Neues shall be erected in this subdivision of two car size. The ground floor area of such structure, not less than twenty (20) feet in width, shall not be less than twenty-five (25) feet in length. No more than one building shall be erected on each lot. No any lot in this subdivision shall be used as a residence, other than a one-family residence, or a structure of less than one hundred and forty-five feet (145') in width. No any portion of this subdivision shall be used as a commercial or business center.
The type of residential dwelling in the subdivision shall be restricted to all approved in writing by the Architectural Control Committee.

No building shall be erected or moved upon any lot in the subdivision until the plans and the property line of the street.

no part of any portion shall be altered or moved upon the street.

No structure in the subdivision shall exceed 2/12 stories or 25 feet in height.

All structures in the subdivision shall comply with the Architectural Control Committee's guidelines.

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All structures in the subdivision shall comply with the Architectural Control Committee's guidelines.
Until such time as a sanitary sewerage system is installed in this subdivision, each dwelling unit shall be served by a sanitary septic tank with adequate absorption bed or dry well shall be installed for each dwelling unit. Such septic tank absorption bed and/or dry well shall be of such size and construction and so located on the land as to be approved in writing by the Public Health Authorities and the Architectural Control Committee. No other septic tank, underground storage tank, or other device for sewage disposal shall be permitted or used in this subdivision without prior approval is obtained from said committee and the same is approved by the proper regulatory authorities.

No lot is 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.

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 a 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 the above provisions by judgement 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 3rd day of July, 1967

ALLAN H. WEIHE, President
JOYCE M. WEIHE, Secretary

STATE OF INDIANA  SS
COUNTY OF HAMILTON

Before me the undersigned, a Notary Public in and for said County and in personal appearance WELLSINGTON HEIGHTS, INC., by Allan H. Weih and Joyce M. Weih, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 3rd day of July, 1967

NOTARY PUBLIC
Accred Human 3-1-69
No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specification, and plat plan showing the location of such building have 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 a 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 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 strips 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 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 strip 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.

All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surface. All structures must be completed, and site graded, sodded or seeded, and reasonably landscaped, within one (1) year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a slightly and orderly manner.

Until such time as sanitary septic tanks or each dwelling erected shall be approved by the Public Health sanitary project or subdivision unless properly approved by the proper authority.

No lot is to contain rubbish, trash, garbage containers.

The right to enjoin violation is hereby given to their heirs and assigns to show any damage caused by such violation or attempt to force and effect for a time thereafter unless any of the total lots in the subdivision.

Witness our signature

ALLAN H. WEIHE, P.

STATE OF INDIANA
COUNTY OF HAMILTON

Before me the undersigned personally appeared Joyce M. Weihe, who their voluntary act as

Witness my hand and