

2/12/2007
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MORGAN COUNTY RECORDER
KAREN BRUMMETT
CSD Date 02/23/2007 Time 12:45:48
RECORDING: 31.00
I 200702122 Page 1 of 11

WALTERS FIRST SUBDIVISION
COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in WALTERS FIRST SUBDIVISION AND ALL SUBSEQUENT SECTIONS, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. **Developer Plan Approval.** The Developer of *WALTERS FIRST SUBDIVISION* and all subsequent sections shall have the sole authority to approve plans for the construction of residential dwelling houses, accessory buildings, walls, fences, pools and all other structures, on any lot within these sections until such time as the longer retains any interest in the subdivision. If the plans are not approved at the time of the lot closing, the developer for the plan approval will collect a \$100.00 charge. After completion of construction of all the houses in a section or if the Developer no longer retains an interest in the subdivision, the *WALTERS FIRST SUBDIVISION* Home Owners' Association will be responsible for review of any additional request for construction of accessory buildings, walls, fences, pools, or other structures and all other matters described herein which would have been reviewed by the Developer.

No building, accessory building, wall, fence, pool or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans, and specifications have been submitted to the Developer which will approve or disapprove the submittals as to conformity with the exterior design, quality and aesthetic appearance of structure already existing and for conformity with surface, drainage requirements, first floor area, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of the subdivision. In the event the Developer, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved. Developer cannot waive or negate any of the construction requirements given under item number seven (7) of these covenants and restrictions.

2. **WALTERS FIRST SUBDIVISION HOME OWNERS ASSOCIATION**

Upon sale of any lot by the developer the lot owner shall become a member of the *WALTERS FIRST SUBDIVISION Home Owners Association*. (See Home Owners Association section of these covenants and restrictions).

3. LAND USE

All lots herein are for residential use only, limited to one single, family dwelling per lot and one out building per lot.

4. STREET DEDICATION

All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.

5. BUILDING LOCATIONS.

No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County Zoning Ordinances and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building. The division of a lot for the purpose of creating an additional building site is prohibited.

6. DWELLING SIZE.

No dwelling shall exceed three (3) stories in height. Attached private garage for at least two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than two thousand (2000) square feet for a one-story dwelling or less than one thousand six hundred-fifty (1650) square feet for a dwelling of more than one-story. With respect to single family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the "Architectural Control Committee".

7. CONSTRUCTION REQUIREMENTS

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. If the roof is a hip type then a minimum of 6/12 pitch shall be used. If the roof is to be a gable type then a minimum of 8/12 pitch shall be used.
- c. Exterior of the first story of all dwellings shall be a minimum of 80% brick or stone. The second story soffit, fascia, and gable materials may be redwood, cedar, stucco, fiber cement siding, or exterior insulation finish system (EIFS). The Developer shall approval all colors. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
- d. All dwellings must be connected to the existing public utilities at the time of construction or provide connections from the home site to any utility that is under construction or has been proposed to be construction within this subdivision, unless otherwise approved.

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- e. An address stone is to be placed on the front exterior of all homes. The stone shall be 8" x 16" with the address and street name shown thereon.
- f. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. No drainage pipe or structure shall be installed by the homeowner on or in any drainage swale or ditch other than a driveway pipe or culvert. Said driveway pipe shall not exceed 10.00 feet on either side of their drive and shall be no smaller than 12 inches in diameter or as determined by the developer. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Developer.
- g. All driveways are to be of brick or stone pavers, asphalt or concrete four (4) inches thick. The Developer shall approve the location of said driveway. The lot owners must maintain driveways in good repair. Front walks from drive to house shall be hard surfaced.
- h. Twelve (12)-hardwood trees of the type, size and location as approved by the Developer shall be provided and maintained by the homeowner. Owners shall replace any such trees that are damaged, diseased or dead during the next planting season. A landscaping package shall be planted long the front of the home.
- i. Landscaping proposals for all lots must be submitted and are subject to approval by Developer. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- j. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, slightly order, containing all trash and debris within the lot and properly disposed of or removed. If trash leaves site, developer will place one phone call to property owner giving them 48 hours to clean up trash. If trash hasn't been cleaned up, the developer will fine the property owner \$100.00 per occurrence. Owner and their builder/contractors shall register and obtain from the Developer a copy of *WALTERS FIRST SUBDIVISION* (subsequent sections) plat and covenants and restrictions.
- k. Through construction only, the side property lines will be fenced or roped off. The front of lot next to the asphalt shall be fenced or roped off to a point 50' either side of the property line. Access to the lot shall be through the proposed drive location only. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to, streets, drainage area, utilities or other improvements.

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1. All owners shall be fully responsible for providing proper erosion control on their lot. In the event: proper erosion control is not maintained, the lot owner shall be responsible for any and all damages incurred by the Developer, its successors and the *WALTERS FIRST SUBDIVISION HOME OWNERS' ASSOCIATION*. The Developer shall have the right to assess cost for repair of damage caused by the lot owner's failure to control erosion. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner lot. Standards for erosion control shall be set by the Morgan County Surveyor's Office.

m. All lot owners, for the good of the community, shall maintain their lots in good condition to the edge of street pavement.

8. UTILITY EASEMENTS.

Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required, such as lines, ducts, gas, water, sewer, storm mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within any easement. Maintenance of the easement area is the responsibility of the owner.

9. DRAINAGE EASEMENTS.

Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner. Filling or hindering in any way flow of water in the street side swales is prohibited. Each lot owner shall maintain the street swale, including mowing grass, in a condition such that the flow of water within the swale is not impeded. Developer retains the right to use drainage easements throughout the subdivisions for installation, maintenance and repair of drainage structures including, pipes, tiles, inlets, manholes, cleanouts, septic filed perimeter drains and open swales.

10. VEHICLE PARKING.

No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles (of the kind and nature described above) may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The Developer shall determine what is acceptable screening and shall determine what a reasonable length of time is.

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11. STORAGE AND REFUSE DISPOSAL.

No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including recreational vehicles, boat, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

12. VACANT LOT MAINTENANCE.

Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation to grow in excess of twelve (12) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the Developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable.

13. BUSINESS.

No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature to be carried on in a manufacturing, wholesaling or retailing manner, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

14. NUISANCE.

No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

15. STORAGE TANKS.

No bulk storage tanks of any kind will be allowed.

16. UTILITY STORAGE BUILDINGS.

Maximum size of any accessory building shall be eighteen hundred (1800) square feet, limited to one out building per lot. Accessory building exterior shall match the dwelling in material and color. The roof pitch shall be approved by the developer. The front building line for all outbuildings shall be 85' from the rear property line. The front of the outbuilding shall not extend beyond the front of the house.

17. FENCES.

No fence shall be erected until approval is obtained from the Developer as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type provided the Developer has approved such fence. All fences shall be maintained in good repair.

18. ANIMALS.

No animals, livestock or poultry shall be raised bred or kept upon any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs shall be confined and kept quiet and also securely restrained and leashed at all times.

19. POOLS.

No above ground type pool will be permitted.

20. MAILBOXES.

Developer shall specify style, type, color, post and location of all mailboxes.

21. BASKETBALL GOALS.

Type and location of all basketball goals are subject to approval by the Developer.

22. SIGNS.

No signs of any kind shall be displayed to the public view on any view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs any larger than five (5) square feet shall be allowed by the builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer while lots are being sold. The Developer retains the rights for informational signs continuing after the sale of the lot.

23. SANITARY SEWERS.

When sanitary sewers are available within the subdivision each home owner shall connect to the sewer within one-year from the date the sanitary sewers are available for connection.

24. SECURITY LIGHTS.

Each home owner shall pay their prorated share of the cost of security lighting in *WALTERS FIRST SUBDIVISION* and Wildwood Shores Subdivision.

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25. ENFORCEMENT.

The *WALTERS FIRST SUBDIVISION* and subsequent sections, Covenants and Restrictions as set out in this agreement can be enforced by proceeding at law by the Developer, the owner of any lot or the *WALTERS FIRST HOME OWNERS ASSOCIATION*. Any of these parties may bring civil action against a lot owner violating these covenants and restrictions. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years for the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners in all platted sections of *WALTERS FIRST SUBDIVISION*.

After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners with each lot owner allowed one vote for each lot owned. Should any item or part of these covenants and restrictions be invalidated by judgment, court order or legislation the remaining items shall continue in full force and effect. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title.

Any person, partnership, corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, courts costs, and actual damage to the Developer, homeowner or *WALTERS FIRST SUBDIVISION HOMEOWNERS' ASSOCIATION* for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the Developer. These covenants and restrictions are binding and enforceable on the owner of any lot in the subdivision and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiffs attorney and other trial fees and appellate fees, all shall be attached to and to be a lien upon any real estate owned by the defendant in this subdivision in the even of an adverse judgment in favor of the plaintiff and against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer, other lot owners and the *WALTERS FIRST SUBDIVISION HOMEOWNERS' ASSOCIATION* will be the monies expended by the Developer, lot owners or *WALTERS FIRST SUBDIVISION HOME OWNERS' ASSOCIATION* in removing or rectify the violation and expenses which accrue in bringing action to remedy the violation.

HOMEOWNERS' ASSOCIATION

All owners of the Real Estate whether legal or equitable, except the Developer, shall upon purchase of a lot from the Developer become members the homeowner's association being the *WALTERS FIRST SUBDIVISION HOMEOWNERS' ASSOCIATION*, which was created by action of recording covenants, restrictions and homeowners' association requirements for said association. The Homeowner's Association shall be formed not later than the sale of the 14th lot.

The purpose of the association and all assessments levied by the association shall be for the purpose of promoting the preservation and conservation of the environment of the subdivision, for promoting recreation, health, safety and welfare of the residents of the subdivision and in particular for the improvements and maintenance of the properties, services and facilities devoted to the above purposes and related to the use and enjoyment of the common properties such as but not limited to entrance signs, entrance landscaping and area lighting, situated in the subdivision including, but not limited to the payment of taxes and insurance thereof and repair, replacement, maintenance of the common properties, including the cost of labor, equipment, materials and management and supervision thereof.

1. MEMBERSHIP. The membership shall exist for each owner of a lot in the subdivision after sale of the lot by the Developer. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. Purchasers on contract "Equitable Owners" shall be entitled to the membership rather than the Developer. Developer is not a member of the Association and is not entitled to any vote nor is the Developer required to pay any annual assessments on any lot.

2. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The initial annual assessment shall be in the sum of \$100.00 per lot for each lot sold by the Developer or his successor, regardless of whether the sale is by land contract or deed. The payment shall be due on an annual basis starting on the 2nd day of August of the year following purchase of the lot from the Developer and continuing annually thereafter. The money shall be paid to the treasurer of the *WALTERS FIRST SUBDIVISION HOMEOWNERS' ASSOCIATION*. In no event shall any assessment, charge or special assessment as provided below be levied against or be due from the developer.

3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized by the above paragraph, the Association may levy in any assessment year on each lot sold by the developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property related thereto, provided any such assessments shall add the affirmative approval of two-thirds of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at their listed address with the Association at least 30 days in advance of the meeting and shall set forth in the written notice the purpose of the meeting, assessment and the time and place of the meeting.

4. CHANGE AND AD MAXIMUM OF ANNUAL ASSESSMENTS. The

Association may increase or decrease the amount of its annual assessment as determined by an affirmative vote to two-thirds of the voting members who are voting in person or by proxy at meeting duly called for this purpose, written notice shall be sent to all members at the address given to the Association by the lot owner at least 30 days prior to the meeting with the notice stating the purpose of the meeting and the date and time and place of the meeting.

5. QUORUM FOR ANY ACTION. Quorum required for changing the amount of the

annual assessments or for a special assessment for capital improvements shall consist of 60% of the membership. The quorum vote can be by written proxy or the membership appearing in person at the meeting. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirements set out for the purpose of the meeting. The same quorum vote is required for all decisions that require approval by the homeowners.

6. DUTIES OF THE BOARD OF DIRECTORS. The management, affairs and

policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto and at least 30 days in advance of such assessment due date. The Secretary/Treasurer of the Association shall keep such assessment roster in the office of the Association or. Written notice of the assessment shall thereupon be sent to every owner subject to the assessment. The Association shall upon demand at any time furnish to any owner liable for said assessments certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment. If any assessment is not paid on the date when due, the assessments and cost of collection thereof as hereinafter provided, shall thereupon become a continuing lien against the property which shall bind such property in the hands of then owner, his heirs, devisee, personal representatives and assigns. If the assessment is not paid within 30 days after the due date, a delinquency fee of Ten Dollars shall be added thereto and from the date of the delinquency shall run at the rate of 12% per annum of both the assessment and any penalty. The Association may bring an action at law to collect the penalty from the owner and shall be allowed to collect the assessment, delinquency fee, interest, cost of preparing and filing the complain in the action, attorney fees, and all other costs assessed by the Court in the collection of said debt.

7. PRIORITY. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to the date of recordation and operation of law. The Association shall have the right to file a lien against any property that has a delinquency in payment of its annual assessment or special assessment and the lien shall be placed against the property in the same name of the lot owner owing the assessment.

8. EXEMPT PROPERTY. The following property subject to this declaration shall be exempted from the assessments, charge and lien created by the Homeowner's Association: (a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) All common properties of the development; (c) All properties owned by the Developer, and all properties held by the Developer for sale or resale including any lots that may have been re-acquired by the Developer.

9. TERMS. The Association shall exist for a period of twenty-five years from the date of plat recording and thereafter unless terminated by a vote of 75% of the members.

10. OFFICERS AND DIRECTORS. The Association has three Directors one of which shall serve as President, the other as Vice-President and the third as Secretary/Treasurer. Each Director shall serve for a term of one year. After the first six lots are sold, the developer will call a meeting to establish the Home Association and elect the officers. At the annual meeting of the Association, the Director(s) shall be elected for the coming year.

11. DUTIES. The Directors shall be responsible for setting all meetings, payment of all maintenance caused on common areas, maintaining the records for the Association, maintaining all financial records and accounting for all monies, for collection of due, for entering into contracts for work in any common area, for recording liens, and taking care of all the other business of the Association. The Directors shall also be responsible for creating by-laws and rules for governing the Association and meetings of the Association. The Secretary of the Association shall also maintain a minute book of all proceedings and keep all records of the Association meetings, business and financial dealings.

12. ANNUAL MEETINGS. The annual meeting of the Association shall be at 7:00 p.m. on the last Wednesday of January unless others established by the directors. Notice of the time, date and place shall be mailed by regular mail to all owners of parcels in *WALTERS FIRST SUBDIVISION* all sections, according to the records of the Morgan County Auditor. Other special meetings may be called by the directors or upon a request of 20% of the membership with said meeting to take place within 35 days from the request.

13. LANDSCAPED ENTRANCE WAY. It is the responsibility of the Homeowner's Association to maintain landscaping of the entrance mounds.

14. SECURITY/STREET LIGHTING The Homeowner's Association shall pay the cost associated with installation and maintenance of community street lighting in Walters First Subdivision. Further, the Walters First Subdivision Homeowner's Association shall contribute to their prorated share of the annual cost of maintenance and electricity for street lighting along Candice Drive and Michael Lane.

15. **STORMWATER SYSTEM MAINTENANCE** The Homeowner's Association is responsible for maintenance and repair of the stormwater system including, detention basins, sediment traps, water quality structures, control structures, common pipes and tiles, and any other common stormwater facility that is not maintained as a part of the street. The Association is responsible for payment of any stormwater facility inspection fees or fines that may be imposed by Morgan County Surveyor's Office.

BY: Dwayne Walters
Dwayne Walters, Developer

State of Indiana)
) SS:
County of Morgan)

Before me, a notary public, personally appeared Dwayne Walters, Owner/Developer of the Walters First Subdivision, and acknowledged the execution of the forgoing instrument as their voluntary act and deed for the use and purpose therein expressed. Witness my hand and seal this 28th day of February, 2006, 2007

Lisa L. Zerner
Signature of Notary Public

County of Residents: Hendricks
My Commission Expires: April 1, 2014

Lisa L. Zerner
Printed Name of Notary Public



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
Name: Lisa L. Zerner
Printed: Lisa L. Zerner

WALTERS FIRST SUBDIVISION

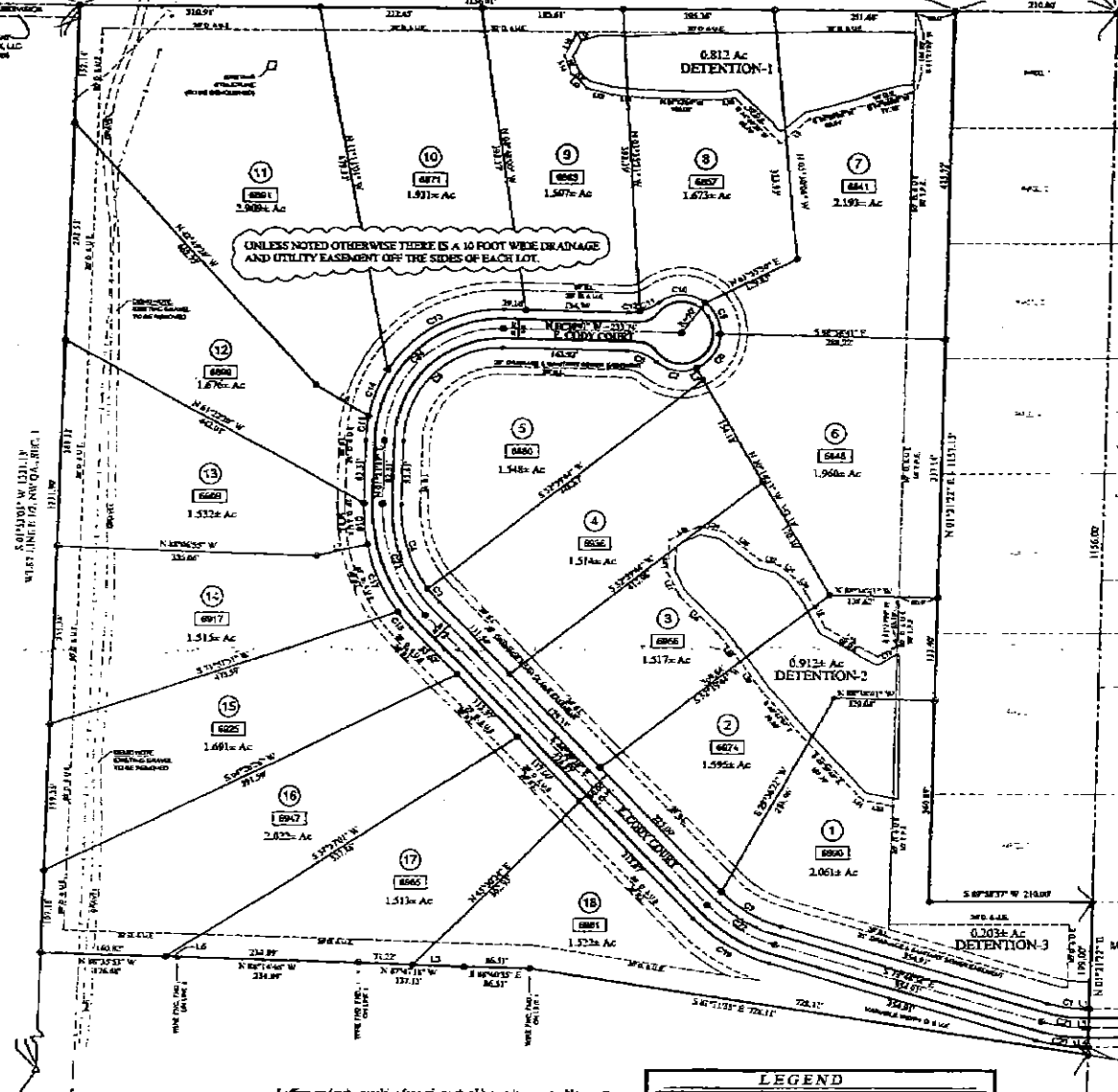
A part of the East Half of the Northwest Quarter of Section 3, Township 13 North, Range 2 East, Madison Township, Morgan County, Indiana.

FLOOD INFORMATION STATEMENT:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN WITHIN THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP, ALL OF THE LAND WITHIN THE PLAT LIES WITHIN THE FLOOD HAZARD ZONING AS SCALED FROM COUNTY PANEL NO. 1007B 00B B OF THE FLOOD INSURANCE RATE MAPS FOR MORGAN COUNTY, INDIANA, DATED JUNE 1, 1994.

1. IN WITH CAP ENGRAVED "BENNETT" FND. 423' N 41° 30' 00" W OF THE NW COR. OF "WALTERS FIRST SUBDIVISION" (14.500'±) 2. 1.3132 AC

DISTANCE	
37' E	4.63'
33' E	17.70'
12' E	63.80'
37' W	3.43'
37' W	6.03'
57' E	13.88'
45' W	80.72'
57' W	11.02'



SURVEYOR'S REPORT

EXHIBIT INSTRUCTIONS: This report is the final product of the survey and is intended to be used as a reference by the purchaser of the land shown on this plat. It is not intended to be used as a warranty or as a representation of the value of the land shown on this plat. The survey was conducted in accordance with the rules and regulations of the Board of Surveyors and the rules of the State of Indiana.

EXHIBIT ENCLAVES: Pursuant to this report to locate or establish land boundaries, easements, rights-of-way, and other features, the surveyor has used all available records, including previous surveys, field notes, and other documents. The surveyor has also conducted a field inspection of the property and has found no evidence of any encroachments or other matters that would affect the accuracy of this survey.

EXHIBIT NOTES: The surveyor has used all available records, including previous surveys, field notes, and other documents. The surveyor has also conducted a field inspection of the property and has found no evidence of any encroachments or other matters that would affect the accuracy of this survey.

EXHIBIT PLAN: The surveyor has used all available records, including previous surveys, field notes, and other documents. The surveyor has also conducted a field inspection of the property and has found no evidence of any encroachments or other matters that would affect the accuracy of this survey.

LINE	BEARING	DISTANCE
L1	E 50° 00' 00" W	40.00'
L2	N 80° 30' 00" W	20.12'
L3	N 70° 00' 00" W	20.10'
L4	N 70° 00' 00" W	20.10'
L5	N 70° 00' 00" W	20.10'
L6	N 70° 00' 00" W	20.10'
L7	N 70° 00' 00" W	20.10'
L8	N 70° 00' 00" W	20.10'
L9	N 70° 00' 00" W	20.10'
L10	N 70° 00' 00" W	20.10'
L11	N 70° 00' 00" W	20.10'
L12	N 70° 00' 00" W	20.10'
L13	N 70° 00' 00" W	20.10'
L14	N 70° 00' 00" W	20.10'
L15	N 70° 00' 00" W	20.10'
L16	N 70° 00' 00" W	20.10'
L17	N 70° 00' 00" W	20.10'
L18	N 70° 00' 00" W	20.10'
L19	N 70° 00' 00" W	20.10'
L20	N 70° 00' 00" W	20.10'
L21	N 70° 00' 00" W	20.10'
L22	N 70° 00' 00" W	20.10'
L23	N 70° 00' 00" W	20.10'
L24	N 70° 00' 00" W	20.10'
L25	N 70° 00' 00" W	20.10'
L26	N 70° 00' 00" W	20.10'
L27	N 70° 00' 00" W	20.10'
L28	N 70° 00' 00" W	20.10'
L29	N 70° 00' 00" W	20.10'
L30	N 70° 00' 00" W	20.10'
L31	N 70° 00' 00" W	20.10'
L32	N 70° 00' 00" W	20.10'

SURVEYOR'S CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a general of land containing eighteen (18) lots, numbered 1 through 18 inclusive, to be known as "Walters First Subdivision", and the survey of the boundary of said parcel was performed under my direct supervision, in compliance with Title 65, Art. 1, Ch. 12, of the Indiana Administrative Code, and that the field work for said survey was completed on or before August 01, 2007.

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DEDICATION OF WALTERS FIRST SUBDIVISION:

The undersigned, Dwayne Walters, as owner of the real estate shown, described and subdivided hereon, does hereby certify that he has planned and subdivided the same into lots, to be known as "Walters First Subdivision", and does now wish to make the following covenants, dedications, restrictions, conditions and provisions for the mutual benefit of all lot owners. The same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns.

1. COVENANTS AND RESTRICTIONS. All purchasers, their heirs and assigns of units in "Walters First Subdivision", shall take title to said lot(s) subject to declaration of covenants and restrictions and code of By-Laws as recorded in Instrument Number 20070221 in the Office of the Recorder of Morgan County, Indiana, and shall be bound by the conditions contained therein.

2. STREET AND RIGHT-OF-WAY DEDICATION. All areas shown and designated herein as street or right-of-way are hereby dedicated to the public for roadway purposes.

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Dwayne Walters, owner of said property, this 28th day of February, 2007.

ROSS O. HOLLOWAY
REGISTERED LAND SURVEYOR
NO. 50530
EXPIRES FEBRUARY 15, 2007

IRON PIN FND. ACCEPTED
SE COR., NW 1/4, SEC. 3
SET BY S.D. BENNETT, IN JAR ALTA
SURVEY FOR SPANISH LAKE PARK, DATED
NOV. 13, 1999

ROSS O. HOLLOWAY
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HOLLOWAY
ENGINEERING & SURVEYING
P.O. Box 124
Madison Township, Morgan County, Indiana, 46188
Phone: 317-831-7918
Holloway@holloway-engineering.com

ROSS O. HOLLOWAY
REGISTERED LAND SURVEYOR
NO. 50530
EXPIRES FEBRUARY 15, 2007

FILE NO. 103299 (FINAL)
DATED February 15, 2007

TRAVEL BY J.A.P.
CHECKED J.A.P.
REVISED J.A.P.
REVISIONS

RST SUBDIVISION
East Quarter of Section 3, Township 13 North,
Madison Township, Morgan County, Indiana.

ROSS O. HOLLOWAY
REGISTERED LAND SURVEYOR
NO. 50530
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