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 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 the signatures this 14th day of October, 1970.

William H. Wells, President
Joyce M. Wells, Secretary

STATE OF INDIANA
COUNTY OF HAMILTON

Before me the undersigned, a Notary Public in and for said County and State, personally appeared WELLINGTON HEIGHTS, INC., by Allan H. Weilhe and Joyce M. Wells, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witneses my hand and Notarial Seal this 14th day of October, 1970.

[Signature]
Notary Public

March 12, 1973
Commission Expires
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 drive-ways 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.

It shall be the duty of the owner of each lot in the 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.

Until such time as a sanitary sewerage system is installed in this subdivision, sanitary septic tank with adequate absorption bed or dry well shall be installed for each dwelling erected. 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 or the Architectural Control Committee. No septic tank, septic filter or device for sewer disposal shall be permitted or used in this subdivision without such prior approval is obtained from said committee and the same is approved by the proper regulatory authorities.

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 for daily use.
PROTECTIVE COVENANTS

WELLINGTON HEIGHTS, INC., by Allan H. Welbe, President, and 
Secretary, of Hamilton County in the State of Indiana, being the 
transferors of the above described tract of land by hereinafter 
described plat, and 

the streets, alleys, sidewalks and other streets and tracts do hereby dedicate for public use and 

be hereinafter, in accordance with the within plat. The following limitations, and covenants are hereby imposed upon and shall remain 

in such plat.

It shall be known and designated as WELLINGTON HEIGHTS 

subdivision in Hamilton County, State of Indiana.

The subdivision is reserved for residential use, and no building, 

for residence or structure or facility accessory in use thereon.

No building shall be erected or used for residential purposes.

No area of the main structure, exclusive of one-story outbuildings, 

not less than fifteen hundred (1500) square feet in 

not less than one thousand (1000) square feet in the 

provided no structure of more than one story shall have 

fifteen hundred (1800) square feet of finished and livable 

be attached to the residence dwelling and be a minimum of 

vent, shed, or detached storage building erected or used as 

shall not be erected in this subdivision between the building lines 

shall not exceed the under side of roof line, and the structure shall 

be erected and be hereinafter designated on the plat, the street.

All fences shall be erected, placed or altered on any building plot in this subdivision 

by the Architectural Control Committee, which fences shall not exceed 42 inches in 

height, shall be finished and livable, and shall be set back at least 10 feet from the sidewalk. 

any proposed construction closer than 10 feet from 

as to the building with respect to topography and finished grade; and 

by the Architectural Control Committee composed of the undersigned owners 

or by their duly authorized representatives. In the 

The committee falls to act upon: