

Wellington North – A Great Place To Live

Wellington North Facts

Wellington North Civic Association was founded in 1975 and is still going strong!!!

A total of 135 homes

Two (2) lighted tennis courts

A guarded, heated pool (dimensions of 20' x 60'), a baby pool and a bathhouse
Well-kept grounds with playground facilities, basketball goals, picnic tables and volleyball net

Active Homeowners' Association

Several Social Activities - including 4th of July Parade/picnic, pool parties, outings, etc.

Membership in the Association is mandatory.

As a member, you may:

1. Attend monthly meetings, annual meetings, vote on dues and budgets, and elect officers.
2. Have use of the pool, as well as, rent the pool for private parties.
3. Have use of the tennis courts.
4. Have use of playground, basketball goals, picnic tables, etc. at the park area.
5. Participate in all social events.
6. Receive an annual neighborhood directory, as well as, monthly newsletters.
7. Serve as an elected officer or in any one of the other volunteer positions available.

As a member, you are responsible to pay annual dues in the amount of \$500, due May 1st of every year. These dues pay for the following expenses:

1. General maintenance of the entrances.
2. Electricity for the entrance lights and Recreational Areas.
3. Mowing the Recreational Area and along Allisonville Road.
4. Printing the monthly newsletter and annual directory.
5. Subsidizing the WNCA social events.
6. Maintenance of the Recreational Area, including the parking lot, pool and tennis courts.
7. Capital improvements to the common area, entrances, pool, pool house and tennis courts.

We have a very active membership and we all believe our involvement helps enhance the property values and the quality of life in this neighborhood.

If you have any questions about the above, or about the neighborhood, please call one of the officers listed in the newsletter or on the WNCA website.

Wellington North Covenants

The undersigned, WEIHE DEVELOPMENT CORP., by Allan H. Weihe, President, and Joyce M. Weihe, 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 WELLINGTON NORTH (sections 1-4), 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 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, not less than one thousand (1000) 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 livable floor area. All garages shall be attached to the residence dwelling and be 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 _ stories or 25 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 plans, 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 easements shown on the within Plat are reserved as easements for use of city or county in which this subdivision is located, Owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires, and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth, herein, and Owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

All lot Owners will be required to install, or have installed, at least one gas or electric “dusk to dawn” yard light in the front.

The drainage easements shown on the within Plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility strip, and structures permitted in a utility strip may be erected therein provide that they do not interfere with the flow of water. Owners in this subdivision shall take their title to the land contained in such drainage easement subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot

and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said Plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

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

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

It is further understood and agreed that pursuant to Burns Indiana Statute Section 48-3963 that as part of the consideration running to the City of Noblesville the developer herein irrevocably releases its right and the right of its successors in title to remonstrate against pending or future annexation to the City of Noblesville.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to Owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show and damage of any kind to any such owner or Owners, by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this Plat, and thereafter unless and until by a vote of the then Owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(Above covenants copied from the original instrument prepared by Allan H. Weihe on September 18, 1972.)

**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH FIRST SECTION**
(March 2002)

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”), this _____ day of _____, 1995, as follows:

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

6. Therefore, the Owners declare that the Real Estate is and shall be held, transferred, encumbered, and occupied subject to the provisions hereof, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots situated therein. All present and future Owners of the Real Estate, and other persons claiming by, through or under them, hereinafter shall be subject to and shall comply with the provisions hereof. The acceptance of a deed of conveyance, the act of occupancy, or the execution of a contract for the purchase of any lot in the Real Estate conclusively shall be deemed to constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.
7. This Declaration shall run with and bind the Real Estate for a term of twenty (20) years from the date hereof, after which time it automatically shall be extended for successive periods of ten (10) years each, unless, at any time, by vote of two-thirds (2/3) of the Owners in the Real Estate it is agreed to change this Declaration in whole or in part, or terminate the same, provided that all Reciprocal Declarations are similarly then changed to continue to be substantively alike and reciprocal. The failure or delay at any time of WNCA to enforce this Declaration shall not be deemed a waiver of the same or the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.
8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.
9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective Owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.

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

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

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

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

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

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

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

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

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

**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:

1. “Lot” means any numbered parcel of land shown and identified as a lot on any Plat of any or part of the Development.
2. 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.
3. “Reciprocal Declarations: mean those affecting the other Sections of the Development containing the substantive provisions of this Declaration.
4. “Development” shall mean all of the lots in the Plats identified in Exhibit A hereto.
5. “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”).
6. “Ballot” shall mean a written Ballot signed by the Owner of a lot in the Development cast at a meeting of WNCA.