ADDENDA TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH FIRST - EIGHTH SECTIONS
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH FIRST SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and designated as Wellington North First Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 4, Page 155, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North First Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
Owner of Lot 11

Owner of Lot 12

Owner of Lot 13

Owner of Lot 14

Owner of Lot 15

Owner of Lot 16

Owner of Lot 17

Owner of Lot 18

Owner of Lot 19

Owner of Lot 20

Owner of Lot 21

Owner of Lot 22
| Owner of Lot 23                      | Robert Saddler          |
| Owner of Lot 23                      |                          |
| Owner of Lot 24                      | Maurine J. Saddler      |
| Owner of Lot 24                      |                          |
| Owner of Lot 25                      |                                |
| Owner of Lot 25                      | Magee R. Hamilton        |
| Owner of Lot 26                      |                                |
| Owner of Lot 26                      | Mage R. Hamilton          |
| Owner of Lot 27                      |                                |
| Owner of Lot 27                      |                                |
| Owner of Lot 28                      |                                |
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 72-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;

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The Plat known and designated as Wellington North Seventh Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;

The Plat known and designated as Wellington North Eighth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;
EXHIBIT B
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

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F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH SECOND SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and
designated as Wellington North Second Section, a subdivision in Hamilton County, State of
Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in
Plat Book 5, Page 34, (which subdivision is referred to in this document as the "Real Estate")
in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and
Restrictions of Wellington North Second Section ("Declaration"), effective as of the date of
recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit P
this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the
Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA,
such annual general dues for membership in WNCA as are determined from time to time by a
majority of the members thereof in accordance with its Articles of Incorporation and By-Laws,
and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of
the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and
that he and his heirs, personal representatives, successors and assigns covenant, agree and
consent to keep, observe and comply with and perform the covenants and provisions of this
Declaration, and that all such provisions shall be covenants running with the land and shall bind
any person having any interest or estate in a lot in the Real Estate, all as though such provisions
were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20)
years from the date hereof, after which time it automatically shall be extended for successive
periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners
in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the
same, provided that all Reciprocal Declarations are similarly then changed to continue to be
'substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this
Declaration shall not be deemed a waiver of the same or the right to enforce the same at any
time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision
of this Declaration shall not impair or affect in any manner the validity, enforceability or effect
of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by
law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
Owner of Lot 33

Owner of Lot 33

Owner of Lot 34

Owner of Lot 34

Owner of Lot 35

Owner of Lot 35

[Handwritten Signatures]

Charles J. A. Day
Owner of Lot 36

Linda C. Day
Owner of Lot 36

James A. Day
Owner of Lot 37

Karen A. Day
Owner of Lot 37
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;
The Plat known and designated as Wellington North Seventh Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;

The Plat known and designated as Wellington North Eighth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

Prior Deed or Plat Reference for Easement Granted: See plat recording information set forth
above.
EXHIBIT B
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot
on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one
more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the
Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit
A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth
Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County,
 Indiana, Page 72, which is owned and maintained by Wellington North Civic
Association, Inc. ("WNCA").

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F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH THIRD SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and designated as Wellington North Third Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 5, Page 62, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North Third Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and
that he and his heirs, personal representatives, successors and assigns covenant, agree and
consent to keep, observe and comply with and perform the covenants and provisions of this
Declaration, and that all such provisions shall be covenants running with the land and shall bind
any person having any interest or estate in a lot in the Real Estate, all as though such provisions
were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20)
years from the date hereof, after which time it automatically shall be extended for successive
periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners
in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the
same, provided that all Reciprocal Declarations are similarly then changed to continue to be
substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this
Declaration shall not be deemed a waiver of the same or the right to enforce the same at any
time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision
of this Declaration shall not impair or affect in any manner the validity, enforceability or effect
of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
Charles Holland  
Owner of Lot 38

Judith Ann Holland  
Owner of Lot 38

Ann Davis  
Owner of Lot 39

Ann Davis  
Owner of Lot 39

Gregg Holland  
Owner of Lot 40

Gregg Holland  
Owner of Lot 40

James Long  
Owner of Lot 41

William L. Cole  
Owner of Lot 42

Patricia A. Arrow  
Owner of Lot 43

Marvin E. Aron  
Owner of Lot 43

Stephanie Carney  
Owner of Lot 44

Linda Jones  
Owner of Lot 44

Bob Streeker  
Owner of Lot 45

Mary Carney  
Owner of Lot 45

Stephanie Carney  
Owner of Lot 46

Linda Carney  
Owner of Lot 46

Anna Miller  
Owner of Lot 47

Damele H. Guntten  
Owner of Lot 47

Laurie P. Ruth  
Owner of Lot 48

Laurie P. Ruth  
Owner of Lot 48
The Plat known and designated as Wellington North First Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;
The Plat known and designated as Wellington North Seventh Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158:

The Plat known and designated as Wellington North Eighth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60:

Prior Deed or Plat Reference for Easement Granted: See plat recording information set forth
above.

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EXHIBIT B
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot
   on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one
   or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the
   Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit
   A hereeto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth
   Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County,
   Indiana, Book 6, Page 73-...; which is owned and maintained by Wellington North Civic
   Association, Inc. ("WNCA").
F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.
The owners who have signed below ("Owners"), of lots set forth within a plat known and designated as Wellington North Fourth Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 5, Pages 173-175, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North Fourth Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys’ fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the right of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;

The Plat known and designated as Wellington North Seventh Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;

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The Plat known and designated as Wellington North Eighth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

**Prior Deed or Plat Reference for Easement Granted:** See plat recording information set forth above.
EXHIBIT B
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH FIFTH SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and
designated as Wellington North Fifth Section, a subdivision in Hamilton County, State of
Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in
Plat Book 6, Pages 73-74, (which subdivision is referred to in this document as the "Real
Estate") in accordance with the plat, hereby make their Addendum To the Declaration of
Covenants and Restrictions of Wellington North Fifth Section ("Declaration"), effective as of
the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit
B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the
Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA,
such annual general dues for membership in WNCA as are determined from time to time by a
majority of the members thereof in accordance with its Articles of Incorporation and By-Laws,
and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of
the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of a lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;

The Plat known and designated as Wellington North Seventh Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;
The Plat known and designated as Wellington North Eighth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

Prior Deed or Plat Reference for Easement Granted: See plat recording information set forth above.
EXHIBIT B
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH SIXTH SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and designated as Wellington North Sixth Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 6, Pages 120-121, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North Sixth Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be tantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF WELLMINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;

The Plat known and designated as Wellington North Seventh Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;
The Plat known and designated as Wellington North Eighth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

Prior Deed or Plat Reference for Easement Granted: See plat recording information set forth above.
EXHIBIT B

TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.
ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH SEVENTH SECTION

The owners who have signed below ("Owners"), of lots set forth within a plat known and designated as Wellington North Seventh Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 6, Pages 157-158, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North Seventh Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.

/s/
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys’ fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;

The Plat known and designated as Wellington North Seventh Section is recorded in the
Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;
The Plat known and designated as Wellington North Eighth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

**Prior Deed or Plat Reference for Easement Granted:** See plat recording information set forth above.
EXHIBIT B

TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the Development cast at a meeting of WNCA.

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ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH EIGHTH SECTION

The owners who have signed below ("Owners"). of lots set forth within a plat known and designated as Wellington North Eighth Section, a subdivision in Hamilton County, State of Indiana, which plat is recorded in the Office of the Recorder of Hamilton County, Indiana, in Plat Book 7, Pages 59-60, (which subdivision is referred to in this document as the "Real Estate") in accordance with the plat, hereby make their Addendum To the Declaration of Covenants and Restrictions of Wellington North Eighth Section ("Declaration"), effective as of the date of recording.

1. The definitions of lot, owner, development and so forth, are set forth in Exhibit B to this Addendum and are incorporated herein by this reference.

2. The Owners deem it desirable, for the efficient preservation of the values of the Real Estate, to create an obligation in the owner of each lot in the Real Estate to pay to WNCA, such annual general dues for membership in WNCA as are determined from time to time by a majority of the members thereof in accordance with its Articles of Incorporation and By-Laws, and which are assessed by WNCA to each owner and against his lot.

3. Such assessments shall be used for the improvement, maintenance and repair of the Recreational Area and for Development beautification and general administrative expense.
4. Such assessments, and costs of collection, until paid, shall attach to and shall be a continuing lien, and each Owner does hereby grant, and consent to the imposition of such lien, upon the lot against which such assessment is made. The assessments also shall become a personal obligation of the owner of the lot at the time such assessment became due and payable. In any action or proceeding to collect payments required by this Declaration, or to enforce a lien or compliance with any provisions of the existing plat, WNCA shall be entitled to recover its costs incurred including reasonable attorneys' fees.

5. Each owner of a lot in the Real Estate hereby consents to the filing of notice of such lien and any proceedings thereon with the Office of the Recorder of Hamilton County, Indiana, without further consent. Such lien may be filed and foreclosed by and on behalf of WNCA, as a mortgage on real property or as otherwise provided by law. The recording of such instrument shall constitute perfection of the lien created hereby.

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the
provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.
EXHIBIT A
TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

The Plat known and designated as Wellington North First Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 4, page 155;

The Plat known and designated as Wellington North Second Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 34;

The Plat known and designated as Wellington North Third Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 62;

The Plat known and designated as Wellington North Fourth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 5, page 173-175;

The Plat known and designated as Wellington North Fifth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 73-74;

The Plat known and designated as Wellington North Sixth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 120-121;
The Plat known and designated as Wellington North Seventh Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 6, page 157-158;

The Plat known and designated as Wellington North Eighth Section is recorded in the Office of the Recorder of Hamilton County, Indiana in Plat Book 7, page 59-60;

Prior Deed or Plat Reference for Easement Granted: See plat recording information set forth above.
EXHIBIT B

TO THE ADDENDA TO
DECLARATIONS OF COVENANTS
AND RESTRICTIONS OF
WELLINGTON NORTH
FIRST SECTION through EIGHTH SECTION

As used herein, the following definitions apply:

A. "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.

B. The references herein to "owner" means the record owner, whether one or more persons or entities, of fee-simple title to any lot, including contract sellers.

C. "Reciprocal Declarations" mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.

D. "Development" shall mean all of the lots in the Plats identified in Exhibit A hereto.

E. "Recreational Area" shall mean Block "A" of Wellington North Fifth Section, the Plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, Book 6, Page 73-74, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

F. "Ballot" shall mean a written Ballot signed by the owner of a lot in the

WNCA.
STATE OF INDIANA )
COUNTY OF Hamilton ) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Cynthia L. Vauter

Evel R. Ewing

Robert B. Hamilton

Valeria V. Akers

Laura L. Jones

Donna L. Pope

Roy D. Decker

Jeff Chiarello

Lot 21 Wellington North
Lot 26 Wellington North
Lot 31 Wellington North
Lot 102 Wellington North
Lot 104 Wellington North
Lot 92 Wellington North
Lot 61 Wellington North
Lot 52 Wellington North

who, having been duly sworn, 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 16 day of August, 1996.

My Commission Expires:
11-1-96

My County of Residence:
Hamilton

Virginia Blair
Notary Public - Written
Notary Public - Printed

This instrument prepared by Paul P. Black, Attorney at Law, McHale, Cook & Welch, P.C., 110 North Commerce Building, 520 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA  
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Dean Denhart
Marcha Denhart
Shirley Jones
Stephen K. Dennison
Karen K. Dennison

who, having been duly sworn, 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 14 day of April, 1996.

My Commission Expires:
9-11-96

My County of Residence:
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1150 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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-11-
STATE OF INDIANA  
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Michael D. Grammarese
Lot 35 Wellington North
Lot 35 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

Carolyn Marie Grammarese

who, having been duly sworn, 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 December, 1995.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

Notary Public - Written

Virginia Blair Green
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204. (317) 634-7388.

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Order: eoiijjoij Comment:
STATE OF INDIANA  )
COUNTY OF Hamilton ) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

  Dale E. Jones
  Ray Ballesisteiner
  Nancy Higeway
  Stephanie Potter
  Marshall Noel
  Alex Currier
  Annette Cunion
  Sara Smallwood

Lot 10 Wellington North
Lot 5 Wellington North
Lot 7 Wellington North
Lot 3 Wellington North
Lot 30 Wellington North
Lot 28 Wellington North
Lot 28 Wellington North
Lot 16 Wellington North

who, having been duly sworn, 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 14 day of April, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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STATE OF INDIANA  
COUNTY OF Hamilton  

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Stephanie Amstutz

Rick Amstutz

Gloria Roess

John Green, Jr.

Mark Safranek

Lot 46 Wellington North

Lot 46 Wellington North

Lot 75 Wellington North

Lot 6 Wellington North

Lot 49 Wellington North

Lot __ Wellington North

Lot __ Wellington North

Lot __ Wellington North

Lot __ Wellington North

who, having been duly sworn, 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 __ day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Gordon Paul Miller
David L. Potte
Lisa L. Phillips
Gerald R. Holle
Diana Holle
Jeffery A. Potter
Judy Pendergrass
Kimberly S. Curry

Lot 79 Wellington North
Lot 105 Wellington North
Lot 84 Wellington North
Lot 9 Wellington North
Lot 9 Wellington North
Lot 8 Wellington North
Lot 109 Wellington North
Lot 115 Wellington North

who, having been duly sworn, 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 12th day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

This instrument prepared by Paul K. Black, Attorney at Law, McHale, Cook & Welch, p.c.,
1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204,
(317) 634-7588.

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Order: eoljeoeh Comment:
STATE OF INDIANA
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

MICHAEL M McKIERNAN

CARRIE McKIERNAN

Lot 28 Wellington North

Lot 28 Wellington North

Lot __ Wellington North

Lot __ Wellington North

Lot __ Wellington North

Lot __ Wellington North

Lot __ Wellington North

who, having been duly sworn, 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 12th day of April, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7538.
STATE OF INDIANA     )
COUNTY OF (Hamilton) ) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

MIKE KOUAK
Pete Michels
Ashok Sethi
Nancy Kouak

Lot 77 Wellington North
Lot 77 Wellington North
Lot 83 Wellington North
Lot 77 Wellington North
Lot 81 Wellington North
Lot 77 Wellington North
Lot 77 Wellington North
Lot 77 Wellington North
Lot 77 Wellington North

who, having been duly sworn, 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 26th day of March, 1996.

My Commission Expires:
11-1-96

My County of Residence:
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA  
COUNTY OF Hamilton  

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

David G. Hahn
Deborah K. Hahn
Lorena K. Harvey
Martha M. Kay
John H. Kerrigan
Carol A. Kerrigan
Richard A. Neal
Mary S. Neal

who, having been duly sworn, 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 9th day of April, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA )
COUNTY OF Hamilton )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Linda Jean Holland
Bonnie Lamagno
William L. Crask
Patricia A. Auman
Emery E. Auman
Heber Cassidy
ancia Cassidy
James Klepfenstein

Lot 3A Wellington North
Lot 4A Wellington North
Lot 4A Wellington North
Lot 4B Wellington North
Lot 4C Wellington North
Lot 4D Wellington North
Lot 4E Wellington North
Lot 4F Wellington North
Lot 4G Wellington North
Lot 4H Wellington North

who, having been duly sworn, 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 26 day of March, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

Notary Public - Written

Notary Public - Printed

The instrument was prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

999999 PBB \DOCS\PBB\PUBL\WNT_1 44885

Order: woigjeoi Comment:
STATE OF INDIANA  
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Laurie E. Hurst
Leona Chianello
Robert P. Barker
Judith A. Barker
Evanne L. Rappaport
Barbara Rappaport
Cerrinell C. Phillips
Paul Swauger

Lot 48 Wellington North
Lot 53 Wellington North
Lot 54 Wellington North
Lot 55 Wellington North
Lot 56 Wellington North
Lot 57 Wellington North
Lot 58 Wellington North
Lot 59 Wellington North
Lot 60 Wellington North
Lot 61 Wellington North
Lot 62 Wellington North

who, having been duly sworn, 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 26 day of March, 1996.

My Commission Expires: 11-1-96

Notary Public - Written

My County of Residence: Hamilton

Notary Public - Printed

The instrument prepared by Neil R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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Order: woigjeojh Comment:
STATE OF INDIANA  
COUNTY OF Hamilton 

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Annie Noel  
Robert W. Miles  
Paula R. Hamilton  
Joseph C. Buda  
Thom J. Ewing  
James C. Day  
Sara A. Day  
Charles L. Holland

Lot 20 Wellington North  
Lot 21 Wellington North  
Lot 31 Wellington North  
Lot 32 Wellington North  
Lot 26 Wellington North  
Lot 37 Wellington North  
Lot 31 Wellington North  
Lot 38 Wellington North

who, having been duly sworn, 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 26th day of March, 1996.

My Commission Expires:  

My County of Residence:  

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 10th Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

999999 88, 8:10005/P8/B/B\hel\I\VC_1 45228
STATE OF INDIANA
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Donald W. Pope
Richard Hollingsworth
Junt Bardenstein
Jane Black
Paul R. Black
Laura Chapman
Sue J. Smith
Phebe C. Smith

Lot 2 Wellington North
Lot 4 Wellington North
Lot 5 Wellington North
Lot 17 Wellington North
Lot 17 Wellington North
Lot 18 Wellington North
Lot 19 Wellington North
Lot 19 Wellington North

who, having been duly sworn, 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 26 day of March, 1996.

My Commission Expires:
11-1-96

My County of Residence:
Hamilton

Notary Public - Written
Verna Blair Green
Notary Public - Printed

This instrument is prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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STATE OF INDIANA )
COUNTY OF Hamilton )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Joyce E. Wood
Tony Wood
Charles H. Fonè
Linda C. Fonè

Lot 108 Wellington North
Lot 108 Wellington North
Lot 36 Wellington North
Lot 36 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, 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 11th day of April, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

Notary Public - Written
Notary Public - Printed

The work is a - prepared for Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

999999 PRB 3:16OCT89PUBLYMT_1 44488

Order: eoigjeoih Comment:
STATE OF INDIANA  
COUNTY OF Hamilton  

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Stacie Safariek

Lot #9 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, 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 12th day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1103 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA )
COUNTY OF Hamilton )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

William Schleifman
Sheely H. Tite
Leroy Graham
Gary Graham
Michael Heath

Lot 17 Wellington North
Lot 15 Wellington North
Lot 13 Wellington North
Lot 12 Wellington North
Lot 11 Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North

who, having been duly sworn, 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 26 day of March, 1996.

My Commission Expires:
1999

My County of Residence:
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA )
COUNTY OF(Hamilton) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

David A. DeWitte
Debbie DeWitte

Lot #15 Wellington North
Lot #15 Wellington North
Lot # Wellington North
Lot # Wellington North
Lot # Wellington North
Lot # Wellington North
Lot # Wellington North
Lot # Wellington North

who, having been duly sworn, 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 8th day of April, 1996.

My Commission Expires: 9-11-96

Laurie E. Hurst
Notary Public - Written

Laurie E. Hurst
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

999999 928 2:DEC0298VWELLIN1144855
STATE OF INDIANA  )
COUNTY OF Hamilton  ) ss:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

K. L. Hurst, Jr.  Lot 48 Wellington North
Maria F. Sadler  Lot 38 Wellington North
Robert Sadler  Lot 37 Wellington North
Kathy Powell  Lot 3 Wellington North
Steven Powell  Lot 3 Wellington North
Rhonda Klopfenstein  Lot 47 Wellington North
Mark E. Coverdale Jr.  Lot 2 Wellington North
Mary Anne Coverdale  Lot 23 Wellington North

who, having been duly sworn, 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 8th day of April 1996.

My Commission Expires:
9-11-96

My County of Residence:
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7388.
STATE OF INDIANA } SS:
COUNTY OF Hamilton }

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Jay Monke
Joanne Hanes Winters
Steve Shultz
Dale Terry
Duane Kingery
Verna Green
Emily Shultz
Wayne Green

Lot 4 Wellington North
Lot 4 Wellington North
Lot 6 Wellington North
Lot 3 Wellington North
Lot 7 Wellington North
Lot 6 Wellington North
Lot 6 Wellington North
Lot 6 Wellington North

who, having been duly sworn, 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 14th day of March, 1996.

My Commission Expires:
1999

Notary Public - Written
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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STATE OF INDIANA }  
COUNTY OF [ ] ) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Kevin Saulnier
Samuel Elken
Maren Weeden
Robert Schubiels
Artie Pitzer
Lynn Elken
Deirdre Pizley
Michael Ludlow

Lot 53 Wellington North
Lot 94 Wellington North
Lot 95 Wellington North
Lot 96 Wellington North
Lot 97 Wellington North
Lot 105 Wellington North
Lot 72 Wellington North
Lot 74 Wellington North
Lot 71 Wellington North

who, having been duly sworn, 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 30th day of October, 1996.

My Commission Expires:

1999

Notary Public - Written

Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7568.
STATE OF INDIANA   }  SS:
COUNTY OF Hamilton   )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Clarence Eomadum

Tellen Deciee

William Oee

Patrick Buske

Paul Klucznik

Rolfy Shane Hsa2

Leslie Donovan

Brent Varian

Lot 50 Wellington North

Lot 61 Wellington North

Lot 45 Wellington North

Lot 76 Wellington North

Lot 50 Wellington North

Lot 76 Wellington North

Lot 52 Wellington North

Lot 31 Wellington North

Lot 31 Wellington North

who, having been duly sworn, 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 12th day of March, 1996.

My Commission Expires:

1995

Notary Public - Written

My County of Residence:

Hamilton

Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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STATE OF INDIANA )
COUNTY OF Hamilton )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Tony White
Walter Smith
Dee C. Pizko
Drake Haney
Steven Campbell
Connie Wierse
Linda C. Ackerson
Mary Haberstroth

Lot 76 Wellington North
Lot 79 Wellington North
Lot 112 Wellington North
Lot 117 Wellington North
Lot 117 Wellington North
Lot 115 Wellington North
Lot 113 Wellington North
Lot 114 Wellington North

who, having been duly sworn, 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 26 day of March, 1996.

My Commission Expires:

My County of Residence:

Notary Public - Written
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA

COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Barbara Hollingsworth
Terrence Miller
Linda M. Miller
Al Rustinger
Elizabeth Rustinger
Charles Barker
Bradley Jones
Paula S. Jones

Lot 4 Wellington North
Lot 35 Wellington North
Lot 35 Wellington North
Lot 66 Wellington North
Lot 66 Wellington North
Lot 37 Wellington North
Lot 38 Wellington North
Lot 38 Wellington North

who, having been duly sworn, 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 24th day of April, 1996.

My Commission Expires:

9-11-96

My County of Residence:

Hamilton

Notary Public - Written
Laurie E. Hurst
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7388.

999999 PRB: J:\DOCS\PRB\1996\1MT\1 44885
STATE OF INDIANA
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Sue Overstreet
R. Dustan Sarazan

Lot 47 Wellington North
Lot 50 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, 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 4th day of May, 1996.

My Commission Expires:
9-11-96

My County of Residence:
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Linda K. Miller

Richard Key

Lot 72 Wellington North
Lot 72 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, 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 6th day of May, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

Notary Public - Written

Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204. (317) 634-7588.
STATE OF INDIANA    
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Maizie M. Clever
Meena Sethi
Jack G. Hittle
Laura M. Schauf
Wesley S. Pendergrass
Larry E. Crealston
Bradley D. White

Lot 24 Wellington North
Lot 25 Wellington North
Lot 26 Wellington North
Lot 27 Wellington North
Lot 28 Wellington North
Lot 29 Wellington North
Lot 30 Wellington North
Lot 31 Wellington North
Lot 32 Wellington North

who, having been duly sworn, 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 4th day of May, 1996.

My Commission Expires: 11-1-96

My County of Residence: Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

Order: ecigjoeih Comment:
STATE OF INDIANA  
COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

__________________________      _______________________
Karin Bowen                      Lot 154 Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

__________________________      _______________________
                          Lot ___ Wellington North

who, having been duly sworn, 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 May, 1996.

My Commission Expires: ________________________
11-1-96

My County of Residence: ________________________
Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Mary Schleifman
Lynn A. Mielke
Audene Captain
Susan D. Cry
Teresa Audu
Jeff Curry

Lot 102 Wellington North
Lot 77 Wellington North
Lot 17 Wellington North
Lot 42 Wellington North
Lot 32 Wellington North
Lot 135 Wellington North
Lot Wellington North
Lot Wellington North

who, having been duly sworn, 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 May, 1996.

My Commission Expires: 11-1-96
My County of Residence:

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

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STATE OF INDIANA
COUNTY OF ______

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

__________________________
[Signature]

__________________________
[Signature]

Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North

who, having been duly sworn, 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 27 day of April, 1996.

My Commission Expires:
Jan. 30, 1997

My Country of Residence:

__________________________
[Signature]

[Name]
Notary Public - Written

[Name]
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7568.

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-10-

Order: eoigjeoiih Comment:
STATE OF INDIANA

COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Phyllis Miles

Susan K. Petry

Melissa Przhanowski

Carolyn Barker

Luis A. Kirney

Jennifer L. Slaughter

Victoria Rae Smith

Lot 21 Wellington North

Lot 21 Wellington North

Lot 112 Wellington North

Lot 27 Wellington North

Lot 114 Wellington North

Lot 93 Wellington North

Lot ______ Wellington North

Lot ______ Wellington North

who, having been duly sworn, 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 24th day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

Virginia Blair Green

Notary Public - Written

Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
STATE OF INDIANA  

COUNTY OF Hamilton

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

David W. Womer
Paul Monki
Sharon L. Habersstroh
Helen R. Kluczniak
Raymond L. Gusky

Lot 12 Wellington North
Lot 63 Wellington North
Lot 126 Wellington North
Lot 67 Wellington North
Lot 74 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, 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 30 day of April, 1996.

My Commission Expires: ________________

My County of Residence: ________________

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c.,

1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204,

(317) 634-7588.

Order: eoiqjeoih Comment:
STATE OF INDIANA } SS:  
COUNTY OF Hamilton }  

Before me the undersigned, a Notary Public in and for said County and State, personally appeared:

Susan Swanger

Lot 37 Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North
Lot __ Wellington North

who, having been duly sworn, 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 28th day of April 1996.

My Commission Expires:  
_________________ 11-1-96

My County of Residence:  
Hamilton __________

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.
RESOLUTION OF WELLINGTON NORTHEAST NEIGHBORHOOD ASSOCIATION TO AMEND WELLINGTON NORTHEAST NEIGHBORHOOD ASSOCIATION RESTRICTIVE COVENANTS

In accordance with the voting requirements set forth in the Restrictions and Covenants pertaining to Wellington Northeast Neighborhood Association, said Resolution is hereby enacted which amends the covenants and restrictions of Wellington Northeast Neighborhood Association, as follows:

1. All lot owners of the real estate in the subdivision known as Wellington Northeast are members of the Wellington Northeast Neighborhood Association and subject to all regulations set forth in the restrictions that run with the land contained in that subdivision. As such members, all lot owners are required to pay the annual dues assessed by the Association for the maintenance of common grounds and general upkeep of the subdivision. Members may choose to pay either General Dues or Recreational Dues. Any delinquent dues or fines assessed against, together with interest and other charges or costs as herein provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 8% per annum until paid in full. If in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in
any court of competent jurisdiction. The owner of the lot or lots
subject to the charge, shall, in addition to the amount of the charge at
the time legal action is instituted, be obligated to pay any expense or
cost, including attorney fees incurred by the Association in collecting
the same. Every owner of the lot in the Association and any person
that may acquire an interest in such lot, whether as an owner or
otherwise, is hereby notified, and by acquisition of such interest
agrees, that any such liens which may exist on said lot at the time of
acquisition of such interest are valid liens and shall be paid.
Every person who shall become an owner of a lot in Wellington
Northeast subdivision is hereby notified that by the act of acquiring,
making such purchase or acquiring such title, such person shall be
conclusively held and covenanted to pay the association dues
pursuant to the restrictive covenants in force and effect.

2. Annual dues may not be increased more than Twenty ($20.00)
Dollars per year.

3. The review period by the Architectural Control Committee with
regard to approval of building plans shall be for thirty (30) days or
within a reasonable time frame thereafter from the submission date of
any plans. The property owner may not proceed with the building
until approval is granted.

4. This Amendment applies to the original plat and subdivision of the
said Wellington Northeast subdivision dated the 13th day of March,
1980 and approved by the Hamilton County Commissioners and the
Board of Public Works and Safety, recorded in the Recorder’s
Office of Hamilton County, on the 3rd day of May, 1980, in Book 8,
Wellington Northeast Section Sixteen plat approved by the Noblesville City Plan Commission and Noblesville Planning and Zoning on the 11th day of April, 1988, recorded in the Recorder’s Office of Hamilton County, Indiana on the 15th day of April, 1988 in Book 15, Page 78.

Wellington Northeast Section Twenty-one plat approved by Noblesville City Plan Commission and Noblesville Planning and Zoning on the 12th day of December, 1988, recorded in the Recorder’s Office of Hamilton County, on the ______ day of December, 1988 in Plat Book 16, PAGE 105.

Wellington Northeast by Wethe Engineers, Inc. recorded on the 18th day of June, 1985, Instrument No. 85 8141, a Certificate of Correction as to Drain and Utility Easements on Section 12.

Section Twelve of Wellington Northeast plat, regulations and covenants was recorded in Plat Book 11, Pages 153-155.

That Wellington Northeast Neighborhood Association amends its original rules, regulations and covenants to include each and every developed and undeveloped sections.

These amendments apply to the Wellington Northeast Neighborhood Association covenants and restrictions and the amendments are hereby approved and adopted.

Dated this 27th day of June, 2001.

Connie Bradley
Secretary
Wellington Northeast Neighborhood Association
Attest:

Michael Magyar 29-June-2001
President
Wellington Northeast Neighborhood Association

Subscribed and Sworn to before me this 12 day of June, 2001.

Notary Public

My Commission Expires:
2-15-08; A Hamilton County Resident

This instrument prepared by
Robert C. Becker
Richards, Boje, Pickering, Benner & Becker
1312 Maple Avenue, Box 248
Noblesville, In 46060
317-773-4400
RESOLUTION OF WELLINGTON
NORTHEAST NEIGHBORHOOD ASSOCIATION
TO AMEND WELLINGTON NORTHEAST
NEIGHBORHOOD ASSOCIATION RESTRICTIVE COVENANTS

In accordance with the voting requirements set forth in the Restrictions and
Covenants pertaining to Wellington Northeast Neighborhood Association, said
Resolution is hereby enacted which amends the covenants and restrictions of
Wellington Northeast Neighborhood Association, as follows:

1. All lot owners of the real estate in the subdivision known as
Wellington Northeast are members of the Wellington Northeast
Neighborhood Association and subject to all regulations set forth in
the restrictions that run with the land contained in that subdivision.
As such members, all lot owners are required to pay the annual dues
assessed by the Association for the maintenance of common grounds
and general upkeep of the subdivision. Members may choose to pay
either General Dues or Recreational Dues.
Any delinquent dues or fines assessed against, together with interest
and other charges or costs as herein provided, shall become and
remain a lien upon that lot until paid in full, and shall also be a
personal obligation of the owner or owners of that lot. Such charge
shall bear interest at the rate of 8% per annum until paid in full. If in
the opinion of the Board of Directors of the Association, such charge
has remained due and payable for an unreasonable long period of
time, the Association may institute such procedures, either at law or
in equity, by foreclosure or otherwise, to collect the amount owing in
any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or cost, including attorney fees incurred by the Association in collecting the same. Every owner of the lot in the Association and any person that may acquire an interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist on said lot at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in Wellington Northeast subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held and covenanted to pay the association dues pursuant to the restrictive covenants in force and effect.

2. Annual dues may not be increased more than Twenty ($20.00) Dollars per year.

3. The review period by the Architectural Control Committee with regard to approval of building plans shall be for thirty (30) days or within a reasonable time frame thereafter from the submission date of any plans. The property owner may not proceed with the building until approval is granted.

4. This Amendment applies to the original plat and subdivision of the said Wellington Northeast subdivision dated the 13th day of March, 1980 and approved by the Hamilton County Commissioners and the Board of Public Works and Safety, recorded in the Recorder's Office of Hamilton County, on the 3rd day of May, 1980, in Book 8,
Wellington Northeast Section Sixteen plat approved by the Noblesville City Plan Commission and Noblesville Planning and Zoning on the 11th day of April, 1988, recorded in the Recorder's Office of Hamilton County, Indiana on the 15th day of April, 1988 in Book 15, Page 105.

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Wellington Northeast by Weihe Engineers, Inc. recorded on the 18th day of June, 1985, Instrument No. 85 8141, a Certificate of Correction as to Drain and Utility Easements on Section 12.

Section Twelve of Wellington Northeast plat, regulations and covenants was recorded in Plat Book 11, Pages 153-155

5. That Wellington Northeast Neighborhood Association amends its original rules, regulations and covenants to include each and every developed and undeveloped sections.

These amendments apply to the Wellington Northeast Neighborhood Association covenants and restrictions and the amendments are hereby approved and adopted.

Dated this 21st day of June, 2001.

Connie Bradley
Secretary
Wellington Northeast Neighborhood Association
Attest:

Michael Magary 29 June 2004

Michael Magary President
Wellington Northeast Neighborhood Association

Subscribed and Sworn to before me this 12 day of June, 2001.

Notary Public

My Commission Expires:
2-15-08; A Hamilton County Resident

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Robert C. Becker
Richards, Boje, Pickering, Benner & Becker
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