

WELLINGTON OVERLOOK

RECORD PLAT

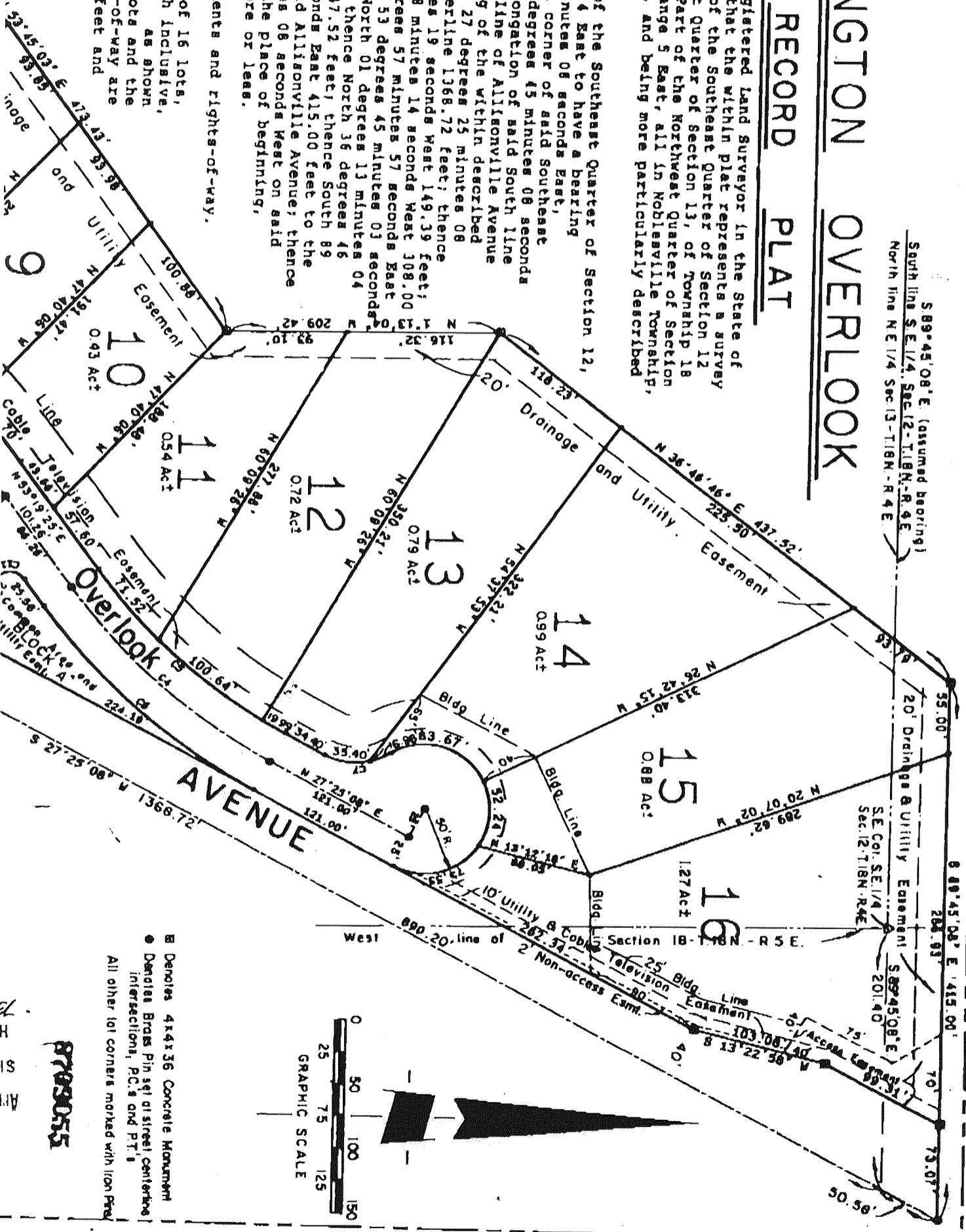
I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of part of the Southeast Quarter of Section 12 North, Range 4 East and part of the Northwest Quarter of Section 18 North, Township 18 North, Range 5 East, all in Noblesville Township, Hamilton County, Indiana, and being more particularly described as follows:

Assuming the South line of the Southeast Quarter of Section 12, Township 18 North, Range 4 East to have a bearing of South 89 degrees 45 minutes 08 seconds East, commence at the Southeast corner of said Southeast Quarter; thence South 89 degrees 45 minutes 08 seconds East on the Easterly prolongation of said South line 201.40 feet to the centerline of Allisonville Avenue and the place of beginning of the within described subdivision; thence South 27 degrees 25 minutes 08 seconds West on said centerline 1368.72 feet; thence North 83 degrees 01 minutes 19 seconds West 149.39 feet; thence North 63 degrees 28 minutes 14 seconds West 308.00 feet; thence North 04 degrees 57 minutes 57 seconds East 267.21 feet; thence North 53 degrees 45 minutes 03 seconds East 473.43 feet; thence North 01 degrees 13 minutes 04 seconds West 209.42 feet; thence North 36 degrees 46 minutes 45 seconds East 437.52 feet; thence South 89 degrees 45 minutes 08 seconds East 415.00 feet to the centerline of the aforesaid Allisonville Avenue; thence South 27 degrees 25 minutes 08 seconds West on said centerline 50.58 feet to the place of beginning, containing 13.50 acres, more or less.

Subject to all legal easements and rights-of-way.

This subdivision consists of 16 lots, numbered 1 through 16, both inclusive, and BLOCK "A" and streets as shown thereon. The size of the lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 3rd day of December, 1986.



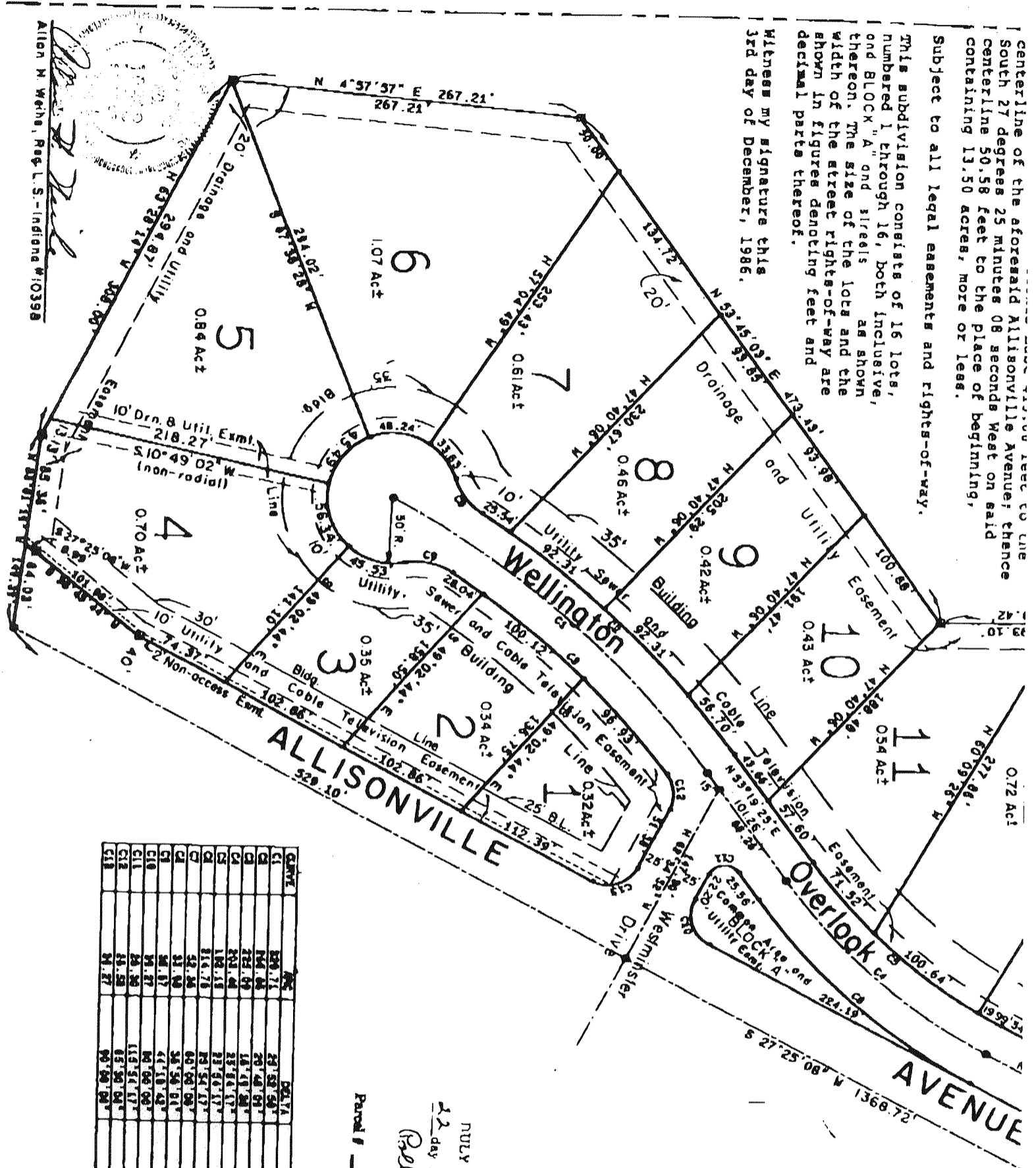
■ Denotes 4x4x36 Concrete Monument
 ● Denotes Brass Pin set at street centerline intersections, P.C.'s and P.T.'s
 All other lot corners marked with Iron Pins
8783055
 H S A

for Easement see plan # 7004515 PL

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Subject to all legal easements and rights-of-way.

Witness my signature this 3rd day of December, 1986.



Notary Public
 Allen M. White, Reg. L.S. - Indiana #10398

| CURVE | ARC | DELTA | NAUTIC | CHORD | CHORD BEARING | TAN LENGTH |
|-------|--------|-----------|--------|--------|---------------|------------|
| C1 | 200.71 | 24°58'56" | 710.00 | 317.01 | S17°01' | 181.14 |
| C2 | 244.64 | 20°48'01" | 782.04 | 242.44 | S24°04' | 184.11 |
| C3 | 223.09 | 18°48'30" | 643.04 | 224.04 | S24°04' | 184.11 |
| C4 | 201.44 | 16°48'17" | 493.04 | 201.44 | S24°04' | 184.11 |
| C5 | 180.18 | 14°48'17" | 343.04 | 178.18 | S24°04' | 184.11 |
| C6 | 159.18 | 12°48'17" | 193.04 | 155.18 | S24°04' | 184.11 |
| C7 | 138.18 | 10°48'17" | 43.04 | 132.18 | S24°04' | 184.11 |
| C8 | 117.18 | 8°48'17" | 28.04 | 111.18 | S24°04' | 184.11 |
| C9 | 96.18 | 6°48'17" | 13.04 | 90.18 | S24°04' | 184.11 |
| C10 | 75.18 | 4°48'17" | 28.04 | 69.18 | S24°04' | 184.11 |
| C11 | 54.18 | 2°48'17" | 13.04 | 48.18 | S24°04' | 184.11 |
| C12 | 33.18 | 0°48'17" | 28.04 | 27.18 | S24°04' | 184.11 |
| C13 | 12.18 | 0°48'17" | 13.04 | 6.18 | S24°04' | 184.11 |
| C14 | 1.18 | 0°48'17" | 28.04 | 1.18 | S24°04' | 184.11 |

NOTARY PUBLIC
 22 day April
 Polly Pearce Auditor
 Hamilton County

RECEIVED
 FOR RECORD
 APR 22 3 37 PM '87
 SHANKS & COMPANY
 HAMILTON CO. IN
 PL 13 Pg. 137-138

PROPOSED
 Denotes 4x4x36 Concrete Monument
 Denotes Brass Pin set of street centerline
 intersections, P.C.'s and P.T.'s
 All other lot corners marked with Iron Pins

UNAPPROVED SCALE

138

WELLINGTON

OVERL

The undersigned, MANTOU CORPORATION, by Steven A. Holt, President, of Hamilton County in the State of Indiana, being the owner of record of all of the above described tract of land, hereby lay off, plat and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as WELLINGTON OVERLOOK, a subdivision in Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand five hundred (1500) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand eight hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as easements for use of city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth herein, and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

The Cable TV Easements shown on the within plat are reserved for the approved franchised "Company" and its successors and assigns forever, the easement and right from time to time hereafter to erect, install, lay, use, maintain, replace, increase or decrease the size of and remove coaxial cable and other fixtures and appurtenances for the purpose of transmitting and distributing radio and television signals by way of said coaxial cable, on, over, under and across said easement. This also includes the right of ingress and egress for all purposes incident to such easement, and the "Company" is hereby granted the express right to make clearances of brush and debris from said property in order to successfully install and maintain said coaxial cable.

No campers, trailers, boats, or similar vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision, the users of any street in this subdivision.

All lot owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility may be erected therein provided that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.

No gravity flow from the basement of the residence shall be permitted, unless the sanitary main is a minimum of five (5) feet below the basement floor.

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Where Block "A" is shown on this plat and designated as "Common Area", those lots in the subdivision shall own equal and undivided interest in such area as tenants in common, and it shall be the obligation of each owner in common with the other lot owners to contribute an equal share of the cost of maintenance of such "Common Area". Where a majority of lot owners elect to maintain and/or repair such "Common Area" and one or more lot owner fails to pay their allocable share of maintenance and/or repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished, as described by the lien laws of the State of Indiana, against any such lot and the owners thereof and recover the full amount owed together with interest from due date and reasonable attorney's fees. The "Common Area" may contain utilities (private or public), to serve said lots within the subdivision. Said "Common Area" shall also be a utility, drainage, Cable TV or sanitary sewer easement.

Easement Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place, such as sewer pipes, manholes, castings, etc., and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City shall have access rights over and across said easements.

It is further understood and agreed that pursuant to Burns Indiana Statute Section 48-3963 that as part of the consideration running to the City of Noblesville, the developer herein irrevocably releases its right and the right of its successors in title to remonstrate against pending or future annexation to the City of Noblesville.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness our signatures this 16 day of April, 1987

Steven A. Holt
Steven A. Holt, President
Manitou Corporation

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Manitou Corporation, by Steven A. Holt, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 16th day of APRIL, 1987

Thomas C. Dalton
Notary Public
VODUNESS C. DALTON

My Commission Expires
FEB 12, 1989

County of Residence: MARION

COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY I.C. 37-7-3 ET. SEQ., P.L. 309 SECTION 23, AS AMENDED BY ACTS 1987, P.L. 211, SECTION 4 OF THE GENERAL ASSEMBLY, STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THIS PLAN COMMISSION OF THE CITY OF NOBLESVILLE, INDIANA AT A MEETING HELD ON THE 19th DAY OF May, 1986.

ADOPTED BY THE TECHNICAL COMMITTEE AT A MEETING HELD 8 May, 1986.

NOBLESVILLE CITY PLAN COMMISSION

Tim R. Stevens Secretary
Karen Goldstein President

BOARD OF PUBLIC WORKS AND SAFETY'S CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE, INDIANA, AT A MEETING HELD ON THE 16th day of April, 1987.

Fred A. Logan Mayor
Marilyn Conner Clerk-Treasurer

I, Tim R. Stevens, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF NOBLESVILLE - DECEMBER 11, 1961, AS AMENDED:

Tim R. Stevens
Tim R. Stevens-Director of Planning and Development

DATE: 21st April, 1987.

This instrument prepared by Allan H. Uelke

DULY ENTERED FOR TAXATION

22 day April 1987

Polly Pearce Auditor
Hamilton County

Parcel # _____



RECEIVED
FOR RECORD
APR 27 3 37 PM '87
CLERK
HERRY
RECORDS
CLERK
HAMILTON CO., IN