

DECLARATION OF COVENANTS AND RESTRICTIONS
OF WESTOVER WOODS
SECTION I

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Exhibit "A" Real Estate comprising Westover, Section I
 Exhibit "B" Real Estate comprising Additional Tract located contiguous to Westover, Section I

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**DECLARATION OF COVENANTS AND RESTRICTIONS OF
WESTOVER WOODS--SECTION I**

THIS DECLARATION made this ___ day of _____, 199___, by Westover Development Corp., an Indiana corporation ("Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Hendricks County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as "Tract" or "Westover Woods, Section I").

B. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- (a) "Additional Tract" means that real estate or any part of it described in Paragraph 25 of this Declaration.
- (b) "Applicable Date" means the date determined pursuant to Paragraph 11 of this Declaration.
- (c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.
- (d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation. ®
- (e) "Building" means any one of the separated structures which has one Dwelling Unit or two or more attached Dwelling Units.
- (f) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation. The By-Laws are incorporated herein by reference.
- (g) "Common Area" means the ground designated as such upon the Final Plat of Westover Woods, Section I or upon a recorded Final Plat, if any, of the Additional Tract or any part thereof.

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(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and such exterior portions of the Lots and Dwelling Units as described herein, and any other costs or expense incurred by the Corporation for the benefit of the same or the Owners, and all sums lawfully assessed against the Members of the Corporation.

(i) "Corporation" means Westover Woods Owners Association, Inc., its successors and assigns, an Indiana nonprofit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 11 of this Declaration; such Corporation being more particularly described in Paragraph 11 of this Declaration.

(j) "Declarant" shall mean and refer to Westover Development Corp., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to any mortgagee acquiring title to any portion of the Tract or Additional Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(k) "Dwelling Unit" means one of the living units located upon a Lot.

(l) "Lakes" shall refer to the separate bodies of water, all of which will be located in the Common Area.

(m) "Lot" means any plot of ground designated as such upon the recorded Final Plat of Westover Woods, Section I or upon the recorded Final Plat, if any, of the Additional Tract or any part thereof and upon which one (1) Dwelling Unit is constructed, is to be constructed or has existed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(n) "Member" means a member of the Corporation.

(o) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(p) "Westover Woods, Section I" means the name by which the Tract, as described in Paragraph A above, which is the subject of this Declaration, and which the Corporation manages, shall be known.

(q) "Westover Woods" means Westover Woods, Section I and any additional areas or sections submitted to this Declaration by a Supplemental Declaration as provided herein.

(r) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot, including contract sellers.

(s) "Builder" means a purchaser of a platted Lot from the Declarant for purposes of constructing a Dwelling Unit thereon.

(t) "Conditional Plat" means the survey of the Tract and the Additional Tract dividing the Tract and Additional Tract into Sections I, II, and III prepared by Lewis Engineering, Inc., certified by _____

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William R. Cole, a registered land surveyor, under date of Oct. 18, 199⁵, and recorded on _____, 199__, as Instrument Number _____ in the Office of the Recorder of Hendricks County, Indiana, which is incorporated herein by reference.

(u) "Final Plat" or "Plat" means the Final Plat of Westover Woods, Section I which was recorded on August 25, 1998, as Instrument Number 9800022616 in the Office of the Recorder of Hendricks County, Indiana, which is incorporated herein by reference.

(v) "Tract" means the real estate described in Paragraph A above and such portions of the Additional Tract for which a Final Plat has been recorded in the Office of the Recorder of Hendricks County, Indiana, and which has been subjected to this Declaration by a Supplemental Declaration as provided herein.

2. Declaration. Declarant hereby expressly declares that the Tract and Additional Tract, if any, shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Westover Woods, Section I. Westover Woods, Section I consists of sixty-eight (68) Lots numbered 1 through 68, inclusive, together with the Common Area as designated on the Final Plat. The Common Area and the size of the Lots are as designated on the Final Plat. The legal description for each Lot in Westover Woods, Section I shall be as follows:

Lot _____ in Westover Woods, Section I, a subdivision in Hendricks County, Indiana, as per plat thereof recorded _____, 19____, as Instrument Number _____ in the Office of the Recorder of Hendricks County, Indiana.

4. Lots and Easements. The boundaries of each Lot in Westover Woods, Section I shall be as shown on the Plat; provided, however, in the event any vertical boundary line of any Dwelling Unit does not coincide with the actual Lot line because of inexactness of construction, settling after construction or for any other reasons, whether from the initial construction or subsequent reconstruction, the boundary lines shall be deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Lot in and to such base line outside the actual boundary line of the Lot.

5. Common Area. Common Area includes all the area designated as such on the recorded Final Plat of Westover Woods, Section I or on a recorded Final Plat of the Additional Tract or any part thereof, including but not limited to the lakes, walking paths, parking areas, and recreational areas, if any, but excluding all Lots and dedicated streets. If the Additional Tract is not platted, the Paragraphs in this Declaration relating to Common Area in the Additional Tract and ownership thereof by the Corporation shall not be applicable.

6. Ownership of Common Area. The Common Area shall be conveyed to or owned by the Corporation, and shall be held for the use and enjoyment of the Members, all of whom shall have the right and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to, the following:

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- (a) The right of the Corporation to charge reasonable admission and other fees for use of any recreational facility.
 - (b) The right of the Corporation to suspend any member from the right to use any recreational facility for any period during which any assessment against such Member's Lot remains unpaid.
 - (c) The right of the Corporation, upon approval by a written instrument signed by two-thirds of all Class A Members, two-thirds of all Class B Members, and by two-thirds of all first mortgagees, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such Common Area purposes and subject to such conditions as may be agreed by the Corporation.
 - (d) The right of the Corporation or its Board of Directors to determine the time and manner of use of recreational facilities, if any, by the Members through rules and regulations adopted by the Board of Directors.
 - (e) The right of the Corporation to adopt such rules and regulations regarding the Common Area as it deems necessary.
 - (f) The Common Area in Westover Woods, Section I shall be conveyed to or owned by the Corporation at the time of conveyance of the first Lot in Westover Woods, Section I.

7. Delegation of Use of the Common Area. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment and use of the Common Area to members of his family, his tenants or contract purchasers who reside on any Lot.

8. Encroachments and Easements in Common Area. If by reason of inexactness of construction, settling after construction or for any other reasons, any Common Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in any other Dwelling Units or in the Common Area and serving his Dwelling Unit.

9. Sidewalks. The Owner of a Lot shall have a non-exclusive right to use the sidewalks serving more than one Lot. Such right to use shall pass with title to the Lot even though not expressly mentioned in the document passing title. ®

10. Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the ingress - egress easements and Common Area in the Tract in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone and electricity on the Tract; provided, however, nothing herein shall permit the installation of sewers, electric lines, water line or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the

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electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Tract and to affix and maintain electrical and telephone wires, circuits and conduits on above, across and under the roofs and exterior walls of the Dwelling Units. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant and, after the Applicable Date, the Corporation, shall have the right to grant such easement on such Tract, without conflicting with the terms of this Paragraph. The easements granted herein shall in no way affect any other recorded easement on the Tract.

An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Area to perform its duties.

11. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Declarant, and each Owner of a Lot shall, automatically upon becoming an owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation.

(b) Classes and Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A 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 Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, 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.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the registered agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. For purposes of determining voting rights and duties, it shall be assumed there will be a total of one hundred fifty-eight (158) Lots in Westover Woods and the Declarant shall have the automatic right to plat and record, not to contain in excess of one hundred fifty-eight (158) Lots, without the consent or approval of the Corporation or any other person, firm or corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of:

(i) the date upon which the written resignation of the Class B Members as such is delivered to the registered agent of the Corporation; or

(ii) sixty (60) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(iii) January 1, 2020.

At the Applicable Date, all Class B memberships shall become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until such time as more particularly described hereafter.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area and for the maintenance, repair and replacement of such exterior portions of the Dwelling Units as designated in this Declaration, to pay taxes assessed against and payable with respect to the Common Area and to pay any other necessary expenses and costs in connection with the Common Area, and to perform such other functions as may be designated or it to perform under this Declaration.

12. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 12.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the following persons, to-wit: William Schmadeke, Sr., William Schmadeke II, and Dan Folzenlogel (hereinafter referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles or the By-Laws: (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Lot by any type of juridical acts inter vivos or cause mortis, or otherwise, shall be deemed to have appointed Declarant as such owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to Declarant shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging Common Area or merger/consolidation of the Corporation with another corporation. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

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

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph 12, one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and reelected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one member of the Board of Directors shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph 12 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (a) of this Paragraph 12. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

(e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Tract, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the maintenance, repair, upkeep and replacement of such exterior portions of the Dwelling Units as designated in this Declaration, and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. Any decision not to employ a professional property management agent shall require the prior consent of the Owners of at least sixty-seven percent (67%) of the total number of Lots. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

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- (i) protection, repair, and replacement of the Common Area, unless the same are otherwise the responsibility or duty of Owners of Lots;
 - (ii) procuring of utilities in connection with the Lots and Dwelling Units, removal of garbage and waste, and snow removal from the driveways on the Lots, the streets, and Common Area (if necessary);
 - (iii) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Area and such exterior portions of the Lots and Dwelling Units as designated in this Declaration
 - (iv) surfacing, paving and maintaining any off-street parking spaces constituting a part of the Common Area;
 - (v) procuring private, roving security guards (or equivalent services) for protection and surveillance at such times and intervals as shall be determined by the Board of Directors, but not less than ____ times daily; provided that any decision not to provide such security service shall require the prior approval of the Owners of at least sixty-seven percent (67%) of the total number of Lots;
 - (vi) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
 - (vii) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year;
 - (viii) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Area and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagee, insurer or guarantor of a first mortgage at any time during normal business hours;
 - (ix) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
 - (x) paying taxes assessed against and payable with respect to the Common Area and paying any other necessary expenses and costs in connection with the Common Area; and
 - (xi) to furnish, upon request of any Mortgagee, insurer or guarantor of first mortgage, an financial statement for the immediately preceding fiscal year.
- (g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:
- (i) to employ a Managing Agent to assist the Board in performing its duties;

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- (ii) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
 - (iii) to employ legal counsel, engineers, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
 - (iv) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;
 - (v) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
 - (vi) to open and maintain a bank account or accounts in the name of the Corporation;
 - (vii) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Lots and the Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners;
 - (viii) to grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Westover Woods; and
 - (ix) to enter the Dwelling Unit of any Owner in case of any emergency whether the Owner is present at the time or not and in the case of non-emergency repairs to enter the Dwelling Unit provided the request is made in advance and is at a time reasonably convenient to the Owner.
- (h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:
- (i) contracts for replacing or restoring portions of the Dwelling Units or Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; however, specific items within the budget need not be approved separately by the Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and

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- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

The said \$2,500.00 maximum shall automatically be adjusted every five (5) years from the date of recording of this Declaration to reflect changes in the purchasing power of the dollar, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(l) Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and, such other officers or directors of the Corporation that handle or are responsible for funds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to three (3) months aggregate assessments on all Lots) and any such bond shall specifically include protection for any insurance

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proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of 'employees' or similar terms or expressions. Such bonds shall provide that they may not be canceled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

13. Initial Management. The Board of Directors has entered or will hereafter enter into a management agreement with Declarant or with a corporation or other entity affiliated with Declarant or designated by Declarant for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice under which Declarant (or such other corporation or entity as appropriate) will provide supervision, management and maintenance of the Common Area, and to the extent the same is not otherwise the responsibility of owners of individual Lots, the maintenance of Lots and Dwelling Units and in general perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years or a new management agreement with different parties may be executed under similar terms and conditions. Any management agreement is or will be subject to termination by Declarant (or such other corporation or entity as appropriate) at any time prior to expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties and obligations. Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Corporation and Declarant (or such other corporation or entity as appropriate) is in effect, Declarant (or such other corporation or entity as appropriate) shall have and Declarant hereby reserves to itself (or such other corporation or entity as appropriate), the exclusive right to manage the Tract and perform all the functions of the Corporation.

14. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Tract and Additional Tract or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Tract and Additional Tract or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Tract and Additional Tract or part thereof assessed as a whole, and shall pay his proportionate share of the real estate taxes assessed on the improvements on the Tract and Additional Tract or part thereof assessed as a whole based upon the ratio that the square footage of all improved Lots. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense. ®

15. Utilities. Each Owner shall pay for his own utilities which are separately metered to each Dwelling Unit. Utilities which are not separately metered to an individual Dwelling Unit shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

16. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

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In addition to maintenance upon the Common Area, the Corporation shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces, screens and screen doors, door and window fixtures and other hardware, patios, and such other items as the Board of Directors may so designate (unless specifically designated in this Declaration as the Corporation's obligation) so long as such items of exception shall apply to all Dwelling Units equally. However, the Corporation shall be responsible for staining or painting of the exteriors of exterior doors (including garage doors) and it shall also be responsible for painting or staining the outside or exterior surfaces of patio fences, if any. The Corporation shall also mow, trim, fertilize and otherwise care for and maintain all grass areas of the Lots, excluding, however, the watering of grass on the Lots which shall be the sole responsibility of the Lot Owners. Notwithstanding the foregoing, the Corporation shall not be responsible for said lawn care for any lawns which are enclosed by a fence or similar enclosure which renders it impossible or difficult for the Corporation to provide said lawn care. The maintenance and care of all trees, shrubbery, plants and other landscaping located on individual Lots (unless caused by an action or omission of the Corporation's contractors or employees maintaining the lawns) shall be the responsibility of the Owner thereof. Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean and sanitary condition and shall do all work thereon which is not required hereunder to be performed by the Corporation, including the interiors of patio areas and patio fences.

Notwithstanding any obligation or duty of the Corporation to repair or maintain any Lot or the Common Area, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

If any Owner shall fail so to maintain and keep his property or any part thereof in a good, clean and sanitary condition, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

So long as the Tract is subject to this Declaration, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein.

17. Architectural Control

(a) The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. Until the last Lot in Westover Woods is conveyed to a homeowner-purchaser, the Architectural Review Board shall be the Initial Board of Directors. After such

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time, the Architectural Review Board shall be appointed by the Board of Directors. The chairperson of the Architectural Committee shall be a member of the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. No improvements, alterations, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, walls, Dwelling Unit, or other structure or improvement shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within sixty (60) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Review Board. The approvals of the Architectural Review Board required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters required to be obtained from any other persons or governmental agencies pursuant to the terms of any subdivision plat, statute, law, ordinance, other governmental regulation or otherwise.

(e) Maintenance of Architectural Control. The Corporation may not waive or abandon the procedure for regulating and enforcing the architectural design or exterior appearance of the Lots nor for maintaining the exterior of the Dwelling Units, Lots or the Common Area without the prior written approval of all Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

18. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Dwelling Unit upon the Tract and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph 18, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

(b) 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, proportionately.

(c) Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such party wall, and repaired out of the proceeds of same, 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 equal proportions without prejudice, however, to the right of any such

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Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Paragraph 18, to the extent that such damage is not covered and paid by the insurance provided for herein, 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.

(e) Right of Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Paragraph 18 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph 18, 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. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor from another party the Board of Directors of the Corporation shall select an arbitrator for the refusing party.) The cost of the arbitrators shall be borne equally by the parties.

19. Assessments

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

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The annual budget shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and such exterior portions of the Dwelling Units as designated in this Declaration, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Area and such exterior portions of the Dwelling Units as designated in this Declaration shall be maintained by the Corporation in a separate interest

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bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hendricks County, Indiana selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon an amount up to and including one hundred ten percent (110%) of such last approved budget.

(c) Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments quarterly, semi-annually or annually, in advance. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is represented, and further provided that the Declarant shall not be any Owner's agent, attorney-in-fact or proxy in this vote pursuant to the third sentence of Paragraph 12(b) of this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

(e) Regular Assessments Prior to the Applicable Date; Commencement; Declarant's Liability. During the period that Declarant or a Builder is constructing Dwelling Units within the Tract or any Additional Tract, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in the Declaration, the Articles or the

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By-Laws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Paragraph 19(e).

The Corporation will enter into a management agreement with Declarant (or a corporation or other entity designated by Declarant) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of Paragraph 13 of this Declaration. So long as such management agreement (or similar agreement) remains in effect, the Common Expenses and Regular Assessments shall be paid by Owners to Management Agent. Declarant shall guarantee that until the earlier of (1) the termination of said management agreement or (2) one year after the date of execution of this Declaration, the monthly Regular Assessment shall not exceed Sixty Dollars (\$60.00) (the "Guaranteed Charge"). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and Management Agent continues to perform such functions, Declarant guarantees that the monthly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a twenty percent (20%) increase in the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to a twenty percent (20%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such monthly charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. (Such expenditures would be covered through Special Assessments, or, if sufficient, the replacement reserve fund, if any such fund exists.) Furthermore, if Declarant funds any deficits of the Corporation during the guarantee period, the Declarant shall be reimbursed by the Corporation for such amounts, together with interest at eight percent (8%) per annum until so reimbursed, from available surpluses in later years or through a Special Assessment at the time of transfer of control of the Corporation to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for Regular Assessments or by the making of one or more Special Assessments for such purpose, at the option of the Corporation.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to any replacement reserve created shall be held by the Initial Board and if required, applied to the replacement of Common Areas or those portions of Dwelling Units obligated to be repaired and replaced by the Corporation. To the extent that any such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of the full rate of Regular Assessments prior to the Applicable Date with respect to each Lot (that is not owned by Declarant or a Builder) shall commence on the date of conveyance by Declarant or a Builder to such new homeowner. The first payment shall be payable on the date of conveyance prorated to the first day of the calendar month next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each calendar month during the period prior to the Applicable Date.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, BOTH BEFORE AND AFTER THE APPLICABLE DATE, THE DECLARANT AS OWNER OF PLATTED OR UNPLATTED LOTS SHALL BE EXEMPT FROM ANY AND ALL REGULAR ASSESSMENTS OR SPECIAL ASSESSMENTS, BUT DECLARANT SHALL PAY ANY DEFICITS IN USUAL OR ORDINARY EXPENSE UNTIL SUCH TIME AS REGULAR ASSESSMENTS UPON LOTS WITH DWELLING UNITS THEREON IS SUFFICIENT TO MEET SUCH EXPENSE. FURTHER, BEFORE AND AFTER THE APPLICABLE DATE, BUILDERS SHALL PAY FIFTY PERCENT (50%) OF THE REGULAR ASSESSMENTS COMMENCING ON THE DATE THEY TAKE TITLE UNTIL SUCH TIME AS A HOME IS SUBSTANTIALLY COMPLETED AS DETERMINED BY DECLARANT. AFTER SUBSTANTIAL COMPLETION, A BUILDER SHALL PAY THE FULL AMOUNT (100%) OF REGULAR ASSESSMENTS OR SPECIAL ASSESSMENTS.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 13 of this Declaration and to adhere to and abide by the same.

(f) Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and the exteriors of the Lots and Dwellings Units as provided herein, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Corporation as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, 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 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;

(3) suspend such Owner's right to use the recreational facilities within Westover Woods as provided in the Indiana Nonprofit Corporation Act of 1991, as amended; and

(4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

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In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money

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judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover collection costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Lot.

(g) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

20. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 19 hereof.

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(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and (2) to pay any overdue premiums on hazard insurance for the Common Area or to secure new hazard insurance for the Common Area on the lapse of a policy. Any Mortgagee making such payment shall be owed immediate reimbursement by the Corporation.

(d) Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of Westover Woods or any Dwelling Unit. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

(e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

21. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Dwelling Units and the Common Area in an amount consonant with the full replacement value of the improvements which in whole or in part, comprise the Dwelling Units 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 Corporation as hereinabove set forth shall be paid to it or to the 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 the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of such Owner's damaged Dwelling Unit to the damages of all Dwelling Units 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 Corporation, the 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 Corporation.

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

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time but not less than \$2,000,000 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 Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. 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 Corporation 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 Corporation.

(c) Other Insurance. The Corporation 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 the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' 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 Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his 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 Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, 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, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation.

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 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 Corporation, 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. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Corporation to any Owners or Mortgagees, if to do so would be in violation of the Indiana Nonprofit Corporation Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

(e) Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

(f) Condemnation Awards. All proceeds payable as a result of condemnation shall be paid to the Corporation 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.

22. Casualty of Dwelling Units.

(a) Restoration of Dwelling Units.

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

(2) If the insurance proceeds, if any, received by the Corporation 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 Dwelling Units so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the owners of the Dwelling Units damaged in proportion to the ratio that damages to an Owner's Dwelling Unit have to the total damage to all Dwelling Units that are damaged. Any such amounts payable by the Owners of damaged Dwelling Units shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

(3) For purposes of subparagraphs (1) and (2) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Dwelling Units 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.

(4) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Corporation has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(5) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections of assessments against Owners on account of such casualty,

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shall constitute a construction fund which shall be disbursed, if the Dwelling Units are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the estimated cost of reconstruction and repair of any individual Dwelling Unit is more than Two Hundred Thousand Dollars (\$200,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs, as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, do not exceed the amount of the construction fund remaining after payment of the sum so requested.

(ii) Encroachments upon or in favor of Dwelling Units 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 Owner upon whose property such encroachment exists, provided that such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Dwelling Units were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Dwelling Units stand.

(iii) 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 Dwelling Units affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damaged Dwelling Units shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

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

In the event the insurance proceeds, if any, received by the Corporation 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 Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

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For purposes of this Article, 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 and with the same type of architecture.

23. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Final Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes as proscribed by any municipal or state laws, regulations or ordinances.

(b) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Area which will cause an increase in the rate of insurance on any Dwelling Unit or the contents thereof or on any Common Area. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit, the Common Area or on any Lot. The Board of Directors determination as to what is a nuisance shall be conclusive.

(d) No owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Board. The placement, installation, and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board of Directors.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Area, caused by his pet. The pet's owner shall be responsible for the prompt clean up of all fecal matter, whether from the Common Areas or any Lot, and shall be fully liable for the expenses of any cleaning not performed by the Owner. The tethering of pets in any area outside an Owner's fenced Patio does not constitute "attended". The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently

removed from the Tract within ten (10) days after written notice from the Board to the respective Owner to do so. 76

(f) All clotheslines, equipment, garbage cans, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be stored in closed sanitary containers within the garage except at the time when refuse collections are being made, shall be regularly removed from the premises, and shall not be allowed to accumulate on any part of the Tract. All clotheslines shall be confined to patio areas and shall be below the height of the patio fence. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Area or any other Lot. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Tract; provided, however, that an Owner may maintain an office or home business in the Dwelling Unit if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's Dwelling Unit; (3) there are no employees or independent contractors within the Dwelling Unit other than the Owner or other resident; (4) such Owner has obtained approvals or licenses for such use as may be required by the appropriate local and state governmental agencies; and (5) the Owner in all other respects complies with any federal, state, or local laws, regulations and ordinances, including but not limited to any municipal home occupations ordinance. The Board may require the Owner to pay any increase in the rate of insurance or any other costs or expenses to the Corporation which may result from such use.

(h) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area.

(i) No boats, campers, trailers of any kind, buses, motor or mobile homes, recreational vehicles, trucks (larger than 3/4 ton), motorcycles, mini bikes, or mopeds shall be parked or stored anywhere within the Tract for a period of more than forty-eight (48) hours unless such vehicle is stored within a garage. No repair work shall be done on the Tract on any vehicles, including passenger automobiles, except for emergency repairs.

(j) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area, except with express permission from the Board. ®

(k) Because of the close proximity of the Dwelling Units to each other and the desire of the Owners to maintain as much "open space" as possible, no fences of any kind (except for privacy fences adjoining patio areas) shall be permitted on any Lot or anywhere else on the Tract except those which were originally constructed by the Declarant, or except as approved by the Architectural Review Board.

(l) No accessory outbuildings, or "mini barns", shall be erected on any of the Lots.

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(m) Common Area shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(n) No motorized boating shall be permitted on the Lakes.

(o) No swimming shall be permitted in the Lakes.

(p) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Tract at any time.

24. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors, or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining

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the same, or (2) the provisions of Paragraph 21 of this Declaration with respect to casualty insurance or fidelity bonds to be maintained by the Corporation, or (3) the provisions of Paragraph 22 of this Declaration with respect to reconstruction or repair of the Common Area or Dwelling Units in the event of fire or any other casualty or disaster, or (4) the provisions of Paragraph 17 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of Paragraph 19 of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for and responsibility for maintenance, repair and replacement of the Common Area and Dwelling Units, or (3) right to use the Common Area, or (4) annexation of property to Westover Woods (other than as provided in Paragraph 25), or (5) the boundaries of any Dwelling Unit, or (6) the leasing of Dwelling Units, or (7) termination of the applicability of this Declaration, or (8) any provisions which are for the express benefit of Mortgagees without the consent of at least ninety percent (90%) of the votes of the Owners for the first twenty (20) years after recording of this Declaration and thereafter at least seventy-five percent (75%) of the votes of Owners, and the consent of Mortgagees holding mortgages on at least fifty percent (50%) of the Dwelling Units subject to mortgages.

(vii) Amendments Requiring Approval. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties (other than as provided in Paragraph 25), dedication of Common Area, and amendment of this Declaration.

(viii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

(ix) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to

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correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 24 on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 24 shall terminate at such time as the Declarant no longer hold or controls title to any part or portion of the Tract.

(c) Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

25. Annexation of Additional Tract. In addition to Westover Woods, Section I, Declarant is the owner of certain real estate described in the attached Exhibit B which is incorporated herein by reference and which is located contiguous to Westover Woods, Section I.

At any time prior to January 1, 2020, Declarant, without the consent of the Owners, may, but is not obligated to, develop the Additional Tract or any part thereof, in substantially the same manner as Westover Woods, Section I and file one or more Supplemental Declarations and Final Plats for such Additional Tract or part thereof, provided, however, that the maximum number of Dwelling Units which may be contained in the total development shall be not more than one hundred fifty-eight (158) and such Dwelling Units shall be consistent with the quality of construction of previous Dwelling Units. Improvements (excluding Dwelling Units) within the area to be annexed must be substantially completed prior to annexation.

In the event the Additional Tract or any part of it is platted in a manner similar to Westover Woods, Section I, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and obligations as the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or parts thereof as its authority and jurisdiction herein.

In the event Declarant decides not to develop or plat the Additional Tract or any part of it in a manner similar to Westover Woods, Section I, Declarant shall file a Declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated herein, provided, however, any part of the Additional Tract for which a Supplemental Declaration has not been filed by January 2, 2020, shall be automatically removed from the possibility of having a common entity provide for the maintenance, repair, replacement, administration and operation of such part of the Additional Tract, unless such is established by the Owners in the Tract and those in the Additional Tract.

Regardless of the method of development of the Additional Tract and whether or not all or any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration, the

right and easement to enter upon the streets and Common Area of Westover Woods, Section I to provide ingress and egress to the Additional Tract. 30

Declarant hereby grants to the Owners in Westover Woods, Section I the right and easement to enter upon any streets and roadways that may exist in the Additional Tract to provide ingress and egress to Westover Woods, Section I as may be necessary.

It is the purpose and intent of the easements herein granted and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract and Additional Tract, no matter how developed, for the owners of the Tract and Additional Tract, their guests, invitees, and all public 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.

The assessment which the Owner of each Lot in the Additional Tract or part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay shall be equal to that paid by any Owner herein and shall commence in the same manner as described in Paragraph 19(e) herein.

26. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

27. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or its appurtenances or of the Common Area.

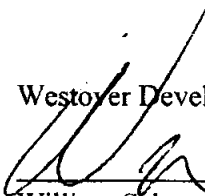
28. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection with such default or failure.

29. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

30. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

31. The Plat. The Preliminary and Final Plat of Westover Woods, Section I is incorporated into this Declaration by reference and the Preliminary Plat has been filed in the office of the Recorder of Hendricks County, Indiana, as of the 25th day of August, 1998, as Instrument No. 9800022616.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first written above.

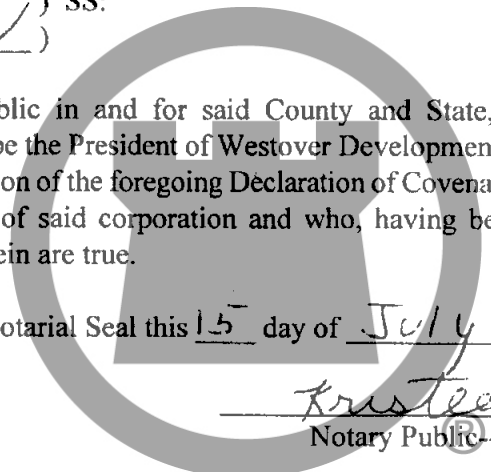
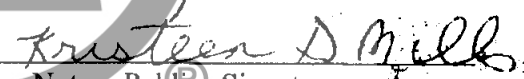
Westover Development Corp., by:


William Schmadeke, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared William Schmadeke, by me known to be the President of Westover Development Corp., an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Westover Woods, Section I on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

WITNESS my hand and Notarial Seal this 15 day of July, 1998.



Notary Public--Signature
Kristeen D Mills
Printed

My Commission Expires: **CHICAGO TITLE**

8-25-01

Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS & MURRAY, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.

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LEGAL DESCRIPTION
WESTOVER WOODS
SECTION I

A part of the Southwest Quarter of Section 12, Township 15 North, Range 1 East, located in Washington Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), along the West line of said Southwest Quarter, 1137.00 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 00 seconds East, along said West line, 414.64 feet; thence North 90 degrees 00 minutes 00 seconds East 396.00 feet; Thence North 00 degrees 00 minutes 00 seconds East, parallel with said West line, 135.00 feet; thence North 90 degrees 00 minutes 00 seconds East 60.83 feet; thence North 00 degrees 37 minutes 43 seconds West 240.01 feet; thence North 90 degrees 00 minutes 00 seconds East 126.80 feet; thence North 00 degrees 00 minutes 00 seconds East 40.02 feet; thence North 90 degrees 00 minutes 00 seconds East 149.99 feet; thence South 00 degrees 00 minutes 00 seconds West 35.00 feet; thence North 90 degrees 00 minutes 00 seconds East 282.75 feet; thence South 86 degrees 28 minutes 26 seconds East 173.75 feet; thence South 84 degrees 16 minutes 27 seconds East 231.81 feet; thence South 00 degrees 00 minutes 00 seconds East 755.74 feet; thence North 88 degrees 27 minutes 35 seconds West 611.03 feet; thence South 87 degrees 00 minutes 34 seconds West 412.57 feet to the Northeast corner of a 2.00 acre tract described in Deed record 285, pages 263-264 in the Records of the Aforesaid County; thence South 90 degrees 00 minutes 00 seconds West along the North line of said 2.00 acre tract, 395 feet to the POINT OF BEGINNING. Containing 21.75 acres, more or less, being subject to all legal highways, rights-of-way and easements of record.



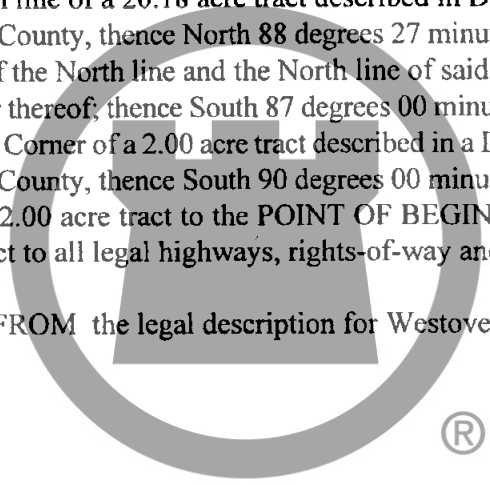
CHICAGO TITLE

LEGAL DESCRIPTION
WESTOVER WOODS
ADDITIONAL TRACT

A part of the Southwest Quarter of Section 12, Township 15 North, Range 1 East, located in Washington Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at a Railroad Spike marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), 1137.00 feet along the west line of said Southwest Quarter to a PK nail and the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 00 seconds East, 414.64 feet along said West line to a PK nail; thence North 90 degrees 00 minutes 00 seconds East, 396.00 feet to a 5/8" rebar; thence North 00 degrees 00 minutes 00 seconds East, 135.00 feet parallel with said West line to a 5/8" rebar; thence North 90 degrees 00 minutes 00 seconds East, 60.83 feet to the center of a PSI easement as recorded in Misc. Record 314, pages 192-193; thence North 00 degrees 37 minutes 43 seconds West, 1270.57 feet along said easement, to the North line of said Southwest Quarter Section; thence North 89 degrees 17 minutes 45 seconds East 692.87 feet along the North line of said Southwest Quarter to a 5/8" rebar; thence South 03 degrees 44 minutes 33 seconds West 447.82 feet to 5/8" rebar; thence South 13 degrees 45 minutes 27 seconds East 327.19 feet to a 5/8" rebar; thence South 84 degrees 16 minutes 27 seconds East 231.81 feet to a 5/8" rebar; thence North 89 degrees 35 minutes 33 seconds East 761.70 feet to a 5/8" rebar; thence South 06 degrees 48 minutes 33 seconds West 584.57 feet to 5/8" rebar; thence South 89 degrees 32 minutes 33 seconds West 495.37 feet to a 5/8" rebar; thence South 12 degrees 28 minutes 27 seconds East 96.95 feet to a 5/8" rebar; thence South 01 degrees 53 minutes 33 seconds West 87.92 feet to a 5/8" rebar on the Easterly extension of the North line of a 20.18 acre tract described in Deed Record 282, pages 184-185 in the records of the aforesaid County, thence North 88 degrees 27 minutes 35 seconds West 826.17 feet along the Easterly extension of the North line and the North line of said 20.18 acre tract to a 5/8" rebar marking the Northwest Corner thereof; thence South 87 degrees 00 minutes 34 seconds West 412.57 feet to a 5/8" rebar at the Northeast Corner of a 2.00 acre tract described in a Deed Record 285, pages 263-264 in the records in the aforesaid County, thence South 90 degrees 00 minutes 00 seconds West 395.00 feet along the North Line of said 2.00 acre tract to the POINT OF BEGINNING. Containing 44.21 acres, more or less, and being subject to all legal highways, rights-of-way and easement of records.

BUT EXCLUDING THEREFROM the legal description for Westover Woods, Section I



CHICAGO TITLE

DULY ENTERED
FOR TAXATION

JAN 10 2000

Debbie Simpson
AUDITOR HENDRICKS COUNTY

MID-STATES ENGINEERING, LLC

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am a Registered Land Surveyor with Mid-States Engineering, LLC (formerly known as MSE Corporation), who prepared the plat of Westover Woods, Section 1A, a subdivision in Hendricks County, Indiana, the plat of which was recorded on August 16, 1999 as Instrument Number 199900024169 in the Office of the Recorder of Hendricks County, Indiana. Said plat was certified by Jeffrey A. Meyerrose on April 13, 1999.

I further certify that said plat was inadvertently recorded with a 15' drainage and utility easement along the southwest line of lot 21, and a 20' drainage and utility easement along the southeast lot lines of lots 21 and 22, as shown in Exhibit "A".

Said plat should be amended to reflect the deletion of said 15' easement along the southwest line of lot 21, and the reduction of said 20' easement to 15' along the southeast lot lines of lots 21 and 22, as shown in Exhibit "B".



Certified this 24th day of December, 1999

Jeffrey A. Meyerrose
Jeffrey A. Meyerrose
Registered Land Surveyor 890003 - Indiana

State of Indiana)
) SS:
County of Marion)

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED
FOR RECORDING

DATE: 1/6/00

John Tarrant
HENDRICKS COUNTY ENGINEER

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Jeffrey A. Meyerrose a Registered Land Surveyor, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purposes therein expressed.

Witness by Hand and Notarial Seal this 24th day of December, 1999.

March 21, 2000
My Commission Expires

Susan R. Schonegg
Notary Public

Marion
County of Residence



SUSAN R. SCHONEGG
Printed Name

200000000701
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 01-10-2000 At 09:53 am.
CERT CORREC 14.00
DR Book 158 Page 547 - 548

THIS INSTRUMENT PREPARED BY MID-STATES ENGINEERING, LLC

Mid-States Engineering, LLC 350 E. New York Street, Suite 300, Indianapolis, IN 46204
(317) 634-6434
Engineering, Surveying, Landscape Architecture

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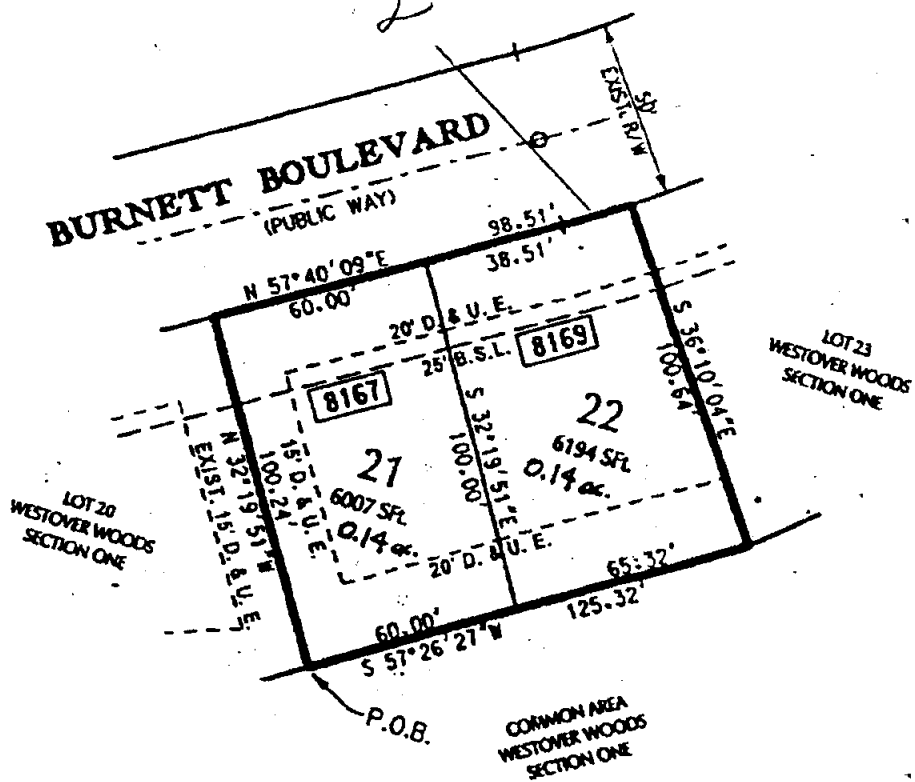


Exhibit "A"

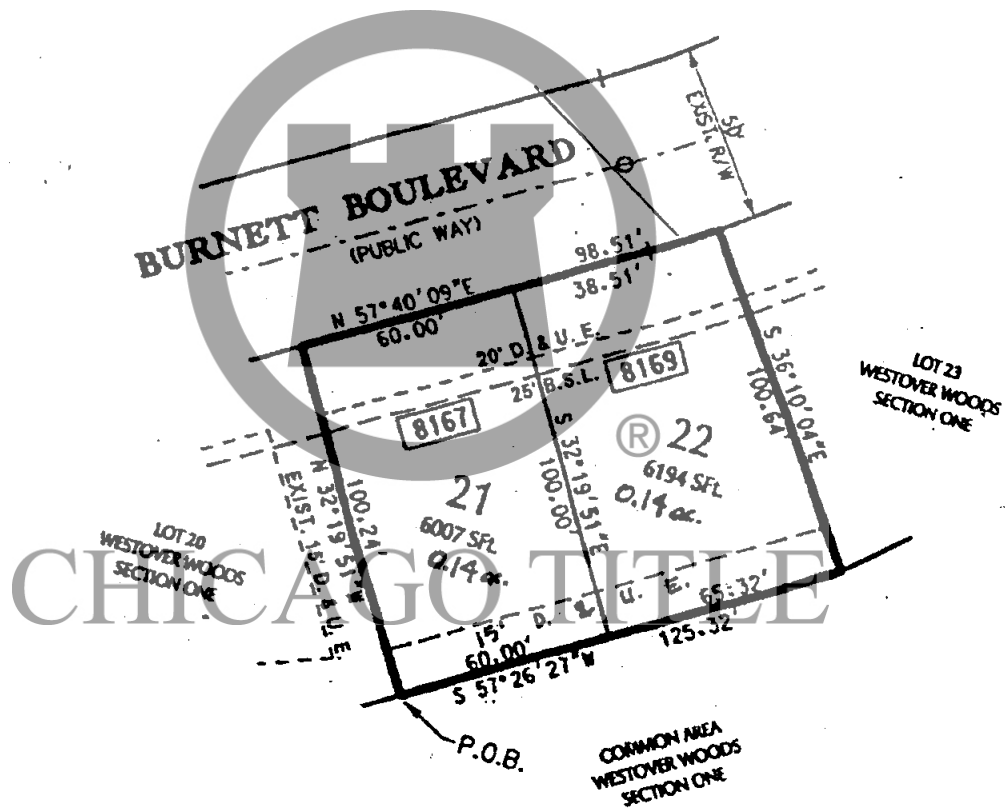


Exhibit "B"

DULY ENTERED
FOR TAXATION

JAN 10 2000

Debbie Sims
AUDITOR HENDRICKS COUNTY

MID-STATES ENGINEERING, LLC

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am a Registered Land Surveyor with Mid-States Engineering, LLC (formerly known as MSE Corporation), who prepared the plat of Westover Woods, Section 1A, a subdivision in Hendricks County, Indiana, the plat of which was recorded on August 16, 1999 as Instrument Number 199900024169 in the Office of the Recorder of Hendricks County, Indiana. Said plat was certified by Jeffrey A. Meyerrose on April 13, 1999.

I further certify that said plat was inadvertently recorded without a title below the owner's signature.

Said plat should be amended to reflect a title of "President, Westover Development Corporation".



Certified this 7th day of January, 2000

[Signature]
Jeffrey A. Meyerrose
Registered Land Surveyor 890003 - Indiana

State of Indiana)
) SS:
County of Marion)

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE: 1/10/00

[Signature]
HENDRICKS COUNTY ENGINEER

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Jeffrey A. Meyerrose a Registered Land Surveyor, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purposes therein expressed.

Witness by Hand and Notarial Seal this 7th day of January, 2000

March 21, 2000
My Commission Expires



[Signature]
Notary Public

Marion
County of Residence

Susan R. Schonegg
Printed Name

200000000700
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 01-10-2000 At 09:53 am.
CERT CORREC 10.00
OR Book 158 Page 546 - 546

THIS INSTRUMENT PREPARED BY MID-STATES ENGINEERING, LLC

Mid-States Engineering, LLC 350 E. New York Street, Suite 300, Indianapolis, IN 46204
(317) 634-6434
Engineering, Surveying, Landscape Architecture

PLAN

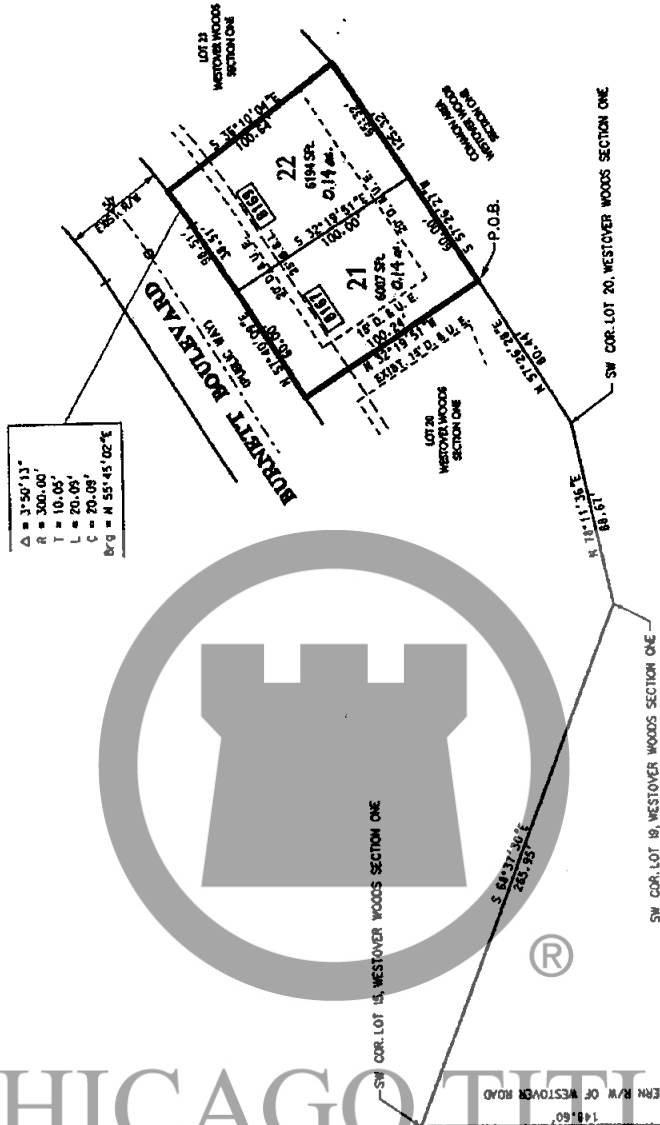
FOR

WESTOVER WOODS SECTION 1A

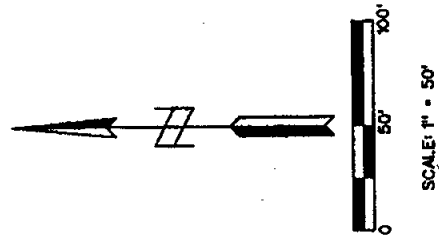
SECTION 12, TOWNSHIP 15 NORTH, RANGE 1 EAST TOWN OF AVON, WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA

1999-24169

19990024169
Filed for Record in
HENDRICKS COUNTY
INDIANA
DATE 08-16-1999 Rt 09:02 a.m.
PLAT 23.00
P.C. 241317145



CHICAGO TITLE



LEGEND

- B.S.L. = BUILDING SETBACK LINE
- D. & U. E. = DRAINAGE AND UTILITY EASEMENT
- R.M. = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- S.F.L. = SQUARE FEET

CERTIFICATE OF PLAN COMMISSION

Under the authority provided by Section IC 36-7-4-700, et seq., and all amendments thereto, the undersigned hereby certifies that the public notice of the hearing by the Town of Avon Plan Commission of the aforesaid Owner's Application for approval of this plat was duly given as required by Section IC 36-7-4-706 and all amendments thereto, and that said plat has been duly approved by said Commission with a majority of the members of said Commission concurring in such approval.

DR. WESTOVER WOODS SECTION ONE
CABINET 1, SLIDE 90, PAGES 2A & 2B

N 87°00'34"E
233.83'

395.00'

N 90°00'00"E

FOR

WESTOVER WOODS SECTION 1A

SECTION 12, TOWNSHIP 15 NORTH, RANGE 1 EAST TOWN OF AVON, WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA

2

LAND DESCRIPTION

the Southwest Quarter of Section 12, Township 15 North, Range 1 East, Township Hendricks County, Indiana, being also as Instrument No. 9800022616 in Plat Cabinet 1, pages 2A and 2B in the office of the Recorder of County, Indiana, more particularly described as:

16. a railroad spike marking the southwest corner southwest quarter section; thence on an assumed bearing the bearing system shown on said plat of Woods Section One, and along the west line of said section, North 00°00'00" East 1137.00 feet to the corner of said Section One; thence along the south line of said Section One, North 30°00'00" East 233.83 feet to the intersection of a right-of-way line of Westover Road per said plat; thence along the southern boundary of Lot 15, East 148.60 feet to the southern corner of Lot 15; thence along the southern boundary of Lot 17, and 18 per said plat, South 68°37'30" East 88.67 feet to the southern corner of Lot 20; thence along the southern boundary of Lot 20, North 57°26'28" East 80.44 feet to the southeast corner of said Lot 20, and the POINT OF BEGINNING; thence, easterly, along the southern right-of-way line of said plat, North 32°19'51" East 24 feet to the southern right-of-way line of said plat; thence along said right-of-way line to the next two courses: (1) North 57°40'08" East to the point of curvature of a curve, concave right, having a central angle of 3°50'13", and a radius of 300.00 feet; (2) north-easterly along said curve of 20.09 feet (said arc being subtended by a chord which bears North 55°45'02" East 20.09 feet) to the western boundary of Lot 23 per said plat; thence along the western boundary of said Lot 23, South 36°10'04" East 125.32 feet per said plat to the POINT OF BEGINNING; thence, southerly, along said plat, more or less rights-of-way, easements, and restrictions.

This plat consists of two lots numbered 21 and 22, with easements as shown hereon. The size of said lots and the width of the easements are shown on this plat by lot and by section and decimal parts thereof.

Certified this 13th day of April, 1999.

Jeffrey A. Geyerose
Registered Land Surveyor No. 890003 - IN

Utility Easements (D. & U. E. and Irreg. D. & U. E.) as shown on this plat are created for the installation, maintenance, and operation of public utility facilities including mains, lines, wires and poles, ducts, distribution boxes, transformers, service risers, and other such appurtenances. No building or other structure, except driveways, shall be constructed or permitted to remain within such easements. The right to cause removal by process of law of any building, structure, or other improvements located within said easement is hereby dedicated to the operator of such public utilities and the Town of Avon.

Drainage Easements (D. & U. E. and Irreg. D. & U. E.) as shown on this plat are created for the installation, maintenance, and operation of surface and subsurface storm water conveyances, including swales, ditches, tiles, pipes, and appurtenant structures as approved by the Town of Avon. Such drainage improvements shall not be disturbed, altered, restricted, or impeded in any way without the express written permission of said town. No building or other structure, except driveways, shall be constructed or permitted to remain within such easements. The right to cause removal by process of law of any building, structure, or other improvement located within said easement is hereby dedicated to the town and reserved unto the several owners of lots within this subdivision.

This subdivision contains 0 linear feet of open ditches and 0 linear feet of tile drains. The lots in this subdivision are or may be subject to a drainage assessment under the authority of the Indiana Drainage Code.

I, the undersigned, as owner of the real estate shown and described on this plat, hereby lay off, plat, and subdivide this real estate in accordance with this plat, to be known as "WESTOVER WOODS SECTION 1A."

Dated this 13th day of April, 1999.

William A. Schmitz
William A. Schmitz

State of Indiana)
County of Avon) SS:

Before me, a notary public in and for said county and state personally appeared the above and acknowledged execution of this instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my signature and seal this 13th day of April, 1999.

My Commission Expires: Sept 7, 2001
County of Residence: Avon
Notary Public: *David M. Schmitz*
Printed Name: David M. Schmitz



CERTIFICATE OF PLAN COMMISSION

Under the authority provided by Section IC 36-7-4-700, et seq., and all amendments thereto, the undersigned hereby certify that the public notice of the hearing by the Town of Avon Plan Commission of the aforesaid Owner's Application for approval of this plat was duly given as required by Section IC 36-7-4-706 and all amendments thereto, and that said plat has been duly approved by said Commission with a majority of the members of said Commission concurring in such approval.

Dated this 21st day of April, 1999.

INDIANA REGISTERED LAND SURVEYOR
No. 9813199
John Tawant
DULY ENTERED FOR TAXATION

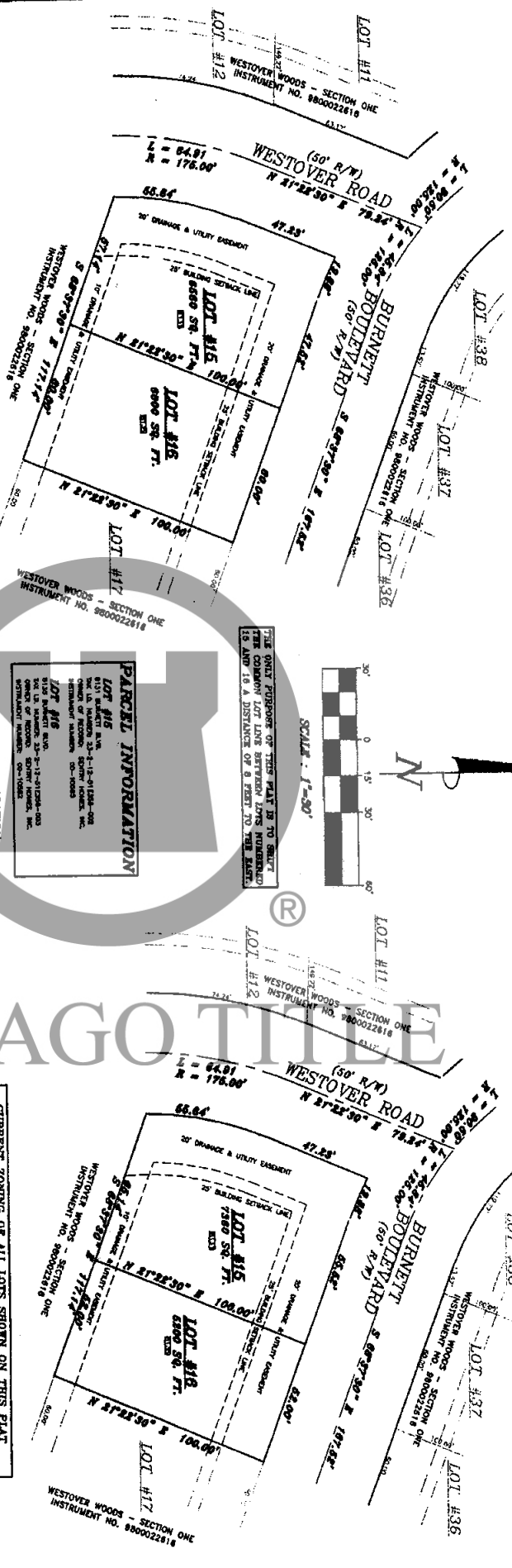
2000-24970

PC 3-52 157-P1
800000024970
FILED FOR RECORD IN
HENDRICKS COUNTY IN
INDIANA
ON 10-26-2000 AT 10:10 AM
PLAT

REPLAT OF LOTS NUMBERED 15 & 16 IN WESTOVER WOODS - SECTION ONE
WASHINGTON TOWNSHIP, HENDRICKS COUNTY
AVON, INDIANA

EXISTING PLAT OF LOTS
NUMBERED 15 & 16
WESTOVER WOODS - SECTION ONE

PROPOSED REPLAT OF LOTS
NUMBERED 15 & 16
WESTOVER WOODS - SECTION ONE



CERTIFICATION & DESCRIPTION

I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED LAND SURVEYOR WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY HAVE BEEN MADE AND PREPARED IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF INDIANA, AND ARE A TRUE REPRESENTATION OF THE FOLLOWING: HENDRICKS COUNTY, INDIANA, AND IS A TRUE REPRESENTATION OF THE FOLLOWING:

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 1 EAST, LOCATED IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS NUMBERED 15 AND 16 IN WESTOVER WOODS - SECTION ONE, HENDRICKS COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN HENDRICKS COUNTY, INDIANA, 9800222618 IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA, 9800222618 IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA, AND SAID PLAT CONSISTS OF TWO (2) LOTS NUMBERED 15 AND 16, THE LOCATION AND DIMENSIONS OF THE LOT, STREETS, EASEMENTS AND DEEDS PARTS THEREOF, ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT AND IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS 10th DAY OF OCTOBER, 2000.

FILE NUMBER
REGISTERED LAND SURVEYOR NO.
STATE OF INDIANA
KATHLEEN J. MAURER
882006
NOV 2000

COVENANTS, CONDITIONS, AND RESTRICTIONS

ALL LANDS IN THIS SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION ARE TO REMAIN RESIDENTIAL IN CHARACTER AND NO COMMERCIAL OR INDUSTRIAL DEVELOPMENT SHALL BE PERMITTED THEREON. THE ADDITIONAL COVENANTS CONCERNING THE DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH THE PLAN HEREOF RECORDED AS TO WESTOVER WOODS, INDIANA, 9800222618 AND ALL OTHER RECORDED INSTRUMENTS TO WHICH THIS SUBDIVISION IS REFERENCED IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA.

KATHLEEN J. MAURER
REGISTERED LAND SURVEYOR
STATE OF INDIANA
MY COMMISSION EXPIRES 3-26-2008

PARCEL INFORMATION
LOT #15
LOT #16
LOT #17
LOT #18
LOT #19
LOT #20
LOT #21
LOT #22
LOT #23
LOT #24
LOT #25
LOT #26
LOT #27
LOT #28
LOT #29
LOT #30
LOT #31
LOT #32
LOT #33
LOT #34
LOT #35
LOT #36
LOT #37
LOT #38

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, AND PERSONALLY APPEARED OWNER OF THE ABOVE DESCRIBED REAL ESTATE, MICHAEL C. ROGERS, AND HIS WIFE, KATHLEEN J. MAURER, BOTH OF WHOM ARE IDENTIFIED TO ME BY ME AND CITED FOR THE USE AND PURPOSE HEREIN EXPRESSED. WITNESS MY HAND AND SEAL THIS 10th DAY OF September, 2000.
WITNESS MY HAND AND SEAL THIS 10th DAY OF September, 2000.
Michael C. Rogers, Notary Public
Kathleen Maurer, Notary Public
Kathleen Maurer, Notary Public

CHICAGO TITLE

CURRENT ZONING OF ALL LOTS SHOWN ON THIS PLAT IS R-S: HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT

DRAINAGE BOARD STATEMENT

THIS SUBDIVISION CONTAINS A LINEAL FEET OF OPEN DITCHES AND A LINEAL FEET OF UNDERGROUND DRAINAGE SYSTEMS AND IS SUBJECT TO THE RISK OF FLOOD DAMAGE AND IS HEREBY RELEASED FROM ALL SUCH RISK AND DAMAGE TO THE PROPERTY OF THE INDIANA DRAINAGE CODE.

APPROVAL DATED 10/25/2000
AVON, INDIANA
Michael C. Rogers, Notary Public
Kathleen Maurer, Notary Public

MAURER & ASSOCIATES, INC.
LAND DEVELOPMENT, SURVEYING, AND BUILDER'S SERVICES
3425 West County Line Road • Greenwood, IN 46142 •
Ph. (317) 881-3998 • Fax (317) 881-4989



* 2 0 1 0 0 6 5 7 4 3 *

201006574

PAUL T HARDIN
HENDRICKS COUNTY RECORDER
04/06/2010 10:39:25AM

Cross Reference: Instrument No. 9800024757

DECLARATION

This DECLARATION (this "Declaration") is executed as of the 5th day of March, 2010, by Westover Development Corp., an Indiana corporation ("Declarant").

RECITALS

A. Declarant is the "Declarant" under that certain Declaration of Covenants and Restrictions of Westover Woods, Section I, recorded September 17, 1998 as Instrument Number 9800024757 in the Hendricks County Recorder's Office (the "Declaration").

B. Section 25 of the Declaration states that, in the event Declarant decides not to develop the Additional Tract (as defined in the Declaration) or any part of it in a manner similar to Westover Woods, Section I, Declarant shall file a declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated by the Declaration.

C. Declarant has decided not to develop that portion of the Additional Tract described on Exhibit A attached hereto (the "Removed Tract") and desires to record this Declaration to remove the Removed Tract from the Declaration.

NOW, THEREFORE, Declarant hereby states that the Removed Tract shall not be developed as contemplated by the Declaration and is hereby removed and excepted from all terms and provisions of the Declaration excepting only (i) the burden of the right and easement set forth in Section 25 of the Declaration granted to the Owners (as defined in the Declaration) in Westover Woods, Section I (as defined in the Declaration) to enter upon any streets and roadways that may exist in the Removed Tract to provide ingress and egress to Westover Woods, Section I as may be necessary, and (ii) the benefit of the right and easement to enter upon the streets and Common Area (as defined in the Declaration) of Westover Woods, Section I to provide ingress and egress to the Removed Tract.

[SIGNATURE PAGE FOLLOWS]

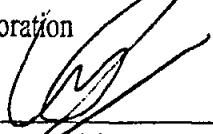
I/2446906.2

18-
3+3

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the date first written above.

"DECLARANT"

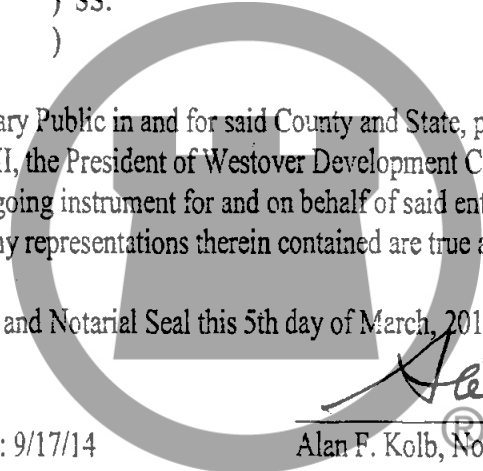

WESTOVER DEVELOPMENT CORP.,
an Indiana corporation

By: 
William A. Schmadeke, II, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared William A. Schmadeke, II, the President of Westover Development Corp., who acknowledged the execution of the foregoing instrument for and on behalf of said entity, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 5th day of March, 2010.



Alan F. Kolb, Notary Public

My Commission Expires: 9/17/14
I am a resident of Marion County

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. Matthew G. DeLaruelle.

This instrument was prepared by Matthew G. DeLaruelle, ICE MILLER LLP, Suite 2900, Indianapolis, IN 46282.

I/2446906.2

EXHIBIT ALEGAL DESCRIPTION

A part of the Southwest Quarter of Section 12, Township 15 North, Range 1 East, located in Washington Township, Hendricks County, Indiana, being more particularly described as follows:

COMMENCING at a Railroad spike marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), along the West line of said Southwest Quarter 1137.00 feet; thence North 90 degrees 00 minutes 00 seconds East 395.00 feet; thence North 87 degrees 00 minutes 34 seconds East 412.57 feet; thence South 88 degrees 27 minutes 35 seconds East 611.03 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 00 seconds East 755.74 feet; thence North 89 degrees 35 minutes 33 seconds East 761.70 feet; thence South 06 degrees 48 minutes 33 seconds West 584.57 feet; thence South 89 degrees 32 minutes 33 seconds West 495.37 feet; thence South 12 degrees 28 minutes 27 seconds East 96.95 feet; thence South 01 degree 53 minutes 33 seconds West 87.92 feet; thence North 88 degrees 27 minutes 35 seconds West 215.13 feet to the POINT OF BEGINNING.



CHICAGO TITLE