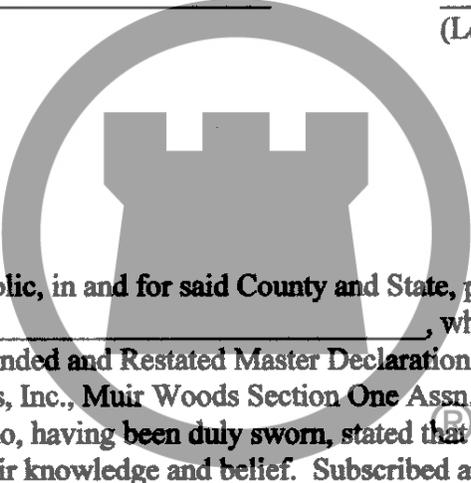
David Krol
(printed)

(printed)

2136 Sequoia LN
(street address)

18
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared DAVID KROL, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

David A. Burdham

(owner=s signature)

Celeste S. Burdham

(owner=s signature)

DAVID A Burdham

(printed)

Cheryl Burdham

(printed)

8146 Mendo Ct West Dr.

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF IND)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of OCTOBER, 2005.

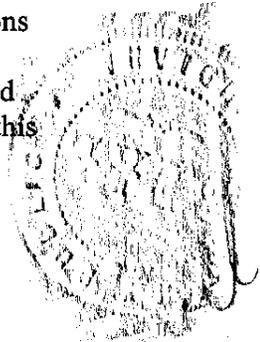
CHICAGO TITLE

Michael W. McLowrie
Notary Public--Signature

Residence County: Marion

Michael W. McLowrie
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]
(owner=s signature)

Ednel C. Derr-Yellin
(printed)

[Signature]
(owner=s signature)

Mark E. Yellin
(printed)

2123 Sequoia Lane
(street address)

02
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 02 day of October, 2005.

CHICAGO TITLE

[Signature]
Notary Public--Signature

Residence County: Marion

MICHAEL W. McCune
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Bruce D. Conner

(owner=s signature)

_____ (owner=s signature)

Bruce D. Conner

(printed)

_____ (printed)

8136 Menlo Court, East Drive

(street address)

0026

(Lot No.)

STATE OF INDIANA)

COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of October, 2003.

CHICAGO TITLE

Michael W. McLaughlin
Notary Public--Signature

Residence County: Warren

Michael W. McLaughlin
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Daniel J. O'Connor
(owner=s signature)

(owner=s signature)

Daniel J. O'Connor
(printed)

(printed)

8012 Sequoia CT
(street address)

06
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF _____)

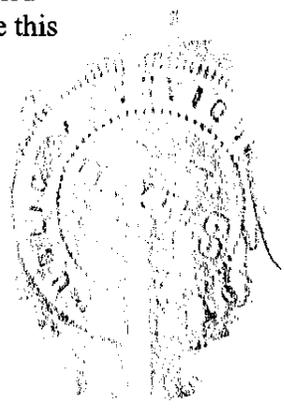
Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 10th day of October, 2005.

[Signature]
Notary Public--Signature

Residence County: Marion

Michael W. McLoone II
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Robert C. Loomis
(owner=s signature)

Roxanne Loomis
(owner=s signature)

ROBERT C. LOOMIS
(printed)

Roxanne Loomis
(printed)

8018 SEQUOIA COURT
(street address)

07
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 10TH day of OCTOBER, 2005.

CHICAGO TITLE

Michael W. McConnell
Notary Public--Signature

Residence County: MARION

MICHAEL W. MCCONNELL
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE

Harold W. Vogt
(owner's signature)

Carol J. Vogt
(owner's signature)

HAROLD W. VOGT JR
(printed)

Carol J. Vogt
(printed)

8158 MENLO CT. W. DR.
(street address)

37
(Lot No.)

STATE OF INDIANA)
COUNTY OF _____)



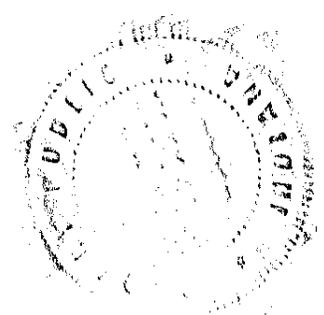
Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of October, 2005.

Michael W. McConnell
Notary Public—Signature

Residence County: Marion

Michael W. McConnell
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Christopher Wiegand
(owner=s signature)

(owner=s signature)

CHRISTOPHER WIEGAND
(printed)

(printed)

8130 MENLO CT. E. DR.
(street address)

25
(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6TH day of OCTOBER, 2005.

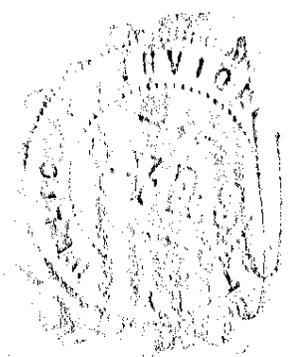
CHICAGO TITLE

Michael W. McConnell
Notary Public--Signature

Residence County: MARION

MICHAEL W. McCONNELL
Printed

My Commission Expires Feb. 2009



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Bill L. Williams
(owner=s signature)

Mary G. Williams
(owner=s signature)

BILL L. WILLIAMS
(printed)

MARY G. WILLIAMS
(printed)

8106 SEQUOIA CT, INDIANAPOLIS IN
(street address) 46240

12
(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

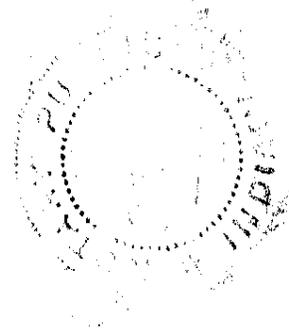
Before me, a Notary Public, in and for said County and State, personally appeared JOAN A. EFFINGER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of SEPTEMBER, 2005.

John L. Grogan
Notary Public--Signature

Residence County: MARION

JOAN A. EFFINGER
Printed

My Commission Expires 04-21-2013



CONSENT AND SIGNATURE PAGE
MUIR WOODS

John L. McCreary
(owner's signature)
John L. McCreary
(printed)

Margorie M Goudland
(owner's signature)
MARGORIE M Goudland
(printed)

8042 Sequoia Court
(street address)

11
(Lot No.)

STATE OF INDIANA)
COUNTY OF Martin)

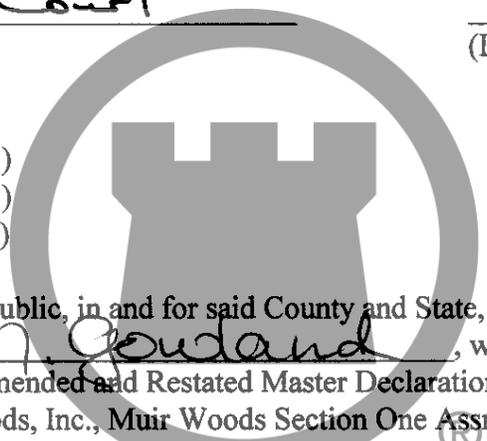
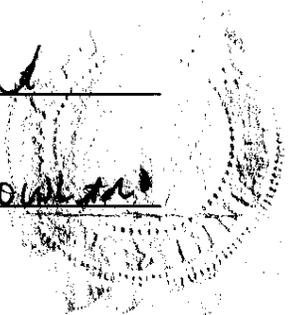
Before me, a Notary Public, in and for said County and State, personally appeared Margorie M. Goudland, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of July, 2008.

W. Bobette Brooks
Notary Public--Signature

Residence County: Hamilton

W. Bobette Brooks
Printed

My Commission Expires May 3, 2015



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Celeste S. Burcham
(owner's signature)

(owner's signature)

Celeste S. Burcham
(printed)

(printed)

8146 Menlo Ct West Dr
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared CELESTE S. BURCHAM, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of SEPTEMBER, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]

(owner's signature)

Stephanie Maddox

(printed)

2129 Menlo Lane

(street address)

(owner's signature)

(printed)

(Lot No.)

STATE OF INDIANA)

COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared Stephanie Maddox, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 18th day of September, ~~2007~~ 2008

CHICAGO TITLE

Marsha L. Burkhardt
Notary Public--Signature

Residence County: Marion

Marsha L. Burkhardt
Printed

My Commission Expires 10/23/09



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Rhonda Spencer
(owner's signature)

(owner's signature)

Rhonda Spencer
(printed)

(printed)

8164 Menlo Court West Dr.
(street address)

38
(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared RHONDA SPENCER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 21st day of JULY, 2009.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

My Commission Expires Dec. 1, 2011
Notary Public, State of Indiana
NANCY J. HARRISON

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Susan Schwab
(owner's signature)

(owner's signature)

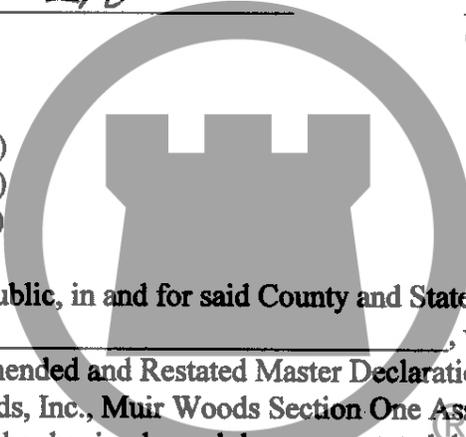
Susan Schwab
(printed)

(printed)

2134 Menlo Ln
(street address)

41
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared SUSAN SCHWAB, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 21st day of July, 2009.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Colleen Schmidt

(owner's signature)

_____ (owner's signature)

Colleen Schmidt

(printed)

_____ (printed)

852 Menlo Court E Tar

(street address)

27

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Colleen Schmidt, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 21 day of July, 2009.

CHICAGO TITLE

Nancy J. Harrison
Notary Public - Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Betty L. Armacost
(owner's signature)

(owner's signature)

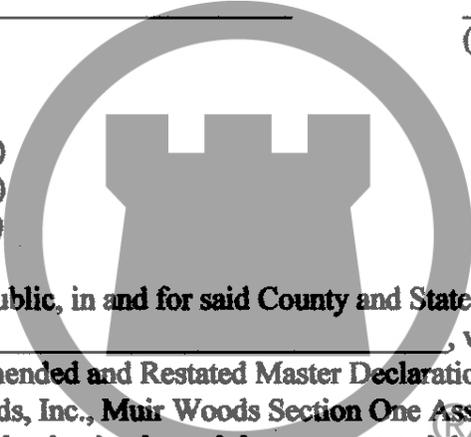
Betty L. Armacost
(printed)

(printed)

2315 CALAVERAS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared Betty L. ARMA COST, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of July, 2009

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Carol C. Beck
(owner's signature)

(owner's signature)

CAROL C. BECK
(printed)

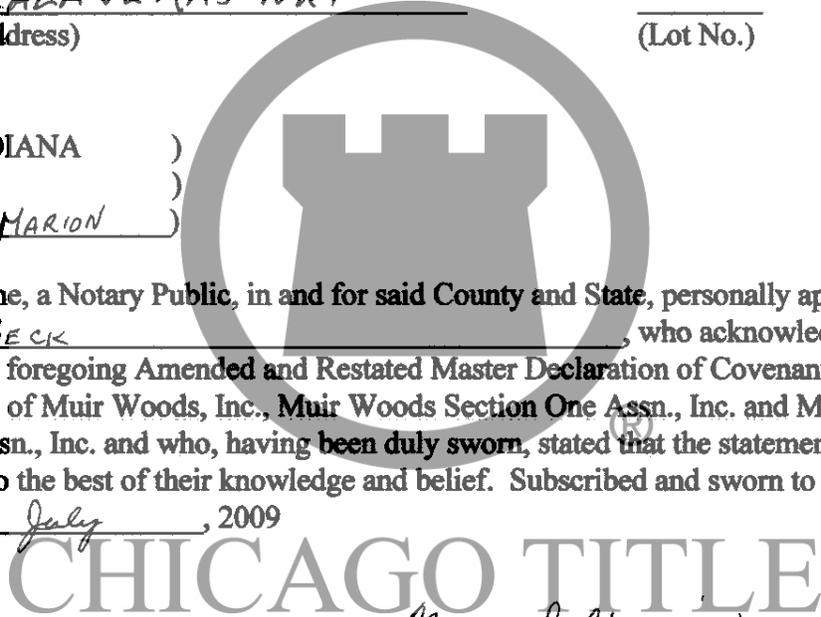
(printed)

2236 CALAVERAS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared CAROL C. BECK, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of July, 2009



Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Joseph A. DesJean
(owner's signature)

(owner's signature)

Joseph A. DesJean
(printed)

(printed)

2237 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JOSEPH A. DESJEAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 17th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

James E. Bethel
(owner's signature)

(owner's signature)

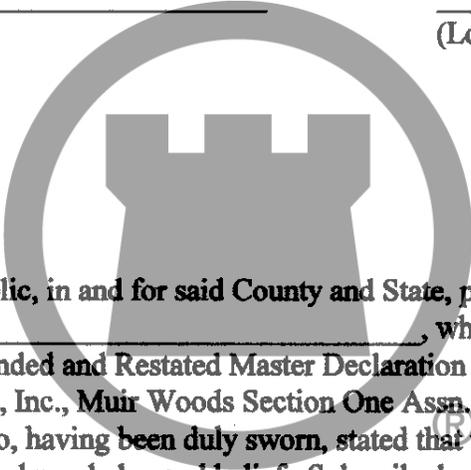
JAMES E. BETHEL
(printed)

(printed)

8133 FRISCO WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared JAMES E. BETHEL, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Fred J. Bloss Sr.
(owner's signature)

(owner's signature)

FRED J. BLOSS SR.
(printed)

(printed)

2315 FRISCO PLACE
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared FRED J. BLOSS, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 8th day of September, 2007

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]
(owner's signature)

(owner's signature)

Thomas J. Schroeder
(printed)

(printed)

2420 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Thomas J. Schroeder, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 8th day of September, 2007

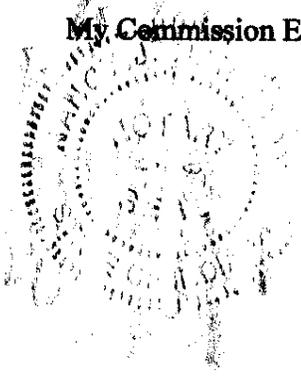
CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jacqueline L. Workman
(owner's signature)

(owner's signature)

Jacqueline L. Workman
(printed)

(printed)

8041 Van Ness Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JACQUELINE L. WORKMAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 18th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jacqueline L. Workman
(owner's signature)

(owner's signature)

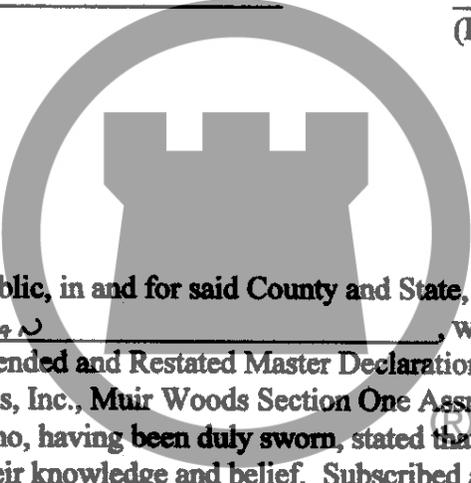
JACQUELINE L. Workman
(printed)

(printed)

8041 VAN NESS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared JACQUELINE L. WORKMAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 13th day of September, 2006

CHICAGO TITLE

Nancy J. Harrison
Notary Public Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Colleen Yeardon
(owner's signature)

(owner's signature)

Colleen Yeardon
(printed)

(printed)

2311 FRISCO PLACE
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared COLLEEN YEARDON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2006.

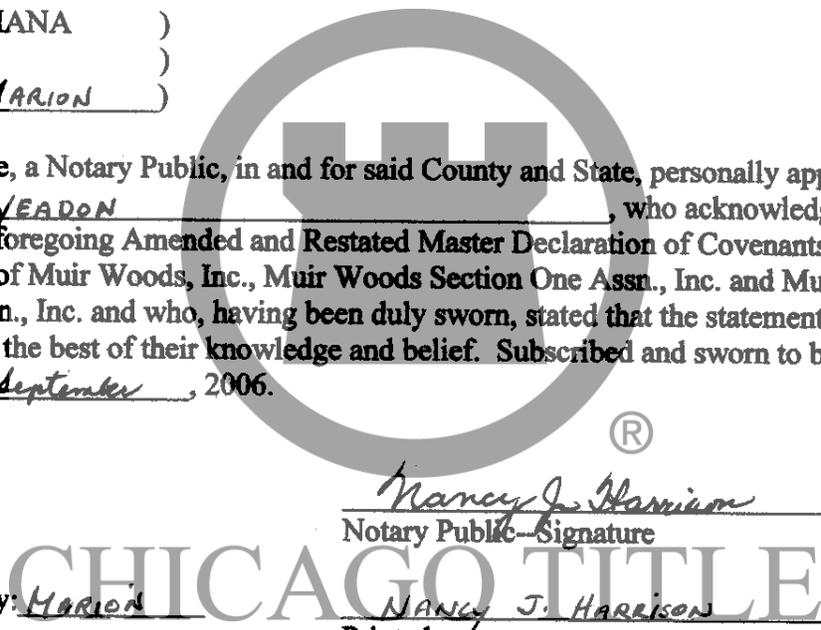
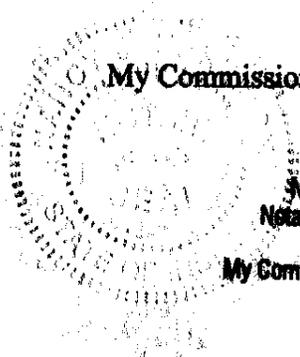
Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Barry Bernstein
(owner's signature)

(owner's signature)

BARRY BERNSTEIN
(printed)

(printed)

2343 Frisco Place
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7 day of SEPT, 2006.

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CHICAGO TITLE

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Joan Schneider
(owner's signature)

(owner's signature)

Joan Schneider
(printed)

(printed)

2222 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared JOAN SCHNEIDER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Susan M. Richardson
(owner's signature)

(owner's signature)

Susan M. Richardson
(printed)

(printed)

2242 Frisco Place
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared SUSAN M. RICHARDSON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 18th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

(owner's signature)

Ann Doehman
(owner's signature)

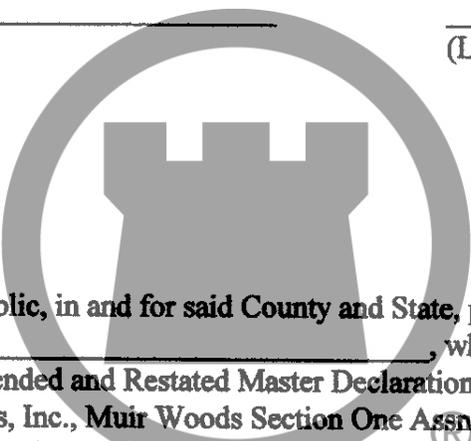
(printed)

ANN DOEHMAN 9/17/05
(printed)

2329 Frisco Place
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared ANN DOEHMAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 17th day of September, 2005

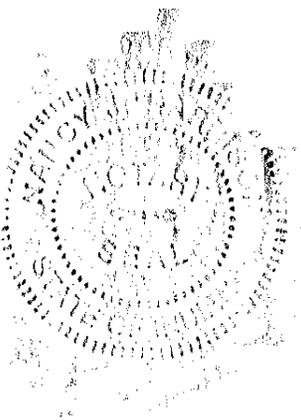
CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Fred Bloss, Sr.
(owner's signature)

(owner's signature)

FRED J. BLOSS, SR.
(printed)

(printed)

2211 VAN NESS PL.
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared FRED J. BLOSS, Sr., who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 17th day of September, 2005

CHICAGO TITLE

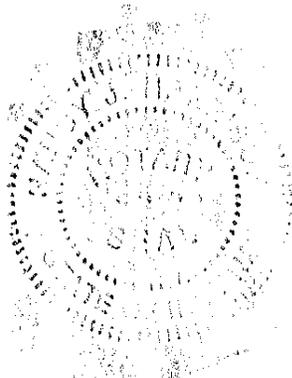
Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Handwritten Signature]
(owner's signature)

(owner's signature)

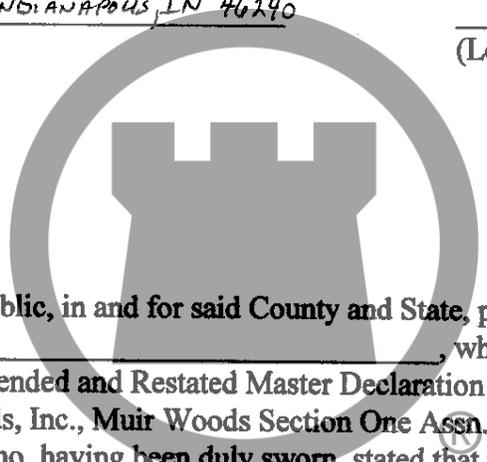
DONNA PERCHER
(printed)

(printed)

2227 CALAVERAS WAY, INDIANAPOLIS, IN 46240
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared DONNA PERCHER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 24th day of April, 2003.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Donna Percher

(owner's signature)

(owner's signature)

DONNA PERCHER

(printed)

(printed)

2227 CALAVERAS Way

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared DONNA PERCHER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison

Notary Public/Signature

Residence County: MARION

NANCY J. HARRISON

Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Pamela J Smith
(owner's signature)

(owner's signature)

Pamela J Smith
(printed)

(printed)

2319 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared PAMELA J. SMITH, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Leslie A King
(owner's signature)

(owner's signature)

Leslie A King
(printed)

(printed)

2328 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared LESLIE A. KING, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

William L. Gibson
(owner's signature)

(owner's signature)

Wm L. GIBSON
(printed)

(printed)

2402 Colawood Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared WILLIAM L. GIBSON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2005

CHICAGO TITLE

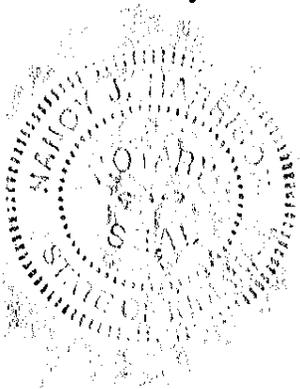
Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Kristina K. Leonard
(owner's signature)

(owner's signature)

Krist K Leonard
(printed)

(printed)

2406 Calavera
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared KRISTINA K. LEONARD, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 11th day of September, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

NINA ZAGARIS
(owner's signature)

(owner's signature)

NINA V. ZAGARIS
(printed)

(printed)

8055 VAN NESS WAY
(street address)

I-1
(Lot No.)

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public, in and for said County and State, personally appeared NINA V. ZAGARIS, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: Marion

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Marshall O. Beilke

(owner's signature)

(owner's signature)

MARSHALL O. BEILKE

(printed)

(printed)

2310 Fazio Pl.

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared MARSHALL O. BEILKE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Joan B. Ervin
(owner's signature)

Wm C Ervin
(owner's signature)

Joan B. ERVIN
(printed)

(Bill) Wm. C. ERVIN
(printed)

8158 FRISCO WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JOAN B. ERVIN AND Wm. C. ERVIN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Mary C. Howey
(owner's signature)

(owner's signature)

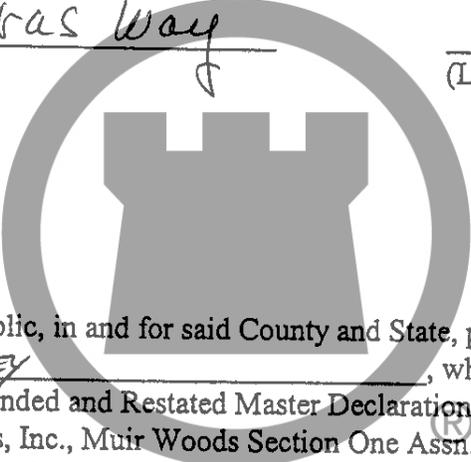
MARY C. Howey
(printed)

(printed)

2314 Calaveras way
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Marion)



Before me, a Notary Public, in and for said County and State, personally appeared MARY C. HOWEY, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray
Notary Public--Signature

Residence County: _____

Printed _____

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Edward L Krause
(owner's signature)

(owner's signature)

EDWARD L. KRAUSE
(printed)

(printed)

2304 CALAVERASWAY
(street address)

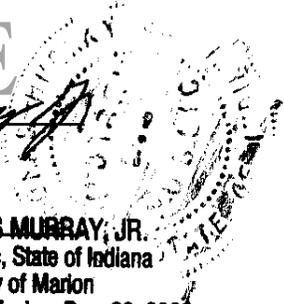
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared EDWARD L. KRAUSE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Gloria L Davis

(owner's signature)

(owner's signature)

GLORIA L DAVIS

(printed)

(printed)

8191 Shedd way

(street address)

(Lot No.)

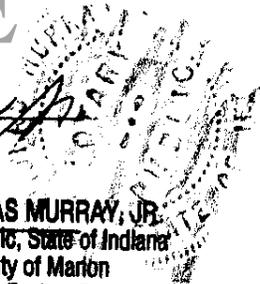
STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared GLORIA L. DAVIS, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed _____

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Ellen Riddle
(owner's signature)

(owner's signature)

Ellen Riddle
(printed)

(printed)

2339 FRISCO PL.
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared ELLEN RIDDLE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Thomas B Morrison
(owner's signature)

Ruth Morrison
(owner's signature)

Thomas B. Morrison
(printed)

RUTH MORRISON
(printed)

2332 CALAVERAS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared THOMAS B. MORRISON AND RUTH MORRISON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed _____

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Lawrence S. Connor
(owner's signature)

Patricia J. Connor
(owner's signature)

LAWRENCE S. CONNOR
(printed)

PATRICIA J. CONNOR
(printed)

8023 VANNESS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared LAWRENCE S. CONNOR AND PATRICIA J. CONNOR, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

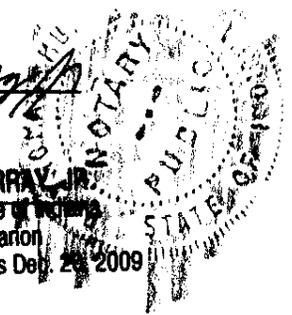
P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Day 28 2009

My Commission Expires _____



CHICAGO TITLE

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Chester L. Robinson, Jr.
(owner's signature)

(owner's signature)

CHESTER L. ROBINSON, JR.
(printed)

(printed)

2243 FRISCO PIKE
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared CHESTER L. ROBINSON, JR., who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

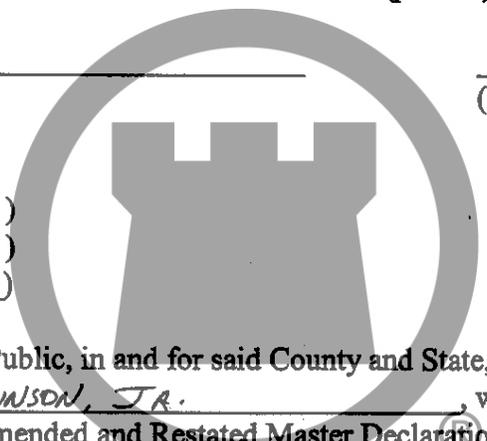
P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____



CHICAGO TITLE



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Sara G. Sarno
(owner's signature)

(owner's signature)

Sara G. Sarno
(printed)

(printed)

8176 Frisco Way
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared SARA G. SARNO, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

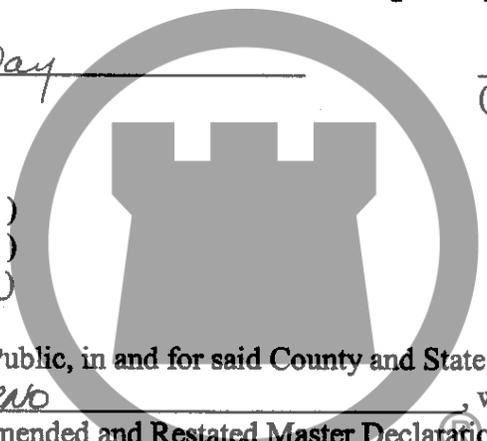
P. Thomas Murray Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____



CHICAGO TITLE



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Richard H Wright
(owner's signature)

(owner's signature)

Richard H. Wright
(printed)

(printed)

2204 Van Ness Place
(street address)

D-1
(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared RICHARD H. WRIGHT, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murrain Jr
Notary Public--Signature



Residence County: _____

Printed

P. THOMAS MURRAIN JR
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Walter Richardson
(owner's signature)

Carlene Richardson
(owner's signature)

WALTER RICHARDSON
(printed)

CARLENE RICHARDSON
(printed)

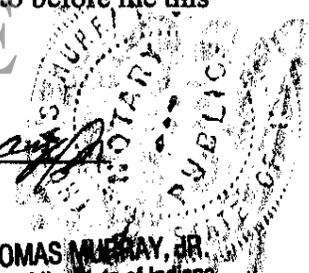
2226 CALAVERAS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared WALTER RICHARDSON AND CARLENE RICHARDSON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Rose Ann Weisenbach

(owner's signature)

_____ (owner's signature)

ROSE ANN WEISENBACH

(printed)

_____ (printed)

2224 Van Ness Place

(street address)

_____ (Lot No.)

STATE OF INDIANA)

COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared ROSE ANN WEISENBACH, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Douglas D. David
(owner's signature)

(owner's signature)

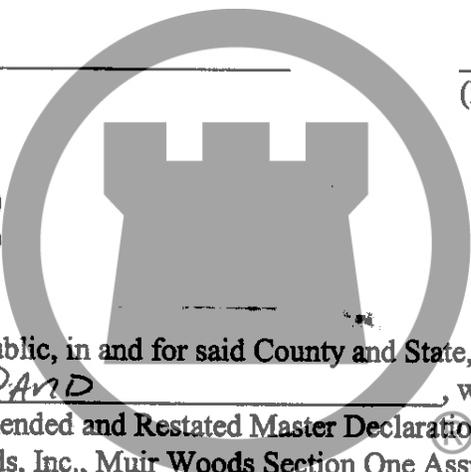
DOUGLAS D. DAVID
(printed)

(printed)

8179 FRISCO WAY
(street address)

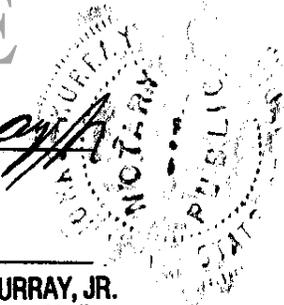
(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared DOUGLAS D. DAVID, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Richard B. Miller
(owner's signature)

Elizabeth J. Miller
(owner's signature)

Richard B. Miller
(printed)

ELIZABETH J. MILLER
(printed)

8147 FRISCO Way 46240
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared RICHARD B. MILLER AND ELIZABETH J. MILLER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Suzanne Southern
(owner's signature)

(owner's signature)

Suzanne Southern
(printed)

(printed)

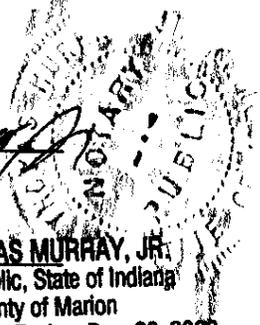
2306 Fines Place
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared SUZANNE SOUTHERN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

P. Thomas Murray, Jr.
Notary Public--Signature



Residence County: _____

Printed _____

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Betsy Joyce

(owner's signature)

(owner's signature)

Betsy Joyce

(printed)

(printed)

2227 VAN NESS PL

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared BETSY JOYCE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1 day of OCTOBER, 2003.

CHICAGO TITLE

P. Thomas Murray, Jr.
Notary Public--Signature

Residence County: _____

Printed _____

My Commission Expires _____

P. THOMAS MURRAY, JR.
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 20, 2009

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Joan E. Callahan
(owner's signature)

(owner's signature)

JOAN E. CALLAHAN
(printed)

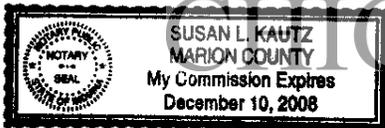
(printed)

2208 Van Ness Place
(street address)

D-2
(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Joan E. Callahan, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 1st day of March, ~~2004~~ 2004.



Susan L. Kautz
Notary Public--Signature

Residence County: _____

Printed

My Commission Expires _____

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Mark A. Kauffman
(owner's signature)

(owner's signature)

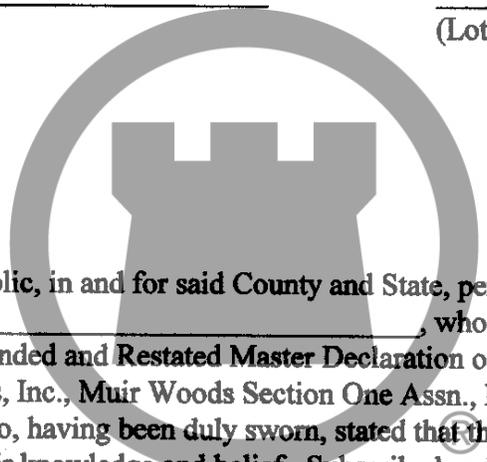
MARK A. KAUFFMAN
(printed)

(printed)

2305 CALAVERAS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared MARK A. KAUFFMAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of APRIL, 2003.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires _____

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]

(owner's signature)

Cliff L. Barnes

(owner's signature)

David Barnes

(printed)

Cheryl L. Barnes

(printed)

2305 Van Ness Place

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared David and Cheryl Barnes, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief.

Subscribed and sworn to before me this 30th day of July, 2005

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires _____

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Thomas S. Benbrook
(owner's signature)

(owner's signature)

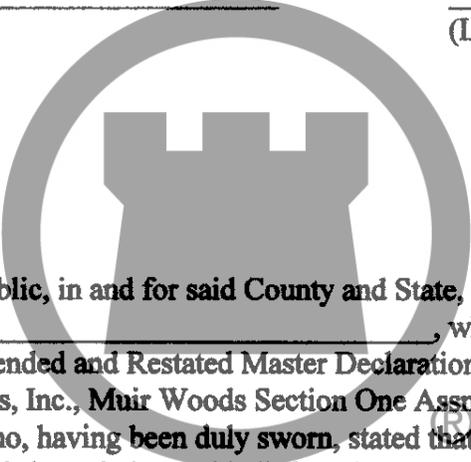
THOMAS S. BENBROOK
(printed)

(printed)

8151 FRISCO WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared THOMAS S. BENBROOK, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 5th day of October, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Diane D. Elliott

(owner's signature)

(owner's signature)

Diane D. Elliott

(printed)

(printed)

8187 Frisco Way

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared DIANE D. ELLIOTT, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 5th day of October, 2005

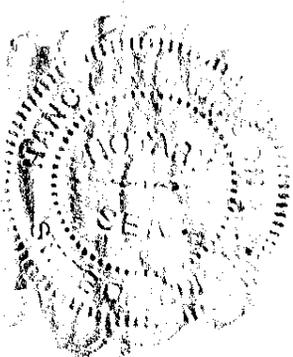
CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Janet Pfingston
(owner's signature)

(owner's signature)

JANET PFINGSTON
(printed)

(printed)

2325 Musco Place Indianapolis 46240
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JANET PFINGSTON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 5th day of October, 2005

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Sue Webster

(owner's signature)

(owner's signature)

Sue Webster

(printed)

(printed)

8140 Frison Way

(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared SUE WEBSTER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 5th day of October, 2005

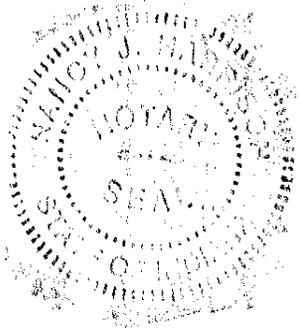
CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011



NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

John A. Foley
(owner's signature)

(owner's signature)

JOHN A FOLEY
(printed)

(printed)

2238 FRISCO PL
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JOHN A. FOLEY, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of April, 2006

CHICAGO TITLE

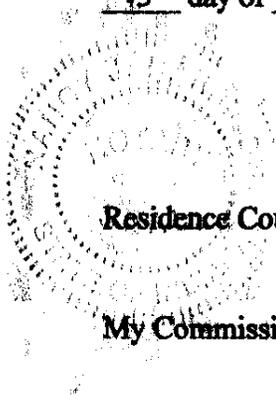
Nancy J. Harrison
Notary Public-Signature

Residence County: _____

NANCY J. HARRISON
Printed

My Commission Expires _____

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Cate Jones
(owner's signature)

(owner's signature)

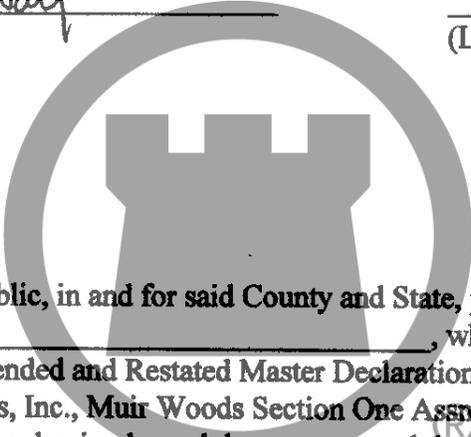
Cate Jones
(printed)

(printed)

8154 Frisco Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)



Before me, a Notary Public, in and for said County and State, personally appeared CATE JONES, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 24th day of February, 2006²⁰⁰⁶₂₀₀₆

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jane K Fowler
(owner's signature)

(owner's signature)

JANE K. FOWLER
(printed)

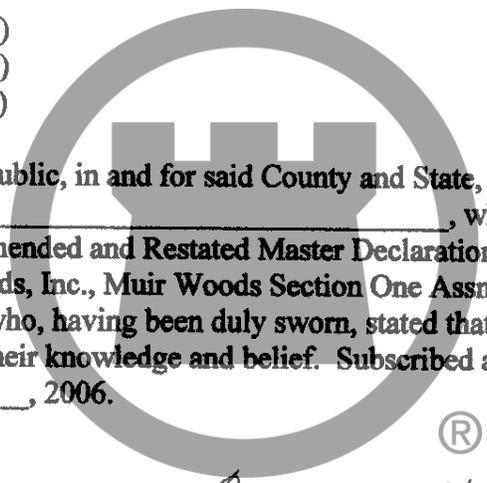
(printed)

2223 VAN NESS PLACE
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JANE K. FOWLER, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20th day of August, 2006.



Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CHICAGO TITLE



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Jeffrey Kain
(owner's signature)

(owner's signature)

Jeffrey Kain
(printed)

(printed)

8019 Van Ness Way
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Jeffrey Kain, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20th day of August, 2006.

Nancy J. Harrison
Notary Public - Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CHICAGO TITLE

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Melisa L. Keenan
(owner's signature)

(owner's signature)

Melisa L. Keenan
(printed)

(printed)

8051 Van Ness Way
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared MELISA L. KEENAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20th day of AUGUST, 2006.

Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CHICAGO TITLE

CONSENT AND SIGNATURE PAGE
MUIR WOODS

Tina Maas

(owner's signature)

_____ (owner's signature)

TINA MAAS

(printed)

_____ (printed)

2218 VAN NESS

(street address)

_____ (Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared TINA MAAS, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20th day of August, 2006.

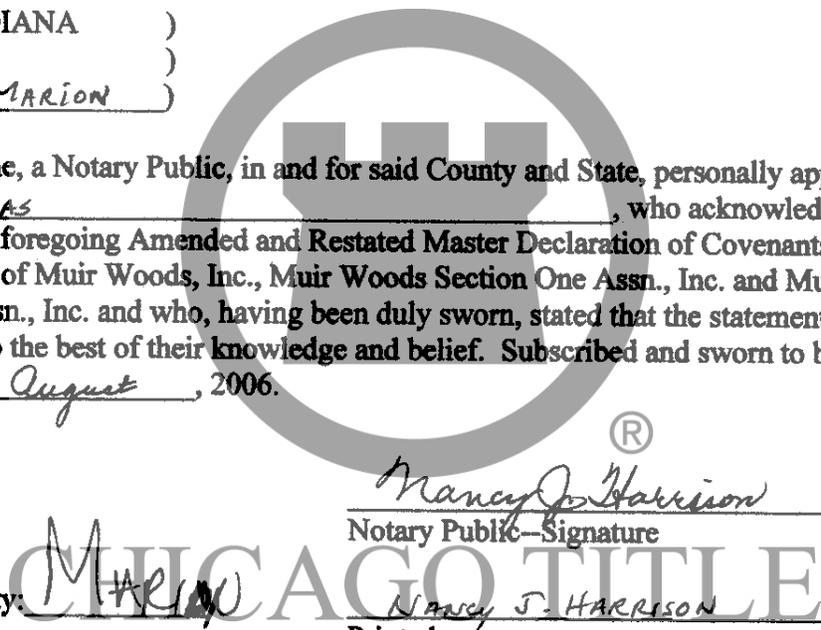
Nancy J. Harrison
Notary Public—Signature

Residence County: MARION

Nancy J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Mary Jane Wilhoite
(owner's signature)

(owner's signature)

MARY JANE WILHOITE
(printed)

(printed)

2214 VAN NESS PL
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared MARY JANE WILHOITE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 20th day of August, 2006.

Nancy J. Harrison
Notary Public--Signature

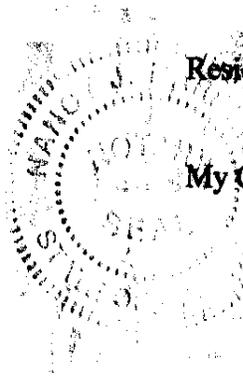
Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

CHICAGO TITLE



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Handwritten Signature]
(owner's signature)

(owner's signature)

Ann Toole Harrison
(printed)

(printed)

8047 Van Ness Way
(street address)

(Lot No.)

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared ANN TOOLE HARRISON, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of September, 2006.

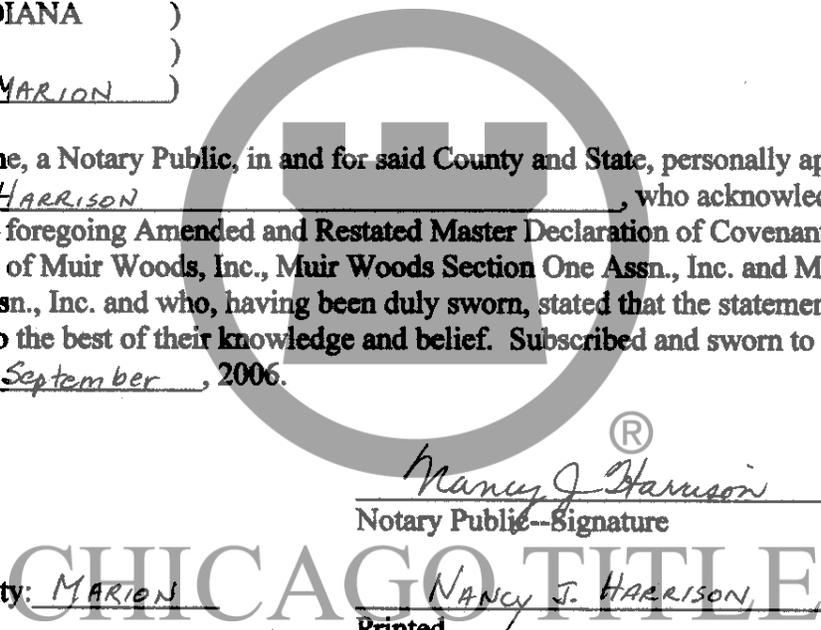
Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Steve Pennal
(owner's signature)

(owner's signature)

Steve Pennal
(printed)

(printed)

2342 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

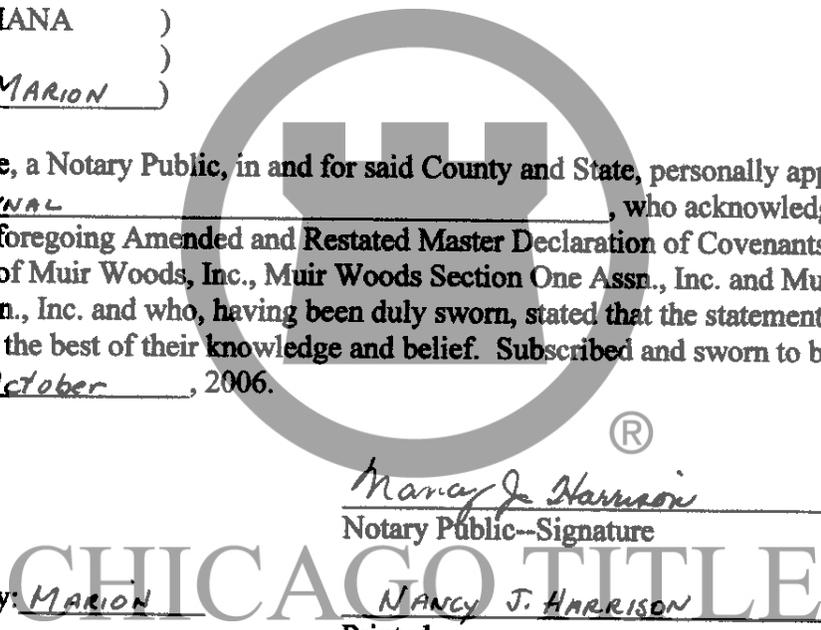
Before me, a Notary Public, in and for said County and State, personally appeared STEVE PENNAL, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of October, 2006.

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

James A Carlton

(owner's signature)

(owner's signature)

JAMES A CARLTON

(printed)

(printed)

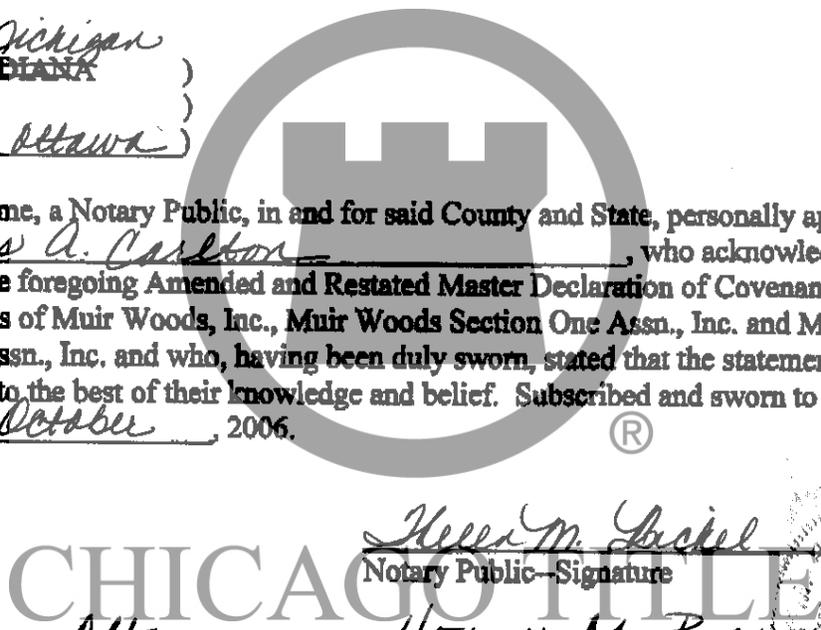
2247 FISCO PLACE

(street address)

(Lot No.)

STATE OF ^{Michigan} ~~INDIANA~~)
COUNTY OF Ottawa)

Before me, a Notary Public, in and for said County and State, personally appeared James A. Carlton, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 9th day of October, 2006.



Helen M. Bickel
Notary Public—Signature

Residence County: Ottawa

HELEN M. BICKEL
Printed

My Commission Expires 08-16-2011
Acting in the County of Kent



CONSENT AND SIGNATURE PAGE
MUIR WOODS

Patricia J. Smith
(owner's signature)

(owner's signature)

Patricia J. Smith
(printed)

(printed)

2207 VAN NESS PLACE
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared PATRICIA J. SMITH, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 4th day of December, 2006.

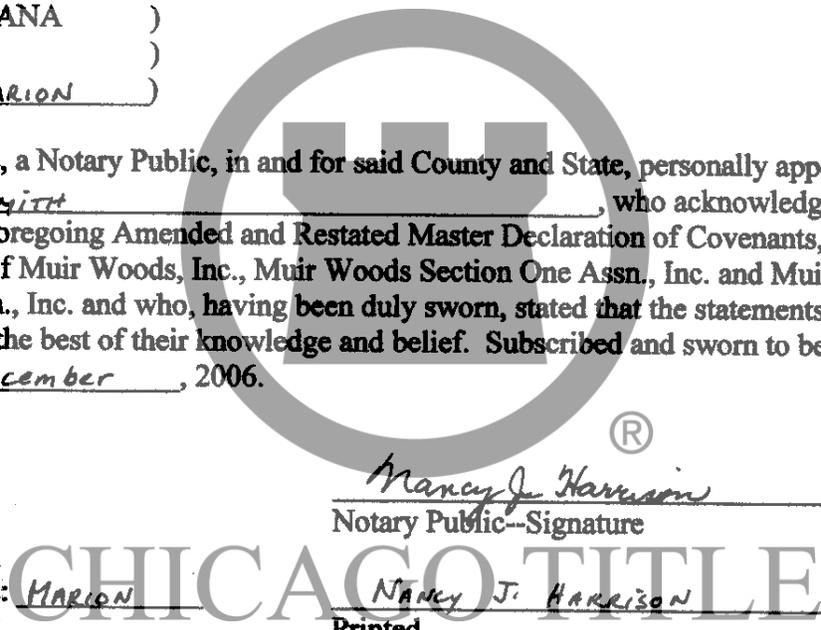
Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

Nancy J. Harrison
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

James A. Goble
(owner's signature)

(owner's signature)

JAMES A GOBLE
(printed)

(printed)

8144 FRISCO WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JAMES A. GOBLE, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 6th day of April, 2008.

CHICAGO TITLE

Nancy J. Harrison
Notary Public - Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires DEC. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires DEC. 1, 2011

CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]
(owner's signature)

(owner's signature)

Kent Morris
(printed)

(printed)

2339 Calaveras Way
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared KENT MORRIS, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 7th day of April, 2007.

CHICAGO TITLE

Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011



CONSENT AND SIGNATURE PAGE
MUIR WOODS

[Signature]
(owner's signature)

(owner's signature)

SCOTT MORGAN
(printed)

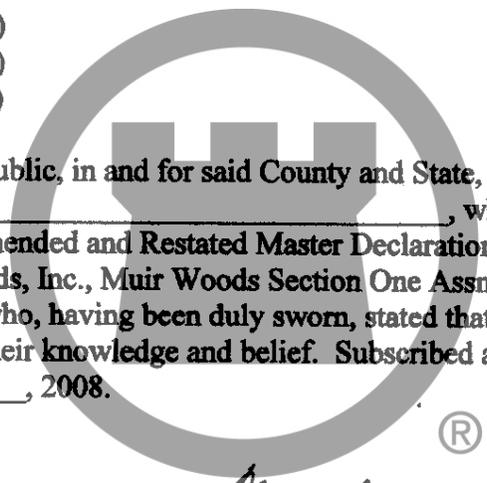
(printed)

8033 VAN NESS WAY
(street address)

(Lot No.)

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Scott MORGAN, who acknowledged the execution of the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 13th day of April, 2008.



Nancy J. Harrison
Notary Public--Signature

Residence County: MARION

NANCY J. HARRISON
Printed

My Commission Expires Dec. 1, 2011

NANCY J. HARRISON
Notary Public, State of Indiana
County of Marion
My Commission Expires Dec. 1, 2011

EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 89 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 89 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way line of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way line on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 49 seconds West from the radius point of said curve; thence South 00 degrees 53 minutes 48 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way line of Old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.

10
MN

**Cross Reference: Instrument No. 1982-36983
Instrument No. 2009-115283**

**NOTICE OF RESPONSIBILITY GUIDELINES FOR
SECTION ONE PURSUANT TO ARTICLE X OF THE
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC.
AND MUIR WOODS SECTION TWO ASSN., INC.**

This Notice of Responsibility Guidelines for Section One Pursuant To Article X of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. was executed as of the date set forth hereafter.

WHEREAS, the Muir Woods subdivision located in Marion County, Indiana was established by a certain "Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc., and Muir Woods Section Two Assn., Inc." which was filed with the Office of the Recorder of Marion County, Indiana, on July 12, 1982, as **Instrument No. 1982-36983**, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Declaration"; and

WHEREAS, an Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc. was filed with the Office of the Recorder of Marion County, Indiana, on October 12, 2009, as **Instrument No. 2009-115283**, hereafter being referred to as the "Amended and Restated Declaration"); and

WHEREAS, pursuant to Article X of the Amended and Restated Declaration, the Board of Directors of Muir Woods Section One Assn., Inc., hereafter being referred to as "Section One Assn.", by a majority vote, is authorized and empowered to adopt "Responsibility Guidelines" which shall more fully set forth the maintenance obligations of Section One Assn. and the Section One Owners.

12/2/2009 08:49 Julie Voorhes MARION COUNTY RECORDER DMC 43.50 PAGES: 10
Inst # 2009-0133663

ONLY ENTIRE ASSOCIATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
015201 NOV 30 2009
BILIE J BREAUX
MARION COUNTY AUDITOR

RECEIVED
NOV 05 2009
MARION COUNTY ASSESSOR

131

NOW, THEREFORE, notice is hereby given that the Board of Directors of the Section One Assn., by a majority vote, has adopted the "Responsibility Guidelines" set forth in and incorporated by reference herein as Exhibit A to this Notice.

This Notice and the aforesaid "Responsibility Guidelines" shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in Muir Woods, Section One.

The undersigned officers of the Section One Assn. hereby represent and certify that all requirements for and conditions precedent to the adoption of the "Responsibility Guidelines" have been fulfilled and satisfied.

EXECUTED this 23rd day of October, 2009.

Muir Woods Section One Assn., Inc.

ATTEST:

Patricia J. Smith
Patricia J. Smith, Secretary

By *Nancy Harrison*
Nancy Harrison, President

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Nancy Harrison and Patricia J. Smith, the President and Secretary, respectively, of Muir Woods Section One Assn., Inc., who acknowledged execution of the foregoing Notice of Responsibility Guidelines on behalf of said corporation, and who, having been duly sworn, stated that the representations therein are true. Witness my hand and Notarial Seal this 23rd day of October, 2009.

My Commission Expires December 20, 2009

P. Thomas Murray, Jr.
P. Thomas Murray, Jr., Notary Public

Residing in Marion County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. P. Thomas Murray, Jr.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 9515 E. 59th St., Suite B, Indianapolis, IN 46216 (317) 536-2565

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Muir Woods Responsibility List

Revision No. 5

MUIR WOODS - SECTION 1 - HOME OWNERS ASSOCIATION, INC. September 13, 2006

- 1. Responsibilities for various items are contained herein or as separately recognized by rules as published by the Board of Directors and based upon the Existing Bylaws and Covenants. This document is to be used as a quick reference only, refer to the association Bylaws and Covenants for final authority. Where the Bylaws and Covenants are silent regarding the matter in question this document will take precedence.
- 2. Specifically, all items marked as "Owner" are the owner's responsibility. For these items you may:
 - a. You may contact a repair service, and pay them as your contractor.
 - b. You may make the repairs yourself.
 - c. Or, you may contact the Management Company Maintenance Department and be billed direct for all expenses. Such expenses will be considered an Assessment payable by the owner of the Dwelling. If the Owner fails to pay, said amount may be collected in the same manner as Assessments under the provisions of the Amended and Restated Master Declaration of Covenants, including applicable Association's rights to collect attorneys fees and collection costs from said owner
- 3. Any changes that affect the external appearance of your building or grounds will require Board Approval. Appropriate forms are available from the Architectural Committee.
- 4. Questions concerning insurance coverage, such as Property Damage, Casualty Loss, Fire Loss or Accidental Means that are largely unpredictable, should be referred to the Management Company.
- 5. Each of us is to aware of today's economy and that it ultimately affects our maintenance fee through higher costs. Everybody can help keep expenses down by judiciously selecting the work to be done or doing some things yourself.

10/21/2009

Cover Notes

Muir Woods Responsibility List Rev 5 060913

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Revision 6 / Sept 2008

10/21/2008

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
All Conditioning Equipment:				
Chimney:	X			
Cap		X		
Repair of interior structure incl. flue & fire box	X			Owner responsible for the repair of fire damage caused by improper maintenance
Siding & Trim (Exterior)		X		
Flashing		X		
Exposed Flue		X		
Decks				
Cleaning, Maintenance, Staining & Sealing	X			Owner Responsible for wood replacement, painting (must be Building Body color), staining (must be neutral color) & sealing. Privacy fences that are painted and attached to the deck or building will be painted by the association during scheduled paint cycles if the fence material is in good condition (not rotted).
New Additions and Enclosures	X		X	
Removing / Reducing Size	X		X	
Steps	X		X	
Handrails (Exterior)	X		X	
Flooring & Supports	X		X	
Doors - Entry & Siding: (see "Garage" section for Garage doors)		X		
Painting				Exterior only
Replacement (Exterior)	X		X	Glass, door frame and hardware
Replacement (Interior)	X			
Hardware (Exterior)	X		X	
Trim (Exterior)		X		
Caulking		X		
Operation or Adjustments	X			
Driveways:				
Leveling (concrete)		X	X	
Repairs & Repair: Concrete or Asphalt		X	X	
Exterior Lights:				
Porch & Curb Lights (Attached to bldg)	X		X	Attached neighbor approval when replacing if lights shared
Free Standing (Street Lights)		X		
Installing New Lights (Flood, Spot, Motion Detector)	X		X	Approval of neighbors in lights coverage area
Changing Light Bulbs	X			
Garden or Sidewalk Lights	X		X	

Air Cond - Ext Lighting

Muir Woods Responsibility List Rev 5 060913

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Revision 5 / Sept 2008

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
Fans in House: All				
Attic Vent or Whole House	X		X	Inappropriate installation that may effect roof life or warranty are prohibited
All Other Fans on Exterior Surfaces	X		X	
All other Interior Fans	X			
Fences - Privacy or Pello:				
Gates	X		X	
Replacement	X		X	
Maintenance	X			Owner Responsible for wood replacement Same as Building: "Body Color"
Painting		X		Privacy fences that are painted and attached to the deck or building will be painted by the association during scheduled paint cycles if the fence material is in good condition (not rotted).
New Additions	X		X	Adjacent neighbor approval (all)
Removal / Changing Size or Shape	X		X	Adjacent neighbor approval (all)
Foundation:				
Foundation Slabs & Footings	X		X	Repair & Maintenance
New Additions	X		X	Adjacent neighbor approval (all)
Garage & Garage Doors:				
Floor	X			
Door or Panel Replacement	X	X	X	Hardware & operation
Door Repair & Adjustment	X			
Electric Door Opener Service	X			
Painting: Door Exterior		X		During scheduled paint cycle & upon installation of new door or door panels
Painting: Interior (all)	X			Includes interior of garage door
Weather Seal (Existing Panels)	X			
Gutters, Downspouts:				
Cleaning: Annual		X		
Repair or Replacement		X		
Heating Equipment:				
All Parts (Except Exterior Flue Finishing)	X			
Cleaning	X			
Annual Check Up	X			
Filters	X			
Emergency Service	X			
Flashing Around Flue	X	X		

10/21/2009

Fans - Heating Equip

Muir Woods Responsibility List Rev 5 060913

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Revision 5 / Sept 2008

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
House Numbers: To be Brass, attached and centered above garage door and approximately 5' high				
Insect Control:			X	
Incidental Insects (Abegetious, Bees, Flies)	X			
Carpenter Ants and Bees, Termites (Extermination):		X		
Exterior of Dwelling		X		
Interior of Dwelling	X			
Insurance				
Building Structure (exterior)		X		Association Insurance Policy
Building Interior & Contents	X			Drywall in Owner's condo / contents policy
Lawn - Common Area:				
Cultivg		X		
Trimming		X		
Fertilization		X		
Replacement		X		
Area Seeding		X		
Mail Boxes:				
Posts		X		
Mail Box	X		X	Standardized mailbox size type and color (Black, metal, medium size)
Newspaper Receiver	X		X	
Address Numbers	X		X	Standardized letter size type and color (White on Front of mailbox)
Painting: Standardized paint colors (custom Parter colors: #615 trim / #619 body) for all exterior siding & trim painting				
Garage door, Exterior		X		Metal & wood types
Gutters and Downspouts		X		New installation A During scheduled paint cycle
Building, Exterior (siding & trim)		X		
Screened Porches (interior)		X		Original construction only during scheduled paint cycle
Door, (front entry)		X	X	Colors: Default is Muir Woods Trim. Contact board or management company for list of approved alternate colors.
Patios, Concrete, Attached to Home				
Replacement & Repair		X		
Extension or Modification	X		X	Adjoining neighbor approval (all)
Radiom:				
Teeling	X			
Vents and Exterior pipes & Other remediation	X			
Road Signs:				
Street Identification		X		
Traffic Control (Stop etc.)		X		
Information (Front Entrance)		X		

10/21/2008

House #s - Road Signs

Muir Woods Responsibility List Rev 5 060913

61

Revision 5 / Sept 2006

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
Road Repairs:				
Streets		X		
Barriers (Curbs & Speed Bumps)		X		
Roof & Skylights Lights (Roof Windows):				
Shingles and Roof vents		X		
Underlayment (Black felt paper)		X		
plywood or Oriented Strand Board decking		X		
Trusses & other Structural Roof Components		X		
Flashing		X		
Leak, Exterior Repair		X		
Interior Leak Damage & Paint		X		
Leaks caused by owners improper satellite dish or antenna installation or Skylight Additions	X			Satellite Dishes or antennas cannot be attached to the roof
Leaks Caused by Owner's Skylight	X			Broken Glass, Rotten frame, bad seals
Leaks at Roof to Skylight Junction		X		Flashing, Caulk, Shingles
Skylights (Roof Windows) Replacement	X			
Skylights (Roof Windows) Additions	X		X	Board approval required due to possible impact on roof warranty and aesthetics
Skylight (Roof Window) Maintenance	X			
Satellite Dishes - 18" to 1 meter: Cannot be attached to the roof				
Installation	X		X	
Service	X			
Quality of Reception	X			
Leaks Caused by Improper Installation	X			Satellite Dishes or antennas cannot be attached to the roof due to possible impact on roof warranty and increased risk of leaks.
Screens:				
Windows	X			
Doors	X			
Porches	X			
Repair of Screen(s)	X			
Installation of New Screen(s)	X		X	

10/21/2009

Roads - Screens

Muir Woods Responsibility List Rev 5 060913

B1

Revision 8 / Sept 2006

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
Screened Porches				
Enclosing or Weatherizing a Screen Porch	X		X	All maintenance & repair.
Enclosed/Weatherized Porches, maintenance	X			Including wooden screen retaining strips
Screens & Screen Doors	X			Original construction screen porches only
Porch Structural Wood: Repair / Replace		X		
Seasonal Decorations (Exteriors): Must be removed no later than two weeks after the observed holiday				
Approved: Lights, Wreaths, Banners Etc.	X			Attached to the building only
Not Allowed: Blow up or other large figures	X			No decorations in common or turf areas
Security Doors/Windows:				
Repairs	X			
Operations or Adjustments	X			
Replacement	X		X	
Installing New Doors	X		X	
Painting	X			Same as building trim or Black
Siding:				
Siding Repair & Replacement		X		
Painting		X		
"Becker Board" Underneath Siding		X		
Wood Studs	X			
Insulation	X			
Other Wall Components	X			
Sidewalks:				
Private (Adjacent to Entry)		X		
Leveling (concrete)		X	X	
Repair / Replace		X	X	
Signs:				
Realtor (For Sale)	X			In window only
Realtor, Open House	X			Permitted Friday through Sunday only
Garage Sale:		X	X	No individual sales. Only community sponsored sales permitted
Snow Removal from Common Areas:				
Steps	X			
Sidewalks	X			
Porches	X			
Patios/Decks	X			
Common Streets		X		
Driveways		X		
Guest Parking		X		

10/21/2009

Screen Porch - Snow

Muir Woods Responsibility List Rev 5 060913

B1

Revision 6 / Sept 2008

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
Steps, Concrete Entry / Porch (Not Patio or Deck):				
Replacement		X		
Leveling		X		
Stoop		X		
Storm Doors:				
Maintenance & Repair	X			
Painting	X			
New Installation	X		X	
Trees & Shrubs (Common Areas):				
Pruning		X		
Removal		X		
Fertilization		X		
Insects (Spraying)		X		
Mulching		X		Evergreen trees are not mulched
Pruning From Sidewalks		X		
Trees & Shrubs Within 3' of the Foundation:				
Board Approved Planting	X		X	
Shrub Pruning	X			
Tree Pruning (7' or taller)		X		Must be kept clear of siding Prune to keep clear of siding & roofs. Removal or replacement of trees damaged by inappropriate resident pruning will be the resident's responsibility
Fertilization	X			
Insects (Spraying)	X			
Weed Removal	X			
Mulching	X			
Removal of Dead Trees/Shrubs and Weeds	X			
Vents:				
Dryer (Exterior Vent through the roof)		X		
Dryer (Inside Pipes, not through the roof)	X			
Dryer Pipe Cleaning	X			
Bath Vents (Exterior Vent)		X		
Bath/Dryer Exterior Vent Painting		X		
Bird and Pest Screens	X			
Bird and Pest Screens		X		Crawl Spaces Attic spaces

10/21/2009

Steps - Vents

Muir Woods Responsibility List Rev 5 060913

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Revision 5 / Sept 2006

Muir Woods Section 1 Maintenance Responsibility Checklist

Item / Description	Owner	Association	Board Approval Required for Replacement or Alteration	Notes
Water Heaters and Softeners:				
Repair & Service	X			
Replacement	X			
Water Supply:				
From Meter to Dwelling		X		
Connection of Water Line from Meter to Main			Indpls. Water Co.	
Outside Faucets, Inside Plumbing	X			
Windows:				
Brick molding Replacement (Exterior)		X		Trim outboard of window frame
Sill Extension / Replacement	X			Frame holding glass panes
Painting (Exterior)	X	X		
Painting (Interior)	X	X		
Caulking	X	X		
Washing (Inside & Outside)	X	X		
Glass Replacement	X	X		
Operations and Adjustments	X	X		
Storm Windows	X	X		
Gaskets or seals	X	X		
Wiring, Electrical:				
Exterior/Maintenance	X		X	
Interior	X			(No External Runs)
Television Cable	X			
Telephone(s)	X		X	
Installation (Exterior)	X			
Holiday Lights	X			
Satellite Dish	X			

Revision No. 5 Approved by Board Action on Sept 13, 2006

Original Document Approved by Board Action On January 1, 1980.
 Revision No. 1 Approved by Board Action on October 14, 1987.
 Revision No. 2 Approved by Board Action on January 20, 1988.
 Revision No. 3 Approved by Board Action on September 18, 2000
 Revision No. 4 Approved by Board Action on March , 2004

10/21/2009

Wiring - Water Heaters

Muir Woods Responsibility List Rev 5 060913

161

86004563

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CROSS REFERENCE

RECEIVED FOR RECORDER-MARION CO. MAY 30 10 33 AM '06

PARTIAL AMENDMENT OF SECOND REVISED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSN., INC. AND MUIR WOODS SECTION TWO ASSN., INC.

(As Recorded July 12, 1982, as Instr. #82-36983, in the Office of Recorder, Marion County, Indiana)

Whereas, there appears in the above-entitled instrument in Article IX, Section 5., Restrictions Upon Section Two, paragraph g, i), at page 25, a minimum sideyard restriction of twenty (20) feet between building and any sideyard line; and,

Whereas, it was the intent of Declarant to impose a minimum distance between buildings of twenty (20) feet under the common scheme or plan of development of the Properties known as Muir Woods;

NOW THEREFORE,

Pursuant to Article IX, Section 5., Restrictions Upon Section Two "v)" General Provisions, page 28 of the above-entitled Second Revised Master Declaration, the undersigned, being not less than 2/3 of the Owners and Declarant do hereby partially amend said Declaration to conform to the general scheme and plan of the development of the Properties known as Muir Woods by amending Article IX, Section 5., Restrictions Upon Section Two, paragraph g, i), at page 25, to read as follows:

i) No building may be erected between the building line shown on the recorded plat and the front lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet to any sideyard line or twenty (20) feet between buildings on the Lots. Before construction commences, said grade line shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

Except as otherwise expressly provided herein, all terms and conditions of the above-entitled Second Revised Master

Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

Executed this 28th day of May, 1986.

Bay Development Corp.

By: Allen I. Sklare
Allen I. Sklare, President

Attest: Miriam R. Sklare
Miriam R. Sklare, Secretary

As Declarant and owner of the following Lots in the Replat of Muir Woods, Section Two, per plat thereof recorded as Instrument No. 81-56507, in the Office of Recorder, Marion County, Indiana, to-wit:

Lot Nos. 5, 16, 19, 20, 21, 22, 26, 27, 28, 29, 31, 32, 33, 36, 38,
39, 41, 42, 43

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Allen I. Sklare and Miriam P. Sklare, the President and Secretary, respectively, of Bay Development Corp., who acknowledged the execution of the foregoing document for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 28th day of May, 1986.

My commission expires:
April 24, 1987

Joy Elaine Hardin
JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN
8600-15634

Jonathan Group, Inc.

By: [Signature]
President

Attest: [Signature]
Secretary

As Owners of Lots in said Replat of Muir Woods, Section Two,
to-wit:

Lot Nos. 24, 30, 35, 37, 40, 44

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared [Signature] and [Signature],
[Signature], the President and Secretary, respectively,
of Jonathan Group, Inc., who acknowledged the execution of the
foregoing document for and on behalf of Grantor, and who, having
been duly sworn, stated that the representations therein con-
tained are true.

Witness my hand and Notarial Seal this 28th day of May, 1986.

My commission expires:
1-23-1988

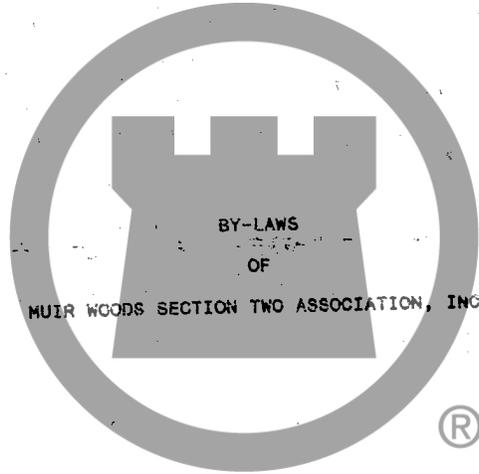
[Signature]
WENDIE TIDD, Notary Public
Residing in Dubois County, IN.

CHICAGO TITLE 860045634

900042611

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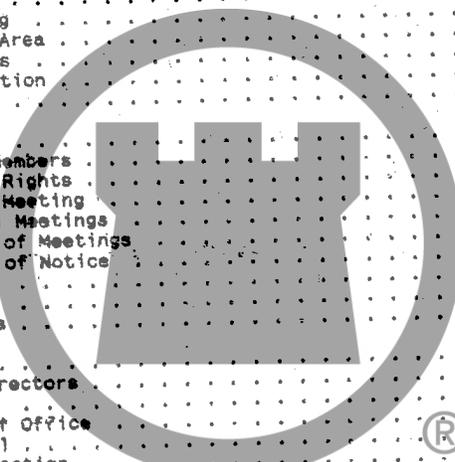
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MARION COUNTY RECORDER



CHICAGO TITLE

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BY-LAWS

OF

MUIR WOODS SECTION TWO ASSOCIATION, INC.

ARTICLE IName and Location

The name of the Corporation is MUIR WOODS SECTION TWO ASSOCIATION, INC. (hereinafter referred to as "Section Two Assn."). The principal office of the Corporation, at any given time, shall be the residence of the member then serving as President of Section Two Assn. Meetings of members and Directors may be held at such places, within the County of Marion, State of Indiana, as may be designated by the Board of Directors.

ARTICLE IIDefinitions

Section 1. "Section Two Assn." shall mean and refer to MUIR WOODS SECTION TWO ASSOCIATION, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Association" shall mean and refer to MUIR WOODS, INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner or owners of the fee simple title of any lot which is a part of Section Two, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to the certain real estate described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Section Two Assn., subject to easements serving the Properties.

Section 5. "Lot" shall mean and refer to any plat of land in Section Two of the Properties shown upon any recorded subdivision of the Properties, with the exception of the Common Area.

Section 6. "Dwelling" shall mean and refer to a single family residence erected on a Lot within Section Two of the Properties.

Section 7. "Common Area" shall mean any real estate designated as such on the plat, if any, of Section Two which shall be owned by the Section Two Assn.

Section 8. "Articles" shall mean and refer to the Articles of Incorporation of Muir Woods Section Two Assn., Inc.

Section 9. "Declaration" shall mean and refer to the Second Revised Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc.,

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Muir Woods Section One Assn., Inc. and Muir Woods Section Two Assn., Inc., applicable to the Properties as recorded in the Office of the Recorder of Marion County, Indiana.

Section 10. "Member" shall mean an owner as defined in Section 3 above.

ARTICLE III

Meeting of Members

Section 1. Voting Rights. Each lot may be represented by only one member for the purpose of voting at any election or upon any matter concerning Section Two Assn. or any of its members. Moreover, each lot may be represented by only one member in the signing of a written request for a meeting, a proxy, or a petition.

Section 2. Annual Meeting. The annual meeting of the members shall be held at the hour of seven (7) o'clock P.M. on the first Thursday of each October.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President, by the Board of Directors, or upon written request of at least ten (10) members.

Section 4. Notice of Meetings. Written notice of any annual or special meeting of the members shall include an agenda of matters to be acted upon at such meeting. The notice will be mailed to each member at the member's address last appearing in the records of the Section Two Assn., and will be posted at least fourteen (14) days before the date scheduled for the meeting. A member may request, in writing, that such notices to the member be mailed to an address other than that last appearing of record.

Section 5. Waiver of Notice. Notice of any meeting may be waived in writing by any member if the waiver states the purpose or purposes for which the meeting is called, and the time and place thereof. Attendance at any meeting, in person or by proxy, shall constitute a notice of waiver of such meeting.

Section 6. Agenda. No action, upon which members are entitled to vote, shall be taken at any meeting unless the proposed action is on the agenda included in the meeting notice. Items introduced under the new business section can be acted upon only if a majority of the members present vote to consider such action at that time.

Section 7. Quorum. Except as otherwise provided in the Articles, the Declaration, or these By-Laws, the presence of ten (10) members, in person or by proxy, will constitute a quorum for action at any duly convened meeting of the members. No fewer than ten (10) lots may be represented in so constituting a quorum at such meeting. If a quorum has not been constituted within thirty (30) minutes after the time scheduled for the meeting to commence, the Board of Directors may then take such action as it deems proper with respect to matters specified in the agenda and included in the notice of the meeting.

Section 8. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be signed in writing and filed with the Secretary.

ARTICLE IV

Board of Directors

Section 1. Number. The affairs of the Section Two Assn. shall be managed by a Board of seven (7) Directors, each of whom shall be a member of the Section Two Assn.

Section 2. Term of Office. The members of the Section Two Assn. shall initially elect three (3) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, two Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors, for three (3) year terms, to replace those whose terms are expiring.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Section Two Assn. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Following the election of Directors at each annual meeting, the Directors shall appoint three (3) members of the Section Two Assn., one of which is a Board member, to serve as a Nominating Committee until the election of Directors at the next annual meeting. Nominations for election to the Board of Directors at that meeting may be made from the floor as well as by the Committee. The Committee shall choose its own Chairman.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot cast by members or their proxies. The persons receiving the most votes shall be elected.

Section 3. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the remaining Board Members at a meeting convened pursuant to notice as hereinafter required in Article VI, Section 4.

ARTICLE VI**Meeting of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, with notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Section Two Assn. or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII**Powers and Duties of the Board of Directors**

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the Common Area in Section Two;

b) exercise all powers vested in Section Two Assn. by the Articles of the Association, the Declaration, or these By-Laws, other than powers therein reserved to the membership of Section Two Assn.;

c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

d) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be prepared an annual financial statement of its financial expenditures and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by more than fifty per cent (50%) of the members who are entitled to vote;

b) supervise all officers, agents and employees of the Section Two Assn., and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each lot in Section Two as to Common Area contained therein;

ii) provide the Association with notice of each assessment at least thirty (30) days in advance of each assessment period;

d) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

e) cause the Common Area in Section Two to be maintained;

f) perform all duties imposed upon the Board of Directors, either expressly or by necessary implication, by the Articles, the Declaration, and these By-Laws; and

g) The four (4) board members who serve on the Muir Woods Inc. Board are responsible for reporting to the members about pending business before the Muir Woods Inc. Board. These four members will determine what form such communication will take.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of the Section Two Assn. shall be a President, Vice President, Secretary, Treasurer, and such other officers as the Board may from time to time elect.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Section Two Assn. shall be elected annually by the Board and each shall be a member of the Board and shall hold office for one (1) years unless he shall sooner resign, shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Section Two Assn. may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

The President shall during his or her term of office serve as appointee to the Board of Directors of the Association.

b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

The Vice President shall during his or her term of office serve as appointee to the Board of Directors of the Association.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Section Two Assn. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

The Secretary shall during his or her term of office serve as appointee to the Board of Directors of the Association.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts any monies of the Section Two Assn. that are not delegated for collection and deposit by the Association and shall disburse such funds as directed by resolution of the Board of Directors; may co-sign all checks and promissory notes of the Section Two Assn. keep proper books of account; cause an annual audit of the Section Two Assn. books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

The Treasurer shall during his or her term of office serve as appointee to the Board of Directors of the Association.

e) Multiple Offices. In the event of multiple office-holding as provided in Section 7, supra, the elected officers shall choose one non-officer Board member to serve as appointee to the Board of Directors of the Association, to serve for said member's term or unexpired term as a member of the Board of Directors of Section Two Assn.

ARTICLE IXCommittees

The Section Two Assn. shall appoint an Architectural Control Committee as provided in the Declaration and restrictive covenants of the Plat of Section Two, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XBooks and Records

The books, records and papers of the Section Two Assn. shall, upon reasonable notice to the President, be made available for inspection by any member or mortgagee. Copies of the Articles of Incorporation, the Declaration, and the By-Laws may be purchased at cost.

ARTICLE XIAssessments

Each annual and special assessment is secured by a continuing lien upon the lot against which the assessment is made. Any assessment not paid within thirty (30) days after due date shall bear a late charge of ten per cent (10%) per month, and the Section Two Assn. may bring an action at law for a personal judgment against the lot's owner, or an action in equity to foreclose the lien. Interest, costs and reasonable attorneys' fees shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for assessments provided herein by non-use of the Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien of any delinquent assessment shall run with the land.

CHICAGO TITLE

ARTICLE XIICorporate Seal

The Association shall have a seal in circular form having with its circumference the words: MUIR WOODS SECTION TWO ASSN., INC.

ARTICLE XIIIAmendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members. Amendment shall require a majority vote of all members present in person or by proxy, pursuant to notice.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and the Articles, the Declaration shall control. In the case of conflict between the Articles of the Association and the Articles of Section Two Assn., the Articles of the Association shall control.

ARTICLE XIVMiscellaneous

The fiscal year of the Section Two Assn. shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVArchitectural Control Committee

The Architectural Control Committee shall consist of three (3) members who shall be appointed by the Board of Directors, and who shall serve for a period of two (2) years. Vacancies on the Committee shall be filled by the Board as soon as possible and, pending replacement of any Committee member, a Board member shall serve in his or her place. The Committee shall be authorized to determine whether proposed structures, plans and specifications show conformity and harmony of external design with existing structures and whether the building and setback lines are in conformity with applicable plat requirements. In the event the Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of thirty (30) days after submission, the plans shall be deemed approved. Two members of the Committee shall constitute a quorum, and the decision of a majority of the Committee is controlling.

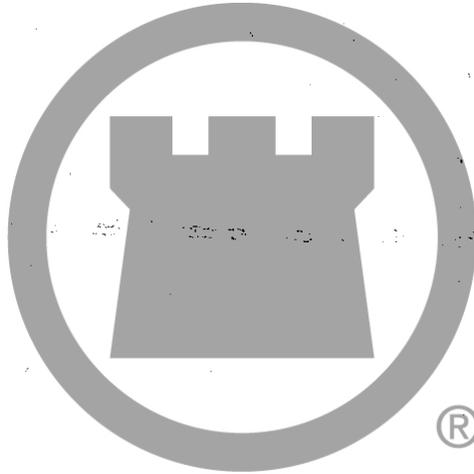
Any member aggrieved by the Committee's denial of his or her plans may appeal such denial, in writing, to the Board within thirty (30) days after the date of the denial. The Board shall either approve or disapprove the plans, and shall submit its written decision to the aggrieved member within thirty (30) days after the date of appeal. The Board's action in affirming denial of any proposed plans shall be final.

Neither the Committee nor the Board on appeal is empowered to approve any proposal which does not comply with the Declaration, plat restrictions or applicable zoning ordinances, and such approval shall be no bar to appropriate legal action by any member.

As used herein, the term "plans" shall mean and include any written proposal concerning a structure, as well as formal plans and specifications. The term "structures" shall mean and include the erection, alteration or placement of any house, garage, pool, fence, patio, deck or storage facility. The jurisdiction of the Committee, and of the Board on appeal, shall extend also to any modification of a structure, and to any other man-made fixture believed by the Committee and the Board on appeal to be aesthetically offensive or otherwise to adversely affect surrounding property values.

ARTICLE XVI

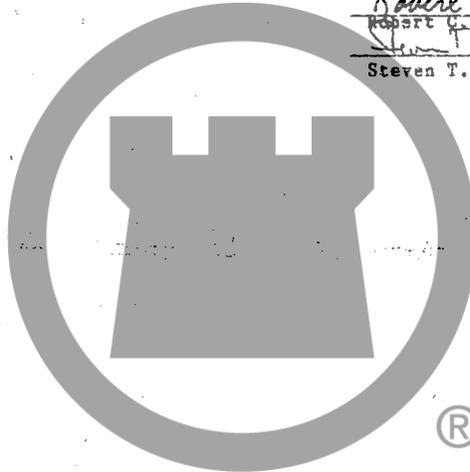
Each lot in Section II and its owner or owners shall be subject to the provisions of these By-Laws.



CHICAGO TITLE

IN WITNESS WHEREOF, we, being all the Directors of MUIR WOODS, INC., have hereunto set our hands and seals this 20th day of March, 1990.

Lee R. Galbreath
 Lee R. Galbreath
William J. Ford
 William J. Ford
Michael W. McCannell
 Michael W. McCannell
Harold E. Spent
 Harold E. Spent
Ed E. Daniels
 Ed E. Daniels
Robert C. Rooms
 Robert C. Rooms
Steven T. Rosebrock
 Steven T. Rosebrock



CHICAGO TITLE

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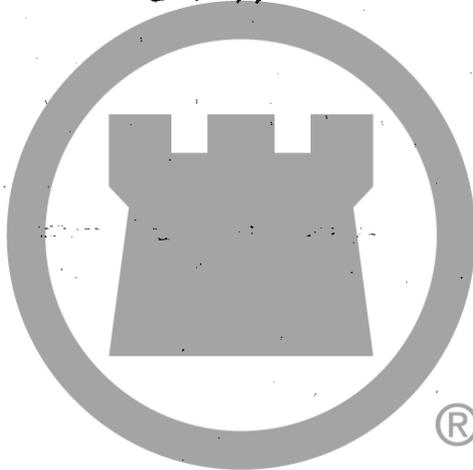
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STATE OF INDIANA)
COUNTY OF MARION) SS:

Subscribed and sworn to before me this *27th* day of *April*, 1990.

Marie C. Collier
Marie C. Collier, Notary Public
Residing in Marion County In.

My Commission Expires: *3-4-94*



CHICAGO TITLE

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EXHIBIT A

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East, which is 205.00 feet North 85 degrees 55 minutes 35 seconds East (assumed bearing) of the Southwest corner thereof; thence North 00 degrees 26 minutes 00 seconds East parallel with the West line of said North Half 1330.13 feet to the North line thereof; thence South 85 degrees 53 minutes 33 seconds East on and along aforesaid North line 1466.84 feet to the Westerly right-of-way of Keystone Avenue, said point being on a curve with a radius of 2406.83 feet, the radius point of which bears South 58 degrees 19 minutes 58 seconds East from said point; thence Southwesterly on and along said right-of-way on said curve 1002.47 feet to a point which bears North 82 degrees 11 minutes 43 seconds West from the radius point of said curve; thence south 00 degrees 53 minutes 46 seconds East on and along said right-of-way line 216.56 feet to its intersection with the North right-of-way of old Haverstick Road; thence South 51 degrees 18 minutes 59 seconds West on and along said right-of-way line and its extension 276.52 feet to the South line of said North Half; thence South 89 degrees 55 minutes 35 seconds West on and along aforesaid South line 928.37 feet to the place of beginning, containing 37.051 acre, more or less. Subject to all legal easements and rights-of-way.



CHICAGO TITLE

Prepared By: Muir Woods Section II Board of Directors 900042611

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CROSS REFERRED

870050628

Ch. Z. Conrad 8,50
MARION COUNTY AUDITOR

587012785
DULY ENTERED FOR TAXATION

SUPPLEMENTAL DECLARATION

This Supplemental Declaration made this 21st day of April, 1987, by Bay Development Corp ("Declarant"),

WITNESSETH:

Whereas, Declarant caused to be executed and recorded a Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Association, Inc. and Muir Woods Section Two Association, Inc. on July 12, 1982 as Instrument #82-36983, in the Office of Recorder, Marion County, Indiana; and;

Whereas, by paragraph 2 of page two of the Second Revised Declaration, the Declarant reserved the right to include any or all of the territory described in Exhibit A, thereto by a simple Supplemental Declaration as a part of Muir Woods and subject to the Second Revised Master Declaration;

NOW, by Supplemental Declaration, it is hereby declared that the replat of Muir Woods Section, Two consisting of Forty-Four Lots, easements, Common Areas, public streets and private rights-of-way recorded September 3rd, 1981 as Instrument # 81-56507 in the Office of the Recorder of Marion County, Indiana.

And, the amended Conditional Final Plat of Muir Woods, Section One, Phase 2 recorded as Instrument #85-14586 in the Office of Recorder of Marion County, Indiana consisting of 11.97208 acres and further described in Exhibit A, attached hereto and by this reference incorporated herein, are hereby annexed to the development known as Muir Woods and subject to the Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir woods Section One Association, Inc. and Muir Woods Section Two Association, Inc. recorded on July 12, 1982 as Instrument #82-36983 in the Office of Recorder of Marion County, Indiana.

Executed the date first above written.

Bay Development Corp.

By: Allen I. Sklare
Allen I. Sklare, President

Attest: Miriam R. Sklare
Miriam R. Sklare, Secretary

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STATE OF INDIANA)
COUNTY OF MARION)

SS:

Before me, a Notary Public in and for said County and State, personally appeared Allen I. Sklare and Miriam P. Sklare, the President and Secretary, respectively, of Bay Development Corp., who acknowledged the execution of the foregoing Supplemental Declaration for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of April, 1987.

My commission expires:
April 24, 1991

Joy Elaine Hardin
JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN.

This instrument prepared by William F. LeMond, Attorney at Law.

code T4/87SKLA.1

07050525

Part of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the North Half of the Southwest Quarter of Section 19, Township 17 North, Range 4 East; thence North 89 degrees 55 minutes 35 seconds East (assumed bearing) on the South line thereof 705.00 feet to the Southeast corner of the Replat of MUIR WOODS, SECTION TWO, recorded as Instrument #81-56507 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 04 minutes 25 seconds West (the next 2 calls being on the East line of said Muir Woods, Section Two) 376.00 feet; thence North 26 degrees 40 minutes 00 seconds East 345.98 feet to the lot corner common to Lot 18 and Lot 22 in said Muir Woods, Section Two, and the place of beginning of Phase Two herein described; thence South 56 degrees 45 minutes 36 seconds East 311.06 feet; thence South 33 degrees 53 minutes 30 seconds East 411.15 feet to a point on the Westerly right-of-way line of Keystone Avenue; thence North 00 degrees 53 minutes 48 seconds West on said right-of-way 216.56 feet to a point on a curve to the right with a radius of 2406.83 feet; thence Northeasterly curving to the right on said curve and said right-of-way, an arc distance of 1002.47 feet to the North line of the North Half of said Southwest Quarter; thence North 89 degrees 53 minutes 33 seconds West on said North line 812.84 feet to the Northeast corner of said Muir Woods, Section Two; thence South 02 degrees 11 minutes 06 seconds East (the next 2 calls being on the East line of said Muir Woods, Section Two) 580.91 feet; thence South 26 degrees 40 minutes 00 seconds West 70.00 feet to the place of beginning, containing 521.504 square feet (11.97208 acres).

CHICAGO TITLE

CROSS REFERENCE

850026619 CROSS REFERENCE

3-28
10/10

SUPPLEMENT TO SECOND REVISED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MUIR WOODS, INC., MUIR WOODS SECTION ONE ASSOCIATION, INC.
AND
MUIR WOODS SECTION TWO ASSOCIATION, INC.

Pursuant to Article II, Section 1, page 6 and Article VIII, Section 3, page 18, of the Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Association, Inc. and Muir Woods Section Two Association, Inc., recorded July 12, 1982 as Instrument #82-36983 in the Office of the Recorder of Marion County, Indiana, it has been determined prior to the sale of the sixtieth (60th) Lot within the Properties, has been sold by Declarant; that the construction of a swimming pool and club house area be eliminated as a part of the Recreational Common Area, because it has been determined that the cost of maintenance is economically unfeasible for the Associations.

Therefore, Article II, Section 1, page 6, of said Second Revised Master Declaration is hereby amended by deleting provisions for construction of a swimming pool and club house.

Except as otherwise provided herein, all terms and conditions of said Second Revised Master Declaration.

RECEIVED FOR RECORD
BETH J. LAUGHLIN
RECORDER-MARION CO.

APR 10 3 20 PM '85

Bay Development Corp., as successor to Aviva, Inc.

By Allen I. Sklare
Allen I. Sklare, President

Attest: Miriam R. Sklare
Miriam R. Sklare, Secretary

CHICAGO TITLE

APR 11 1985
DAILY ENTERED
MIRIAM R. SKLARE
M. Sklare

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Bay Development Corp., as successor to Aviva, Inc., by its President and Secretary, Allen I. Sklare and Miriam P. Sklare, who acknowledged the execution of the foregoing Supplement to Second Revised Master Declaration of Covenants, Conditions and Restrictions of Muir Woods, Inc., Muir Woods Section One Association, Inc., and Muir Woods Section Two Association, Inc.

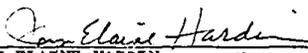
Witness my hand and notarial seal this 19th day of March, 1985.

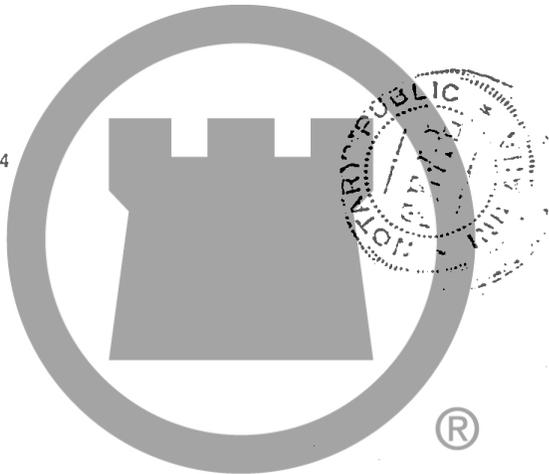
My Commission Expires:

April 24, 1987

(SEAL)

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
317/635-4500


JOY ELAINE HARDIN, Notary Public
Residing in Marion County, IN



CHICAGO TITLE

850026619