

P.O.A. AGREEMENT, DECLARATIONS,  
AND RESTRICTIONS OF PROPERTY OWNERSHIP

2003 095591

THIS AGREEMENT MADE AND ENTERED INTO this 10<sup>th</sup> day of September, 2003, by and between WESTON RIDGE PROPERTY OWNERS ASSOCIATION, INC., an Indiana Not For Profit Corporation, hereinafter referred to as "THE P.O.A.", PEOPLES BANK SB not personally, but as Trustee under Trust No. 10314, dated December 12, 2001, hereinafter referred to as the "DECLARANT", and ST. JOHN WESTVIEW, LLC, hereinafter referred to as the "DEVELOPER";

W I T N E S S E T H:

WHEREAS, the Declarant is the fee owner of the following described real estate, to-wit:

Weston Ridge, Unit I an Addition to the Town of St. John, as recorded in plat book 94 page 9 in the Office of the Recorder of Lake County, Indiana.

WHEREAS, Developer has received primary and final approval for a subdivision known as Weston Ridge Unit I and the enhancement of various common areas on said real estate by virtue of approvals on December 4, 2002 and July 2, 2003 respectively, by the Town of St. John Plan Commission; and

WHEREAS, the P.O.A. will, by deed, from PEOPLES BANK SB, Trustee Under Trust No. 10314, obtain ownership of all common areas located in Weston Ridge Unit I; and

WHEREAS, Declarant intends to sell single family lots to ultimate purchasers for use as single family dwellings around common areas; and

WHEREAS, Declarant, the Developer, and the P.O.A. desire that the owners of Lots 8 through 32, Unit I, and all future lots or units within Weston Ridge Unit Two, Three, and Four, Weston Ridge

**FILED**  
SEP 11 2003  
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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Cottage Homes, and The Woods of Weston Ridge Units I and II, all inclusive, achieve membership in the P.O.A.; and

WHEREAS, the P.O.A., upon said lot owner's achieving membership in said P.O.A., desires each of said lot owners or unit owners to be entitled to all rights and privileges redounding to owners of all numbered lots or units in the entire Weston Ridge Subdivision as identified above, upon their respective recording; and

WHEREAS, the P.O.A. desires that certain restrictions be made applicable to each lot or unit identified above;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed as follows:

I. The P.O.A. hereby approves in principle the master development plan including outlots, common areas, detention basins and amenities located upon public right-of-ways for the Weston Ridge Subdivision, a copy of which is attached hereto, made a part hereof and marked as Exhibit "A".

II. The lot or unit purchaser from the Declarant herein who becomes a member of the P.O.A. shall be entitled to the rights and privileges as more fully set out in the following covenants, conditions, restrictions, easements and servitudes. Admission to membership in the P.O.A. shall be a condition precedent to becoming an owner of any lot or unit in the real estate as set forth hereinafter.

COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND SERVITUDES

Declarant and Developer herein adopt and establishes the following covenants, conditions, restrictions, easements and servitudes with respect to the real estate:

A. Ownership, Use and Enjoyment of Common Area and Recreational Amenities.

(1) An easement for the use and enjoyment of areas designated on the Subdivision plats as common areas (CA#), outlots, or amenities upon public rights-of-way within Units I, II, III and IV and adjacent to Olcott Avenue or between 108<sup>th</sup> Lane and 109<sup>th</sup> Avenue is reserved to the Developer, its successor, the P.O.A., its successors and assigns; to the persons who are, from time to time, members or associate members of the P.O.A. that is described in more detail in Paragraph B of these restrictions below; to the residents, tenants and occupants of the residential buildings, and all other kinds of residential structures that may be located adjacent thereto and to the invitees of all the aforementioned persons.

B. The Weston Ridge PROPERTY OWNERS ASSOCIATION, INC.

(1) In General. There has been created, under the laws of the State of Indiana, a not for profit corporation known as the WESTON RIDGE PROPERTY OWNERS ASSOCIATION, LLC, which is herein referred to as the "P.O.A." Every person who acquires title to Lots 8 through 32 of Unit I all inclusive within the real estate shall be a member of the P.O.A. The foregoing provisions requiring the owners of lots within the real estate to be members of the P.O.A. is not intended to apply to those persons who hold an interest in said lot merely as security for the performance of an obligation to pay money, e.g.

mortgagees, land contract vendors or pervious contract owners of the real estate, nor any contractor who holds such lot for the purpose of construction of a single family dwelling, provided however that the contractor's exception shall not extend beyond six months from the date he takes title to such lot. However, if such a person should realize upon his security and become the real owner of a lot within the real estate, he will then be subject to all requirements and limitations imposed in these restrictions upon owners of lots within the real estate and on members of the P.O.A., including those provisions with respect to the payment of an annual charge.

(2) Purposes of the P.O.A.

(a) The general purpose of the P.O.A. is that of providing a means whereby common areas, outlots, amenities, wetlands, drainage easements, entranceways, landscaping upon or adjacent to Olcott Avenue, upon or adjacent to and between 108<sup>th</sup> Lane and 109<sup>th</sup> Avenue, upon or adjacent to the turning circle at the intersection of 107<sup>th</sup> Avenue and Olcott Avenue and such other amenities within the common areas or outlets as may be developed by the developer or the P.O.A. may be operated, maintained, repaired and replaced by the P.O.A..

(b) An additional purpose of the P.O.A. is that of providing a means for the promulgation and enforcement of all regulations necessary to the governing of the use and

enjoyment of the areas identified in paragraph 2(a) above as may be conveyed to or created by the P.O.A.

(3) Power of the P.O.A. to Levy and Collect Charges and Impose Liens.

(a) The P.O.A. shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including but not limited to the power to levy, against every member of the P.O.A. the following sums:

(I) An initial fee, collectible at the time of closing, in the amount of One Hundred Dollars (\$100.00) for the purpose of initial maintenance costs, insurance, and other expenses associated with improvements upon the common areas.

(ii) A uniform annual charge of not less than Fifty Dollars (\$50.00) per lot or unit, within the real estate, or such greater amount per lot or unit within the real estate as may be determined by the Board of Directors of the P.O.A. after consideration of current maintenance needs, expenses and other future needs of the P.O.A., for the purposes set forth in its Articles of Incorporation.

(b) Provided, however, that no such charges identified in paragraph (a) above shall ever be made against, or be payable by, the Declarant or Developer by virtue of ownership of all or part of the real estate or the P.O.A. itself, until the transfer of more than ninety percent (90%) of the lots or units in any one addition has occurred. Provided, however, in the event Declarant or Developer thereafter become the legal

or equitable owner of a numbered lot or unit, it shall be obligated to pay the annual charge. Provided further, that in the event Declarant sells lots or units on contract and repossesses said units due to a default of the lot purchaser, Declarant shall be liable for the annual charge.

(b) Every such charge so made shall be paid annually by the member to the P.O.A. on or before March 31st of each year. The Board of Directors of the P.O.A. shall fix the amount of the annual charge per lot or unit at its annual meeting but not later than January 31<sup>st</sup> of each year, and written notice of the charge so fixed shall be sent to each member. In the event that such amount is not fixed in any one year, the charge for the preceding year shall apply.

©) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, compounded monthly; the P.O.A. may publish the name of the delinquent member in a list of delinquent members or by any other means of publication; and the P.O.A. may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys fees, which lien shall encumber the lot in respect of which the charge shall have been made, and which notice shall be filed in the office of the recorder of the county in which the lot so encumbered shall lie. Every



such lien may be foreclosed by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to remedy of lien foreclosure, the P.O.A. shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys fees in any court of competent jurisdiction as for a debt owed by the delinquent member or members of the P.O.A. Every person who shall become the owner of the title (legal or equitable) to a lot in the real estate by any means is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the P.O.A. all charges that the P.O.A. shall make pursuant to this subparagraph.

(d) The P.O.A. shall, upon demand at any time, furnish a certificate in writing signed by any officer of the P.O.A. certifying that the assessments on a lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge, not to exceed Twenty Five Dollars (\$25.00) may be made by the Board of Directors of the P.O.A. for the issuance of these certificates. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(4) Purpose of Assessments. The assessments levied by the P.O.A. shall be used exclusively for the purpose of P.O.A.

expenses, improvement and maintenance of the common areas and outlots, the outlots, wetlands, drainage easements and structures, detention basins, the entrance way, landscaping (upon or around the entrance way, landscaping along and adjacent to Olcott Avenue, the turning circle, all as deemed necessary by the P.O.A.

(5) Subordination of Lien for Charges. The lien for the charges provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or unit shall not affect such lien for charges.

(6) Suspension of Privileges of Membership. Notwithstanding each member's easement for use and enjoyment of the lake reserved in Paragraph F hereof, the Board of Directors of the P.O.A. shall have the right to suspend the voting rights, if any, of any member or associate member (a) for any period during which any P.O.A. charge, including the fines, if any, assessed under the following paragraph of the restrictions below, owed by the member or associate member remains unpaid; or (b) and during the period of any continued violation of the restrictive covenants for the project, after the existence of the violation shall have been declared by the Board of Directors of the P.O.A.

C. Provisions In Respect to Detention Basins and Lots Contiguous Thereto.

(1). In General. Some lots in Weston Ridge Unit IV (proposed) or the Woods of Weston Ridge may be declared to be contiguous to the wetland/detention complex that will be established within the boundaries of Unit IV or the Woods. The



water in and the surface of said complexes will be subject to an easement to the P.O.A., its successors and assigns. Such complex will be depicted on the recorded Plats of Subdivision, and the surface elevation of the complex, between the ground elevation or normal low water elevation and high water elevation, is subject to an easement for maintenance by the P.O.A., which easement shall extend only to the edge of the complex on which lots are contiguous, as said edge will be established on the date of recording. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to the land under said complex, the water therein, or its elevation, use or condition, and none of said lots shall have any riparian rights, littoral rights or incidents appurtenant; except as by easement to the P.O.A. and provided, further, that title shall not pass by reliction or submergence or changing water elevations. The Developer, its successors and assigns and the P.O.A. shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the edgeline of the complex to which the lot is contiguous may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date of recording and title shall pass with such dredging or other removal as by erosion.

(2) Reservation of Easement in P.O.A. for Operation of Detention Basins. The Developer and the P.O.A. reserves to itself, its successors and assigns, such an easement upon, across and through easements designated upon the Plat of Subdivision of Unit

IV or the Woods located upon said lots contiguous to the wetland/detention basins as is necessary in connection with operating and maintaining said wetland/detention basins. Without limiting the generality of the immediately preceding sentence, it is declared that neither the P.O.A. nor any successor or assign of the P.O.A. shall be liable for damages caused by ice, erosion, washing or other action of the water.

(3) Reservation of Right in P.O.A. to Change Water Elevations in Wetland/Detention Basin. The Developer and/or the P.O.A. reserves to itself and its successors and assigns, the right to raise and lower the water elevation of the wetland/detention basin, but neither the Developer, the P.O.A. nor any successor assigns of the P.O.A. shall have an easement to raise (by increasing the height of any dam, control device, or spillway, or otherwise, the high water elevation above the lowest finish grade elevation of any lot, outlot, or common area, contiguous to the wetland/detention basins.

(4) The use of internal combustion engines, (gasoline, natural gas, or diesel) electric motors, all terrain vehicles, snowmobiles, motorbikes, boats, flotation devices, rafts, or other watercraft is prohibited upon the surface of the complex except for purposes of maintenance.

E. Titles, Etc. The underlined titles preceding the various paragraphs and subparagraphs of the Restriction are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and

whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

F. Duration of the Restrictions. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1930, at which time said covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless changed in whole or in part by vote of those persons who then are the owners of three-fourth (3/4) of the total of the lots of this P.O.A.

G. Remedies. If any violation of any of the Restrictions shall occur or be threatened, the party to whose benefit the particular Restriction inures may proceed at law to recover damages for, or in equity to prevent the occurrence or continuation of, the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation. Provided, however, the Declarant herein shall have no liability with respect to these restrictions where the violation pertains to a lot which Declarant

has conveyed to a lot purchaser. In such an instance, recourse shall be against said lot purchaser. Provided further, no recourse against Declarant or Developer herein shall be available pursuant to this agreement in the following instances:

(1) After all of the lots have been conveyed to lot purchasers; or

(2) In the event Declarant herein assigns all of its right, title and interest to a successor or assignee.

In those instances, each of said lot purchasers or said successor assignee, as the case may be, shall be bound by the covenants of this agreement.

H. Severability. Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

I. Assessment Charge Incurred. Notwithstanding anything contained herein to the contrary, no assessments shall become due and payable on any individual lot until said lot shall have been conveyed to a purchaser.

J. Agreement Binding on Successors. Subject to the limitation on personal liability and remedies with respect to Declarant herein, all covenants and agreements made herein by the

P.O.A. shall be binding upon and inure to the benefit of the parties herein, their successors in interest and assigns and all parties claiming by, through or under each of said parties, including lot owners who purchase.

K. Additional Property

(1) Contemplated Annexation by Declarant. Developer or, any of its individual members, assignees, or purchasers, will develop Additional Property located immediately north, northeast, and east of Declarant's property and consisting of one hundred thirty five (135) acres more or less identified as Units II, III, IV, Weston Ridge Cottage Homes and the Woods of Weston Ridge Phase I and Phase II. It is the intention of the Developer, its heirs, successors and assigns to submit the Additional Property as it is developed, together with other improvements to be constructed thereon, and all drainage easements, detention basins, outlots, common areas, rights and appurtenances belonging thereto, to the provisions of this agreement, so that the same will become in all respects part of the development and this Declaration.

(2) Reservation of Option to Expand. Developer hereby expressly reserves the option at any time within a period of ten (10) years, commencing on the date this Declaration is filed for record, to take the action so contemplated in submitting all or any part of the Additional Property, together other improvements to be built thereon, and all drainage easements, to the provisions of this agreement, to that the same will become, in all respects, part of the P.O.A.



(3) Limitations on Developer's Option. There are no limitations on Developer's, its heirs, successors or assigns, option to annex or add the Additional Property to the agreement. The consent of the P.O.A. or any individual lot or unit owner, to annex or add such Additional Property is not required.

(4) Additional Property. Developer, in its absolute discretion, may annex or add all or any part of the Additional Property in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Developer as to the amount of the Additional Property to be added, the sequencing or order of such additions, nor as to the boundaries or size of such additions.

(5) Location and Type of Improvements. Unless otherwise specified in this Article, there are no limitations imposed on Developer as to the location of any improvements that may be made to any portion of the Additional Property, nor any restrictions as to the type and amount of improvements which must or may be made on the Additional Property by the Declarant, the Developer, its heirs, successors and assigns.

(6) Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the owner of all lots in the real estate and on behalf of all subsequent lots, hereby consents and approves, and each lot owner and his mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this paragraph, including without limiting the



generality of the foregoing, the amendment of this Declaration by Declarant or Developer, in and all such lot owners and their mortgagees, upon request of Declarant or Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

(7) Limited Common Areas and Facilities. Developer reserves the right to designate any portion of the Additional Property as Common Areas, Outlots, or common improvements for the use and enjoyment of the owners of the real estate designated herein and the future owners of the Additional Property.

(8) Power of Attorney, Coupled With an Interest. Each lot owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant or Developer his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, in the event that the Declarant or Developer exercises the rights reserved above, to add to the real estate additional property, to execute, acknowledge and record for and in the name of such lot owner, an amendment of this agreement for such purpose and for and in the name of such respective mortgagees, a consent to such amendment.

L. Amendments to Declaration, By-Laws, and Operating Agreement. This Declarant reserves the right to make any changes or modifications to the Declaration, the By-Laws, or Operating

Agreement, by instruments in writing an any time prior to the transfer of control of the Association as defined in Article II, Section 1(B) of the By-Laws of the Weston Ridge Property Owners Association, LLC. Thereafter, this Declaration, the By-Laws, or the Operating Agreement, may be changed, modified, or rescinded by instruments in writing setting forth such change, modification or rescission signed and acknowledged by the Board, upon the approval of seventy-five percent (75%) of the Owners. The Declarant's rights to make such amendments shall terminate upon the transfer of control of the P.O.A. as defined in Article II, Section 1(B) of the By-Laws of the Weston Ridge Property Owners Association, Inc. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Lake County, Indiana. No change, modification, or rescission of any provision of this Declaration affecting the Developer shall be effective as to the Developer unless the Developer consents thereto in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereunto on the day and year first above written.

"THE P.O.A."

"DECLARANT"

WESTON RIDGE PROPERTY  
ASSOCIATION, INC.

PEOPLES BANK SB AS TRUSTEE  
UNDER THE PROVISIONS OF A TRUST  
AGREEMENT DATED DECEMBER 12, 2001  
AND KNOWN AS TRUST NO. 10314

  
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STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared WESTON RIDGE PROPERTY OWNERS ASSOCIATION, INC., an Indiana Corporation, by Robert Johnson and Christy J. Schilling, to me known to be the Vice-President and Secretary/Treasurer of the Corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 16<sup>th</sup> day of September, 2003.

Tara Schilling  
TARA SCHILLING Notary Public  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY

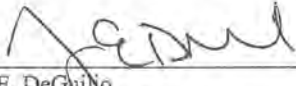
My Commission Expires: MY COMMISSION ENDS SEPT 14, 2006  
County of Residence: Lake

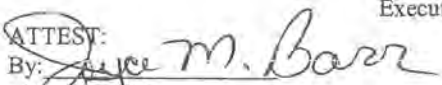
This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated December 12, 2001 creating Trust No. 10314; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by PEOPLES BANK SB, as TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against PEOPLES BANK SB, as TRUSTEE, on account hereof, or on account of any covenants, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, the said PEOPLES BANK SB, as Trustee, a Corporation has caused these Restrictive Covenants to be signed by its Vice-President, and attested by its Administrative Secretary, and its corporate seal to be hereunto affixed this \_\_\_\_ day of September, 2003.

Attachment to P.O.A. Agreement, Declarations, and Restrictions of Property Ownership for Land Trust 10314. THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 12<sup>th</sup> day of December A.D 2001, creating Trust No. 10314; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Executive Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By:   
Jon E. DeGuilio  
Executive Vice-President and Trust Officer

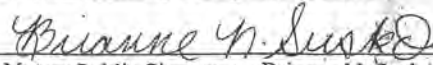
ATTEST:  
By:   
Joyce M. Barr  
Administrative Secretary

State of Indiana )  
                          ) SS:  
County of Lake )

I, Brianne N. Susko a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Joyce M. Barr of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice-President and Trust Officer and Administrative Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of September, 2003

My Commission Expires:  
12-01-10

  
Notary Public Signature – Brianne N. Susko

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be and the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company on account of this instrument or on account of any representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

weston1\weston\_POA