



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTMERE

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President as Owner of the within described real estate, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Westmere, a subdivision in the Town of Plainfield, Hendricks County, Indiana.

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the Zoning Ordinance of Town of Plainfield, Indiana.

Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions, for access to and installation, 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 nonexclusive use of the Association (as defined in the declaration), the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage

easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any 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 by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not 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 reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the development period, the Association shall succeed to the rights of the Developer.

Common Area:

There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the development period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and twelve (12) feet above the street 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 points forty (40) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-way line with the

edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Medians and Entry Walls:

There are landscaped medians and/or islands located within the subdivision within the public right-of-way of the streets. These landscaped areas shall be maintained by the Association and are not the responsibility of the Town of Plainfield, Indiana. There are entry walls located at the entry of the subdivision. These entry walls shall be maintained by the Association and are not the responsibility of the Town of Plainfield, Indiana.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision.

Mailboxes:

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans of a size not larger than may be parked within the garage) shall be regularly parking on or adjacent to a lot. Also, no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in this subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in this subdivision.

Modular Homes:

Modular homes shall not be permitted in this subdivision.

Street Access:

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to County Roads 900 East and 200 South.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if no action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Fencing:

No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) 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 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 or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Plainfield Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Plainfield Plan Commission; provided further that nothing herein shall be constructed to prevent the Plainfield Plan Commission from enforcing any provisions of the

Zoning Ordinance and Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Town Council.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this _____ day of _____,

The C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial Seal this _____ day of _____, _____.

NOTARY PUBLIC: _____

My Commission Expires: _____ My County of Residence: _____

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.

WESTMERE
COMMON INTEREST AND COMMUNITY INFORMATION DISCLOSURE

PURPOSE OF THIS DOCUMENT: The Common Interest and Community Information Disclosure document is provided to each home buyer at the time of contract to make you aware of a variety of information regarding the community. This document summarizes key information from the recorded plat covenants and the recorded declaration of covenants, conditions and restrictions. If there is any inconsistency between this document and these recorded documents, it is the recorded document that governs the subdivision.

PROJECT SUMMARY: Westmere has been platted as a subdivision in the Town of Plainfield, Washington Township, Hendricks County with 350 lots on approximately 98 acres in PD zoning.

ASSOCIATION & DECLARATION: Purchase of your home automatically includes you in the governing body of Westmere, legally known as the Westmere Homeowners' Association, Inc. (Association). This Association will, at some point in the future, own the common areas and maintain the ponds, amenity areas, and entryway. The Association will collect a service fee from all homeowners and disburse funds related to the maintenance and ownership of these areas. The Board of Directors of the Association will consist of 3 to 5 members. Your rights and remedies as a member of the Association are fully described in the Declaration, By-Laws, and Articles of Incorporation, a copy of which are available at the Sales Office. Any amendments will be forwarded to all homeowners at time of acceptance.

ARCHITECTURAL REVIEW: Any proposed exterior change or improvement to your home (except landscaping) must receive prior approval of the Architectural Control Committee of the Westmere Homeowners Association. The application for architectural approval is known as the "Request For Change Form" and is in the packet of information that you will receive at the closing.

EASEMENTS: Various easements exist within Westmere which have been granted to The Town of Plainfield and utility companies. These easements have been recorded and will be listed on your owner's title insurance commitment which you will receive at closing.

UTILITIES: The main water lines and fire hydrants are owned and maintained by the Plainfield Water Company. Electric service is provided by Cinergy PSI and natural gas is provided by Indiana Gas. All streets, except driveways, are planned to be dedicated to The Town of Plainfield. Likewise, the sewer lines and storm sewers, excluding laterals from each house to the main, are planned to be dedicated to The Town of Plainfield. These items also will be maintained by the City upon dedication.

STREET LIGHTS: There will be neighborhood street lights installed in Westmere. These will be maintained and paid for by the Westmere Homeowners Association.

ZONING OF ADJACENT PROPERTY: The property to the north and west is developed as single family homes on large lots. The property to the east is Adesa Auto Auction and is zoned for commercial/industrial use. The property to the south is currently agricultural use and is zoned for agricultural or residential use.

EXISTING TREES: C.P. Morgan Communities L.P. does not guarantee the number of trees that will exist on any lot after land development and house construction. Furthermore, C.P. Morgan Communities L.P. does not guarantee the continued life of any trees after said development and construction. Wooded areas will not be graded or seeded.

SIDEWALKS: Sidewalks will be constructed along both sides of the street throughout Westmere.

PARKING: Off-street parking is available in the driveways and garages of each home. The public streets are wide enough to permit parking also, subject to the control and ordinance of The Town of Plainfield.

COMMON AREAS: There are areas of ground designated on the plat as Common Areas. These areas will be dedicated to the Association for maintenance and repair of the common areas, amenity areas and ponds. The developer will not install fountains in the ponds. There are two playground areas in the development which will be built in conjunction with land development in Sections One and Two.

FENCING: All fencing is subject to the review and prior approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than 6 feet. No fencing shall extend forward of a point which is 10 feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl or vinyl coated chain link (black or brown finish). Review application forms are available at the Sales Office and are to be submitted prior to any improvements being completed

OUTBUILDINGS: No trailers, shacks, outhouses, detached storage or tool sheds of any kind shall be erected or situated on any lot in the community.

SIGNS: No sign shall be displayed in public view on any lot except real estate signs advertising the property for sale or rent.

ANTENNAS: No antennas shall be allowed to extend higher than five (5) feet above the roof line on the exterior of homes in the community.

SATELLITE DISHES: No satellite dishes shall be installed or permitted in the community except those with a diameter of 36 inches or less.

AWNINGS AND PATIO COVERS: No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the community.

SWIMMING POOLS: No above-ground swimming pools shall be permitted.

SOLAR HEAT PANELS: No solar heat panels shall be permitted on the roofs of any structures in the subdivision and any solar heat panels must be concealed from the view of neighboring lots and the streets.

MAINTENANCE: The owner of any lot shall at all times maintain his/her lot and his/her home so that it is attractive. This means grass and weeds shall be mowed, all debris removed, and anything else that would make the improvements appear unsightly. The developer has the right to perform certain maintenance as described in the plat covenants.

ANIMALS: Usual household pets are permitted but shall be kept reasonably confined so as not to become a nuisance.

VEHICLE PARKING: No campers, trailers, recreational vehicles, boats or disabled vehicles shall be parked on any street or lot in Westmere unless parked inside the garage.

DITCHES OR SWALES: Each homeowner who has any part of an open storm drainage ditch or swale on his lot has the responsibility to keep such continuously unobstructed and in good repair.

FIRE & POLICE PROTECTION: Fire protection and emergency service will be provided by the Plainfield Fire Department (839-6939). Police protection will be provided by the Plainfield Police Department (838-3562).

WASTE COLLECTION: Waste collection will be up to each homeowner to arrange with a private waste disposal company.

PUBLIC SCHOOLS: Based upon information provided to C.P. Morgan by Pike Township Schools, the following schools will serve Westmere:

Elementary: Pine Tree Elementary

Middle School: Avon Middle School

High School: Avon High School (opening new school in Fall 1999 at 7575 E County Road 150 South)

INSURANCE: Insurance coverage will be up to each homeowner.

FUTURE CONSTRUCTION: In order to meet changes in market demand, C.P. Morgan Communities L.P. reserves the right to change price range, size and design of future homes in the subdivision, subject to zoning restrictions. In addition, C.P. Morgan Communities L.P. may elect to sell lots to other builders subject to the Plat Covenants, Conditions and Restrictions.

ZONING STANDARDS OF WESTMERE: The following are current zoning standards for home sizes at Westmere.

Lots 1 through 15 and 38 through 199: One Story 1200 sf, Two story 1700 sf

Lots 16 through 37 and 200 through 266: One story 1800 sf, Two story 2100 sf

Lots 267 through 349: One story 1050, Two story 1200

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in this subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in this subdivision.

Modular Homes:

Modular homes shall not be permitted in this subdivision.

Street Access:

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to County Roads 900 East and 200 South.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if no action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Fencing:

No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) 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 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 or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Plainfield Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Plainfield Plan Commission; provided further that nothing herein shall be construed to prevent the Plainfield Plan Commission from enforcing any provisions of the

Zoning Ordinance and Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Town Council.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this _____ day of _____,

The C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial Seal this _____ day of _____, _____.

NOTARY PUBLIC: _____

My Commission Expires: _____ My County of Residence: _____

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.