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MARY L CLARK
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Vol. 0 Page 0

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

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**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH FIRST SECTION**

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

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

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

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

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

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

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

provisions of this Declaration are accepted and ratified by such owner, tenant or occupant, and that he and his heirs, personal representatives, successors and assigns covenant, agree and consent to keep, observe and comply with and perform the covenants and provisions of this Declaration, and that all such provisions shall be covenants running with the land and shall bind any person having any interest or estate in a lot in the Real Estate, all as though such provisions were set forth at length in each and every deed, conveyance, mortgage or lease thereof.

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

8. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and each shall be enforceable to the greatest extent permitted by law.

9. Notwithstanding any other provisions hereof, this Declaration shall bind the lots of the Owners of the Real Estate if, but only if, the Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana; provided that, this Declaration will not be recorded and will not become effective unless and until the respective owners of at least two-thirds of the lots in the Development agree to these provisions by executing and recording this or Reciprocal Declarations, or by executing written Ballots affirming their vote and consent to the provisions hereof, and to the affixation of such executed Ballots to this or Reciprocal Declarations for the purpose of recording such instruments in the Office of the Recorder of Hamilton County, Indiana.

Owner of Lot 1

Owner of Lot 1

[Signature]
Owner of Lot 2

[Signature]
Owner of Lot 2

[Signature]
Owner of Lot 3
[Signature]
Owner of Lot 3

[Signature]
Owner of Lot 4

[Signature]
Owner of Lot 4

[Signature]
Owner of Lot 5

[Signature]
Owner of Lot 5

[Signature]
Owner of Lot 6

[Signature]
Owner of Lot 6

[Signature]
Owner of Lot 7

[Signature]
Owner of Lot 7

[Signature]
Owner of Lot 8

[Signature]
Owner of Lot 8

[Signature]
Owner of Lot 9

[Signature]
Owner of Lot 9

Owner of Lot 10

Owner of Lot 10

Owner of Lot 11

Owner of Lot 11

Owner of Lot 12

Owner of Lot 12

Owner of Lot 13

Owner of Lot 13

Owner of Lot 14

Owner of Lot 14

Richard A. Neal
Owner of Lot 15

Henry S. Neal
Owner of Lot 15

Sara Smallwood
Owner of Lot 16

Owner of Lot 16

[Signature]
Owner of Lot 17

[Signature]
Owner of Lot 17

Owner of Lot 18

[Signature]
Owner of Lot 18

[Signature]
Owner of Lot 19

[Signature]
Owner of Lot 19

[Signature]
Owner of Lot 20

[Signature]
Owner of Lot 20

[Signature]
Owner of Lot 21

[Signature]
Owner of Lot 21

[Signature]
Owner of Lot 22

[Signature]
Owner of Lot 22

Owner of Lot 23

Owner of Lot 23

Owner of Lot 24

Owner of Lot 24

Thomas F. Hill
Owner of Lot 25

Linda M. Medler
Owner of Lot 25

John M. Hill
Owner of Lot 26

Lisa R. Lundy
Owner of Lot 26

Owner of Lot 27

Owner of Lot 27

Owner of Lot 28

Owner of Lot 28

Robert Sadler
Owner of Lot 29

Marian F. Sadler
Owner of Lot 29

Owner of Lot 30

Owner of Lot 30

Samuel R. Hamilton
Owner of Lot 31

Robert R. Hamilton
Owner of Lot 31

Joseph C. Ruda
Owner of Lot 32

James R. Ruda
Owner of Lot 32

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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;

**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 SECOND SECTION**

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

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

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

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

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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

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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.

Owner of Lot 33

Owner of Lot 33

Owner of Lot 34

Owner of Lot 34

Owner of Lot 35

Owner of Lot 35

Charles A. Inde
Owner of Lot 36

Linda C. Inde
Owner of Lot 36

James A. Day
Owner of Lot 37

Karen A. Day
Owner of Lot 37

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Owner of Lot 33

Owner of Lot 33

Owner of Lot 34

Owner of Lot 34

Michael J. Starnes

Owner of Lot 35

Michael J. Starnes

Owner of Lot 35

Owner of Lot 36

Owner of Lot 36

Owner of Lot 37

Owner of Lot 37

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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;

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 1, Page 73, which is owned and maintained by Wellington North Civic Association, Inc. ("WNCA").

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

**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.

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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, 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

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.

Charlotte 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

Tommy L. Korman Lot 41
Owner of Lot 41

William L. Cook
Owner of Lot 42

Patricia A. Queman Lot 43
Owner of Lot 43

Ernest E. Queman
Owner of Lot 43

Quent
Owner of Lot 44

Shirley Jones
Owner of Lot 44

Reba J. ...
Owner of Lot 45

Marcia ...
Owner of Lot 45

Stephanie ...
Owner of Lot 46

...
Owner of Lot 46

James ...
Owner of Lot 47

Kenneth ...
Owner of Lot 47

Dawn ...
Owner of Lot 48

...
Owner of Lot 48

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1 Steve Skanek
Owner of Lot 49

1 Max Skanek
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

1 Tom Thull
Owner of Lot 53

1 J. Thull
Owner of Lot 53

1 Robert P. Baker
Owner of Lot 54

1 David A. Baker
Owner of Lot 54

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

As used herein, the following definitions apply:

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

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

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

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

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

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

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**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH 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.

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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.

3.5

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.

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Owner of Lot 55

Owner of Lot 55

Allen Parker
Owner of Lot 56

Allen Parker
Owner of Lot 56

James H. ...
Owner of Lot 57

Owner of Lot 57

Owner of Lot 58

Owner of Lot 58

Owner of Lot 59

Owner of Lot 59

Luane Edmondson
Owner of Lot 60

Owner of Lot 60

Ellen Decker
Owner of Lot 61

...
Owner of Lot 61

Owner of Lot 62

Owner of Lot 62

...
Owner of Lot 63

...
Owner of Lot 63

...
Owner of Lot 64

Owner of Lot 64

...
Owner of Lot 65

Emily Shultz
Owner of Lot 65

...
Owner of Lot 66

...
Owner of Lot 66

✓ Michael H. Glass
Owner of Lot 67

✓ Maizick A. Glass
Owner of Lot 67

✓ William G. Orr
Owner of Lot 68

✓ Susan D Orr
Owner of Lot 68

Heleak Klucynski
Owner of Lot 69

✓ Pat Gil
Owner of Lot 69

✓ Jessamyn ...
Owner of Lot 70

Owner of Lot 70

Walter ...
Owner of Lot 71

Nancy ...
Owner of Lot 71

Owner of Lot 72

Owner of Lot 72

✓ Leon ...
Owner of Lot 73

✓ Barbara ...
Owner of Lot 73

Owner of Lot 74

Owner of Lot 74

Owner of Lot 75

Owner of Lot 75

✓ Patricia ...
Owner of Lot 76

✓ Raymond L. ...
Owner of Lot 76

✓ Pat ...
Owner of Lot 77

✓ Sydney M. ...
Owner of Lot 77

✓ W. M. ...
Owner of Lot 78

✓ Michael M. ...
Owner of Lot 78

✓ John ...
Owner of Lot 79

✓ Dorinda K. ...
Owner of Lot 79

Owner of Lot 80

Owner of Lot 80

Bob [unclear]
Owner of Lot 81

Carol L. [unclear]
Owner of Lot 81

David [unclear]
Owner of Lot 82

Rhonda [unclear]
Owner of Lot 82

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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;

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

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

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

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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

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**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.

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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, 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.

Bill Coe
Owner of Lot 83

Maena Lethu
Owner of Lot 83

Owner of Lot 84

Owner of Lot 84

Barbara A. Rappoport
Owner of Lot 85

Julia Phillips
Owner of Lot 86

Lisa Phillips
Owner of Lot 86

Susan Swager
Owner of Lot 87

Susan Swager
Owner of Lot 87

Paul Jones
Owner of Lot 88

Paul Jones
Owner of Lot 88

Mark Barker
Owner of Lot 89

Carolyn Barker
Owner of Lot 89

Owner of Lot 90

Owner of Lot 90

Carol Barker
Owner of Lot 91

Susan K Barker
Owner of Lot 91

Owner of Lot 92

Owner of Lot 92

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

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

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

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

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

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

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

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

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

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

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

As used herein, the following definitions apply:

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

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

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

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

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

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

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**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH 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.

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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 tentively 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.

Karin Slaughter
Owner of Lot 93

Jennifer L. Slaughter
Owner of Lot 93

Owner of Lot 94

Owner of Lot 94

Gloria Reesch
Owner of Lot 95

Owner of Lot 95

Kara J. Walden
Owner of Lot 96

Kara J. Walden
Owner of Lot 96

Owner of Lot 97

Owner of Lot 97

Laura M. Schuf
Owner of Lot 98

Laura M. Schuf
Owner of Lot 98

Owner of Lot 99

Owner of Lot 99

Owner of Lot 100

Owner of Lot 100

Owner of Lot 101

Owner of Lot 101

Valerie M. Chene
Owner of Lot 102

Owner of Lot 102

Owner of Lot 103

Owner of Lot 103

Dale E. Jones
Owner of Lot 104

Dale E. Jones
Owner of Lot 104

Christine A. Botte
Owner of Lot 105

Christine A. Botte
Owner of Lot 105

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Sam L. White
Owner of Lot 106
Bradley O. White
Owner of Lot 106

Owner of Lot 107

Owner of Lot 107

Jesse E. Wood
Owner of Lot 108
Forbes Wood
Owner of Lot 108

Judy Henderson
Owner of Lot 109
Wesley Robinson
Owner of Lot 109

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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;

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

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

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

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

As used herein, the following definitions apply:

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

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

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

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

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

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

**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH SEVENTH SECTION**

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

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

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

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

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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

Wesley W. Smith
Owner of Lot 110

Victoria Rae Smith
Owner of Lot 110

Owner of Lot 116

Owner of Lot 116

Owner of Lot 111

Owner of Lot 111

Albert J. Pyszczkowski
Owner of Lot 112

Denise Pyszczkowski
Owner of Lot 112

David B. Hill
Owner of Lot 113

Deborah K. Hill
Owner of Lot 113

James A. Kinney
Owner of Lot 114

Gay A. Kinney
Owner of Lot 114

David A. Kinney
Owner of Lot 115

Debbie DeWitt
Owner of Lot 115

Wanda W. Smith

Owner of Lot 110

Victoria Rae Smith

Owner of Lot 110

Owner of Lot 116

Owner of Lot 116

Walter E. Jones

Owner of Lot 111

Eschyn J. Jones

Owner of Lot 111

Robert Eugene Damski

Owner of Lot 112

Owner of Lot 112

David B. Hall

Owner of Lot 113

Deborah K. Hall

Owner of Lot 113

James L. Kinney

Owner of Lot 114

Owner of Lot 114

Marie A. Willette

Owner of Lot 115

Robert D. Willette

Owner of Lot 115

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

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

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

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

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

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

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

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

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

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

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

As used herein, the following definitions apply:

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

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

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

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

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

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

**ADDENDUM TO
THE DECLARATION OF
COVENANTS AND RESTRICTIONS
OF WELLINGTON NORTH 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.

Steven K. Captain
Owner of Lot 117

Carol Ann Captain
Owner of Lot 117

Annnette F. Cannon
Owner of Lot 118

Al K.
Owner of Lot 118

Owner of Lot 119

Owner of Lot 119

Owner of Lot 120

Owner of Lot 120

Owner of Lot 121

Owner of Lot 121

Owner of Lot 122

Owner of Lot 122

Charles W. W. W.
Owner of Lot 123

David W. W.
Owner of Lot 123

Owner of Lot 124

Owner of Lot 124

Henry Conditto
Owner of Lot 125

Henry E. Conditto
Owner of Lot 125

Mark W. Haberstroh
Owner of Lot 126

Sharon A. Haberstroh
Owner of Lot 126

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William Schiefman
Owner of Lot 127
Marlene Schiefman
Owner of Lot 127
James H. Harshey
Owner of Lot 128

Owner of Lot 128

Martha M Kay
Owner of Lot 129
Frank W. Kay
Owner of Lot 129

Robert T. Anderson
Owner of Lot 130
K. J. K. D. ...
Owner of Lot 130

John H. Ferrigan
Owner of Lot 131
Carol A. Ferrigan
Owner of Lot 131

Shirley B. Hittle
Owner of Lot 132
John D. Hittle
Owner of Lot 132

Thomas J. ...
Owner of Lot 133
John J. ...
Owner of Lot 133
John D. ...
Owner of Lot 134
Karen Bowen
Owner of Lot 134

Kindred & Curry
Owner of Lot 135
Kindred & Curry
Owner of Lot 135

**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;

75

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 of the development of WNCA.

77

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. Vautaw

Lot 81 Wellington North

Sue R. Ewing

Lot 26 Wellington North

Robert B. Hamilton

Lot 31 Wellington North

Valeria V. Akers

Lot 102 Wellington North

Laurel L. Jones

Lot 104 Wellington North

Donna L. Pope

Lot 2 Wellington North

Eric Decker

Lot 61 Wellington North

JEFF Chianello

Lot 53 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 April, 1996.

My Commission Expires:

11-1-96

Virginia Blair Green
Notary Public - Written

My County of Residence:

HAMILTON

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

999999 PRE J:\ADCS\PRB\PUBLIC\TNT_1 44885

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Dean Denhart

Lot 73 Wellington North

Marsha Denhart

Lot 73 Wellington North

Shirley Jones

Lot 44 Wellington North

Stephen K. Dennison

Lot 150 Wellington North

Karen K. Dennison

Lot 30 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 14 day of April, 1996.

My Commission Expires:

9-11-96

My County of Residence:

Hamilton

Laurie E. Hurs
Notary Public - Written

Laurie E. Hurs
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1169 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 634-7588.

999999 PRB J:\DOCS\PRB\PUBL\YWD_1 45242

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Michael D. Grammarese

Lot 35 Wellington North

Carolyn Marie Grammarese

Lot 35 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, 1996.

My Commission Expires:

11-1-96

Virginia Blair Green
Notary Public - Written

My County of Residence:

Hamilton

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

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.. 3

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

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

DALE E. JONES

Lot 104 Wellington North

Roy BREIDENSTEINER

Lot 5 Wellington North

Nancy Kingery

Lot 7 Wellington North

Stephanie Potter

Lot 8 Wellington North

MARSHALL NOEL

Lot 30 Wellington North

Alex Cunion

Lot 108 Wellington North

ANNETTE Cunion

Lot 108 Wellington North

SARA Smallwood

Lot 10 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

Virginia Blair Green
Notary Public - Written

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

999999 PRB 1:\DOCS\PRB\PUBL\TMT_1 44885

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Stephanie Arnett

Lot 46 Wellington North

Rick Arnett

Lot 46 Wellington North

Gloria Boesch

Lot 75 Wellington North

John Green, Jr.

Lot 10 Wellington North

Mark Safranek

Lot 49 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 13 day of April, 1996.

My Commission Expires:

11-1-96

Virginia Blair Green
Notary Public - Written

My County of Residence:

HAMILTON

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

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71 <

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

GORDON PAUL MILLER

Lot 79 Wellington North

DAVID J. ROTTE

Lot 105 Wellington North

LISA L. PHILLIPS

Lot 86 Wellington North

GERALD R. HOLK

Lot 9 Wellington North

DIANA HOLLE

Lot 9 Wellington North

JEFFERY A. POTTER

Lot 8 Wellington North

JUDY PENDERGRASS

Lot 109 Wellington North

KIMBERLY S. CURRY

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

Virginia Blair Green
Notary Public - Written

My County of Residence:

HAMILTON

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

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83

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

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

MICHAEL M McKIERNAN

Lot 28 Wellington North

CAROL McKIERNAN

Lot 28 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

Virginia Blair Green
Notary Public - Written

My County of Residence:
HAMILTON

VIRGINIA Blair Green
Notary Public - Printed

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

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84

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

MIKE KRAK

Lot 71 Wellington North

PEPE MICHELS

Lot 77 Wellington North

ASHOK SETHI

Lot 83 Wellington North

Nancy Kovac

Lot 71 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

Virginia Blair Green
Notary Public - Written

My County of Residence:

HAMILTON

Virginia Blair Green
Notary Public - Printed

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

999999 PRB J:\DOCS\PRB\PUBL\NYT_1 44885

85

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

David G. Hahn

Lot 112 Wellington North

Deborah K. Hahn

Lot 113 Wellington North

Lorena K. Harvey

Lot 128 Wellington North

MARtha M Kay

Lot 129 Wellington North

JOHN H. Kerrigan

Lot 131 Wellington North

Carol A. Kerrigan

Lot 131 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 9th day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

HAMILTON

Virginia Blaire Green
Notary Public - Written

Virginia Blaire Green
Notary Public - Printed

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

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86

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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
Lancia Cassidy
James Klopfonstein

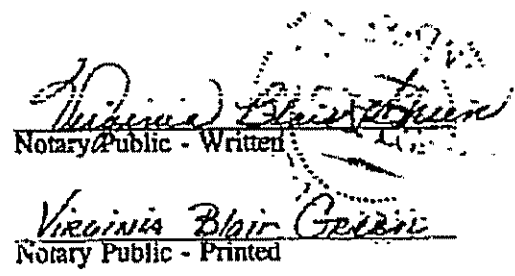
Lot 38 Wellington North
Lot 41 Wellington North
Lot 42 Wellington North
Lot 43 Wellington North
Lot 43 Wellington North
Lot 45 Wellington North
Lot 45 Wellington North
Lot 47 Wellington North

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 Gordin
Notary Public - Printed

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

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8

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

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

Laurie E. Hurst

Lot 48 Wellington North

Leona Chianello

Lot 53 Wellington North

Robert P. Barker

Lot 54 Wellington North

Judith A. Barker

Lot 54 Wellington North

Bonny Rappoport

Lot 85 Wellington North

Barbara Rappoport

Lot 85 Wellington North

Eunell G. Phillips

Lot 86 Wellington North

Paul Swanger

Lot 87 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 Gorden
Notary Public - Written

Virginia Blair Gorden
Notary Public - Printed

This instrument prepared by Tom 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 J:\DOCS\PRB\Publ\YMT_1 44885

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

Lot 20 Wellington North

Robert W. Miles

Lot 21 Wellington North

Paula B. Hamilton

Lot 31 Wellington North

Joseph C. Ruda

Lot 32 Wellington North

Thom J. EWING

Lot 26 Wellington North

James O. Day

Lot 37 Wellington North

Spencer A. Day

Lot 37 Wellington North

Charles L. Holland

Lot 38 Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 26th day of March, 1996.

My Commission Expires:

11.1.96

My County of Residence:

HAMILTON

Virginia Blair
Notary Public - Written

Virginia Blair
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 PRB J:\DOCS\PRBL\PUBLIC\MC_1 45228

50

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

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

DONALD W. POPE

Lot 2 Wellington North

RICHARD HOLLINGSWORTH

Lot 4 Wellington North

Janet Bredensteiner

Lot 5 Wellington North

Jane Black

Lot 17 Wellington North

Paul R. Black

Lot 17 Wellington North

Laura Chappell

Lot 18 Wellington North

SUE J. SMITH

Lot 19 Wellington North

RICHARD C. SMITH

Lot 19 Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 26 day of March, 1996.

My Commission Expires:

11-1-96

My County of Residence:

HAMILTON

Virginia Blaise Green
Notary Public - Written

VIRGINIA BLAISE GREEN
Notary Public - Printed

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

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10

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Joyce E. Wood

Lot 108 Wellington North

Terry Wood

Lot 108 Wellington North

Charles H. FONDE

Lot 36 Wellington North

Linda C. FONDE

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

Virginia Blaine Green
Notary Public - Written

My County of Residence:
Hamilton

VIRGINIA Blaine Green
Notary Public - Printed

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

999999 PAB J:\DOCS\PRIV\PUBL\YNT_1 44885

9

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Stacie Safranek

Lot 119 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

Virginia Blair Green
Notary Public - Written

VIRGINIA BLAIR GREEN
Notary Public - Printed

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

999999 PRB J:\DOCS\PRB\PUBL\YHT_1 44885

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

William Schreffler

Lot 127 Wellington North

Sherry H. Tite

Lot 132 Wellington North

Loraine Graham

Lot 133 Wellington North

Greg Graham

Lot 135 Wellington North

Michael Bowen

Lot 141 Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 26 day of March, 1996.

My Commission Expires.

1999

Mike Van
Notary Public - Written

My County of Residence:

HAMILTON

Mike Koval
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 PRS J:\DOCS\PRB\09B1\YMT_1 44885

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

Lot 115 Wellington North

Debbie DeWitte

Lot 115 Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 8th day of April, 1996.

My Commission Expires:
9-11-96

Laurie E. Hurst
Notary Public - Written

My County of Residence:
Hamilton

Laurie E. Hurst
Notary Public - Printed

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

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STATE OF INDIANA)
) SS:
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

Marcia F. Sadler

Lot 27 Wellington North

Robert Sadler

Lot 21 Wellington North

Kathy Powell

Lot 3 Wellington North

Steven Powell

Lot 3 Wellington North

Rhonda Klappenstein

Lot 47 Wellington North

Mark E. Coverdale Jr.

Lot 23 Wellington North

Mary Anne Coverdale

Lot 22 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

Laurie E. Hurst
Notary Public - Printed

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

999999 PRB J:\DOCS\PRB\Publ\YNT_1 44885

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Jay Monke

Lot 43 Wellington North

Jeanne Hanes Walters

Lot 44 Wellington North

Steve Skelton

Lot 45 Wellington North

Dread Perry

Lot 91 Wellington North

Duane Kingery

Lot 7 Wellington North

Virginia Green

Lot 6 Wellington North

Emily Skelton

Lot 42 Wellington North

Wayne Glover

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:

1999

of, County of Residence

Hamilton

Mike Kuvac
Notary Public - Written

M. K. Kuvac
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 FBI J:\DOCS\PRB\PUBL\YMT_1 4-885

6

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Kevin Slaughter

Lot 93 Wellington North

James Earl Owen

Lot 96 Wellington North

Loren Wilborn

Lot 96 Wellington North

Robert Schaefer

Lot 98 Wellington North

Arline Rott

Lot 105 Wellington North

Lynn Parley

Lot 56 Wellington North

Donald Parley

Lot 61 Wellington North

Michael Ludlow

Lot 51 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 March, 1996.

My Commission Expires:

1999

My County of Residence:

Hamilton

Mark Kuc
Notary Public - Written

M.K. Kuc
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) 634-7586.

999999 PRB J:\DOCS\PRB\PUBL\TME_1 44885

97

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Clarence E Omanden

Lot 60 Wellington North

Ellen Decker

Lot 61 Wellington North

William Orr

Lot 68 Wellington North

Patricia Guskaj

Lot 76 Wellington North

Paul Kuznik

Lot 69 Wellington North

Rolaj Stane HSAZ

Lot 70 Wellington North

Leslie Darringer

Lot 72 Wellington North

Bert VanJaw

Lot 81 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 11 day of March, 1996.

My Commission Expires:

1999

Mila Kozic
Notary Public - Written

My County of Residence:

Hamilton

Mila Kozic
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 FRB J:\DOCS\FRB\Publ\TNT_1 44885

28

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Tonia White

Lot 106 Wellington North

Warren Smith

Lot 107 Wellington North

Debbie PRZEMUSKI

Lot 112 Wellington North

Diane Lenny

Lot 117 Wellington North

Steven Captain

Lot 117 Wellington North

Connie Womer

Lot 123 Wellington North

Linda CRACKLTON

Lot 125 Wellington North

Mary Habmstoft

Lot 126 Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 26 day of March, 1996.

My Commission Expires:

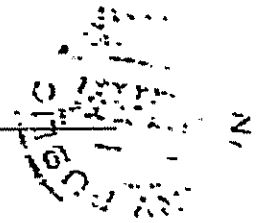
1999

My County of Residence:

HAMILTON

[Signature]
Notary Public - Written

M. G. Kovac
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 PRB J:\DCCS\PRB\PIBL\TNY_1 44525

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STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Barbara Hollingsworth

Lot 4 Wellington North

Terrence Miller

Lot 25 Wellington North

Linda M. Miller

Lot 25 Wellington North

Al Pustinger

Lot 66 Wellington North

Elizabeth Pustinger

Lot 66 Wellington North

Charles Barker

Lot 89 Wellington North

Bradley Jones

Lot 88 Wellington North

Paula S. Jones

Lot 88 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

Laurie E. Hurst
Notary Public - Printed

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

999999 PRB J:\DOCS\PRB\PCBL\YHT_1 44885

100

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

Lot 44 Wellington North

R. Dustin Sarazan

Lot 82 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

Laurie E. Norst
Notary Public - Written

my County of Residence:

Hamilton

Laurie E. Norst
Notary Public - Printed

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

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2 /

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Linda K. Miller

Lot 79 Wellington North

Richard Key

Lot 129 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

Virginia Blane Green
Notary Public - Written

My County of Residence:

Hamilton

VIRGINIA BLANE GREEN
Notary Public - Printed

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

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STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Maizie M. Glauer

Lot 74 Wellington North

Meena Sethi

Lot 83 Wellington North

Jack G. Hittle

Lot 132 Wellington North

Laura M. Schrote

Lot 98 Wellington North

Wesley S. Pendergrass

Lot 107 Wellington North

Larry E. Conkleton

Lot 125 Wellington North

Bradley D. White

Lot 106 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

Virginia Blair Green
Notary Public - Written

VIRGINIA Blair Green
Notary Public - Printed

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

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STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Karen Bowen


Lot 134 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

Virginia Blair Green
Notary Public - Written

Virginia Blair Green
Notary Public - Printed

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

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STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

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

Margene Schleifman

Lot 127 Wellington North

Lynn M. Nichols

Lot 71 Wellington North

Avelene Captain

Lot 117 Wellington North

SUSAN D. CURR

Lot 68 Wellington North

Irene Ruda

Lot 32 Wellington North

JEFF CURRY

Lot 135 Wellington North

Lot _____ Wellington North

Lot _____ Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 1st day of May, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

Virginia Blair Green
Notary Public - Written
VIRGINIA Blair Green
Notary Public - Printed

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

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STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Harold E. Jones

Evelyn J. Jones

Lot 111 Wellington North

Lot 111 Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

Lot ___ Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 27 day of April, 1996.

My Commission Expires:

Jan. 30, 1997

My County of Residence:

Daviess



Janet M. Bowie
Notary Public - Written

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) 634-7588.

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STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Phyllis Miles

Lot 21 Wellington North

Susan K. Petry

Lot 91 Wellington North

Dennis PRZBYNOWSKI

Lot 112 Wellington North

Carolyn Barker

Lot 89 Wellington North

Lois A Kirney

Lot 114 Wellington North

Jennifer L. Slaughter

Lot 93 Wellington North

Victoria Rae Smith

Lot Wellington North

Lot Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

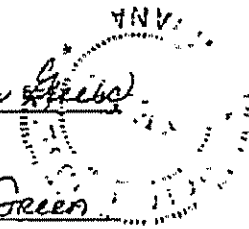
WITNESS MY HAND and Notarial Seal this 24th day of April, 1996.

My Commission Expires:

11-1-96

My County of Residence:

Hamilton

Virginia Blair Green
Notary Public - Written

VIRGINIA Blair Green
Notary Public - Printed

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

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17

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

David W. Womer

Lot 123 Wellington North

Paul Monke

Lot 63 Wellington North

Shanon L. Haberstroh

Lot 126 Wellington North

Helen B. Klaczniak

Lot 67 Wellington North

Raymond L. Gusk

Lot 16 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

Virginia Blair Green
Notary Public - Written

My County of Residence:

Hamilton

Virginia Blair Green
Notary Public - Printed

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

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STATE OF INDIANA)
COUNTY OF Hamilton) SS:

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

Susan Swauger

Lot 27 Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North
Lot ___ Wellington North

who, having been duly sworn, acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

WITNESS MY HAND and Notarial Seal this 28th day of April, 1996.

My Commission Expires:
11-1-96

My County of Residence:
Hamilton

Virginia Blair Green
Notary Public - Written
VIRGINIA Blair Green
Notary Public - Printed

This instrument prepared by Paul R. Black, Attorney at Law, McHale, Cook & Welch, p.c., 1100 Chamber of Commerce Building, 320 North Meridian Street, Indianapolis, Indiana 46204, (317) 654-7588.

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18.00
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1.00

206100044099
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
07-18-2001 02:29 pm.
AMEND DECL 18.00

**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,

page 88;

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 98;

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 Weihe Engineers, Inc. recorded on the 18th day of June, 1985, Instrument No. 85 8141, a Certificate of Correction as to Drain and Utility Easements on Section 12. Section Twelve of Wellington Northeast plat, regulations and covenants was recorded in Plat Book 11, Pages 153-155.

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

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

Dated this 27th day of June, 2001.

Donnie Bradley
DONNIE BRADLEY Secretary
Wellington Northeast Neighborhood
Association

Attest:

Michael Masnyk 29 June 2004
Michael Masnyk President
Wellington Northeast Neighborhood Association

Subscribed and Sworn to before me this 12 day of ~~June~~^{July}, 2001.

Paul A. Kucala
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

18.00
④
1.00

200100044099
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
07-18-2001 02:29 pm.
AMEND DECL A 18.00

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:

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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,

page 88 ;

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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 Weihe Engineers, Inc. recorded on the 18th day of June, 1985, Instrument No. 85 8141, a Certificate of Correction as to Drain and Utility Easements on Section 12. Section Twelve of Wellington Northeast plat, regulations and covenants was recorded in Plat Book 11, Pages 153-155.

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

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

Dated this 29th day of June, 2001.

Donnie Bradley
DONNIE BRADLEY Secretary
Wellington Northeast Neighborhood
Association

Attest:

Michael Masnyk 29 June 2001
Michael Masnyk President
Wellington Northeast Neighborhood Association

Subscribed and Sworn to before me this 12 day of ^{July}~~June~~, 2001.

April D. Krula
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