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.
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;
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").
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 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 hereby created.

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
mutually 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

Owner of Lot 36

Owner of Lot 36

Owner of Lot 37

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,
   Ind. X., 1982, Page 712, 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 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 said 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

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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

Linda Jean Holland
Owner of Lot 38

Owner of Lot 39

Owner of Lot 39

Owner of Lot 40

Owner of Lot 40

James Lempner
Owner of Lot 41

Patrick A. Auman
Owner of Lot 43

Eunice T. Auman
Owner of Lot 43

Elva S. Auman
Owner of Lot 44

Stephanie Auman
Owner of Lot 46

Owner of Lot 46

Owner of Lot 47

Owner of Lot 47

Owner of Lot 48
Stacie Schmick
Owner of Lot 49

Mark Schmick
Owner of Lot 49

Owner of Lot 50

Owner of Lot 50

Owner of Lot 51

Owner of Lot 51

Owner of Lot 52

Owner of Lot 52

Owner of Lot 53

Owner of Lot 53

Robert Badger
Owner of Lot 54

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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;

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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:

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 73-17, 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 FOURTH SECTION

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

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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.

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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 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.

[Signature]

[Signature]
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;

-7-
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 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.
Owner of Lot 106
Buddy O. White
Owner of Lot 106

Owner of Lot 107

Owner of Lot 107

Owner of Lot 108
Gayle E. Wood
Owner of Lot 108

Owner of Lot 109

Owner of Lot 109

Judy Hendley
Owner of Lot 109

Raymond Hendley
Owner of Lot 109

Order: eoigjoeih Comment:
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").

"Petition" 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.
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

\[\text{-2-}\]
Owner of Lot 110

Owner of Lot 110

Owner of Lot 111

Owner of Lot 111

Owner of Lot 112

Owner of Lot 112

Owner of Lot 113

Owner of Lot 113

Owner of Lot 114

Owner of Lot 114

Owner of Lot 115

Owner of Lot 115

Owner of Lot 116

Owner of Lot 116
Owner of Lot 112

Owner of Lot 113

Owner of Lot 114

Owner of Lot 115

Owner of Lot 116
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 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.
Michele Schieffman
Owner of Lot 127

Martha S. Key
Owner of Lot 129

Kimberly S. Curry
Owner of Lot 135

Sherry L. Little
Owner of Lot 132
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 Basement 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. Vautek

She P. Ewing

Robert B. Hamilton

Valeria V. Akers

Lawrence Jones

Donna J. Pope

Ron Dacker

Jeff Chiarello

Lot 21 Wellington North
Lot 26 Wellington North
Lot 31 Wellington North
Lot 102 Wellington North
Lot 104 Wellington North
Lot 42 Wellington North
Lot 41 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

This instrument prepared by Paul P. Black, Attorney at Law, McHale, Cook & Welch, p.c., 10th Floor Commerce Building, 520 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

Prep: J:\DOCS\Pubs\Rule 1.44685

Virginia Blair Green
Notary Public - Printed

Virginia Blair Green
Notary Public - Written
STATE OF INDIANA       
COUNTY OF (Hamilton) 

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

Dean Denhart
Marsha 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 was 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.
STATE OF INDIANA       } SS:  
COUNTY OF Hamilton       }

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

Michael D. Grammarese

Carolyn Marie 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

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

Virginia Blair Green
Notary Public - Printed

Notary Public - Written

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1100 Chamber of Commerce Building, 520 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:

Dale F. Jones  
Lot 10 Wellington North

Ray Bledensteiner  
Lot 5 Wellington North

Nancy Kingsley  
Lot 7 Wellington North

Stephanie Potter  
Lot 3 Wellington North

Marshall Noel  
Lot 20 Wellington North

Alex Cunion  
Lot #2 Wellington North

Annette Cunion  
Lot #2 Wellington North

Sara Smithwood  
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.
STATE OF INDIANA  
COUNTY OF Hamilton  

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

Stephanie Amsel

Rick Amsel

Gloria Borch

John Green, Jr.

Mark Safranek

Lot 46 Wellington North
Lot 46 Wellington North
Lot 76 Wellington North
Lot 10 Wellington North
Lot 49 Wellington North
Lot 2 Wellington North
Lot 2 Wellington North
Lot 2 Wellington North
Lot 2 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 13 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.

999999 PR3 J:\DOCS\PRPUL\YMR1 64885
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 J. Retle  
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 86 Wellington North  
Lot 9 Wellington North  
Lot 9 Wellington North  
Lot 8 Wellington North  
Lot 109 Wellington North  
Lot 135 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) 634-7588.

999999 989 3A2C1/PRP/PUBL/MNT_1 44535
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

CATHY McKiernan

Lot 2 Wellington North
Lot 2 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., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7539.

999999 PRB J:\DOCS\FRB\PUBL\MT\_ 44885

2 4
STATE OF INDIANA )
COUNTY OF Hamilton )

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

Mike Kovan

Pete Michels

Ashok Sethi

Nancy Kovan

Lot 27 Wellington North

Lot 27 Wellington North

Lot 23 Wellington North

Lot 21 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 26 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:

Davina G. Hahn ____________________________  Lot 115 Wellington North

Deborah K. Hahn ____________________________  Lot 113 Wellington North

Lorena K. Harvey ____________________________  Lot 120 Wellington North

Martha M. Kay ____________________________  Lot 12A Wellington North

John H. Kerigan ____________________________  Lot 151 Wellington North

Carol A. Kerigan ____________________________  Lot 151 Wellington North

Richard A. Neal ____________________________  Lot 15 Wellington North

Mary S. Neal ____________________________  Lot 15 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.

999999 PRB 1\DOCS\PRB\PUBLIC\1NT_1 44885

\}
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 Kleopstein

Lot 38 Wellington North
Lot 44 Wellington North
Lot 42 Wellington North
Lot 43 Wellington North
Lot 44 Wellington North
Lot 45 Wellington North
Lot 45 Wellington North
Lot 47 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
Virginia Blair Green
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.
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
Penny Rappaport
Barbara Rappaport
Sawell G. Phillips
Paul Swauger

Lot 48 Wellington North
Lot 53 Wellington North
Lot 54 Wellington North
Lot 54 Wellington North
Lot 45 Wellington North
Lot 45 Wellington North
Lot 46 Wellington North
Lot 51 Wellington North
Lot 57 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

Virginia Blair Order
Notary Public - Printed

STATE OF INDIANA } ) SS: 
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
Lawrence 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 27 Wellington North
Lot 28 Wellington North
Lot 29 Wellington North
Lot 30 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

Notary Public - Written
Virginia B. Green
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, P.C., 1633 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

9999999 998 1DOC5P88PUBLIVN 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
Joni Brandenstein
Jane Black
Paul R. Black
Laura Chappell
Sue J. Smith
Rheesa 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 26th day of March, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

Notary Public - Written

Virginia Blair Green
Notary Public - Printed

This instrument was prepared by Paul R. Black, Attorney at Law, McAuley, 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:

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

Lot 10 Wellington North  
Lot 10 Wellington North  
Lot 36 Wellington North  
Lot 36 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

Notary Public - Written

My County of Residence: Hamilton

Notary Public - Printed

Printed Name: Virginia Blair Bourke

This act is performed 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:

Stacie Safarnek  

Lot #4 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  

Notary Public - Writen  
Notary Public - Printed

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.

999999 PRE JSPDOCVERPLPENLVHJ_1 443885
STATE OF INDIANA  )
COUNTY OF Hamilton  )

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

William Schleifer
Sheela H. Thil
Learne Graham
Gary Graham
Michael Reiner

Lot 122 Wellington North
Lot 123 Wellington North
Lot 124 Wellington North
Lot 125 Wellington North
Lot 126 Wellington North
Lot 127 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:

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.

959999 PRS JAMOC5AP80WVHLVRM_1 448885
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 13 Wellington North
Lot 113 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 8th day of April, 1996.

My Commission Expires: 9-1-96

My County of Residence: Hamilton

Laurie E. Hurst
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.

99999999 998 7220218833WELLELLI_1 44585
STATE OF INDIANA   )
COUNTY OF Hamilton)

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 47 Wellington North
Robert Sadler            Lot 46 Wellington North
Kathy Powell              Lot 2 Wellington North
Steven Powell             Lot 3 Wellington North
Rhonda Kistfanstein      Lot 27 Wellington North
Mark E. Coverdale, Jr.   Lot 25 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

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

This instrument prepared by Paul R. Black, Attorney at Law, McBale, Cook & Welch, p.c.,
1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204,
(317) 634-7306.
STATE OF INDIANA  
COUNTY OF HAMPTON  

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

Jay Monke  
Joanne Mason Wells  
Steve Sheetz  
Dwain Perry  
Duane Kingery  
Verna Green  
Emily Shulte  
Wayne Cole  
Lot 1.2 Wellington North  
Lot 1.4 Wellington North  
Lot 65 Wellington North  
Lot 87 Wellington North  
Lot 71 Wellington North  
Lot 7 Wellington North  
Lot 6 Wellington North  
Lot 67 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 24 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.

999999 REV:1 DOC:PREPUBL/MEM-1 4-885
STATE OF INDIANA }  SS:
COUNTY OF [Handwritten]

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

Kevin Skaunica
James Wiloken
Lawrence Wiloken
Robert Schindelke
Artie Roper
Lynn Pamel
Donald Pooley
Michael Luidlid

Lot 43 Wellington North
Lot 44 Wellington North
Lot 45 Wellington North
Lot 46 Wellington North
Lot 47 Wellington North
Lot 105 Wellington North
Lot 116 Wellington North
Lot 132 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 June, 1996.

My Commission Expires:

1999

Notary Public - Signed

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  
COUNTY OF Hamilton 

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

Clarence Edmonds

Lenn Beckie

William Oer

Patricia Gusky

Paul Kuczmak

Roy J. Stavrakas

Leslie R. DePere

Brent Varian

Lot 62 Wellington North
Lot 61 Wellington North
Lot 60 Wellington North
Lot 59 Wellington North
Lot 58 Wellington North
Lot 57 Wellington North
Lot 56 Wellington North
Lot 55 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 , 1996. 

My Commission Expires:

1999

My County of Residence:

Hamilton

This instrument prepared by Paul R. Black, Attorney at Law, McAle, 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:

Tony White

W. Ray Smith

Debra Pizziowski

Diane Kinney

Steven Caplan

Curtis Wimer

Linda Coalition

Mary Haberstroh

Lot 119 Wellington North

Lot 113 Wellington North

Lot 125 Wellington North

Lot 115 Wellington North

Lot 117 Wellington North

Lot 113 Wellington North

Lot 117 Wellington North

Lot 113 Wellington North

Lot 125 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 Country 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:

Barbara Hollingsworth  
Terence Miller  
Linda M. Miller  
Al Pustinger  
Elizabeth Pustinger  
Charles Barker  
Bradley Jones  
Paula S. Jones  

Lot 4 Wellington North  
Lot 25 Wellington North  
Lot 25 Wellington North  
Lot 25 Wellington North  
Lot 25 Wellington North  
Lot 25 Wellington North  
Lot 25 Wellington North  
Lot 25 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 2d day of April, 1996.

My Commission Expires:  
9-11-96  

My County of Residence:  
Hamilton  

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) 634-7388.
STATE OF INDIANA       )
COUNTY OF Hamilton ) SS:

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

Sue Overstreet

R. Dustan Sarraan

Lot 47 Wellington North

Lot 57 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. Mize

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

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

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. Hiltle
Laura M. Schonfeld
Wesley S. Pendergrass
Larry E. Crumpton
Bradley O. White

Lot 24 Wellington North
Lot 25 Wellington North
Lot 73 Wellington North
Lot 99 Wellington North
Lot 161 Wellington North
Lot 125 Wellington North
Lot 126 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: 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:

Kari 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

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.

999999 PAB 1996185593PUBLIHE_1 448855
STATE OF INDIANA  
COUNTY OF Hamilton

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

Martene Schleisman
Lynn A. Michels
Audrée Captain
Susan D. Cory
Trene Auda
Jeff Curry

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 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.

999999 FRA: J:DOCSVR:PUBLIC\VT_1 44885
STATE OF INDIANA  
COUNTY OF _____  

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

Naddie Jones

Lot 15 Wellington North
Lot 16 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 27 day of April, 1996.

Janet M. Bowie
Notary Public - Written

My County of Residence: Douglas  
Janet M. Bowie  
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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999999_1 052556

-10-
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  
Deanna Peksiwski  
Carolyn Barker  
Loris A. Kinney  
Jennifer L. Slaughter  
Victoria Rae Smith  

Lot 21 Wellington North  
Lot 41 Wellington North  
Lot 112 Wellington North  
Lot 51 Wellington North  
Lot 14 Wellington North  
Lot 43 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:  

Virginia Blair Green  
Notary Public - Written

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 Haberstroh
Helen R. Kluczynski
Raymond L. Gusk

Lot 123 Wellington North
Lot 63 Wellington North
Lot 126 Wellington North
Lot 67 Wellington North
Lot 14a 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:

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  )  SS:
COUNTY OF  )

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

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 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 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 18:

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 July, 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 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 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 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 Welhe 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 27th day of June, 2001.

Connie Bradley
Secretary
Wellington Northeast Neighborhood Association
Attest:

Michael Mangold 29 June 2001
Michael Mangold 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
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