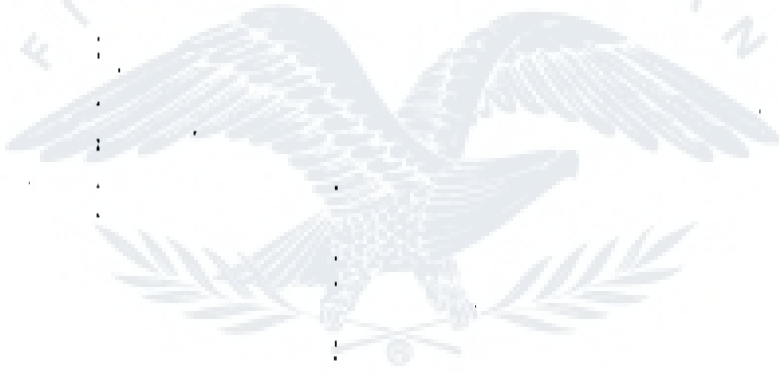


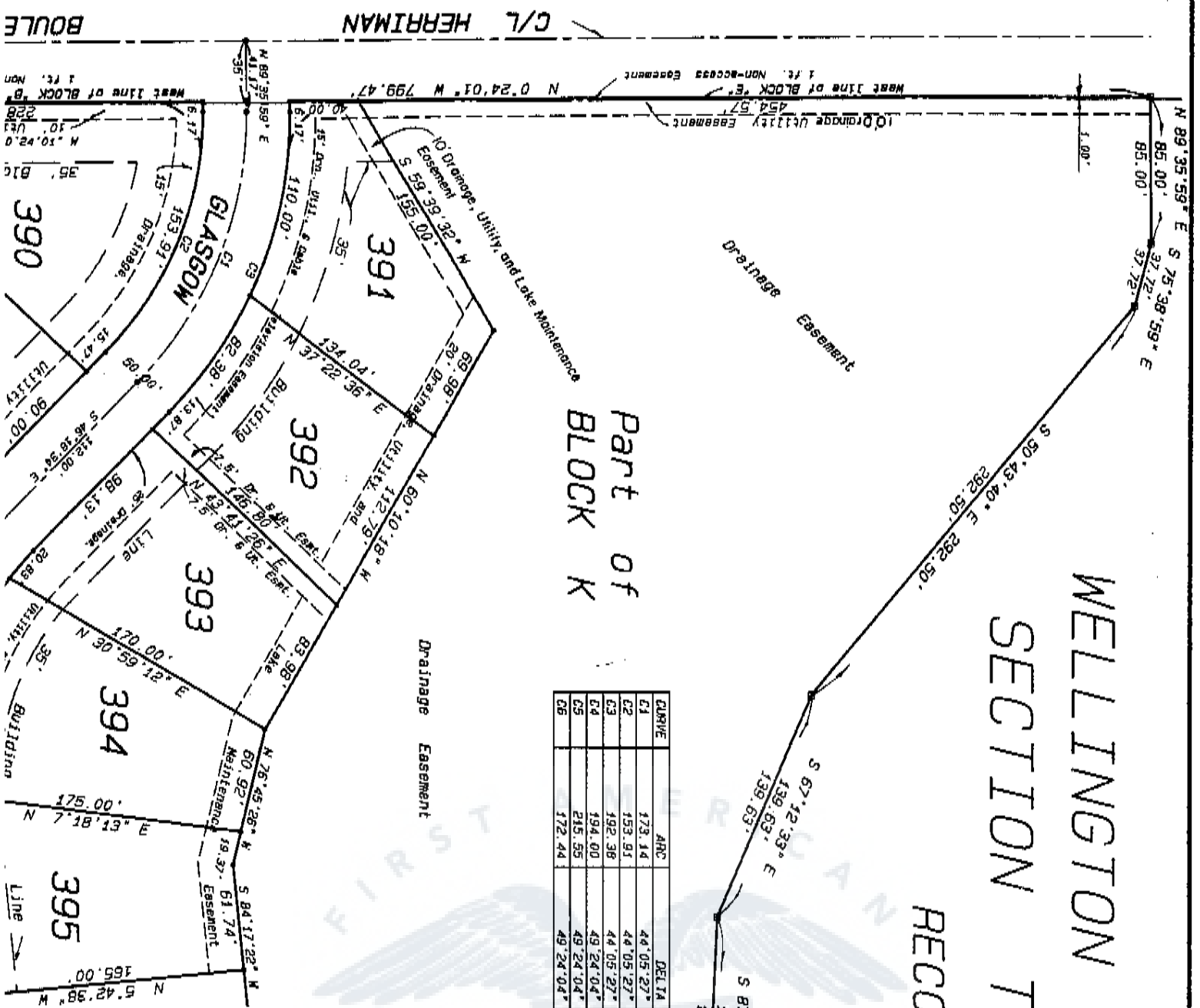
Covenants

For

Wellington Northeast Sec. 21

(Plat Type CCR'S ONLY)
8 Pages
Hamilton County





Part of
BLOCK K

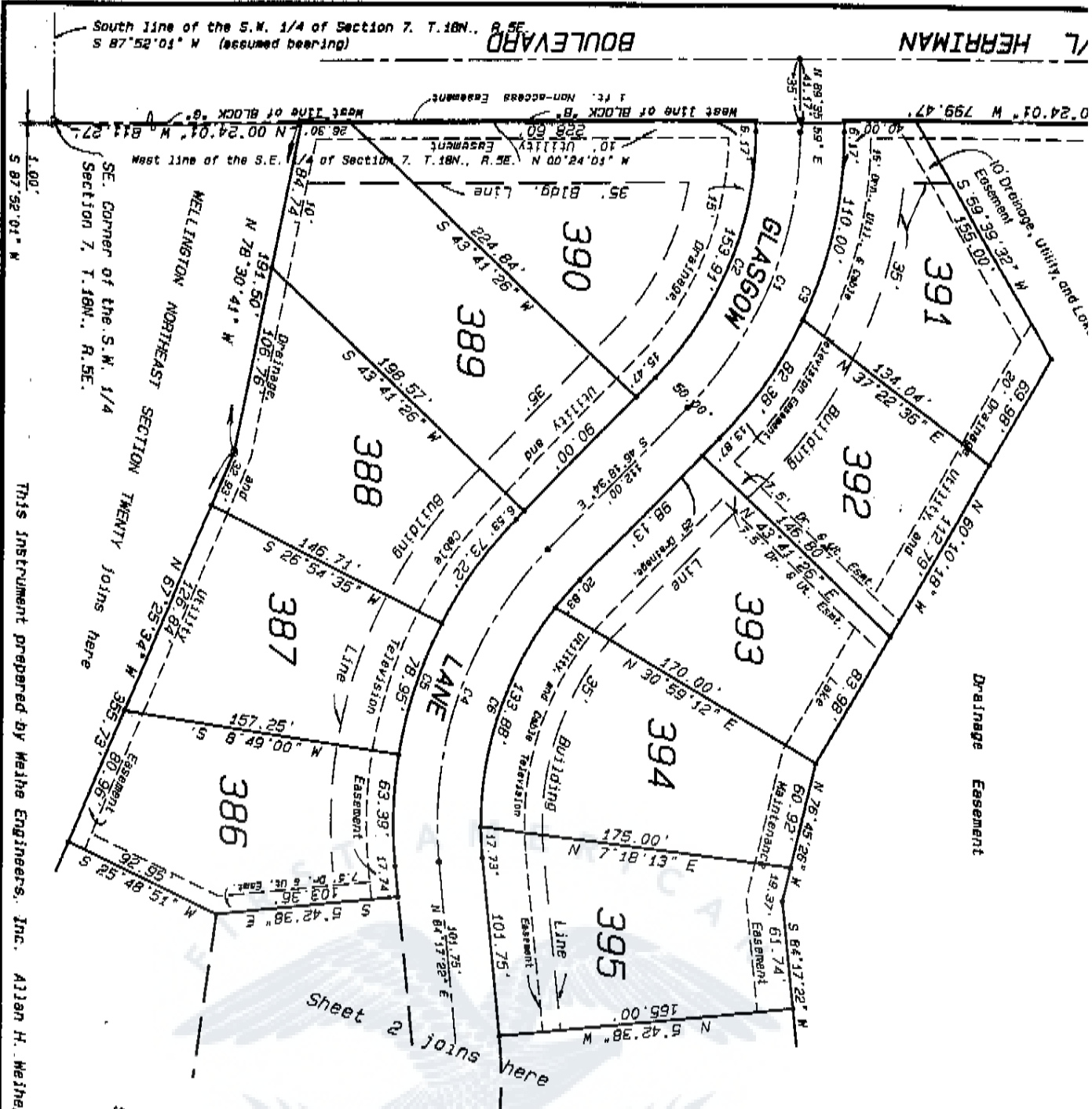
WELLINGTON NORTHEAST
SECTION TWENTY ONE
RECORD PLAT

CURVE	ARC	DELTA	HALIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	173.14	44°05'27"	225.00	168.90	S 68°21'17" E	91.11
C2	153.91	44°05'27"	200.00	150.14	S 68°21'17" E	80.99
C3	192.38	44°05'27"	250.00	187.67	N 68°21'17" W	101.24
C4	194.00	49°24'04"	225.00	188.04	S 71°00'36" E	103.49
C5	215.59	49°24'04"	250.00	208.94	S 71°00'36" E	114.99
C6	172.44	49°24'04"	200.00	167.15	N 71°00'36" W	91.99

9528636

BOOK 14
PAGE 105-106-107-108
14 1985





This instrument prepared by Weithe Engineers, Inc. Allan H. Weithe, President.

Sheet 1 of 4

Scale 1" = 60'

Note: Property lines at all street intersections shall be rounded off by an arc having a radius of 25 feet. The dimensions shown on this plat are to the point of intersection of the tangents of said arc.

Sheet 2 joins here

Drainage Easement

10/11/05 a.

6926636

BOOK 14 PAGE 105-106-107-108

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

BOULEVARD
 South line of the S.W. 1/4 of Section 7, T.18N., R.5E.
 S 87°52'01" W (secured bearing)

W. HERRIMAN

1.00'
 S 87°52'01" W

SE. Corner of the S.W. 1/4
 Section 7, T.18N., R.5E.

West line of the S.E. 1/4 of Section 7, T.18N., R.5E.
 N 10°44'00" N 35' R.5E. N 81°24'24" W 10' Easement
 N 00°24'01" W 81'4.27' Easement
 N 00°24'01" W 81'4.27' Easement
 West line of BLOCK B
 1 ft. Non-access Easement

0°24'01" W 799.47'

10' Drainage, Utility, and Cable
 Easement
 S 59°25'32" W
 100.00'

69.98' Drainage, Utility, and
 20.22' 35'
 134.04'

N 60°10'18" W
 112.73'

N 76°45'26" W
 60.92' Maintenance
 19.37' Easement
 61.74'

S 84°17'22" N
 165.00' N 5°42'38" W

N 30°59'32" E
 170.00'

N 7°18'13" E
 175.00'

N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

N 89°35'59" E
 41.17' Easement
 35'

617' 110.00'

69.98' Drainage, Utility, and
 20.22' 35'
 134.04'

N 60°10'18" W
 112.73'

N 76°45'26" W
 60.92' Maintenance
 19.37' Easement
 61.74'

S 84°17'22" N
 165.00' N 5°42'38" W

N 30°59'32" E
 170.00'

N 7°18'13" E
 175.00'

N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

153.91' Drainage
 75'

15.47' 35'

90.00' Utility and
 112.00' S 46°18'34" E

6.59' 73.22' Cable
 78.95' Television
 133.88' Building and Cable Television

17.73' Easement
 101.75'

N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
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N 84°17'22" E
 101.75' Easement
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N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

35' Bldg. Line
 N 52°17'24" S
 224.84' S
 153.91' Drainage
 75'

15.47' 35'

90.00' Utility and
 112.00' S 46°18'34" E

6.59' 73.22' Cable
 78.95' Television
 133.88' Building and Cable Television

17.73' Easement
 101.75'

N 84°17'22" E
 101.75' Easement
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N 84°17'22" E
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

191.50' Drainage
 106.76' S
 N 78°30'41" W
 82.74' 10'

146.71' 35'

126.84' Utility
 N 67°25'34" W
 355.73' Easement
 80.96'

63.39' 17.74' Easement
 101.75' Easement
 17.73'

N 84°17'22" E
 101.75' Easement
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 17.73'

191.50' Drainage
 106.76' S
 N 78°30'41" W
 82.74' 10'

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191.50' Drainage
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N 84°17'22" E
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 17.73'

N 84°17'22" E
 101.75' Easement
 17.73'

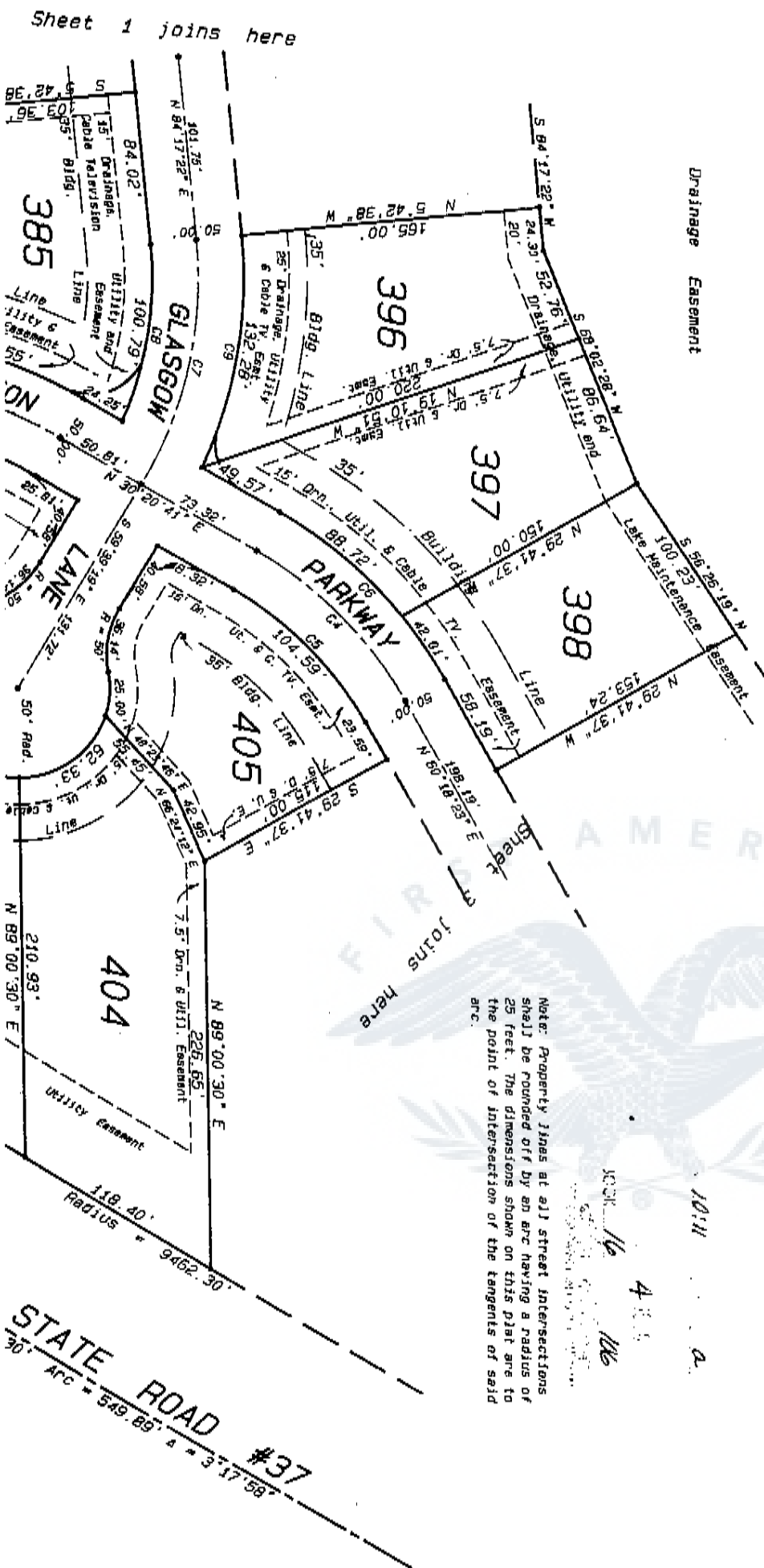
WELLINGTON NORTHEAST SECTION TWENTY ONE

RECORD PLAT

Part of
BLOCK K

Drainage Easement

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	129.02	32° 51' 18"	280.00	127.26	N 13° 56' 02" E	66.34
C2	144.69	32° 51' 18"	280.00	141.40	S 13° 56' 02" W	59.97
C3	143.36	32° 51' 18"	280.00	141.40	N 45° 19' 32" E	73.71
C4	117.66	29° 57' 42"	285.00	116.32	N 45° 19' 32" E	60.21
C5	104.59	29° 57' 42"	280.00	103.40	N 45° 19' 32" E	53.52
C6	130.73	29° 57' 42"	280.00	129.25	S 45° 19' 32" W	66.90
C7	141.59	35° 03' 18"	285.00	139.25	S 77° 40' 59" E	73.23
C8	100.79	28° 52' 28"	200.00	99.73	S 81° 16' 24" E	51.49
C9	132.28	30° 18' 58"	280.00	130.74	N 80° 33' 09" W	67.73



Note: Property lines at all street intersections shall be rounded off by an arc having a radius of 25 feet. The dimensions shown on this plat are to the point of intersection of the tangents of said arc.

STATE ROAD #37
ARC = 519.89' R = 3° 17' 58"

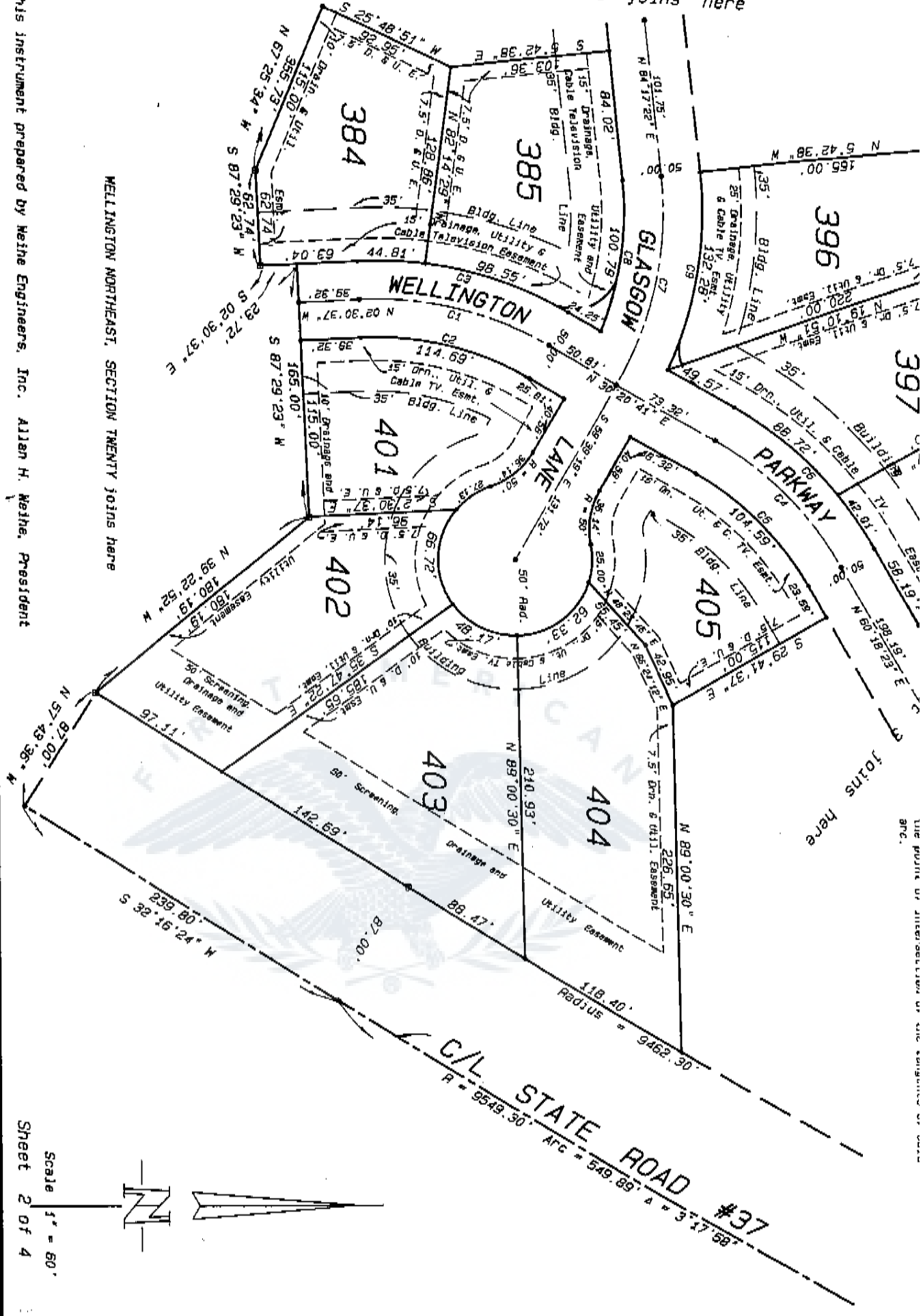
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Sheet 1 joins here

This instrument prepared by Heine Engineers, Inc. Allan H. Heine, President

WELLINGTON NORTHEAST, SECTION TWENTY joins here



THE POINTS OF INTERSECTION OF THE BOUNDARIES OF THIS

Scale 1" = 60'
Sheet 2 of 4

901

WELLINGTON NORTHEAST - SECTION TWENTY ONE RECORD PLAT

I, the undersigned, a registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of part of the Southeast Quarter of Section 7, Township 18 North, Range 5 East in Noblesville Township, Hamilton County, Indiana, and all of BLOCK '8' of WELLINGTON NORTHEAST, SECTION SEVEN, as per plat thereof recorded in Plat Book 10, pages 105 and 106 in the Office of the Recorder of Hamilton County, Indiana, and Part of BLOCK '6' of WELLINGTON NORTHEAST, SECTION ELEVEN, as per plat thereof recorded in Plat Book 13, pages 26 and 27 in the Office of the Recorder of Hamilton County, Indiana, and Part of BLOCK '2' of WELLINGTON NORTHEAST, SECTION TEN-4, as per plat thereof recorded in Plat Book 11, pages 147 and 148 in the Office of the Recorder of Hamilton County, Indiana, the perimeter of the combined parcels of real estate being more particularly described as follows:

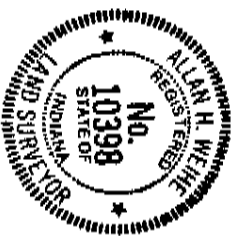
Commencing at the Southeast corner of the Southwest Quarter of Section 7, Township 18 North, Range 5 East, said corner being also the Southeast corner of BLOCK 'D' in WELLINGTON NORTHEAST, SECTION NINE, a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 11, pages 37 through 39 in the Office of the Recorder of Hamilton County, Indiana; thence South 87 degrees 52 minutes 03 seconds West assumed bearing on the South line of said Southwest Quarter, a distance of 1.00 foot to the East right-of-way line of Herriman Boulevard as established by said plat; thence North 00 degrees 24 minutes 03 seconds West on said East right-of-way line 811.27 feet to the Northwest corner of WELLINGTON NORTHEAST, SECTION TWENTY, per the plat thereof recorded in the Office of the Recorder of Hamilton County, Indiana, and the place of beginning of the within described subdivision; thence continuing North 00 degrees 24 minutes 03 seconds West on said right-of-way line 799.47 feet; thence North 89 degrees 35 minutes 59 seconds East 85.00 feet; thence South 75 degrees 38 minutes 58 seconds East 37.72 feet; thence South 50 degrees 43 minutes 40 seconds East 292.50 feet; thence South 67 degrees 12 minutes 33 seconds East 139.63 feet; thence South 87 degrees 18 minutes 47 seconds East 139.63 feet; thence North 76 degrees 58 minutes 58 seconds East 50.71 feet; thence South 84 degrees 00 minutes 51 seconds East 167.47 feet; thence South 59 degrees 08 minutes 38 seconds East 148.00 feet; thence South 49 degrees 34 minutes 22 seconds East 50.71 feet; thence South 59 degrees 08 minutes 38 seconds East 256.40 feet to a point on the centerline of State Road No. 37, said centerline being on a curve having a radius of 9549.30 feet and the radius point of which lies North 61 degrees 03 minutes 33 seconds West from said point; thence Southwesterly, curving to the right on said centerline, an arc distance of 549.89 feet to the point of tangency of said curve; thence South 32 degrees 16 minutes 24 seconds West on said centerline and tangent with said curve 239.80 feet to the Northeastly corner of the aforesaid plat of WELLINGTON NORTHEAST, SECTION TWENTY; thence North 57 degrees 43 minutes 36 seconds West on the Northerly line of said subdivision 87.00 feet; thence North 39 degrees 22 minutes 52 seconds West on said Northerly line 180.19 feet; thence South 87 degrees 29 minutes 23 seconds West on said Northerly line 165.00 feet; thence South 02 degrees 30 minutes 37 seconds East on said Northerly line 23.72 feet; thence South 87 degrees 29 minutes 23 seconds West on said Northerly line 62.74 feet; thence North 57 degrees 25 minutes 34 seconds West 335.73 feet; thence North 78 degrees 30 minutes 41 seconds West on said Northerly line 191.50 feet to the place of beginning, containing 20.643 acres, more or less, including 0.018 acre, more or less, previously platted as part of WELLINGTON NORTHEAST, SECTIONS SEVEN, TEN-4, and ELEVEN.

Subject to the right-of-way for Indiana State Road No. 37 and to all other legal easements and rights-of-way, including the Statutory Easement for the Right-of-Way for the Oliver Armstrong Legal Drain No. 2.

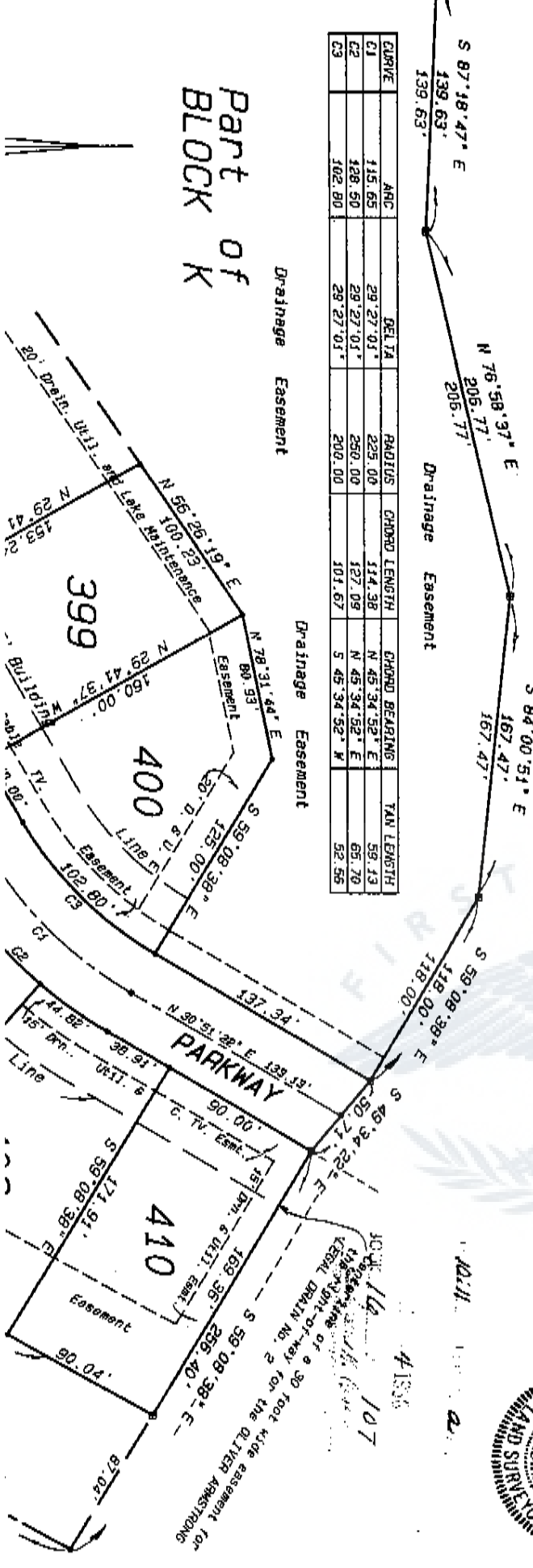
This Subdivision consists of 27 lots, numbered 394 through 410 both inclusive, and BLOCK 'K', and Streets as shown on the within plat. The size of the lots and the width of the Street rights-of-way is shown in figures denoting feet and decimal parts thereof.

Witness my signature this 4th day of December 1988

Allan H. Weirhe
Allan H. Weirhe, Reg. L.S. - Indiana #10398



CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	115.65	29° 27' 03"	225.00	114.38	N 45° 34' 52" E	59.13
C2	128.50	29° 27' 03"	280.00	127.09	N 45° 34' 52" E	65.70
C3	102.80	29° 27' 03"	200.00	101.67	S 45° 34' 52" W	52.95

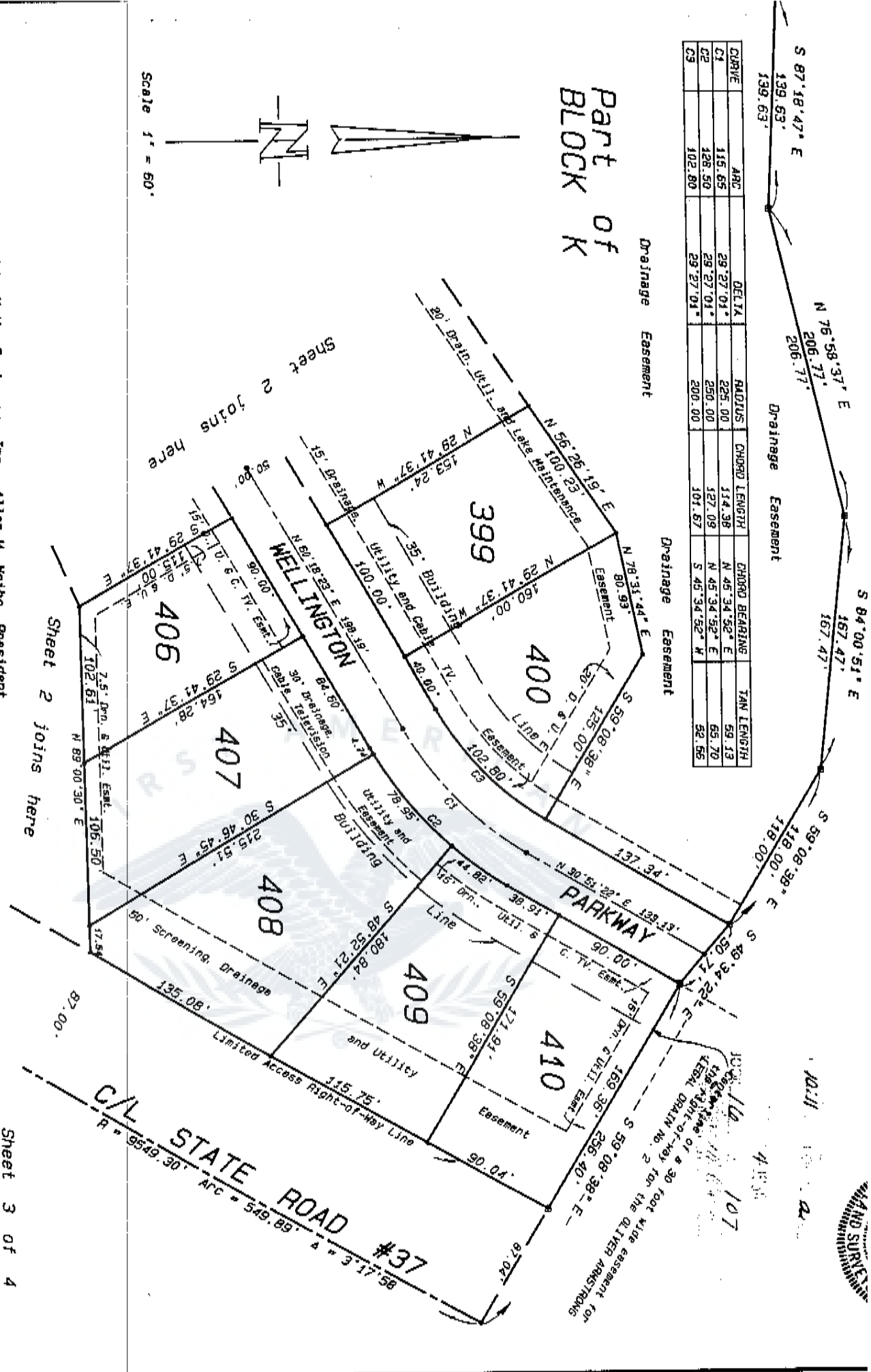


Part of
BLOCK
K

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C1	115.65	29°27'04"	225.00	114.38	N 45°34'52" E	59.13
C2	128.50	29°27'04"	250.00	127.09	N 45°34'52" E	65.70
C3	102.80	29°27'04"	200.00	101.67	S 45°34'52" E	52.56

Part of BLOCK K

Scale 1" = 60'

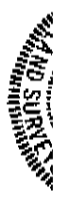


This instrument prepared by Weibe Engineers, Inc. Allan H. Weibe, President

Sheet 2 joins here

Sheet 2 joins here

Sheet 3 of 4



WELLINGTON NORTHEAST - SECTION TWENTY ONE

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

The within plat shall be known and designated as WELLINGTON NORTHEAST -- SECTION TWENTY ONE, a subdivision in Noblesville Township, Hamilton County, in the State of Indiana.

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

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand five 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 one thousand eight 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.

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.

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

No building, structure or accessory building shall be erected closer to the sideline of any lot than nine (9) feet, provided that both side yards shall equal at least twenty per cent (20%) of the actual lot width. Where buildings are erected on more than one single lot, this restriction shall apply to the sidelines of the extreme boundaries of the multiple lots.

No structure in this subdivision shall exceed 2 and 1/2 stories or twenty-five (25) feet in height measured from finish grade to the under side of the eave line, and no structure other than an open porch shall be erected between the building lines and the right-of-way lines of the street as designated on the within plat.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and the plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the within described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such action and location on the premises a representative with like authority. If the committee

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 Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer for the expense incurred in so doing.

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 in Section 21 about Block K: 394, 392, 393, 394, 395, 396, 397, 398, 399, and 400. Eleven (11) lots will be platted on the North side of Block "K", which will constitute the remaining abutting property owners. By purchase of one of these 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 lot. This undivided interest shall run with the title to a particular lot and shall not be separately conveyable therefrom.

Each Block K 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 lot owners fail to pay their allocable share of such expenses, then the 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 lot and the owner thereof, and recover the full assessment owed together with interest from the due date and reasonable attorneys fees and costs.

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 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 owner for these necessary expenses. No assessment shall ever be levied against the Developer.

The 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 of the right to vote, and the right to use Block K. The Board shall have the power to seek relief in any court for violation, to abate nuisances, and to collect unpaid assessments on behalf of the Association.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to the owners of lots in this subdivision, their heirs and assigns, who 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. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness our signature this 24th day of December 1905.

Allan H. Weihe
Joyce M. Weihe

the undersigned, specifications and the plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners of the within described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may then proceed with the building according to the plans as if approved. Neither the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The utility easements shown on the within plat are reserved as an easement for use by the 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 easement for any use except as set forth herein. The owners in this subdivision shall take their title to the land contained in such utility easement subject to the perpetual easement herein reserved.

The Cable Television Easements shown on the within plat reserve 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 and 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 purposes incident to such easement, and the "Company" is hereby granted the express right to make clearances of brush and debris from said easement in order to successfully install and maintain said coaxial cable. The owners in this subdivision shall take their title to the land contained in such cable television easement subject to the perpetual easement herein reserved.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by slope, 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 easement, and structures permitted in a utility easement may be erected therein, provided that they do not interfere with the flow of water. The owners in this subdivision shall take their title to the land contained in such drainage easements 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 the the within plat.

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.

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

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.

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

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.

of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness our signature this 12th day of December 1988.

Allen H. Wehse
Allen H. Wehse, President
10505 N. Doolittle Avenue
Indianapolis, Indiana, 46280

Joyce M. Wehse
Joyce M. Wehse, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **WETHE DEVELOPMENT CORP.**, by **Allen H. Wehse**, and **Joyce M. Wehse**, who acknowledged the execution to 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 December 1988.

Dorothy K. Shimer
Notary Public - **Lenny K. Shimer**
County of residence: **Hamilton County, Indiana**
My commission expires: **March 12, 1989**

PLAN COMMISSION CERTIFICATE:

UNDER THE AUTHORITY PROVIDED BY I.C. 36-7-4 Et. SEQ., P.L. 309 SECTION 23, AS AMENDED BY ACTS OF 1982, P. L. 211, SECTION 4 OF THE GENERAL ASSEMBLY, STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THIS PLAN COMMISSION OF THE CITY OF NOBLESVILLE, INDIANA AT A MEETING HELD ON THE 18th DAY OF April, 1988.

ADOPTED BY THE TECHNICAL COMMITTEE AT A MEETING HELD 9-8-88

NOBLESVILLE CITY PLAN COMMISSION

Karen Goldstein
Karen Goldstein, President

Steven R. Huntley
Steven R. Huntley, Secretary

BOARD OF PUBLIC WORKS AND SAFETY'S CERTIFICATE:

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF NOBLESVILLE, INDIANA, AT A MEETING HELD ON THE 12 DAY OF December 1988

Harry Gde Howard
Harry Gde Howard, Mayor

Marilyn Conner
Marilyn Conner, Clerk-Treasurer

I, **Steven R. Huntley**, DIRECTOR OF PLANNING AND ZONING FOR THE CITY OF NOBLESVILLE, INDIANA, HEREBY CERTIFY THAT THE APPLICATION FOR APPROVAL OF THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS SET FORTH IN THE MASTER PLAN OF NOBLESVILLE, INDIANA, AND SUCH OTHER APPLICABLE REQUIREMENTS CONTAINED IN THE CODES OR ORDINANCES OF THE CITY OF NOBLESVILLE - DECEMBER 11, 1961, AS AMENDED.

Steven R. Huntley
Steven R. Huntley, Director of Planning and Development

Certified: 12-13-88