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## Subdivision Covenants and Restrictions

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13924 May 12, 1978

WESTERVILLE ESTATES, SECTION TWO

ENTERED FOR RECORD

For Covenants Concerning  
Lake + Dam on misc 76  
Pages 377-86  
Marjelle Abbott, H.C.

BOOK 76 PAGE 361 76

MAY 11 1978 AL 108

Restrictive Covenants  
13878

Marjelle Abbott

Page 361-3

RECORDED HENDRICKS COUNTY

The Undersigned, RAL DEVELOPMENT CORPORATION, represented by corporate officer, Richard A. Lewis, President, as owner and proprietor of "Westerville Estates, Section Two" located in Liberty Township, Hendricks County, Indiana do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants, in their entirety shall apply to all "Westerville Estates, Section One". Said subdivision being located in Liberty Township, Hendricks County, Indiana.
2. LAND AND BUILDING TYPE: No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 1500 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, with no less than 1900 square feet of finished floor area in such multiple story structure.
4. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: No building, fence, wall or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. Also the proposed location of wells, septic systems, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "Westerville Estates" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representatives with like authority. The Committee's approval or disapproval as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan. Neither the Committee members nor the designated representatives shall be intitled to any compensation for services performed pursuant to this covenant.
5. BUILDING CONSTRUCTION: Any building, once approved and under construction must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines, as shown on the recorded plat.
6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies. For installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved.

# 1273 March 28, 1988  
In business affidavit  
see Misc. Bk. 114 page 101  
James A. Wofford, Clerk

These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drains.

7. **LANDSCAPING:** All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once during the months of April through September.
8. **UTILITY BUILDING:** A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.
9. **VEHICLE PARKING:** No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time.
10. **BUSINESSES:** No mercantile building shall be erected, built or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling or retailing nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
11. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, shed, garage, barn or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
13. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service, designated by the above mentioned Architectural and Environmental Control Committee or a Home Owners organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said Committee. All equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
14. **ANIMALS:** No animals, livestock, or poultry shall be raised, bred or kept upon any lot except that dogs, cats or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
15. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority.
16. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability

date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

- 17. FENCES: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building set-back line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.
- 18. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or garage area.
- 19. SIGNS: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
- 20. ENFORCEMENT: If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
- 21. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.
- 22. SEVERABILITY: Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

In witness whereof: the said party as owner and proprietor of the above described subdivision has hereunto set their hands and seals this 11 day of May, 1978.

Richard A. Lewis  
Richard A. Lewis, President  
RAL Development Corporation.

STATE OF INDIANA |  
COUNTY OF HENDRICKS | SS:

Before Me, the undersigned, a Notary Public within and for said County and State, personally appeared Richard A. Lewis, President of RAL Development Corporation, as owner and proprietor of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as his Voluntary Act and Deed.

Witness my hand and seal this 11 day of May, 1978  
My Commission Expires March 25 1981

James K. Lewis  
Notary Public  
Notary Resides in  
Hendricks Co. IN.



13924

BOOK 76 PAGE 377

DECLARATION OF COVENANTS AND RESTRICTIONS  
CONCERNING THE LAKE AND DAM IN WESTERVILLE ESTATES

This Declaration of Covenants and Restrictions for Westerville Estates, (hereinafter referred to as "Declaration of Covenants and Restrictions"), made this 12 day of May, 1978, by RAL Development Corporation, (hereinafter referred to as "Declarants"), WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, is the owners of lots 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 in Westerville Estates, Section 2 and Lots 1, 2, 3, and 4 of Westerville Estates, Section 1, Sub-divisions in Hendricks County, Indiana, the plats of which are recorded as Instrument No. 13912, under date of Mar 14, 1977, and Instrument No. 13878, under date of May 11, 1978, in the Office of the Recorder of Hendricks County, Indiana, (hereinafter referred to as "real estate or lots"), and the lake and dam and the area surrounding the dam and the access thereto from Westerville Drive on the plat of Westerville Estates, Section 2, (hereinafter referred to as "common properties").

B. The purpose of this Declaration of Covenants and Restrictions are to:

- (1) Provide a means for the maintenance and care of Dam Area and Lake Area in accordance with applicable law and more specifically in accordance with Chapter 84, Acts of the State of Indiana, 1961 (IC 1971 13-2-20 ET. seq.), "An Act concerning the maintenance and repair of dams, levees, dikes, flood-walls and appurtenment works; providing for the inspection and enforcement of the maintenance and repair thereof, and defining the penalty for violation", a copy of which is incorporated herein by reference;
- (2) Provide that all applicable lot Owners have the obligation to pay their proportionate share of the costs of maintaining the Dam Area and Lake Area in accordance with the procedures outlined herein;
- (3) Provide for the formation of a not-for-profit corporation made up of the Owners of the effected Real Estate, such corporation to provide for the maintenance and control of the Dam Area and Lake Area.

NOW THEREFORE, Declarants declare that the Lots are and shall be held, conveyed, encumbered, used, occupied and improved in accordance with the covenants and restrictions contained in this Declaration of Covenants and Restrictions.

ENTERED FOR RECORD

BOOK 76 MAY 12 1978 1:44  
PAGE 377

*Marvella Abbott*  
RECORDER HENDRICKS COUNTY

4319 July 25, 1978  
For Amendment Rec  
Misc. 77 pages 48-9.  
*Marvella Abbott*  
R.N.C.

6276 Nov 3, 81  
For Amendment See  
Misc. 90 pages 582-583.  
*Marvella Abbott*  
R.N.C.

#38 50 July 15, 1983  
For Membership see  
see Misc Book 97 page 607  
*Ronnie L. Myphers & Co*

#40 51 July 15, 1983  
For Membership see  
see Misc Book 97 page 608  
*Ronnie L. Myphers & Co*

1. Definitions. The following terms are used in this Declaration of Covenants and Restrictions, unless the context clearly requires otherwise, shall mean the following:

(a) "Corporation" means the not-for-profit corporation, WESTERVILLE ESTATES CORPORATION, which is more fully described in paragraph 2 of this Declaration of Covenants and Restrictions.

(b) "Board of Directors" means the governing body of the Corporation elected by the members in accordance with the By-Laws of the Corporation.

(c) "Declarant" means RAL Development Corporation, their successors, assigns or nominees.

(d) "Real Estate" or "Lots" means Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, in Westerville Estates, Section 2 and Lots 1, 2, 3, and 4 of Westerville Estates, Section 1, the owners of which have the obligation to maintain and control the common property in accordance with the Declaration of Covenants and Restrictions.

(e) "Owner" means any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof who owns the fee simple title to one or more of the Lots which comprise the Real Estate.

(f) "Lake, Dam and Access Area" means that area described as follows, to-wit:

A part of the South Half of Section 13, Township 14 North, Range 1 West, being more particularly described as follows, to-wit:

Commencing at an iron pipe marking the center south of said half section; thence South 89 degrees 08 minutes 22 seconds West on and along the south line of said half section 743.33 feet to the Southwest corner of Westerville Estates Section one as per plat thereof recorded in Plat Book 9, Page 82; thence North 02 degrees 41 minutes 00 seconds West 90.00 feet to the point of beginning of the dam, lake and access area; thence North 89 degrees 08 minutes 22 seconds East 100.00 feet; thence North 41 degrees 47 minutes 08 seconds East 142.68 feet to the East line of lot number 11; thence North 56 degrees 37 minutes 39 seconds East 139.47 feet to the East line of lot number 10; thence North 62 degrees 13 minutes 00 seconds East 132.44 feet to the East line of lot number 9; thence North 79 degrees 37 minutes 53 seconds East 121.03 feet to the East line of lot number 8; thence North 02 degrees 41 minutes 00 seconds West on the East line of lot number 8 a distance of 130.00 feet to the Southeast corner of Tract A; thence North 11 degrees 44 minutes 33 seconds East 473.89 feet to a point on a curve said point being the Northwest corner of lot number 20; thence Westerly along the South right-of-way for Westerville Drive a distance of 20.00 feet to the

Northeast corner of lot number 19; said point being North 86 degrees 22 minutes 10 seconds West from the Northwest Corner of lot number 20, thence South 11 degrees 44 minutes 33 seconds West along the East line of lot number 19 a distance of 170.10 feet; thence North 88 degrees 40 minutes 01 seconds West 137.77 feet to a point on the West line of lot number 19; thence North 76 degrees 10 minutes 55 seconds West 135.41 feet to a point on the West line of lot number 18; thence South 48 degrees 50 minutes 51 seconds West 111.84 feet to a point on the West line of lot 17; thence South 41 degrees 49 minutes 19 seconds West 73.69 feet to a point on the Southwest line of lot number 16; thence South 53 degrees 00 minutes 21 seconds West 48.30 feet to a point on the Southwest line of lot 15; thence South 57 degrees 42 minutes 54 seconds West 30.94 feet; thence South 18 degrees 27 minutes 30 seconds East 82.62 feet to a point on the South line of lot number 14; thence South 05 degrees 40 minutes 39 seconds East 38.82 feet; thence South 24 degrees 02 minutes 09 seconds West 87.28 feet to a point on the South line of lot number 13; thence South 37 degrees 43 minutes 59 seconds West 105.32 feet; thence South 22 degrees 32 minutes 37 seconds West 138.90 feet to the Southwest corner of lot number 12; thence South 02 degrees 41 minutes 00 seconds East 150.00 feet to the beginning point of this description containing 5.86 acres more or less.

2. Corporation. There has been created under the laws of the State of Indiana a not-for-profit corporation known as WESTERVILLE ESTATES CORPORATION. Membership to this Corporation shall be comprised of, limited to and an obligation of all Owners.

(a) Membership. The Corporation shall have one (1) class of members as follows:

Members shall be anyone who owns one or more lots. Members shall be entitled to one vote for each Lot owned on all matters which members of the corporation are entitled to vote, provided, however, each Lot represented shall have only one vote as the Owners of such Lot may determine in accordance with the Code of By-Laws of the Corporation.

(b) Purpose. The purposes of the Corporation are more fully set forth in the Articles of Incorporation and are generally to provide for the maintenance, repair, replacement, administration, operation, preservation, and ownership of the common properties and such other areas that may come within its jurisdiction and authority. The Corporation shall have all powers set forth in its Articles of Incorporation, together with all other powers granted under the laws of the State of Indiana, including but not limited to, power to levy a uniform annual assessment against members and special assessments against members in the manner set forth in this Declaration of Covenants and Restrictions.

(c) Operation of Corporation. The operation of the Corporation is more fully described in its Articles of Incorporation which are filed in the office of the Secretary of State of the State of Indiana, and in the By-Laws of the Corporation, both of which are incorporated herein by reference.

3. Dam Construction. Declarant hereby covenants and declares that the dam will be constructed in accordance with its plans and specifications and that the lake, dam and access area shall be conveyed to the Corporation prior to the conveyance of all lots, but the declarant specifically reserves the right to go on any portion of said area for the purpose of doing all things that are necessary to complete the construction of the dam and lake.

4. Merger of Corporation. The Articles of Incorporation provide that the Corporation may merge or consolidate with another corporation with similar purposes, provided such merger or consolidation is approved by the members in accordance with the Articles of Incorporation. Upon such a merger or consolidation of the Corporation with another corporation, the Corporation's properties, rights and obligations may by operation of law be transferred to another surviving or consolidated corporation or alternatively, properties, rights and obligations of another corporation may by operation of law be transferred to another surviving or consolidated corporation or alternatively, properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to the merger. A surviving or consolidated corporation may administer the covenants and restrictions established in this Declaration of Covenants and Restrictions with respect to the Real Estate.

5. Assessments. Each Owner shall be obligated to pay the assessments as outlined in this paragraph. Such assessments shall be used to cover the costs and expense of operating, maintaining, controlling, administering, preserving and the ownership of the dam, lake and access area and the Corporation. Such assessments and payment of assessments shall be in accordance with the following procedure:

(a) Proposed Annual Budget: The Board of Directors acting in accordance with the Articles of Incorporation and the By-Laws of the Corporation shall cause to be prepared and adopted at the annual meeting of the Corporation a proposed annual budget for the ensuing calendar year estimating the total amount of expense for the ensuing year, which budget shall be the basis for the regular assessments (hereinafter defined) for the ensuing year. Such



budget shall always include a reserve for future repairs and emergency expenditures, and such funds as are necessary to satisfy any and all repairs that are or might be required by or pursuant to the annual inspection report of the Commission. Such amount for future repairs and emergency expenditures shall never be less than Twenty Five Dollars (\$25.00) per year, per Lot, or an item in the annual budget equal to at least Three Hundred and Fifty Dollars (\$350.00) per year.

(b) Regular Assessments. The annual budget as adopted shall contain the proposed assessment against each Lot which shall be the same for each Lot. Immediately following the adoption of the annual budget each Owner shall be given written notice of such assessments against his Lot or Lots (hereinafter called the "Regular Assessment"). The Regular Assessment against each Lot shall be paid in accordance with the method of payment determined by the Board of Directors as necessary to satisfy the financial requirements and obligations of the Corporation. Payment of such Regular Assessment shall be made to the Board of Directors or as otherwise directed by the Board of Directors. The first annual budget and the Regular Assessment to be charged against each Lot pursuant thereto shall be determined at the first annual meeting of the Corporation to be held in March, 1979, or at such earlier date if Declarants so determine.

(c) Special Assessments. From time to time expenses of an unusual or extraordinary nature and not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make a special assessment of equal amount upon each Lot upon approval of such resolution by two-thirds (2/3) of the votes of members at a special meeting of the members duly called in accordance with the By-Laws for purposes of approving or rejecting such resolution (hereinafter called "Special Assessment").

In the event that the Lake should come under the jurisdiction of a governmental regulatory commission in the future, and that commission shall determine that repairs or expenditures are necessary to maintain the dam in a satisfactory and safe condition, that commission shall have the authority in accordance with the applicable law to instruct the Board of Directors to make such repair, and in the event it is necessary for a Special Assessment to be made in order to provide the funds necessary to perform such work, the Board of Directors, upon instructions from that Commission, shall adopt a resolution for such Special Assessment, in which even such Special Assessment

shall be levied and cannot be rejected or changed by any vote of the members of the Corporation.

(c) Commencement of Assessments. The first Regular Annual Assessment shall be due on June 1, 1979, following the first annual meeting of the Corporation or earlier if the first annual meeting of the Corporation is held prior to March 1, 1979. Notwithstanding any provisions contained herein or, elsewhere, in no event shall such assessment or any other assessment, restriction or obligation under this Declaration of Covenants and Restrictions commence until the common properties are conveyed to the Corporation.

(d) Assessment of Lien and Failure of Owner to Pay Assessment.

Any regular or Special Assessment levied or assessed against any Owner or Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon the Owner's Lot or Lots until paid in full. 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. The Board may on behalf of the Corporation institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any Court of competent jurisdiction. The owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charges at the time legal action is instituted be obligated to pay any expenses or costs, including attorney fees, incurred by the Corporation in collecting the same. In addition, such charge or assessment shall bear interest at the rate of two (2) points above the then going prime rate as charged by the largest national bank operating in Indianapolis, Indiana, from the date due until the date it is paid in full. Such charge or lien shall exist as of June 1, 1979, or earlier as herein provided.

Every owner and any person who may acquire an interest in any Lot, whether an Owner or otherwise, is hereby notified and by the acquisition of such interest agrees that any such lien which may exist upon the Lot at the time of the acquisition of such interest is a valid lien and shall be paid unless otherwise provided by law. Every person who shall become the Owner of a Lot is hereby notified that by the act of acquiring or making such purchase or acquiring title, such person, unless relieved of such obligation by law, shall be conclusively held to have covenanted to pay the Corporation all charges that the Corporation shall make, which charges shall be made pursuant to this paragraph 5 of this Declaration of Covenants and Restrictions, the Articles of Incorporation and By-Laws of the Corporation. Notwithstanding

anything contained in this paragraph 5 or elsewhere, any sale or transfer of a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve the Lot from liability for any assessment thereafter becoming due or from the lien thereof.

6. Covenants and Restrictions. The covenants and restrictions contained in this Declaration of Covenants and Restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, Declarants and the Commission, and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Corporation, Declarants or the Commission. These covenants and restrictions shall run with the land and be binding upon all parties and all persons claiming under them until May 1, 1998, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who are the Owners of a majority of the Lots, provided, however, in the event the common properties are no longer functioning for such purpose or ownership of the common properties is taken over by a governmental agency or other viable entity, the covenants and restrictions contained herein shall terminate. The present or future Owners, the Corporation or Declarants shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants or restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him on the occurrence, recurrence or continuation of such violation of these covenants and restrictions.

7. Acceptance and Ratification. All present and future Owners, mortgagees, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration of Covenants and Restrictions. The acceptance of the Deed of Coveyance or the execution of a Contract for the Purchase or the act of occupancy of any Lot shall constitute an agreement that

the provisions of this Declaration of Covenants and Restrictions and agreements contained herein, including but not limited to, the obligation to pay any regular or special assessment are accepted and ratified by such Owner, tenant or occupant, and such Owner, tenant or occupant acknowledges the rights and powers of the Declarants and the Corporation with respect to this Declaration of Covenants and Restrictions, and agrees to keep, observe, comply with and perform all of the covenants, restrictions and agreements contained herein.

8. Negligence. Each Owner shall be liable for the expenses of any maintenance, repair or replacement to any of the common properties 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.

9. Right of Board of Directors To Adopt Rules and Regulations.

The Board of Directors, in accordance with the provisions of the Articles and By-Laws of the Corporation, may promulgate such additional rules and regulations regarding the operation, repair and maintenance of the common properties as it may deem necessary from time to time, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Such rules as are adopted may be amended by a vote of a majority of the Board and the Board shall cause such amendment to be delivered or mailed to all Owners.

10. Costs and Attorney's Fees. In any proceeding arising because of failure of any Owner to make any payment required or to comply with the provisions of this Declaration of Covenants and Restrictions, or the rules and regulations adopted pursuant thereto as each may be deemed from time to time, the Corporation shall be entitled to recover its reasonable attorney's fees incurred in connection with such default or failure.

11. Waiver. No Owner may exempt himself from liability for his contribution toward the expenses of the Corporation and payment of his pro-rata share of such by abandonment of his Lot or for any other reason.

12. Notice of Unpaid Assessments. The Corporation shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting for the amount of unpaid regular or special assessment against the Lot, which statement shall be binding upon the Corporation, 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 in excess of the amount set forth in such statement.

13. No person will be permitted to operate a boat on the "Lake" with any kind of motor attached thereto, except an electric motor, to avoid pollution of the lake.

14. Severability Clause. The invalidity of any covenant, restriction, limitation or other provisions of this Declaration of Covenants and Restrictions shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Covenants and Restrictions.

15. Amendment of Declaration. Except as otherwise provided in this Declaration amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Corporation or by the Owners of at least a majority of the Lots.

(b) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) of the Owners of the Lots entitled to vote, and approved by the Commission. No amendment to this Declaration shall be adopted which would change the uniform voting rights or uniform assessment of all Owners or the obligation of the Owners for payment to the Corporation of funds necessary to repair, maintain and operate the common properties as required by application of law.

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

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed on the day, month and year first written above.

RAL DEVELOPMENT CORPORATION

By: Richard A. Lewis  
Richard A. Lewis, President

By: Carol Lewis  
Carol Lewis, Secretary

STATE OF INDIANA       )  
                                  )  
COUNTY OF HENDRICKS   )

SS:

BOOK 76 PAGE 286

Before me, a Notary Public, in and for said County and State, personally appeared Richard A. Lewis and Carol Lewis, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions concerning the Lake and Dam in Westerville Estates for and on their behalf.

WITNESS my hand and Notarial Seal this 12 day of May, 1978.

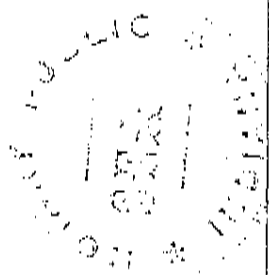
Betty J. Hubbard  
Notary Public

My Commission Expires:

12-30-80

County Of Residence:

Hendricks Co.



This instrument was prepared by; E. Alonzo Deckard, 106 North Washington Street, Danville, Indiana 46122.