

**AGREEMENT FOR WESTON PLACE
HOMEOWNERS ASSOCIATION, INC.**

This agreement made between the Weston Place Homeowners Association, Inc. and owners of Lot _____ in Weston Park is made this _____ day of _____, 2008 by the Board of Directors of the Weston Place Homeowners Association, Inc.

WITNESSETH:

NOW, THEREFORE, the Weston Place Homeowners Association, Inc. hereby declares the following:

1. Definitions:

Adjacent Lot(s): Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and, 162 in a Part of Weston Park

Adjacent Lot Owner(s): Owner of Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and, 162 in a Part of Weston Park.

2. Property Rights

a. **Adjacent Lot Owners' Right to Construct Fence and Fence**

Connections: If the Weston Place Homeowners Association, Inc. owns 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 the 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 belonging to the Weston Place Homeowners Association, Inc. 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 the Weston Place Homeowners Association, Inc. owns 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 and the Board of Directors of the Weston Place Homeowners Association, Inc. 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.

b. The Adjacent Lot Owner shall not use the Common Area for any purpose other than general recreational use. The Adjacent Lot Owner shall not attach any object to the Common Area fence either permanently or temporarily. Any damage caused by the Adjacent Lot Owner to the

Common Area fence, the cost to repair or replace shall be paid by the Adjacent Lot Owner.

3. Owner's Maintenance:

- a. **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 and the Common Area fence. The Adjacent Lot Owner shall maintain any fence which the Adjacent Lot Owner shall construct and will not cause any damage to, or cause to be damaged, the Common Area fence.

4. Easements:

- a. The Lots in The Park shall be conveyed with easements over the Adjacent Lot or subject to easements for the benefit of the Weston Place Homeowners Associations, Inc. The following rules prescribe the terms, conditions and use of such easements, both by the owner of the easement (The Weston Place Homeowners Association, Inc.) and the owner of the Adjacent Lot.

1) The Weston Place Homeowners Association, Inc. shall have right at all reasonable times to enter the easement area, including crossing over the Adjacent Lot owners property for such entry, in order to perform work related to the maintenance of the Common Area fence.

Weston Place Homeowners Association, Inc.

By: _____

Printed: _____

Title: _____

By Owner(s): _____

Printed: _____

Lot #: _____

Address: _____

City/State/Zip: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared before me, _____, the owner(s) of Lot #____ Weston Park _____ who subscribed and swore to the statements hereinabove made.

WITNESS my hand and Notarial Seal this _____ day of _____, 2008.

My Commission Expires:

Notary Public

Residing in the County Of:

Printed Name