

Our first change will be combining provisions from the current 28 separate covenants into one document, one covenant for the neighborhood.

Provision 5: Fences: Section 1.4. No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the plats, except with approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature. Exceptions to the foregoing may be approved by the Architectural Control Committee for corner lots as well as the height of fences. For any fence that is replaced or newly installed after the date of filing of these Amended, Restated and Consolidated Covenants with the County Recorder, no chain link fence will be permitted.

Provision 8: The description and duties of the Architectural Control Committee been expanded and clarified and will now become Section 10: ARTICLE 10 ARCHITECTURAL CONTROL

Section 10.1. Architectural Control Committee. An Architectural Control Committee (the "Committee") composed of at least three (3) Lot Owners shall appointed by the Board of Directors and may be, but need not be, members of the Board of Directors. The exception to this is that the Chair of the Committee must be a Board member. Committee members shall be subject to removal by the Board upon a majority vote at any time, with or without cause, and any vacancies from time to time shall be filled by appointment of the Board. At the Board's discretion, the Board may serve as the Committee. Subject to these Covenants, the Committee shall regulate the external design, appearance, use, location and maintenance of Lots and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the provisions of these Covenants.

Section 10.2. Lot Improvements. No dwelling, building, structure, fence, deck, swimming pool, or improvement of any type or kind (including significant landscaping) shall be constructed or placed on any Lot, nor shall any of the same be modified or altered, without the prior approval of the Committee. Any change in the appearance or the color of any part of the exterior of a home or the Lot shall be deemed a change thereto and shall also require the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot has made a written application to the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement, alteration or change. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, setbacks, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale as the Committee deems appropriate. It is also recommended that a certified survey be prepared to ensure that a resident is not encroaching on another person's property. If an Owner has encroached on another person's property, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) to eliminate the encroachment.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing applications for approval.

Section 10.3 Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed by at least one (1) member of the Committee.

Section 10.4 Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to and actually received by it. The Committee shall retain one copy of submitted material for its permanent files. All notifications to applicants shall be in writing. In the event that such notification is one of disapproval, the Committee shall specify in its notice the reason(s) for disapproval and may suggest modifications in the application that would render the application acceptable to the Committee, and the requesting applicant may re-apply with changes. If, however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

Section 10.5 Exercise of Discretion. The members of the Committee may exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce these Covenants in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

Section 10.6 Inspection. The Owner, by submission for the approval of any alteration or addition, approves the Committee, the Board of Directors or their appointed agent to inspect the construction and or completed project and grants them access to the Lot to do so.

Section 10.7 Liability. The Committee, the Board, and the Association shall not be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the

Committee, the Board, or the Association be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Board and Association make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advice, engineering, and required municipal permits and inspections on each Lot prior to proposing construction or alterations.

Section 10.8 Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

(A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of these Covenants or the Plats;

(B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures; and

(C) The proposal should preserve or enhance the value and desirability of the Wellington Northeast subdivision and be consistent with the interests, welfare or rights of the Association and any other Owner.

Section 10.9 Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Covenants where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Covenants or to comply with written request of the municipality in charge of applicable permits. No variance or adjustment shall be granted which is knowingly and materially detrimental or injurious to other Lots in the Wellington Northeast development, and any such variance granted shall not be considered as precedent setting.

Provision 11 has been expanded: Parking restrictions: Section 1.6. No campers, trailers, boats, or similar vehicles shall be parked on any Lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other Lots in this subdivision or the users of any streets in this subdivision. No junk, tarp-covered or disabled vehicle or other vehicle on which current registration plates are not displayed shall be kept on any lot, except as may be completely enclosed within a garage. No repair work shall be done within the Wellington Northeast subdivision on any vehicles, including passenger vehicles, except as may be completely enclosed within a garage.

Provision 12 has been expanded: Dusk-to-dawn lights: Section 1.7. All Lot Owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" light in the front, either as a free-standing yard light or a coach light mounted on the garage. Each Owner shall maintain the dusk-to-dawn lights installed on his or her Lot in good working condition, including but not limited to, replacement of photo cells and light bulbs.

Provision 16 has been expanded: Yard maintenance: Section 1.9. It shall be the duty of the Owner of each Lot in this subdivision to keep the grass on the Lot properly cut and to keep the Lot free from weeds and trash and otherwise neat and attractive in appearance. Should any Owner fail to do so then the City or Noblesville or the Association may take such action as it deems appropriate in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse the City or the Association for the expense incurred in so doing.

This provision has been added: Exterior home maintenance: Section 1.11. Each Owner shall be responsible for maintaining and keeping his or her Lot, home, and all other structural improvements located on his or her Lot in a good, clean, neat, sanitary and well maintained condition and shall do such work thereon as is required to cause such Lot and structural improvements to be so maintained.

This provision has been added: Home business restrictions: Section 1.12. No Lot shall be used by an Owner for any purpose other than as a single-family residence, except that a home occupation, which satisfies the following definition as well as all requirements of the applicable zoning ordinance, may be permitted: any use conducted entirely within the home and participated in solely by a member of the immediate family residing in said home, which use is clearly incidental and secondary to the use of the Lot for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that will indicate from the exterior that the Lot or home is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodity sold upon the premises; (c) no person is employed other than a member of the immediate family residing in the home; (d) such office or business generates no significant number of visits or unreasonable parking usage by clients, customers or other persons related to the business; and (e) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted Home Occupation: licensed child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog grooming, or any other similar activities.

Provision 18 has been expanded: Trash cans: Section 1.10. No Lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Rubbish, garbage or other waste shall be kept in sanitary containers inside the garage of the home except not more than 24 hours prior to or after its removal thereof, when it may be placed at the curb of the Lot. An Owner may keep their containers outside the garage, but only if the containers are out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Article 5 has been added: (this will work in conjunction with the Grievance Procedure described in the by-laws) **Right of enforcement :** The right to enforce the within restrictions, limitations, payments of assessments, and covenants, as well as the provisions of the Association's By-Laws, whether such enforcement action is at law or in equity, is hereby dedicated and reserved to Owners of Lots, their heirs and assigns, as well as the Association, all of whom shall be entitled to such relief without being required

to show any damage of any kind to any such Owner or Owners, by or through any such violation or attempted violation. If the Association or an Owner is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, or charge now or hereinafter imposed by the provisions of these Covenants, the Plats, or the By-Laws, it shall be entitled to recover from the party against whom the proceeding was brought all of the reasonable attorneys' fees and related costs and expenses it incurred in such proceeding. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect. No delay or failure by the Association or any Owner to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Owner or the Association of the right to do so thereafter, or as an estoppel of that Owner or the Association to assert any right available to him or it upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. Notwithstanding the above, no Owner may claim, collect, or recover attorney fees against the the Association, the Committee, or from any officer, director, employee, agent, or other authorized agent of the Association arising from any failure or alleged failure to comply with any provision of these Covenants, the Plats, or the By-Laws, or of any action taken or omission of any alleged duty or responsibility of any of the above with regard to the management or operation of Wellington Northeast, or the operation of the Association

Provision 20 has been changed: Changing the covenants:

Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then Owners Lot it is agreed to change the covenants in whole or in part. These Covenants may be amended or changed, in whole or in part, at any time upon approval by the Owners of a majority of the Lots that collectively make up all Sections of Wellington Northeast. All Lot Owners must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to these Covenants may be obtained:

- (a) at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or
- (b) by written consents or approvals received from the Owners; or
- (c) pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended, including, but not limited to, written mail-in ballots; or
- (d) any combination of the above.

The President and Secretary of the Association shall execute the amendment, certifying that the Owners of a majority of the Lots approved such amendment. Thereafter, the amendment shall be filed with the Hamilton County Recorder.

PROPOSED CHANGES TO THE WNA BY-LAWS 2019

The semi-annual meeting may now be held in March or April.

There have been some additions and changes to the voting procedure at our General Membership meetings. We are going to include the chair of the Architectural Control Committee as a member of the Executive Committee, joining the officers and section reps. The chair will be elected with the rest of the officers, each year. We will also elect section reps at the annual meeting instead of having a separate election in each section. We will ask to remove the requirement to elect officers ONLY by secret ballot. Unless have a second candidate for an office, we would like to vote by acclamation.

The following provisions are also new:

(f) Suspension of Voting Rights. To be considered in "Good Standing", a Member cannot be more than six (6) months delinquent in any payment due to the Association (or for such lesser period as may be permitted under the HOA Act). If a Member is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors or Executive Committee. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

(g) Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Plat Covenants or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Members to participate in Association actions. The Board of Directors shall have discretion to provide for such procedures and to set the terms of use. Specifically, the Board of Directors shall have the power to authorize voting by the Members through a secure, internet-based online voting system ("electronic voting"). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Lot Owner notice, voting, signatures, consents and approvals. A verifiable electronic

signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

There are changes to the duties and responsibilities of the Section Representatives: They will no longer be required to collect dues or welcome new residents to the neighborhood. There is also a stated procedure for removing a Section Rep from office if that should become necessary:

(g) To declare the office of a member of the Executive Committee to be vacant if such committee member is absent from three (3) consecutive regular meetings of the Executive Committee.

Section 6.5. Removal. One or more Directors or Section Representatives may be removed by the Members with or without cause if the number of votes cast to remove would be sufficient to elect the Director or Section Representative at a meeting to elect the same. A Director or Section Representative may be so removed by the Members of the Association only at a meeting called for the purpose of removing the Director or Section Representative. The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director or Section Representative. In such case, his or their successor(s) shall be elected at the same meeting from eligible Members nominated at the meeting to serve for the remainder of the term(s) of the removed Director or Section Representative.

This section is revised and describes the new DUES STRUCTURE AND COLLECTION OF THOSE DUES: We are asking that the new dues structure apply only to DEVELOPED LOTS. The right of the Executive Committee to levy a late charge on dues has been added.

ARTICLE 9

ASSESSMENTS

Section 9.2. Recreational Assessments. Each Owner is deemed to covenant and agree to pay to the Association Recreational Assessments if such Owner is a Recreational Member according to the following.

(a) Owners in Wellington Northeast whose deeds are filed with the Hamilton County Recorder after January 1, 2020, shall be both General Members AND Recreational Members and thus responsible for payment of the Regular, Special, and Recreational Assessments. Each such Owner hereby covenants, and each future Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association not only the Regular and Special Assessments but also the Recreational Assessments.

(b) Owners who took title to their Lots prior to January 1, 2020, shall not be under a mandatory obligation to pay the Recreational Assessments or to be a Recreational Member. Each such Owner may elect on a year to year basis whether to be a Recreational Member and to be subject to the obligation to pay the Recreational Assessment for each applicable year.

Section 9.3. Personal Obligation to Pay and Lien. All such assessments, together with late charges, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where an Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s). The Association shall, upon request of a proposed mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of any unpaid Assessment and other outstanding charges of the Association against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 9.4. Collection of Delinquent Assessments. No Owner may exempt himself or herself from paying Regular Assessments, Recreational Assessments and Special Assessments, or toward any other expense lawfully agreed upon, by abandonment of the Lot. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board shall have the right to file a notice of assessment lien with the Hamilton County Recorder. However, the Association shall not be allowed to foreclose

upon said lien. Upon the failure of any Owner to make timely payments of any assessment when due, the Association, acting through its Board of Directors, may bring a suit to recover a money judgment for any unpaid assessment. In connection with any effort to collect or in any action to recover any Assessment, regardless of whether litigation is initiated, the Association shall be entitled to recover from the Owner of the respective Lot the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees and court costs).

Notwithstanding anything contained in this Article 9, any sale, or transfer of a Lot to a mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

A defined procedure for handling covenant violations: **ARTICLE 12**

GRIEVANCE RESOLUTION PROCEDURES

Section 12.1. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Wellington Northeast subdivision and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)