

AMENDED

PROTECTIVE RESTRICTIONS, COVENANTS

LIMITATIONS AND EASEMENTS

WESTLAWN ADDITION

All of the lots in said Addition shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations, and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said Addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Addition; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Addition, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Westlawn Civic Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Westlawn and its various Sections.

Section 3. "Common Area:" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including parks, play lots, play modules and picnic areas. In addition, the sewers and roads and easements shall be considered part of the "common area".

Section 4. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance.

Section 5. "By-Laws" shall mean the By-Laws adopted by Westlawn Civic Association, Inc., and all amendments thereto.

ARTICLE II
PROVISION FOR AND
ORGANIZATION OF
WESTLAWN CIVIC ASSOCIATION

All owners of lots in any section of Westlawn Addition shall be members, for a period of such ownership, of a not-for-profit corporation known as Westlawn Civic Association, Inc.

Section 1. ITS PURPOSES AND FUNCTIONS shall be the improvement, maintenance and development of the neighborhood area encompassed by this Association and the solution of community problems in Allen County through collaboration with other individuals and groups. It shall function as a non-partisan, non-sectarian and non-profit organization to promote social welfare and neighborliness among its members.

Section 2. MEMBERSHIP & VOTING RIGHTS - Any person within the area encompassed by this Association and all freeholders therein, shall be members of this Association.

VOTING - Members of the Association residing within the boundaries of this Association, who are 18 years of age or older, shall have the right to vote at regular and special meetings of the Association. Freeholder members residing outside the boundaries of this Association are entitled to one vote per family, regardless of the amount of property owned. Residents also, are entitled to one vote per family. If the vote takes place 60 days after the annual dues assessment, any member not paid shall be ineligible to vote.

Section 3. THE BOARD OF DIRECTORS shall consist of not less than nine (9) members nor more than fifteen (15) members, who are paid members and in good standing of the Association. Three Directors shall be elected from each district of the community provided at least six (6) voting members of the Association reside or are freeholders in the district. Members of the Board of Directors shall be elected by and from the members of the Association as follows: at the first annual meeting following the adoption of this constitution; 1/3 of the members shall be elected for a term of three (3) years, 1/3 shall be elected for a term of two (2) and 1/3 for the ensuing year. At subsequent annual elections, 1/3 of the members shall be elected, one (1) from each district to serve for three (3) consecutive years. When a district becomes eligible for representation on the Board, three (3) directors from said district shall be elected, as above, at the next annual meeting. In addition, two (2) members at large, appointed by the Board may be chosen at any time in the calendar year and shall serve throughout the remainder of the calendar year.

In the event a vacancy shall occur on the Board of Directors prior to the annual meeting, the members of the Board shall fill the position so vacated by appointment of a member from the vacated district who shall serve on the Board for the balance of the unexpired term.

Any member of the Board of Directors, who shall absent himself from three (3) consecutive meetings thereof, unless he shall present satisfactory excuses, shall be deemed to have resigned as a member of the Board of Directors, and shall cease to be a member thereof. He may, however, be reinstated by a majority

vote of the Board.

The Board of Directors shall not incur any debt or liability exceeding the net assets of the Association.

Section 4. THE OFFICERS shall consist of a President, Vice-President, Secretary, and Treasurer, with the usual privileges and duties pertaining to such offices. All but the Treasurer shall be elected by and from the members of the Board of Directors, immediately following the election of the Board of Directors at the annual meeting in January of each year. Officers, so elected, shall serve in office until the next annual meeting of the Board following their election to office and/or until their successors are chosen.

The Treasurer shall be appointed by the Board of Directors each year if not already an elected member of the Board. If appointed, he shall be accorded the privilege of voice without in all meetings. He shall be bonded for an amount not less than \$5000.

Any officer who does not perform the duties normally associated with his office, shall be subject to recall by the Board, at which time a successor shall be elected by the Board. All officers shall be requested to give at least one (1) month notice to the Board in the event of his or her resignation. All officers must be 21 years of age or older.

Section 5. THE GOVERNING POWERS of this Association shall be vested in the members of the Board. All standing committee chairmen shall be appointed by the President subject to the approval of the Board, but a committee shall have no power to act without specific authority of the Board. Board shall act under the authority of these covenants and the Association By-Laws.

Section 6. MEETINGS - of the membership shall be held at such times as may be directed by the By-Laws. Special meetings of the Association may be called at any time by the President. Special meetings must be called by the President (or, in his absence, by the Vice-President or Secretary) upon request, written request of a majority of the Board of Directors, or upon the written request of not less than ten (10) members of the Association. Ten days notice of any special meeting must be given to the members of the Association, and the notice must state the object of the meeting. Said special meetings may be called for good reason with less than ten days' notice if so recommended in the written requests are approved by the President (or his alternate).

Section 6A. THE ANNUAL MEETING of the Association for the election of the Board of Directors shall be held in January of each year. Regular meetings of the Board of Directors shall also be held monthly. The Board of Directors may provide, by resolution, time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 6B. QUORUM - A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Twenty (20) members shall constitute a quorum for the transaction of business at any regular or special meeting of the Association.

Section 6C. ROBERT'S RULES OF ORDER shall prevail in all meetings of the Association. The President shall appoint a Sergeant-AT-Arms for all membership, social and business meetings.

Section 7. BOOKS AND RECORDS - The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and the Board of Directors and shall keep at the registered or principal office, a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

Such books and records shall be audited at least once a year by an auditing committee of the Association other than the Secretary or Treasurer. Under the incorporation of this Association, the Secretary and/or Treasurer shall be designated as the Agent. The principal address of the Association shall be a Post Office Box at the postal substation located closest to the Addition, as specified in the By-Laws.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The Assessment levied by the Association shall be used exclusively to promote the protection, health, and welfare of the residents in Westlawn and for the improvement and maintenance of the Common Areas and of the facilities thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the adoption of these covenants, the maximum annual assessment shall be Fifty Dollars (\$50.00) per lot, or group of lots with common ownership, ie. single property owner. AMENDED November ,2000, effective January 2001 the annual assessment shall be \$75.00

(a) From and after January 1 of the year immediately following the adoption of these covenants, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following, the maximum annual assessment may be increased above 5% by the vote or written assent of 51% of members.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 67% of members.

Section 4a. Special Assessments for Covenant Enforcement.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 67% of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting. (After the fact proxy).

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or group of lots with common ownership and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of January. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-payment of Assessments. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring any action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot. In addition, voting privileges shall be suspended.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sales or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exceptions to Payment of Assessment. A property owner may submit a request to the Board of Directors to be considered a hardship case, with reasonable proof there of. The Board by 2/3 vote may waive the assessment for the current year only.

ARTICLE IV

GENERAL PROVISIONS

Section 1. USE. All lots in the subdivision shall be used for single family residential purposes only, except for lots 217, 218, and 219 in Section "D". No more than 1 dwelling shall be erected on any lot.

Lots numbered 217, 218 and 219 in Section "D" may be used for such commercial purposes as are permitted by the Allen County Zoning Ordinance or for residential purposes. If used for residential purposes, such lot shall be subject to all restrictions and limitations set forth herein, as subsequently ammended. If used for commercial purposes, such lot shall be exempt from the effects of the restrictions and limitations set forth herein in Paragraphs 1, 2, 4 except that any building shall be set back at least sixty (60) feet from Hadley Road and sixty (60) feet from Illinois Road, and 9 except that any sign erected or displayed to public view shall be subject to prior approval of the Architectural Control Committee.

Section 2. BUILDINGS. No dwelling with less than 1,000 square feet of ground floor area, exclusive of open porches, breezeways, garages and carports, shall be erected or placed on any lot. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principle ingredients shall be used in the exterior construction of any building on any lot in said subdivision; and no roll roofing of any description or character shall be used on the roof of any dwelling house or garage on any lot. The construction of any structure shall be completed within six (6) months of the date construction is started.

Section 3. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee, such committee to be composed of three (3) members appointed by the Board of Directors of Westlawn Civic Association. Inc., one (1) of which must be a member of the Board of Directors. In the event said Architectural Control Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this

Article will be deemed to have been fully complied with.

Outbuildings will be permitted with the following provisions:

a. There will be only one (1) outbuilding per dwelling, not exceeding 185 square feet, located at the rear of the dwelling. "Rear" shall be defined as the far side from the street which the longest dimension of the house faces.

b. The outbuilding may be placed on a concrete slab of sufficient strength to prevent sagging or leaning out of plumb. Wood used for footings resting on the concrete must be treated to prevent rotting. The sills must be bolted to the concrete slab to prevent wind damage. An outbuilding may be constructed with a wood floor provided the following guidelines are followed. The outbuilding must be constructed on 4" X 4" pressure treated runners. 2 runners must be used in outbuildings 8 feet wide, and 3 on outbuildings 10 and 12 feet wide. The floor joist must be spaced 12" on center. 2" X 4" material can be used in outbuildings 8 and 10 feet wide, while outbuildings 12 feet wide must use 2" X 6" material for floor joist. The outbuilding must be set on a gravel bed of at least 3" in thickness, to allow proper water drainage underneath the outbuilding, so as to obtain the maximum life of the pressure treated runners.

c. The outbuilding's components may consist of sheet metal, wood, or wood products for siding which are designed explicitly for this purpose, and the roof may be sheet metal, fiberglass, or tar shingles with slate coatings common to the building industry for this purpose. Tar paper, roll roofing, common plywood, ordinary flat sheet metal, rough planks, wood scraps or any material not compatible with the dwelling structure will not be accepted. Examples of acceptable structures are those which are furnished by lumber yards or department stores in kit form or structures made by craftsmen with a design which compliments the dwelling. All outbuildings must be painted or stained either the same color as the dwelling or a shade which is compatible thereto.

d. The outbuilding must be equipped with a door, preferably with a latch, to prevent entry of children, rodents, or animals when it is untended. Windows, if any, must be maintained in a closed state.

e. No outbuilding shall be permitted to remain standing if it becomes rusty, rotted, or badly dented, or if it leans out of plumb, or if any part of its sides, roof, doors, or windows are missing.

Section 4. BUILDING LINES. All buildings shall be situated at least sixty (60) feet behind the front lot line and at least ten (10) feet from the rear and side lot lines.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character shall be used in any way as a permanent residence. For the purpose of this paragraph, a "temporary structure" includes, but is not limited to, any house trailer, motor home, camper, tent, basement, shack, garage, etc.

Section 6. SEWAGE DISPOSAL SYSTEMS. Individual sewage disposal systems shall conform to the standards prescribed by the Allen County Board of Health.

Section 7. FUEL STORAGE TANKS. All storage tanks for fuel shall be placed underground or inside a dwelling or garage.

Section 8. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for household pets. There shall be no more than two (2) dogs, cats, or other such household pets maintained or housed on any one dwelling site. Such animals shall be permitted insofar as they are not kept, bred, or maintained for commercial purposes. All pets shall be restricted to their owner's property except when a leash and accompanied by a responsible individual.

Section 9. SIGNS. Only signs which advertise the sale and/or rent of property may be placed on any lot to be displayed to the public view. Any other sign which is displayed is done so in violation of this covenant.

Section 10. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any action be taken or not taken which may become a common nuisance or annoyance to the neighborhood.

Section 11. GARBAGE AND REFUSE DISPOSAL. No unused building material, junk, or rubbish shall be left exposed on any lot, except during periods of building construction. Trash, garbage, or other waste shall not be kept except in closed, sanitary containers located inside or at the rear of the dwelling or garage. No worn out, discarded, or unlicensed motor vehicles, machinery, or other vehicles, or parts thereof shall be stored on any lot.

Section 12. TREE REMOVAL. No trees, sod, earth, sand, gravel, or stone shall be removed from or added to any lot or structure so as to detract in any way from the value or appearance of the lot or dwelling.

Section 13. EASEMENTS. Easements as shown on the recorded plat for the installation, repair, and maintenance of public utilities, and for drainage facilities, are hereby reserved and dedicated for public use. A strip of land five (5) feet in width running parallel to both side borders of every lot is also hereby reserved for the aforementioned purposes. All easements shall be left free from all permanent structures and the removal of any obstructions by the utility companies shall in no way obligate the utility company in damages, or to restore the obstruction to its original form. All obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility company to install, repair, maintain, or replace its utility installation.

Section 14. PRE-INHABITATION. Before any house or building on any lot or tract in the subdivision shall be used or occupied as a dwelling, or as otherwise provided by the subdivision restrictions above, the user or occupier shall first obtain from the Zoning Administrator the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, Westlawn

Civic Association, Inc., or by an aggrieved lot owner in the subdivision.

Section 15. TERM. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless, prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 66 per cent of the lots in said Addition at the time the alterations or amendments are made; subject, however, to such approvals of governmental authorities as may be required by law at any time. The term owners, as used in this paragraph, shall be a person, firm or corporation in whose name or names the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.

Section 16. ENFORCEABILITY. Westlawn Civic Association, Inc. or any owner of a lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Section 18. EFFECTIVE DATE OF THIS AMENDMENT. It is the intention of the undersigned that these Amended Protective Restrictions, Covenants, Limitations and Easements shall become effective on March 1st, 1991, ratified according to the existing Covenants by two-thirds of the fee simple title holders in Westlawn Addition; and that this amendment shall replace in their entirety all existing restrictions, covenants and limitations which are hereby repealed, rescinded, and canceled effective March 1st, 1991; which restrictions are of record in Plat Record 22, page 8 (re-recorded in Plat Record 28, page 149) and in Plat Record 23, pages 40-42 & 119.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ___19th_____ day of __February__, 1991.

Ratification Signature Summary

Page#	Lot #'s	#Lots	Votes For	Votes Against	Abstain	No Contact	Witness
1	1- 32	24	23				KB
2	33- 61	25	16			9	DW
3	62- 90	25	14	1	2	8	JD
4	91-114	24	20	1		3	JC
5	115-159	24	22	2			FS
6	160-199	25	19	2	4		TF
7	200-229	25	13			12	JL/HC
8	230-260	15	11	1		3	AM
Total		187	138=73.8%	8	6	35	

This document prepared by the Board of Directors, Westlawn Civic Association, Inc., Thomas A Furney, President; reviewed for legality by Richard Thonert, Attorney-at-Law.

WESTLAWN CIVIC ASSOCIATION BY-LAWS

By-laws are provided herein to supplement the Covenants of Westlawn Addition, as provided for in the Covenants. The purpose of the By-laws is to provide additional guidelines which may be changed without formal amendment to the Addition Covenants.

1. STANDING COMMITTEES of not less than three(3) members each may be appointed as follows: Membership & Welcoming, Sewers & Roads, Youth & Social, Park & Sign, Legal, Watchdog, Security, Newsletter, Architectural & Restrictions. A member of the Board of Directors shall be the chairperson of any standing committee. Members of each committee shall be appointed by the respective committee chairperson.

2. MEETINGS - Although the Annual meeting is designated by the Covenants to take place in January, due to the general inclemency of the weather and the difficulty in achieving a quorum attendance in January, these by-laws hereby designate the month of May for holding the Annual meeting on the second Tuesday in May unless there are five Tuesdays then it will be held on the third Tuesday. Officer's terms and committee membership shall run consecutively with the dates of the Annual meeting.

Board meetings will be held monthly September thru June, normally the second Tuesday of the month, except in five Tuesday months, then it will be on the third Tuesday

3. HONORARY MEMBERS - The County Councilmanic Representative and the District Commissioner from the area encompassing this Association shall become non-voting Honorary Members of this Association and shall be informed of such in writing by the Secretary. Other honorary members shall be left to the discretion of the Board.

4. BOOKS AND RECORDS - Per the covenants, the Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and the Board of Directors and shall keep at the registered or principal office, a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time. Such books and records shall be audited at least once a year by an auditing committee of the Association other than the Secretary or Treasurer. Under the incorporation of this Association, the Secretary and/or Treasurer shall be designated as the Agent. The principal address of the Association shall be a Post Office Box at the Time Corner postal substation located at Copy Solutions West Jefferson Store Fort Wayne, In 46804.

5. THE AREA ENCOMPASSED by this Association shall comprise the Westlawn Addition. Reference is made to attached plat. BOUNDED ON THE NORTH BY: N.P.R.R. BOUNDED ON THE EAST BY: BY-PASS 69 BOUNDED ON THE SOUTH BY: ILLINOIS ROAD BOUNDED ON THE WEST BY: HADLEY ROAD & HOMES WEST SIDE THEREOF. Lots on the West side of Hadley are platted as Edgemont Addition, and as such Westlawn Civic Association, Inc. has no binding jurisdiction or responsibility, other than, due to proximity, a willingness to provide as much covenant responsibility as possible.

6. DISTRICTS OF THE COMMUNITY for the purpose of election of members to the Board of Directors shall be divided as follows:

DISTRICT #1 All lots north and east of Nordale to Goodrich & Edgemont.

DISTRICT #2 Lots 57, 58, 95, 96, 97, 98, 99, 258, 259, 260, 261 along Goodrich. All lots south of Goodrich from lot #57 to the By-Pass 69. All lots east of Westlawn from By-Pass 69 to lot #38.

DISTRICT #3 All lots south of Goodrich from Hadley Road to lot #57. All lots west of Westlawn from By-Pass 69 to lot #38 and west of lots #37 and #57. All lots east of Hadley Road from Illinois Road to Goodrich.

DISTRICT #4 All lots south of Nordale from Hadley Road to Goodrich. All lots north of Goodrich from Hadley Road to Nordale and all lots west of Hadley Road from Goodrich to Nordale.

7. AMENDMENTS To these By-Laws may be made by a majority vote of the members present at any meeting of the membership of the Association, or by majority vote of the Board of Directors.

8. OFFICER & DIRECTOR COMPENSATION Given the time requirements to manage each of the officers and directors areas of responsibility, if any Board member attends a minimum of five (5) of the nine (9) scheduled Board meetings, they will be exempted from paying the following years Annual membership dues.

9. WESTLAWN PARK, Lot 187, in accordance with Indiana Code 6-1.1-11-16, is to be used for civic and charitable purposes, and Westlawn Civic Association, Inc., does authorize that this property and improvements located thereon to be used by the public for educational, literary, scientific, religious or charitable purposes. It is to be made available for the use of public groups or organizations for community projects and activities. The use of the facility would include the pavilion, tennis court, basketball court, baseball diamond, volleyball court and children's playground equipment. Fees will not be assessed to Westlawn Civic Association members. Fees assessed to non-members would cover the cost of opening the pavilion, setting up of tables and lighting, and subsequent closing. Parties making use of the facilities are to leave the premises clean, and maybe assessed additional charges if clean-up is required. The fees are not to be construed as rent of the property or its improvements.

.....Amended February 19, 1991
Amended February 14, 1995
Amended June 12, 2001
Ammended May 14, 2002