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COVENANTS 35.00

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**RESTRICTIVE COVENANTS**  
**OF**  
**WEST WOOD ESTATES**

PC7/18/11

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

1. Definitions.

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

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

C. "Developer" shall mean M & S Commercial Property, LLC, William E. Sodrel, Member, and William M. Mason, Member, or their assigns.

D. "Plat" or "Plats" shall mean the subdivision plat or plats for West Wood Estates, a subdivision in Liberty Township, Hendricks County, Indiana.

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

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

G. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements", and "Landscaping Easements" which are referenced on the Plat.

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

35-  
12x2

I. "Association" shall mean the West Wood Estates Property Owners Association as created by the Developer.

J. "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than Lots, but excluding the Restricted Area as identified on the plat. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
  2. for the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
  3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
2. Zoning. The Development is zoned "E" pursuant to the Estate Subdivision Designation of the Hendricks County Zoning Ordinance. In addition to the conditions and restrictions set forth herein, the Estate development standards, which may be amended by the Hendricks County Commissioners from time to time, are required to be met; however, the stricter rule shall apply whether said stricter rule be contained within these conditions and restrictions or within the Hendricks County Zoning Ordinance for Estate Subdivisions as of the recorded date hereof.
3. Plat Designated Restrictions, Assessments and Maintenance Terms. Contained within the recorded Plat are certain restrictions and assessments and terms for the maintenance for West Wood Court and Wood Circle which shall be adhered to by the owners of all Lots.
4. Land Use. Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.
5. Dwelling size. Except for the existing residence located on Lot 2, no dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed two (2) stories in height. Dwellings on all lots shall have private attached garages for no less than three (3) cars. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 2500 square feet. The total floor area of any two-story dwelling, excluding garages and one-story porches, deck and patios shall not be less than 4000 square feet. A residence with a "bonus room" on a second level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences. All dwellings must be erected in accordance with the building set back lines as designated on the plat.
6. Building Lines. Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained.

7. Temporary Structures. No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding, or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot except within a garage.

8. Businesses. No structure or any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

9. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 8/12. All dwellings shall have 100% brick, stone and/or dryvet or the equivalent on the ground floor level; except a custom built split log house as approved by the Committee. No vinyl or aluminum siding shall be allowed on the remainder.

10. Association and Assessments. Covenants for maintenance assessments through West Wood Estates Property Owners Association.

A. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Restricted Area identified on the Plat is not subject to assessments.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

C. Basis and Amount of Annual Assessments. The original assessment shall be in the amount of Five Hundred dollars (\$500.00) per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the West Wood Estates Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of West Wood Estates Property Owners Association. In no event

shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

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

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

G. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section U hereof shall be fixed in the Resolution authorizing such assessment.

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

I. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

J. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall, thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed 10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee action.

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

L. Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

M. Voting, Board and Developer. Each owner of a Lot shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, William E. Sodrel and William M. Mason, which Initial Board shall serve until the sale of all lots in the Development.

11. Animals. No animals or poultry shall be raised, bred or kept upon any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Further, no Owner shall have more than two (2) dogs and two (2) cats on any Lot.

12. Construction and Repair Time. A dwelling on each Lot shall be commenced, under a properly issued building permit. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date of issuance of the building permit. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

13. Utility Building and/or Barn. No storage or utility buildings, barns or other outbuildings are permitted without approval of the Committee.
14. Signs. The only signs permitted to be erected or displayed by lot Owners on their respective lots are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the Owner no more frequently than two days twice each year, a single sign placed by an Owner to advertise the property for sale or rent or to prohibit hunting, trapping, or fishing.
15. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall comply with the laws, rules and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. Tanks shall be located within a garage or house such that they are completely concealed from public view.
16. Hunting. Hunting is prohibited in this subdivision for all persons.
17. Fences. No fences allowed except as approved by Committee.
18. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
19. Vehicles and Parking. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than forty-eight (48) hours.  
Recreational vehicles such as ATVs, 4-wheelers and/or motorized bikes shall not be permitted to be operated on any Lot.
20. Landscaping. The landscaping design shall be submitted with the Building Plan to be approved by the Committee. Initial landscape must be completed within six (6) months after completion of dwelling and must include at least three trees.
21. Maintenance of Lots and Improvements. Each Lot Owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from the Street, except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All Lots, whether improved or not, shall be mowed by the Owner of a Lot, other than Developer, a minimum of once per

month during the months of April through October. Until a permanent structure is complete, a Lot must be mowed by the Owner of such lot not less than twice per year. In the event the Owner fails to meet this provision, then the Developer shall make the necessary arrangements for compliance; the Developer may file a lien upon the respective Lot for the expense of such compliance and for costs associated with the lien; any action to foreclose the lien shall include attorney fees and the costs thereof.

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

23. Basements. Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

24. Driveways. Residential driveways shall be constructed of asphalt or concrete.

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

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

27. Exterior Antennas and Satellite Dishes. No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development unless located behind residences and then only if approved beforehand in each instance by the Committee as to location and design. However, inside attic antennas and cable service are acceptable without Committee approval.

28. Ponds. The placement of a pond on any Lot requires approval of the Committee and shall not interfere with the drainage of the development or any lot therein. Furthermore, all governmental permits (Hendricks County Drainage Board, Indiana Department of Natural Resources, etc.) must be obtained.

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

30. Mailboxes. A uniform mailbox is required and shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

31. Tennis Courts Racquetball Courts, Paddle Ball Courts, etc. Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.
32. Retaining Walls. Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.
33. Play Equipment. Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.
34. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.
35. Garbage and Other Refuse. No Owners of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 35, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.
36. Trash Receptacles. Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.
37. Gardens. Gardens shall not be permitted within the front yard.
38. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.
39. Rules Governing Building and Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with



the Association (i.e., each Owner will still have one vote for each Lot owned.)

40. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of West Wood Estates.

41. Street Address. The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee requires the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

42. Builders. Construction of dwellings within the Development are limited to those builders approved by the Committee.

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

44. Improvement Location Permit. In addition to the approval of the Committee prior to construction of a dwelling, lot Owners must obtain an Improvement Location Permit from the Hendricks County Plan Commission before any structure, improvement, or land use may be altered, changed, place, erected, or located in the Development.

45. Enforcement. Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. <sup>(B)</sup>

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the Owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonable long period of time, the

committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

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

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

IN WITNESS WHEREOF, the said party as developers of the above described subdivision has hereunto set its hand and seal this 24 day of August, 2007.

M & S. Commercial Property, LLC

By:



William E. Sodrel, Member



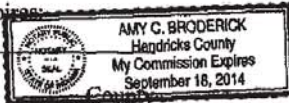
CHICAGO TITLE

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, personally appeared William E. Sodrel, Member of M & S Commercial Property, LLC, who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 24 day of August, 2007.

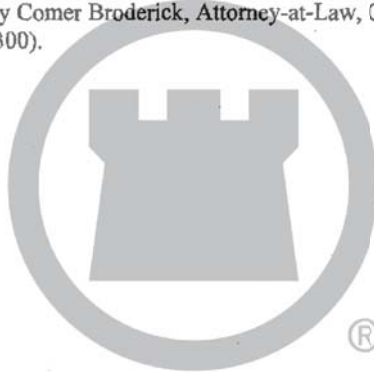
My Commission Expires:



*Amy C. Broderick*  
\_\_\_\_\_  
Notary Public - Signature  
\_\_\_\_\_  
Notary Public - Printed Name

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, Amy Comer Broderick.

This instrument was prepared by Amy Comer Broderick, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122, (317-745-4300).



CHICAGO TITLE

EXHIBIT "A"

WEST WOOD ESTATES

LAND DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN IN LIBERTY TOWNSHIP, HENDRICKS COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID QUARTER 1050.69 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 03 SECONDS EAST 1199.82 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST 1060.82 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER; THENCE NORTH 00 DEGREES 20 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE 1183.28 FEET TO THE POINT OF BEGINNING. CONTAINING 28.878 ACRES, MORE OR LESS.



CHICAGO TITLE