



1. the undersigned, being a duly registered Land Surveyor in the S.W. 1/4 of Section 18, Township 18 North, Range 5 East, in Noblesville Township more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Sect Range 5 East; thence North 00 degrees 13 minutes 30 seconds West (as the West line of said Southwest Quarter and the East line of Wellington recorded in Plat Book 3, pages 122-124, in the Office of the Recorder 1015.52 feet to the Northeast corner of said subdivision; thence North 10 degrees 52 minutes 28 seconds East 442.28 feet; thence South 00 degrees 40 minutes 58 seconds South 77 degrees 17 minutes 10 seconds West 110.00 feet; thence South 28 degrees East 193.54 feet; thence South 28 degrees 21 minutes 31 seconds on a curve with a radius of 700.00 feet, the radius point of which bears 31 seconds East from said point; thence North 88 degrees 05 minutes 14 seconds East from said point; thence North 25 degrees 05 minutes 14 seconds West from the same point; thence South 25 degrees 05 minutes 14 seconds East 169.27 feet; thence North 25 degrees East 33.56 feet; thence South 00 degrees 40 minutes 58 seconds to the South line of said Southwest Quarter; thence South 89 degrees 19 on and along aforesaid South line 570.40 feet to the place of beginning, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 16 lots, numbered from 69 to 84, both shown hereon, the size of lots and width of streets are shown in figures parts thereof.

Witness my signature this 21st day of June, 1971.

COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 114-ACTS OF 1947, EN ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY ORDNANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE

ADOPTED BY THE CITY PLAN COMMISSION AT A MEETING HELD

NOBLESVILLE CITY PLAN COMMISSION

[Signature]
President - D. F. Featherley

[Signature]
Secretary - Wallace

COUNTY COMMISSIONERS' CERTIFICATE:
UNDER AUTHORITY PROVIDED BY CHAPTER 47, ACTS OF 1951, OF OF THE STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING

[Signature]
Roy Davis

[Signature]
Gerald W. Landes

[Signature]
M. V. H. Featherston, Clerk

RECEIVED
AT 8:140
BOOK #
RECORDED

OC

The undersigned, WEHRE DEVELOPMENT CORP., by Allan H. Wehse, President, and Joyce M. Wehse, Secretary, of Hamilton County in the State of Indiana, being the owners of record of all of the above described tract of land, hereby lay off, plat, and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

The within plat shall be known and designated as WELINGTON HEIGHTS, FIFTH SECTION, a subdivision in Hamilton County, State of Indiana.

All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architectural and appearance of such residence.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the Architectural Control Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision shall exceed 2 1/2 stories or 28 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation by the Architectural Control Committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility strips shown on the within plat are reserved as easements for use of city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires, and other facilities and utilities necessary or incidental to the comfort, welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth herein, and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

The drainage easements shown on the within plat are reserved for the drainage of storm, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or culverts shall be erected in, on, over, under, or across any such easement, except that a utility strip, and structures permitted in a utility strip may be erected thereon, provided such structures are not subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made for drainage to continue without restriction or reduction, across the downstream lot and into the street, course, even though no specific drainage easement for such flow of water is provided on such lot.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot in this subdivision or other household pets may be kept, provided that they are not kept, bred, or maintained on any lot in this subdivision.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner neglect to do so, the developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall be liable to reimburse the developer for the expense incurred in so doing.

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

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, and shall not be kept, except in sanitary containers.

The right to enforce the within restrictions, limitations, and covenants by injunction is reserved to the owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such an injunction to show any damage of any kind to any such owner or owners, by or through any such violation of the within restrictions, limitations, and covenants, or by or through any such violation after unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision, the covenants in whole or in part, invalidation of any one of these covenants by judgment shall have no wise effect any of the other provisions which shall remain in full force and effect.

Witness our signatures this 4th day of September, 1977.
Allan H. Wehse, President
Joyce M. Wehse, Secretary

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

Before me the undersigned, a Notary Public in and for said County and State, personally appeared by Allan H. Wehse and Joyce M. Wehse, who acknowledged the execution of the foregoing instrument and declared for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 4th day of SEPTEMBER, 1977.
My Commission Expires MARCH 12 1978
Joyce M. Wehse
Notary Public