The undersigned, WEBB DEVELOPMENT CORP., by Allen H. Webb, President, and Joyce M. Webb, Secretary, Donald L. Vanee, Teresa E. Vanee, Myron D. Demare, Bette DeMare, James Stephen Snyder, Vicki Lyn Shirey, William E. Serrett and Sheila Serrett, all of Hamilton County, in the State of Indiana, being the owners of record of all of the property, layoff, plat, and subdivided into lots and tracts such as to hereby dedicate for public use any such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

All lots in this subdivision are reserved for residential use, and no buildings other than 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 gross floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen 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 or two story structure, provided such structure is a one-family residence and a minimum of eight hundred (800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be of a minimum of two car size.

No trailer, test shop, 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 architectural 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 in 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, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the Architectural Control Committee. 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 structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the underside of eave line, and no structure other than an open porch shall be erected between the building lines as designated and the property line of the street.

Any building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications and plat plan showing the location of such building has been approved as to the conformity and harmony of external design with the existing structures hereon and as to the location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the members of the officers of Webb Development Corp., the Developer, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining members or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If no 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 developer 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 or work performed pursuant to this covenant.

The utility strips shown on the within plat are reserved as easements for use of owner or company 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 of the lots and property to be dedicated in this subdivision. No building or other structure, except walk or driveway, shall be erected or maintained upon, over, under, or across any such utility strip for the use of the owner, his successors and assigns, and through, herein, and owners in this subdivision shall have 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 swale sewer. No structure other than storm water drainage structures, retaining walls, or elevated walk and driveway structures shall be erected upon, over, under, or across any such easement except 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 have 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 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 to the property 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 expenses incurred in so doing.

Before this time as a sanitary sewerage system is installed, sanitary septic tank with adequate absorption bed or dry well shall be installed for each dwelling erected. Such septic tank absorption bed or dry well shall be of such type and construction and so located on the land as to be approved in writing by the Public Health Authority or the Architectural Control Committee. No other sanitary project or device for sewer disposal shall be permitted or used in this subdivision unless prior approval is obtained from said committee and the same is approved by the proper regulatory authority.

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.

The right to enforce the within restrictions, limitations, and covenants by action 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 owner, by or through any such violations or attempts to violate said provisions shall be void and 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 owners of any two-thirds majority of the total lots in the subdivision it is agreed to change the covenants in whole or in part. Violation of any one of these covenants by judgment or court order shall be in no way affect any of the other provisions which shall remain in full force and effect.

List of Witness Signatures:

Allen H. Webb, President
Joyce M. Webb, Secretary

Myron D. Demare
Donald L. Vanee
William E. Serrett

All signatures are dated 1976.

Approved by the County Council of Hamilton County, Indiana.

County Council of Hamilton County, Indiana,

A. C. Thayer, President

Approved by the Public Health Authority.

Public Health Authority,

Dr. H. G. Smith, President

Adopted by the Architectural Control Committee.

ARCHITECTURAL CONTROL BOARD,

Under the Act of Council as Follows Adopted

NORBEY

COUNTY COUNCIL

ALFRED W. WEBB

AMANDA W. WEBB

W. H. WEBB
Wellington Heights Sec 6

Myron E. Demaree and Bettie Demaree do hereby join in the execution of the plat of Wellington Heights, Sixth Section, as to any real estate described therein which they presently own and they agree to be bound by the covenants of such plat that subdivision and heretofore their particular parcel of real estate shall be known as Lot #89.

Donald L. Van Zee and Teressa E. Van Zee do hereby join in the execution of the plat of Wellington Heights, Sixth Section, as to any real estate described therein which they presently own and they agree to be bound by the covenants of such plat and subdivision and heretofore their particular parcel of real estate shall be known as Lot #91.

William E. Starrett and Sheila Starrett do hereby join in the execution of the plat of Wellington Heights, Sixth Section, as to any real estate described therein which they presently own and they agree to be bound by the covenants of such plat and subdivision and heretofore their particular parcel of real estate shall be known as Lot #93.

James Stephen Solder and Vicki Lynn Solder do hereby join in the execution of the plat of Wellington Heights, Sixth Section, as to any real estate described therein which they presently own and they agree to be bound by the covenants of such plat and subdivision and heretofore their particular parcel of real estate shall be known as Lot #95.

STATE OF INDIANA

COUNTY OF HAMILTON

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Wayne Development Corp., by Allan H. Welsh, and Joyce M. Welsh, Donald L. Van Zee, Teressa E. Van Zee, Myron E. Demaree, Bettie Demaree, James Stephen Solder, Vicki Lynn Solder, William E. Starrett and Sheila Starrett, 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 1st day of September, 1976.

My Commission Expires MARCH 18, 1977

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND ALL ORDINANCES ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE AS FOLLOWS:

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING HELD 20 DEC. 1971

NOBLESVILLE CITY PLAN COMMISSION

President: R. B. Gobble
Secretary: Wallace L. Kern

COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 481-ACTS OF 1951, OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON:

September 20, 1976

Roy Davis
Chairman
Patricia Schuckman
County Auditor

RECEIVED FOR RECORD

SEP 3 1976

DULY ENTERED FOR TAXATION

30 day September, 1976

County Auditor

Instrument prepared by Allan H. Welsh this 1st day of November, 1971.