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CROSS REFERENCE - Declaration of Covenants, Conditions and Restriction for Weston Place recorded with the Recorder of Hamilton County, Indiana, on June 2, 1995, as Instrument Number 925-37313; Plat Covenants and Restrictions, Section One, A Part of the Park at Weston Place recorded with the Recorder of Hamilton County, Indiana, on June 2, 1995, as Instrument Number 925-37314; and, Plat Covenants and Restrictions, Section One, A Part of the Village at Weston Place recorded with the Recorder of Hamilton County, Indiana, on June 2, 1995, as Instrument Number 925-37315.

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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
WESTON PLACE**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Weston Place is made this 16th day of November, 1995, by the Estridge Development Company, Inc., an Indiana corporation (hereinafter, "Developer" or "Declarant");

WITNESSETH:

WHEREAS, on the 23rd day of May, 1995, the Developer executed the Declaration of Covenants, Conditions and Restrictions for Weston Place ("Declaration") and caused the Declaration to be recorded at the Office of the Recorder of Hamilton County, Indiana, on the 2nd day of June, 1995, as Instrument No. 95-37313; and

WHEREAS, on the 23rd day of May, 1995, the Developer executed the Plat Covenants and Restrictions for Section One, A Part of the Park at Weston Place ("Park Plat Covenants") and caused the Park Plat Covenants to be recorded at the Office of the Recorder of Hamilton County, Indiana, on the 2nd day of June, 1995, as Instrument No. 95-37314; and

WHEREAS, on the 23rd day of May, 1995, the Developer executed the Plat Covenants and Restrictions for Section One, A Part of the Village at Weston Place ("Village Plat Covenants") and caused the Village Plat Covenants to be recorded at the Office of the Recorder of Hamilton County, Indiana, on the 2nd day of June, 1995, as Instrument No. 95-37315; and

WHEREAS, the Developer is desirous of amending and supplementing the Declaration as herein set forth; and

WHEREAS, all capitalized set forth herein shall have the same meaning as specified and defined in the Declaration.

NOW, THEREFORE, the Developer hereby declares that the provisions of the Declaration notwithstanding, the Declaration is hereby amended and supplemented as follows:

1. Article I Definitions.

a. Section 1 of Article I of the Declaration shall be supplemented by adding the following definitions:

Adjacent Lot(s): Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 86, Lot 87, and Lot 88 in Section One, a Part of the Village at Weston Place.

Adjacent Lot Owner(s): Owner of Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 86, Lot 87, and/or Lot 88 in Section One, a Part of the Village at Weston Place.

2. Article IV Property Rights.

a. Section 4 of Article IV of the Declaration shall be supplemented by adding the following sentence:

Declarant, at Declarant's option, may erect a fence upon any Common Area during the Development Period.

3. Article IV Property Rights.

a. Article IV of the Declaration shall be supplemented by adding the following section:

Section 8. Adjacent Lot Owners' Right to Construct Fence and Fence Connections: If the Declarant erects a fence within any Common Area and said

fence borders the rear lot line of an Adjacent Lot, then that Adjacent Lot Owner may construct a fence, at that Adjacent Lot Owner's own risk, into and across the rear lot line of their Adjacent Lot and into the Common Area between the fence built by Declarant and the rear lot line of the Adjacent Lot. The Adjacent Lot Owner may also connect any fence they erect to any existing fence that Declarant has constructed within the Common Area which abuts the rear lot line of the Adjacent Lot. The Adjacent Lot Owner's fence must be approved by the Architectural Control Committee prior to construction and said fence shall not impede existing drainage. The Adjacent Lot Owner shall be responsible for the removal of any fences, or portions thereof, in the Common Area, if access to easements is required, as well as the costs associated thereto.

4. Article VII Owners' Maintenance.

a. Article VII of the Declaration shall be supplemented by adding the following section:

Section 2. Common Area Maintenance: The Adjacent Lot Owners shall be responsible for the maintenance of any part of that Common Area which is between the rear lot line of their Adjacent Lot, plus any area utilized by a Lot Owner under the dominant-servient easement rights as described in Article XVIII of this document, and the fence built by Declarant, including but not limited to existing drainage areas.

5. Article XVIII Easements

a. The Declaration shall be supplemented by adding the following Article:

Article XVIII Easements

Section 1. Easements. The Lots in The Village shall be conveyed with easements over the adjacent lot or subject to easements for the benefit of the benefit lot as more particularly described on the drawings attached hereto as Exhibit "A," Exhibit "B," Exhibit "C," and Exhibit "D." The following rules prescribe the terms, conditions and use of such easements, both by the owner of the easement (the dominant tenement) and the owner of the fee under the easement (the servient tenement.)

a. The dominant tenement shall have the right to use the easement for landscaping, fencing, as a general recreational and garden area. The dominant tenement shall have the obligation of maintaining the easement and for such purposes the dominant tenement and its agents shall have an easement of ingress and egress.

b. The dominant tenement shall not use the easement for any other use including permanent installation of any sort (except fencing).

c. The servient tenement shall have the right at all reasonable times to enter the easement area, including crossing over the dominant tenement for such entry, in order to perform work related to the usage of the servient tenement.

d. The servient tenement shall have the right to drainage over, across and upon the easement for water resulting from the normal usage of the servient tenement and the dominant tenement shall maintain the easement area in such manner as will not interfere with such drainage.

e. The dominant tenement shall not attach any object to a wall or building belonging to the servient tenement. The dominant tenement shall not place a fence or other obstruction within forty-two (42) inches parallel to a wall or building belonging to the servient tenement.

f. The dominant tenement, except as otherwise provided in this paragraph, shall have the exclusive use of the surface of the easement area subject to the rights of any other easement holders (utilities, sewers, etc.), if any, and subject to minor encroachments, if any, existing at the time of the creation of the easement including overhangs, eaves, etc., over the easement area which are part of the structure located on the servient tenement.

g. The Architectural Review Committee shall make all final determinations regarding the dominant-servient easements.

ESTRIDGE DEVELOPMENT COMPANY, INC.

By: Paul Rioux

Printed: Paul Rioux

Title: E.V.P.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared before me Paul Rioux the Executive VP of Estridge Development Company, Inc., who subscribed and swore to the statements hereinabove made.

WITNESS my hand and Notarial Seal this 16th day of November, 1995.

My Commission Expires:

Carol Waite
Notary Public

Residing in the County Of:

Printed Name



CAROL WAITE
MY COMMISSION EXPIRES: 11-11-98
COUNTY OF RESIDENCE: HAMILTON

This instrument prepared by:
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