**AMENDED, RESTATED AND CONSOLIDATED**

**WELLINGTON NORTHEAST COVENANTS**

**ARTICLE 1**

**PROVISIONS APPLICABLE TO ALL PLATTED SECTIONS**

Section 1.1. All Lots in this subdivision are reserved for residential use and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Section 1.2. Not more than one building shall be erected or used for residential purposes on any Lot in this subdivision.

Section 1.3. No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any Lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence, and must be approved in advance by the Architectural Control Committee.

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.

Section 1.5. No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the underside of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

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.

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.

Section 1.8. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

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 of 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.

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, household trash, garbage or other waste shall be kept in sanitary containers and recycling 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. This does not apply to construction waste that is the result of home additions, renovations or repairs.

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.

Section 1.12. No Lot shall be used by an Owner for any purpose other than as a single-family residence and for single-family residential purposes. However, a home occupation/business is permitted if it is operated and is otherwise in compliance with the City of Noblesville codes and ordinances.

**ARTICLE 2**

**MINIMUM SIZE REQUIREMENTS, INCLUDING GARAGES**

FOR LOTS IN PLATTED SECTIONS 1-11:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than one thousand (1000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR LOTS IN PLATTED SECTIONS 12, 13, 15A, 17-28:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR PLATTED SECTION 14, LOTS 236-258:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR PLATTED SECTION 14, LOTS 259-270:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eighteen hundred (1800) square feet in the case of a one-story structure, nor less than eleven hundred (1100) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twenty-two hundred (2200) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR PLATTED SECTION 15B, LOTS 233-235 AND 276-292:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR PLATTED SECTION 15B, LOTS 271-275:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eighteen hundred (1800) square feet in the case of a one-story structure, nor less than eleven hundred (1100) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twenty-two hundred (2200) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

FOR LOTS IN PLATTED SECTION 16:The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fourteen hundred (1400) square feet in the case of a one-story structure, nor less than nine hundred (900) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of eighteen hundred (1800) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

**ARTICLE 3**

**SETBACK REQUIREMENTS**

FOR LOTS IN PLATTED SECTIONS 1-15 A & B, 17-19, 28:No building, structure or accessory building shall be erected closer to the side of any Lot than 10 feet. Where buildings are erected on more than one single Lot this restriction shall apply to the side lines of the extreme boundaries of the multiple Lots.

FOR LOTS IN PLATTED SECTION 16: No building, structure or accessory building shall be erected closer to the side line of any Lot than 6 feet, provided that both side yards shall equal at least twenty percent (20%) of the actual Lot width. Where buildings are erected on more than one single Lot this restriction shall apply to the side lines of the extreme boundaries of the multiple Lots.

FOR LOTS IN PLATTED SECTIONS 20-27:No building, structure or accessory building shall be erected closer to the side line of any Lot than 9 feet, provided that both side yards shall equal at least twenty percent (20%) of the actual Lot width Where buildings are erected on more than one single Lot this restriction shall apply to the side lines of the extreme boundaries of the multiple Lots.

**ARTICLE 4**

**EASEMENTS**

Section 4.1. Easements for Platted Sections 1-27. The utility easements shown on the plats are reserved as easements for use of city or county in which this subdivision is located, Owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth, herein, and Owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

The Cable TV easements shown on the plats are reserved for the approved franchised “Company” and its successors and assigns, forever, the easement and right from time to time hereafter to erect, install, lay, use, maintain, replace, increase or decrease the size of and remove coaxial cable and other fixtures end appurtenances for the purpose of transmitting and distributing radio and television signals by way of said coaxial cable, on, over, under and across said easement. This also includes the right of ingress and egress for all purpose incident to such easement, and the “Company” is hereby granted the express right to make clearances of brush and debris from said property in order to successfully install and maintain said coaxial cable.

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

In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

**EASEMENTS FOR PLATTED SECTION 28, LOT 532**

Section 4.2. Easements for Platted Section 28, Lot 532. There are strips of ground shown on the within Lot 532 labeled Drainage, Utility, and Sewer Easement (D., U., & S.E.), said strips are hereby reserved for the use by Public Utility Companies for the installation of but not limited to “Water and Gas Service Lines, Sanitary and Storm Sewer Pipes, Electrical, Telephone, and Television Cables, by the approved franchised “Cable Television Company” and all necessary appurtenances thereto. Said strips shall also as easements for the drainage of water by surface swales. No permanent or other structures, except walks or driveways, providing that said walks or driveways do not interfere with the natural flow of storm water drainage, shall be erected and/or maintained upon, over, under, or across such easement strips of land. This also includes the right of ingress and egress for all purposes incident to such easement, and such Public Utility Companies and Cable Television Company is hereby granted the expressed right to make clearances of brush and debris from said easement strips in order to successfully install and maintain such “service lines”, “pipes” and “cables” either by aerial or below surface lines, pipes or cables. The Owner of said Lot 532 shall take title to the land contained in such easements, subject to a perpetual easement herein reserved.

**ARTICLE 5**

**RIGHT OF ENFORCEMENT**

Subject to the grievance resolution procedures set forth in Article 12 of the Association’s By-Laws, 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. In addition to fulfilling the requirements of the grievance resolution procedures set forth in Article 12 of the By-Laws, before the Association can file suit against any Owner, at least two-thirds (2/3) of the total number of members then serving on the Executive Committee must vote in favor of filing such suit.

If the Association sues an Owner, or if an Owner sues the Association, 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-Law, the prevailing party shall be entitled to request 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 in an amount to be approved by the Court.

However, if an Owner sues another Owner 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, each Owner shall bear his or her own attorney’s fees, expenses and costs incurred, regardless of the outcome of the litigation.

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 Association, the Board of Directors, the Executive Committee, the Architectural Control 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.

**ARTICLE 6**

**DURATION AND AMENDMENTS**

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 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 at least sixty percent (60%) of the total number of Lots that collectively make up all Platted 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 at least sixty percent (60%) of the total number of Lots approved such amendment. Thereafter, the amendment shall be filed with the Hamilton County Recorder.

**ARTICLE 7**

**EASEMENT MAINTENANCE REQUIREMENTS**

FOR LOTS IN PLATTED SECTIONS 10B, 11, 14, 15 A & B, 17-19, 21-28: Easement maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place, such as sewer pipes, manholes, castings, etc. and each property Owner as it pertains to his Lot or Lots shall maintain surface drainage systems and open swales. The city shall have access rights over and across said easements.

**ARTICLE 8**

**BLOCK K – THE LAKE**

Section 8.1. General Description of Block K – The Lake. FOR PLATTED SECTIONS 21, 22, 23 – BLOCK K:The parcel of real estate designated on the plat of the subdivision as “Block K” is to be used as a drainage retention pond. Owners of the following Lots abut Block K: 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, and 427. Such Lots shall be referred to as “Lake Lots”. By purchase of one of these Lake Lots, each Owner shall also acquire an undivided one-twenty first (1/21st) Ownership interest in Block K. This Ownership of Block K shall be indivisible from the Ownership of the Lake Lot. This undivided interest shall run with the title to a particular Lake Lot and shall not be separately conveyable therefrom.

Section 8.2. Lake Lot Owners’ Obligation to Pay Lake Expenses. Each Block K Lake Lot Owner shall share pro rata in the expenses of construction, maintaining, repairing, altering, reconstructing, improving, removing, and insuring the improvements in Block K. If one or more Lake Lot Owners fail to pay their allocable share of such expenses, then the Lake Lot Owners paying such expenses may file a lien for the reasonable value of the work performed and materials furnished as prescribed by the lien laws of the State of Indiana against any such Lake Lot and the Owner thereof, and recover the full assessment owed together with interest from the due date and reasonable attorney’s fees and costs.

Section 8.3. Lake Lot Owners Belonging to a Separate Association. Owners of Block K shall be members of an unincorporated association known as “Block K Property Owners Association”. The Association shall meet at least annually to elect a three (3) member Board of Directors. Each Lake Lot shall be entitled to one (1) vote. The Board of Directors shall determine, by majority vote, what is necessary to maintain repair, alter, reconstruct, improve, remove or insure the improvements in Block K including any reasonable reserve. The Board shall determine the amount of the annual assessment to be paid by each Block K Lake Lot Owner for these necessary expenses.

Section 8.4. Block K Lake Restrictions.

1. No motorized vehicles on the lake.

2. Only residents and their guests may use the lake.

3. No trash, refuse or dried algae shall be thrown in the lake.

4. Fishing from your lot only, unless permission is given.

5. All rocks around the pond are for decor and erosion purposes. No throwing rocks in pond or on the ice.

6. Architectural Control Committee approval must be obtained prior to building docks or structures on the lake.

7. Use of lake water during drought periods for lawn irrigation is prohibited.

8. Grass and sea wall areas around the lake should be well maintained.

9. Use of chemicals on lawns should be limited to those that are safe.

10. Residents should take turns weeding rocky areas at the ends of the lake.

11. Do not feed geese.

12. Property shall not be partially or fully fenced so as keep the open beauty of lake. (Note that when this rule was approved in 1998, Lot #397 already had been approved for a fence by the Architectural Control Committee, so this Lot is exempt from this rule.)

Section 8.5. Lake Rules. The Block K Board of Directors shall make and enforce reasonable rules and regulations for the use of Block K by its members. Sanctions may include reasonable monetary fines, suspension for the right to vote and the right to use Block K. The Block K Board shall have the power to seek relief in any court for violation, to abate nuisances and to collect unpaid assessments of behalf of the Block K Association.

**ARTICLE 9**

**DEFINITIONS**

Section 9.1. As used herein, “Owner” means the record owner, whether one or more persons or entities, of fee-simple title to any Lot within any platted section of Wellington Northeast. “Owner” shall include any person acquiring title to a Lot by acceptance of a deed conveying title thereto but excludes those having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary.

Section 9.2. As used herein, “Lot” means all numbered parcels of land shown and identified as a Lot on any Plat of the various Platted Sections of Wellington Northeast recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 9.3. As used herein, “Association” means the Wellington Northeast Neighborhood Association, Incorporated, an Indiana not-for-profit corporation originally established on June 19, 1989 upon the filing of Articles of Incorporation with the Indiana Secretary of State. Matters pertaining to membership in the Association, as well as mandatory assessments payable by the Owners, shall be as set forth in the By-Laws of the Association, a copy of which is attached hereto as an Exhibit and is incorporated herein by reference.

Section 9.4. As used herein, “Board of Directors” means the four (4) Officers of the Association, those being the President, Vice-President, Secretary and Treasurer.

Section 9.5. As used herein, “Executive Committee” means the governing body of the Association composed of the Board of Directors, one (1) representative from each Section of the Wellington Northeast subdivision, the Chair of the Architectural Control Committee, and the immediate past President of the Association.

**ARTICLE 10**

**ARCHITECTURAL CONTROL**

Section 10.1. Architectural Control Committee. An Architectural Control Committee (the “Architectural Committee”) composed of at least three (3) Lot Owners shall appointed by the Executive Committee and may be, but need not be, members of the Executive Committee. The exception to this is that the Chair of the Architectural Committee must be a member of the Executive Committee. Architectural Committee members shall be subject to removal by the Executive Committee 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 Executive Committee. At the Executive Committee’s discretion, the members thereof may serve as the Architectural Committee. Subject to these Covenants, the Architectural 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 shall be constructed or placed on any Lot, nor shall any of the same be modified or altered, without the prior approval of the Architectural Committee. Any change in the appearance 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 Architectural Committee. Such approval shall be obtained only after the Owner of the Lot has made a written application to the Architectural Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Committee and shall by 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. Such plans and specifications shall further set forth the composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Architectural Committee may require. All building plans and drawings required to be submitted to the Architectural Committee shall be drawn to a scale as the Architectural 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 Architectural Committee when reviewing applications for approval.

For any shed or mini-barn that is replaced or newly installed after the date of filing of these Amended, Restated and Consolidated Covenants with the County Recorder, no such shed or mini-barn can be larger than 12’ wide by 16’ deep by 13’ (1 story) in height and must be approved in advance by the Architectural Committee.

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 Architectural Committee.

Section 10.4 Duties of Committee. The Architectural Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to and actually received by it. The Architectural 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 Architectural 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 Architectural Committee, and the requesting applicant may re-apply with changes. The Owner may not proceed with the project until approval is granted.

Section 10.5 Exercise of Discretion. The members of the Architectural 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 Architectural Committee and in any action initiated to enforce these Covenants in which an abuse of discretion by the Architectural 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 Architectural 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 Architectural Committee, the Executive Committee 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 Architectural Committee, the Board, the Executive Committee 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 Architectural Committee, the Board, the Executive Committee 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 Architectural Committee, Board, Executive Committee 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 Architectural 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:

1. 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;
2. The design of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures; and
3. 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 Architectural 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.