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PLAT COVENANTS AND RESTRICTIONS

SECTION TWO

A PART OF WESTON RIDGE

~~9709733662~~

9709733662
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 08-15-1997 At 11:41 am.
DEC COV RES 18.00

CROSS REFERENCE: Plat of Weston Ridge, Section 2, recorded with the Recorder of Hamilton County, Indiana, on August 8, 1997 as instrument Number 9709732204

The undersigned, K-E Properties, LLC, (the "Developer"), is the owner of the real estate more particularly described in Exhibit "A" attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the Plat of Section Two, as hereafter recorded in the Office of the Recorder of Hamilton County, Indiana (the "Plat") and desires to subject the Real Estate to these Plat Covenants and Restrictions ("Plat Restrictions"). The subdivision created by the Plat shall be known and designated as Section Two, a part of Weston Ridge (the "Subdivision"). In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Weston Place dated the 23rd day of May, 1995, and recorded on the 2nd day of June, 1995, as Instrument No. 95-37313 in the Office of the Recorder of Hamilton County, Indiana; as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), as to the rights, powers, duties and obligations of Weston Place Homeowners Association, Inc., (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. There are areas of ground on the plat marked "Utility Easement" ("UE"), "Sewer Easement" ("SE"), and Drainage Easement ("DE"), either separately or in combination. The Utility Easement is hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easement is hereby created and reserved (i) for the use of the Developer during the "Development Period" (as such term is defined in the Declaration) for access to and repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, and (ii) for the use of the Association and the Hamilton County Drainage Board for access and maintenance, repair and replacement of such drainage system; provided however, that the owner of any lot in the Subdivision subject to the Drainage Easement shall be required to keep a portion of said Drainage Easement on his lot free from obstructions so that surface water drainage will be unimpeded. The delineation of the Utility Easement, Drainage Easement and Sewer Easement areas on the plat shall not be deemed a

Easement, Drainage Easement and Sewer Easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use and such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The Sewer Easement is hereby created and reserved (i) for the use of the Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a sanitary sewer system and (ii) for the use of the Association and any governmental agency for the installation and access to and maintenance, repair and replacement of such sewer system. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easement, Drainage Easement and Sewer Easement herein created and reserved.

2. There are areas of ground on the Plat marked "Landscape Maintenance Access Easements" ("L.M.A.E.") (sometimes "L.E."). The landscaping located within the easement shall be maintained by the Association and the Association shall have an easement of ingress and egress on or over such areas for the purpose of this maintenance obligation. The foregoing notwithstanding, the Association shall not have the obligation to maintain the landscape located within the landscape easements which are within the perimeter boundaries of a Lot. The landscaping and other improvements planted or installed by the Developer and/or the Association in the landscape areas may not be removed by an Owner and no fence shall be placed in such areas by an Owner, except as approved by the Architectural Committee or the Developer.

3. Building set-back lines are established on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said Lot.

4. Construction of Residences.

(a) Land Use. Lots may be used only for residential purposes and only one Residence not to exceed two and one-half stories or 25 feet in height measured from finish grade to the underside of the eave line may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Weston Ridge than the number of original Lots depicted on the Plats. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

(b) Size of Residence. Except as otherwise provided herein, no residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 2,000 square feet if a one-story structure, or 1,100 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 600 square feet in addition to the ground floor area and the total floor area shall not be less than 2,000 square feet.

(c) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(d) Building Standards. The members of the Architectural Review Board – Tim DeHaan and Ken Brasseur will approve all plans submitted before construction may begin. Vinyl and aluminum siding and aluminum porch columns are prohibited. In addition, within 500 feet of the right-of-way of Shelbourne Road, garages will be side-loaded, chimneys will be constructed of brick, the sides and rear elevations of the homes will be brick wrapped and no T-111 will be used.

5. All Lots shall be accessed from the interior streets of the Subdivision.

6. Violation of threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, and Association, any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

7. Until the end of the Development Period, Developer shall have the right to amend these covenants and restrictions without the approval of any person or entity.

8. These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivision have been sold by the Developer, any such amendments of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Hamilton County, Indiana.

9. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until 2016, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants shall terminate in their entirety; provided, however that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

10. Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as Owner of the Real Estate has hereunto caused its name to be submitted this 14th day of August, 1997

DEVELOPER:
K-E Properties, LLC

by: Paul F. Rioux
Paul F. Rioux, Chief Operating Officer

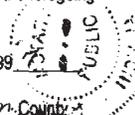
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a notary in and for said County and State, personally appeared Paul F. Rioux, the Chief Operating Officer of K-E Properties, LLC, and acknowledged the execution of the foregoing instrument as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 14th day of August, 1997

Jolene E. Burkhard
Notary Public, State of Indiana
Jolene E. Burkhard

Residing in Hamilton County
My Commission Expires June 3, 2001



This instrument prepared by: Platinum Properties, LLC, 9551 Delegates Row, Indianapolis, IN 46240.



EXHIBIT AWeston Ridge
Section Two

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 6, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section, said point also being the Southeast corner of Weston Ridge, Section One, recorded as Instrument #9626879, Plat Cabinet #1, Slide #685 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 36 minutes 50 seconds West (assumed bearing) along the South line of said Northeast Quarter Section and said Weston Ridge Section One 1314.32 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 36 minutes 50 seconds West along said South line 665.00 feet; thence North 00 degrees 15 minutes 51 seconds East 1325.57 feet; thence north 89 degrees 46 minutes 33 seconds East 549.05 feet; thence South 00 degrees 13 minutes 27 seconds East 385.00 feet to a point on the North line of Weston Ridge, Section One; the following 9 (Nine) courses are along the Northern and Western boundary of said Weston Ridge, Section One; (1) South 89 degrees 46 minutes 33 seconds West 219.33 feet; (2) South 09 degrees 28 minutes 52 seconds East 195.15 feet to a point on a curve concave southerly, the radius point of said curve being South 09 degrees 28 minutes 52 seconds East 200.00 feet from said point; (3) Easterly along said curve 18.19 feet to a point on said curve, the radius point of said curve being South 04 degrees 16 minutes 08 seconds East 200.00 feet from said point; (4) South 04 degrees 16 minutes 08 seconds East 170.52 feet; (5) North 71 degrees 40 minutes 48 seconds East 98.49 feet; (6) North 89 degrees 46 minutes 3 seconds East 100.00 feet; (7) south 80 degrees 04 minutes 51 seconds East 136.91 feet; (8) South 00 degrees 05 minutes 06 seconds West 103.22 feet; (9) South 07 degrees 30 minutes 22 seconds West 485.73 feet to the place of beginning, containing 17.393 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record