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JULIE L. VOORHIES
MARION COUNTY IN RECORDER

FEE: \$ 34.50

PAGES: 8

By: SC

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
WALSH ESTATES, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN MARION COUNTY

The undersigned, K and M Realty, (sometimes referred to herein as "Owner or "developer"), for and as Owner and developer of the real property described in Exhibit "A" attached, to be known as Walsh Estates, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Walsh Estates, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit "A".

Article One. Use Restrictions

All lots in this subdivision and all-present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

- 1.01. The lots located within Walsh Estates shall be used for detached single-family cluster dwellings in accordance with the present zoning of Walsh Estates by Marion County. No lot shall be used for any purpose not presently permitted by the zoning of Marion County without approval of the Walsh Estates Homeowners Association, a not-for-profit association, herein after more specifically defined and established; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of said association.
- 1.02. Single Family dwelling shall have a minimum of 1,700 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage. Split level dwelling shall have minimum of 1,700 square feet in total on the ground level floors. The exterior of all buildings shall be a minimum of 75 percent masonry except for doors and windows. No exterior lighting illuminating a neighbors residence is permitted. All driveways and parking areas shall be hard surfaced, gravel or stone driveways shall be permitted.
- 1.03. No portion of any residential lot or structure thereon shall be used or permitted to be used for any industrial or commercial business purpose. In addition, no noxious, offensive or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.
- 1.04. No trailer, tent, shack, garage, barn, car or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision, except by owner during construction of the project. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications.
- 1.05. Only one truck, motorcycle, boat, bus, camper trailer or other similar housing or recreational device, and no more than two cars shall be stored outside of a garage. All vehicles shall be parked on a hard surface

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- 1.06. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of scrap, scrap iron, water, paper or glass or any reclamation products parts or materials except that during the period an improvement is been erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however any such building material not incorporated in said improvement within ninety days after it's delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one year from the date of the construction. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the association or its successors and assigns.
- 1.07. No portion of any lot nearer to any street then the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn or garden; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowerbeds, ornamental plants, or hedge for the purpose of beautifying said lot. No wood, masonry, concrete, metal or other inanimate fenced area and residence shall enclose an area greater than 10,000 square feet on plan. Wood, masonry, concrete, metal or other inanimate fence material shall be no closer than five feet from a lot line.
- 1.08. All lawn areas shall be maintained in a neat and orderly manner. Native plant areas are allowed
- 1.09. No tanks for the storage of propane gas or fuel oil shall be located above ground or buried beneath the ground surface, however propane tanks for construction operations may be located above ground.
- 1.10. No livestock or poultry of any kind 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 any commercial purpose, that they are limited in number so as not to be a nuisance or disturbance to other, and that they are not permitted to run loose
- 1.11. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the association and (ii) signs used by Owner, it's successors and or assigns, to advertise lots in residences for sale during the construction and initial sale period.
- 1.12. No lot owner shall alter, impair or change any easement without first obtaining the written consents of the association and the lot owner or owners for whose benefit such easement exists.
- 1.13. All rubbish and debris combustible and non-combustible, and all garbage, shall be stored in and maintained in containers entirely within the garage or basement. However, rubbish and debris combustible and non-combustible, and garbage can be stored in outside containers if approved by the association.
- 1.14. No well for the production of gas, oil or otherwise, whether intended for temporary or permanent purposes shall be drilled or maintained on any lot,

for resale under IC 36.2.1

This document is provided for resale under IC 36-2.7

nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable us of adjoining premises.

- 1.15. No individual sewage disposal system shall be permitted on any lot without prior written approval by the association and Marion County, and, if approved will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the association as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties. Solar panels re to be maintained for function and for aesthetics.
- 1.16. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the department of public works of the city of Indianapolis, Indiana. Property owners must maintain these swales as sodden grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public works of the City of Indianapolis, Indiana. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.
- 1.17. Exterior lighting is limited to 4,500 lumens.

Article Two. Homeowners Association

A not-for-profit association to be known as Walsh Estates Homeowners Association, shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

- 2.0] Walsh Estates Homeowners Association, shall be guided by one director and a secretary/treasurer who initially shall be appointed by the undersigned. Each lot owner of a lot in Walsh Estates shall become a shareholder of said association upon purchase of said lot. Each platted lot is equal to a share.
- 2.02 The director of said association shall serve until their successor is elected by a simple majority vote. Upon the incapacity, resignation or death of a director of the association, his successor shall be appointed by the remaining shareholders of the association within six months of the incapacity, resignation or death of a director of the association
- 2.03 The director and secretary/treasurer's term is for two years. An election shall occur at the minimum yearly meeting on the first Tuesday in November. All association dues are to be current and paid in full prior to a shareholders participation in the election.
- 2.04 The secretary/treasurer shall expense monies only as directed by the director. The director shall direct expenditures for the betterment of the

for resale under IC 36-2.7

association and as directed by the majority vote of shareholders. At no time shall the secretary/treasurer be directed to expense money that would result in a negative cash flow.

- 2.05 All association meetings shall be announced to all shareholders a minimum of 30 days prior to the meeting, except when time is of the essence.
- 2.06 In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these restrictions and covenants, the association shall be empowered to levy, assess and collect an amount not to exceed \$1,000 dollars a year from each and every lot owner in said Walsh Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Walsh Estates.
- 2.07 Any amount so assessed or levied is not paid when due and remains in arrears for more than sixty days, the association may cause to be filed with the Marion County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due of from the lien thereof
- 2.08 The association shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan or development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the association.
- 2.09 In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the association, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.
- 2.10 The association approval or disapproval as required in these Covenants shall be in writing, and any determination made by the association in good faith shall be binding on all parties in interest. If the association shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said association.

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2.11 Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN WALSH ESTATES HAS BEEN APPROVED FOR PERMITS ANDS CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

WALSH ESTATES HOMEOWNERS ASSOCIATION

By: _____

2.12 The association, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the association or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof; the structure or condition deemed by it to be in violation hereof, and said association or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver therefor or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof If; in the opinion of the association, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship the association may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

2.13 Walsh Estates may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public right-of way. In addition, Landscape easement areas may be imposed on a portion of certain lots. The association shall have the right to enter onto such open space, public right-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in

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Walsh Estates and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in both sections of Walsh Estates. In addition, the association shall provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Walsh Estates, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government

The plat drawing of Walsh Estates contain areas depicted as drainage, utility, easement and/or common open space The association shall have the right to enter said areas as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas

2.14 The association has the power to expend its money on the reasonable care and proper maintenance of the common open space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Walsh Estates subdivision, and such other community services approved by a majority of the lot owners in Walsh Estates.

2.15 Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by reserved to or given to the association may be assigned or transferred to anyone or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said association. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said association, shall thereupon be released from all the rights powers, duties and obligations in this instrument reserved to or given to and assumed by said association. The right of assignment hereby reserved to the association is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the association may determine. Whenever in this instrument reference is made to say association, such reference shall be deemed to include the successors and assigns of said association.

Article Three. Other Conditions

3.01 These covenants and restrictions shall be taken to be real covenants running without the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 2015,

for resale under IC 36.2.1

This document

EXHIBIT "A"

Order No. 000348790

A PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT FOUND PER MARION COUNTY SURVEYOR TIES AND MARKING THE NORTHEAST CORNER OF THE SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 520.00 FEET, THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 345.00 FEET, - THENCE THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID QUARTER SECTION 108.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 813.20 FEET, THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 345.00 FEET TO A MAG NAIL SET ON THE EAST UNE OF SAID QUARTER SECTION, THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 50.00 FEET TO A MAG NAIL SET; THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 299.30 FEET TO A CAPPED REBAR SET MARKED "9700013"; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 228.05 FEET (MEASURED) 247.55 FEET (DEED) TO A CAPPED REBAR SET MARKED "9700013", THENCE SOUTH 85 DEGREES 53 MINUTES 45 SECONDS WEST 1033.19 FEET (MEASURED) 1034.72 FEET (DEED) TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST ON AND ALONG THE WEST LINE OF SAID HALF QUARTER SECTION 1752.11 FEET (MEASURED) 1752.2 FEET (DEED) TO A RAILROAD SPIKE FOUND MARKING THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION, THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 25.00 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID HALF QUARTER SECTION 618.00 FEET TO A CAPPED REBAR SET MARKED "9700013", THENCE NORTH 69 DEGREES 09 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION 399.90 FEET TO A CAPPED REBAR SET MARKED "9700013"; THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 618.04 FEET TO A MAG NAIL SET ON THE NORTH LINE OF SAID HALF QUARTER SECTION; THENCE NORTH 89 DEGREES 09 MINUTES 52 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION 50.00 FEET TO A MAG NAIL SET; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST UNE OF SAID HALF QUARTER SECTION 619.19 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION 514.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED) TRACT CONTAINING 26.952 ACRES MORE OR LESS.

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JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

2013 AUG -8 P 3:00

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

WALSH ESTATES', INC.

THIS INDENTURE WITNESSETH, That the above corporation hereby adds as item 14 to all the deeds of real property known as WALSH ESTATES, the attached declaration of covenants, conditions and restrictions for Walsh Estate's, Inc. pages 1 through 7 and any subsequent additions or changes existing as the lot is purchased from the Owner or Developer.



President, Walsh Estates, Inc.

STATE OF INDIANA

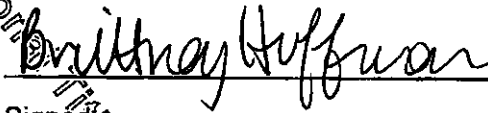
COUNTY OF MARION

SUBSCRIBED AND SWORN TO, BEFORE ME, A NOTARY PUBLIC.

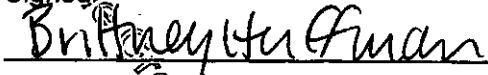
MY COMMISSION EXPIRES:

July 25, 2019






Signed



Printed

This instrument prepared by Aaron Freeman, #24889-49, Attorney at Law. 8925 Southeastern Ave., Indianapolis, IN 46239

I, Aaron Freeman, 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.



Aaron Freeman

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JOSEPH P. MCCONNOR
MARION COUNTY ASSESSOR

090891

2014 FEB -3 A 10:36

ONLY INTERESTED PARTIES
SUBJECT TO TAKE ACTION IN THE
FUTURE

A201400008641

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
WALSH ESTATES, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN MARION COUNTY

02/03/2014 10:33 AM

JULIE L. VOORHIES

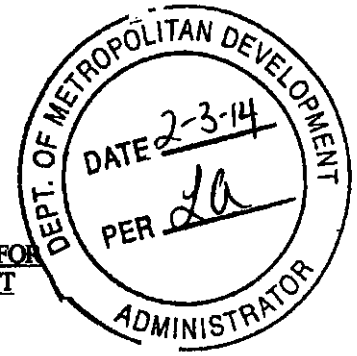
MARION COUNTY IN RECORDER

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- 1.03. No portion of any residential lot or structure thereon shall be used or permitted to be used for any industrial or commercial business purpose. In addition, no noxious, offensive or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.
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Marion County Assessor
FEB 03 2014
under IC 36.2-7
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- 2.06 In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these restrictions and covenants, the association shall be empowered to levy, assess and collect an amount not to exceed \$1,000 dollars a year from each and every lot owner in said Walsh Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Walsh Estates.
- 2.07 Any amount so assessed or levied is not paid when due and remains in arrears for more than sixty days, the association may cause to be filed with the Marion County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due of from the lien thereof
- 2.08 The association shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan or development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the association.
- 2.09 In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the association, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.
- 2.10 The association approval or disapproval as required in these Covenants shall be in writing, and any determination made by the association in good faith shall be binding on all parties in interest. If the association shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said association.

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2.11 Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN WALSH ESTATES HAS BEEN APPROVED FOR PERMITS ANDS CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

WALSH ESTATES HOMEOWNERS ASSOCIATION

By: _____

2.12 The association, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the association or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said association or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver therefor or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof If, in the opinion of the association, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship the association may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

2.13 Walsh Estates may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public right-of way. In addition, Landscape easement areas may be imposed on a portion of certain lots. The association shall have the right to enter onto such open space, public right-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in

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Walsh Estates and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in both sections of Walsh Estates. In addition, the association shall provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Walsh Estates, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government

The plat drawing of Walsh Estates contain areas depicted as drainage, utility, easement and/or common open space The association shall have the right to enter said areas as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

- 2.14 The association has the power to expend its money on the reasonable care and proper maintenance of the common open space, landscaped areas and "easement areas" including drainage, utility and sewer easement areas in any section of the Walsh Estates subdivision, and such other community services approved by a majority of the lot owners in Walsh Estates.
- 2.15 Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by reserved to or given to the association may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said association. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said association, shall thereupon be released from all the rights powers, duties and obligations in this instrument reserved to or given to and assumed by said association. The right of assignment hereby reserved to the association is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the association may determine. Whenever in this instrument reference is made to say association, such reference shall be deemed to include the successors and assigns of said association.

Article Three. Other Conditions

- 3.01 These covenants and restrictions shall be taken to be real covenants running without the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 2033.

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This document

EXHIBIT "A"

Order No. 000348790

A PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, FRANKLIN TOWNSHIP, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT FOUND PER MARION COUNTY SURVEYOR TIES AND MARKING THE NORTHEAST CORNER OF THE SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 520.00 FEET, THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 345.00 FEET, - THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID QUARTER SECTION 106.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 813.20 FEET, THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 345.00 FEET TO A MAG NAIL SET ON THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 50.00 FEET TO A MAG NAIL SET, THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 299.30 FEET TO A CAPPED REBAR SET MARKED "9700013", THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 228.05 FEET (MEASURED) 247.55 FEET (DEED) TO A CAPPED REBAR SET MARKED "9700013", THENCE SOUTH 88 DEGREES 53 MINUTES 45 SECONDS WEST 1033.19 FEET (MEASURED) 1034.72 FEET (DEED) TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST ON AND ALONG THE WEST LINE OF SAID HALF QUARTER SECTION 1752.11 FEET (MEASURED) 1752.2 FEET (DEED) TO A RAILROAD SPIKE FOUND MARKING THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION, THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 25.00 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID HALF QUARTER SECTION 818.00 FEET TO A CAPPED REBAR SET MARKED "9700013", THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION 389.90 FEET TO A CAPPED REBAR SET MARKED "9700013"; THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 618.04 FEET TO A MAG NAIL SET ON THE NORTH LINE OF SAID HALF QUARTER SECTION; THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS 50.00 FEET TO A MAG NAIL SET; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION 619.19 FEET, THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID HALF QUARTER SECTION 514.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED) TRACT. CONTAINING 26.952 ACRES MORE OR LESS.

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WALSH ESTATES, INC.

THIS INDENTURE WITNESSETH, That the above corporation hereby adds as item 14 to all the deeds of real property known as WALSH ESTATES, the attached declaration of covenants, conditions and restrictions for Walsh Estate's, Inc. pages 1 through 7 and any subsequent additions or changes existing as the lot is purchased from the Owner or Developer.

Mark Walsh

President, Walsh Estates, Inc.

Mark Walsh

STATE OF INDIANA

COUNTY OF MARION

SUBSCRIBED AND SWORN TO, BEFORE ME, A NOTARY PUBLIC.

MY COMMISSION EXPIRES:

6-16-2018

Katherine Halley-Ames

Signed

Katherine Halley-Ames

Printed



TAFFIRM UNDER THESE CIRCUMSTANCES FOR PERSONS THAT HAVE TAKEN REASONABLE CARE TO PROTECT THEIR SOCIAL SECURITY NUMBERS AND ALL DOCUMENTS UNLESS OTHERWISE NOTED

Mark Walsh

or resale under IC 36.2.1

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Marion County Recorder

City County Building • 200 E. Washington Street • Suite 741 • Indianapolis, Indiana 46204
Office: 317-327-4020 • Fax: 317-327-3942

JULIE L. VOORHIES
RECORDER

MICHELE PERO
CHIEF DEPUTY

Correction Form for RECORDED Documents

Instrument # 201428641 (check box if recording) has been recorded with this missing and/or incomplete information. You may re-record this document by cross referencing to the instrument number on the document. Please include the reason for re-record at the top of the document along with the fees for the re-recording. This Correction Form has been permanently attached to and recorded with your documents by Data Entry for the following reason:

- Attachment/Exhibit Missing at Time of Recording
- Assessor/Auditor's Stamp Missing at Time of Recording
- Re-record of transfer of property may need additional fees for Assessor/Auditor stamp. Please call 317-327-4907.
- Company Name Missing at Time of Recording
- Cross Reference Missing/Original Document Number Missing or Incorrect at Time of Recording
- Legal Description Incomplete/Illegible/Missing at Time of Recording
- Property Not Located in Marion County
- Names Do Not Match Throughout Document
- Notary Incomplete at Time of Recording
- To/From/Other Party Missing at Time of Recording
- POA Number Missing at Time of Recording
- Signatures Missing at Time of Recording.
- Affirmation Statement Listed in I.C. 36-2-11-15 Missing at Time of Recording
- Address-Missing at Time of Recording
- Amount of Lien Missing at Time of Recording
- Name of Trust Missing at Time of Recording
- Scanned Image Illegible
- Prepared By Missing at Time of Recording
- Reason for Re-recording Must be on the Document
- Include Fees for Re-record

Other: _____

Date: 2-4-14 Clerk Initials: Jmpe 03

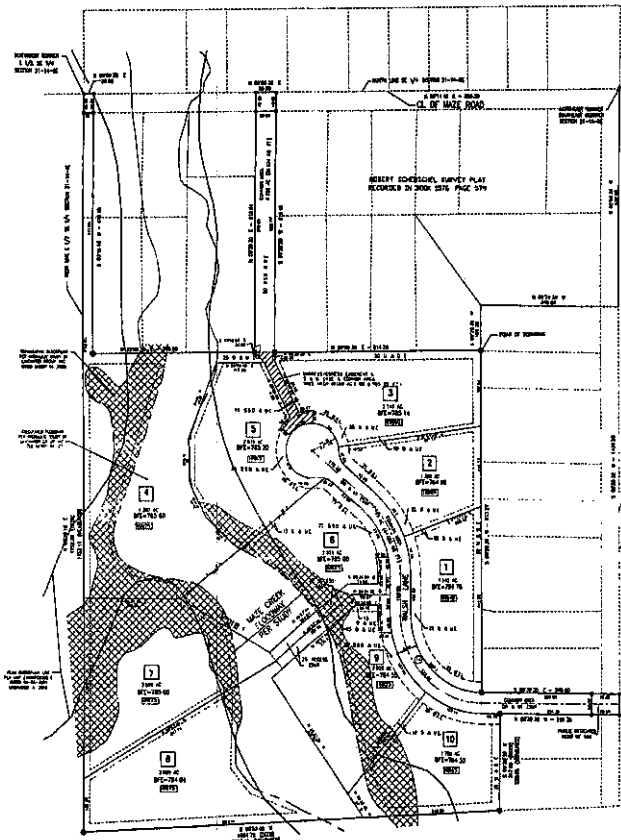
If you have any questions, please call DATA ENTRY at 327-5124, Monday-Friday, 8:00 a.m.-4:30 p.m.

This document is not eligible for resale under IC 36.2.7

WALSH ESTATES MAZE-ACTON ROADS FRANKLIN TOWNSHIP MARION COUNTY, INDIANA

PLAT NO. 113066
37854 I SEP 2008

2008-113066



STATION	STATION	STATION	STATION	STATION	STATION
1+00	2+00	3+00	4+00	5+00	6+00
7+00	8+00	9+00	10+00	11+00	12+00
13+00	14+00	15+00	16+00	17+00	18+00
19+00	20+00	21+00	22+00	23+00	24+00
25+00	26+00	27+00	28+00	29+00	30+00

STATION	STATION	STATION	STATION	STATION	STATION
1+00	2+00	3+00	4+00	5+00	6+00
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19+00	20+00	21+00	22+00	23+00	24+00
25+00	26+00	27+00	28+00	29+00	30+00

[Handwritten signatures and stamps]

- LEGEND**
- ⑩ LOT NUMBER
 - LOT BOUNDARY
 - STAIRWAY, SEWER, DRAINAGE AND UTILITY EASEMENT
 - DRAINAGE AND UTILITY EASEMENT
 - EASEMENT
 - RIGHT-OF-WAY
 - LIST CURVE DATA
 - CENTERLINE HORIZONTAL AND VERTICAL CURVE DATA
 - R/W BEARING AND DISTANCE
 - BEARING AND DISTANCE
 - SECTION CORNER
 - LOT ADDRESS
- WE = 784.78 BASED FLUSH ELEVATION
TOTAL DRAINAGE FOOTING OF COMMON AREA = 27 442.30 FT OR 4.782 AC

LEGEND

--- TOWNSHIP BOUNDARY
--- MARION COUNTY 100 YEAR FLOODWAY FENCE BOUNDARY
--- MARION COUNTY 100 YEAR FLOODWAY FENCE BOUNDARY

FILED
SEP 27 2008
FRANKLIN TOWNSHIP
MARION COUNTY, INDIANA

SEACORP II
2213 NORTH ARLINGTON AVENUE
INDIANAPOLIS, INDIANA 46218
(317)-899-0340/(317)-356-5881

FINAL PLAT

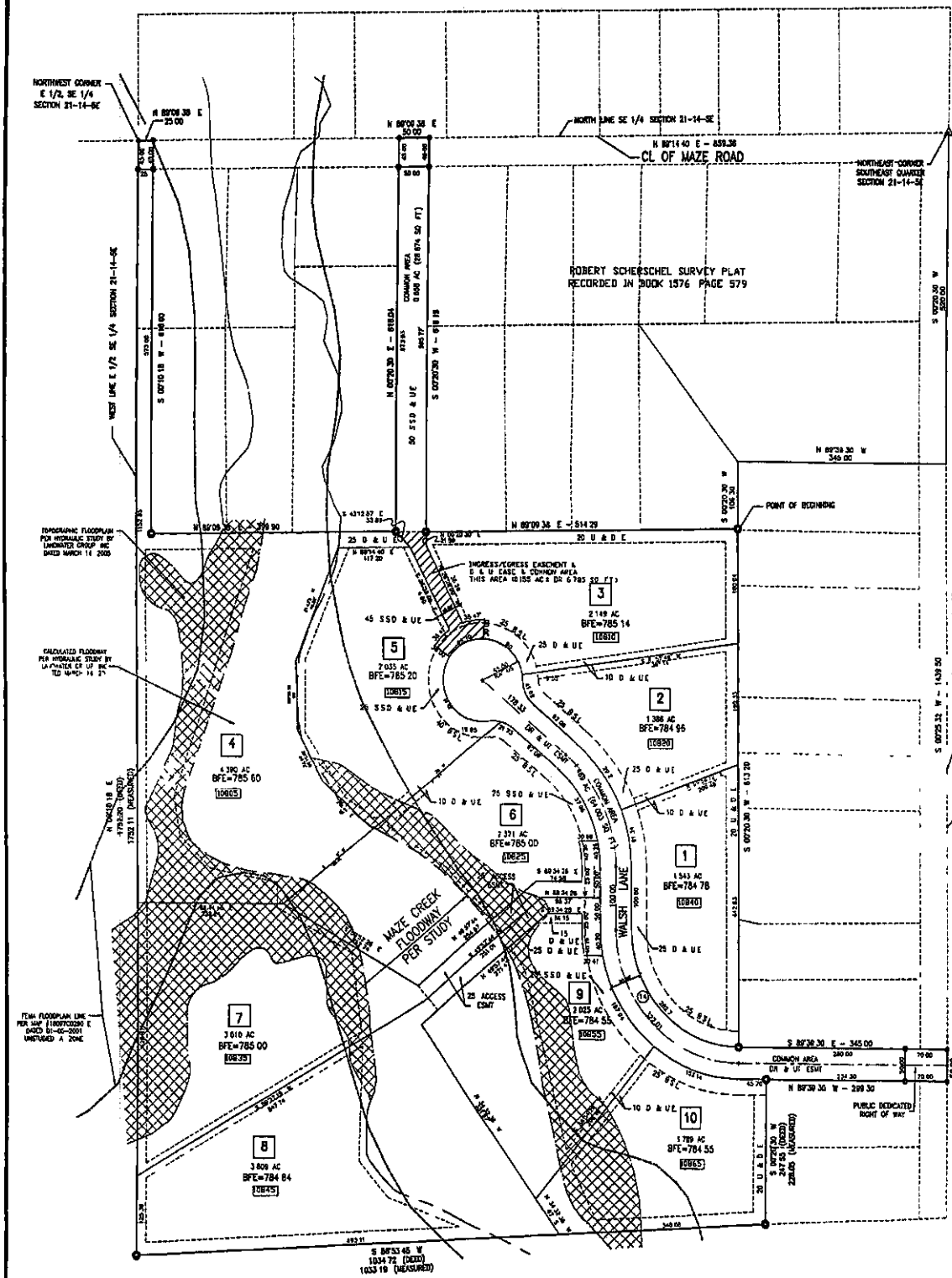
SEACORP II

FILED

JUNE 6, 2008

NO.	DATE	DESCRIPTION	BY	FOR
1	06/06/08	FINAL PLAT	[Signature]	SEACORP II

WA MA FRAN MARION



LEGEND

- FLOODWAY BOUNDARY
- TOPOGRAPHICAL 100 YEAR FLOODWAY FRINGE BOUNDARY
- FEMA ZONE A BOUNDARY
- TOPOGRAPHICAL 100 YEAR FLOODWAY FRINGE AREA

LEGEND

- 10 LOT NUMBER
- 7901 SF LOT SQUARE
- SANITARY SE' AND UTILITY
- SS D & U E DRAINAGE AN. LANDSCAPE E
- R/V RIGHT-OF-WA
- 17 LOT CURVE I
- CURVE B CENTERLINE
- CENTERLINE NAIL V/WASI
- R/V REBAR V
- BOUNDARY MO
- SECTION HD
- LOT ADDRESS

BFE = 784.78 BASIC FLD
 TOTAL SQUARE FOOTAGE OF C 99 462.50 FT DR 2 293 AC ±

SANITARY SEWER CONVEYANCE

THE OWNER(S) OF THIS PARCEL SHALL INCLUDE THE FOLLOWING COVENANT ON THE RECORDED PLAT AS PER SECTION 27-157

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE SANITARY SEWER CONSTRUCTION APPROVED BY THE DEPARTMENT OF CAPITAL ASSET MANAGEMENT AND THE REQUIREMENTS OF ALL SANITARY SEWER CONSTRUCTION PERMITS FOR THIS PLAN ISSUED BY SAID DEPARTMENT. OWNER FURTHER COVENANTS THAT NO BUILDING, STRUCTURE, TREE OR OTHER OBSTRUCTION SHALL BE ERRECTED MAINTAINED OR ALLOWED TO CONTINUE ON THE PORTION OF THE OWNER'S REAL ESTATE IN WHICH THE EASEMENT AND RIGHT-OF-WAY IS GRANTED UNLESS WRITTEN PERMISSION WHEN DULY RECORDED SHALL RUN WITH THE REAL ESTATE. THE DEPARTMENT AND ITS AGENTS SHALL HAVE THE RIGHT TO ENTER AND CROSS FOR TEMPORARY PURPOSES ONLY OVER THE OWNERS REAL ESTATE ADJOINING SAID EASEMENT AND RIGHT-OF-WAY WHEN NECESSARY TO CONSTRUCT REPAIR OR MAINTAIN SANITARY SEWER FACILITIES

STORM DRAINAGE COVENANT (DRAINAGE AND FLOOD CONTROL)

AS SET FORTH IN SECTION 153-31 THE OWNER(S) OF THIS PARCEL SHALL INC THE FOLLOWING COVENANT ON THE RECORDED PLAT

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL, I THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF PLAN AS APPROVED FOR THIS PLAT BY THE DEPARTMENT OF ASSET MANAGE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS IC ISSUED BY SAID DEPARTMENT.

FILED
 SEP 22 2008
 FRANKLIN TOWNSHIP
 ASSESSOR

APPROVED THIS 22ND DAY OF SEPTEMBER
 FRANKLIN TOWNSHIP AS
 [Signature]

WALSH ESTATES

BILLIE J BREAUX
MARION COUNTY AUDITOR

97854 | SEP 30 8

DULY ENTERED & RECORDED
SUBJECT TO FINAL ACCEPTANCE
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MAZE-ACTON ROADS FRANKLIN TOWNSHIP MARION COUNTY, INDIANA

THIS PLAY IS A PART OF THE PROPERTY REPRESENTED BY A CERTAIN
WARRENTY DEED RECORDED AS INSTRUMENT #2004 007087 RECORDED ON
APRIL 7 2004

2008-113066



LOT LINE CURVE DATA						
CURVE#	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
1	38°08'57"	230.00	153.14	150.33	79.53	S 70°30'00" E
2	41°50'08"	230.00	167.94	164.23	87.91	S 30°30'27" E
3	10°00'55"	230.00	40.20	40.15	20.15	S 04°34'56" E
4	11°15'07"	205.00	40.26	40.19	20.19	N 05°12'01" W
5	38°18'30"	205.00	137.06	134.53	71.20	N 29°58'49" W
6	25°56'25"	48.00	21.73	21.55	11.06	N 62°06'17" W
7	23°49'03"	48.00	19.95	19.81	10.12	N 86°59'01" W
8	133°28'08"	65.00	151.42	119.43	151.18	S 32°09'30" E
9	57°54'38"	65.00	65.70	62.94	35.96	S 63°31'51" W
10	79°43'02"	65.00	90.44	83.32	54.27	N 47°39'19" W
11	08°25'13"	65.00	9.55	9.54	4.78	N 03°35'12" W
12	49°45'29"	48.00	41.69	40.39	22.26	S 24°15'20" E
13	29°02'17"	255.00	129.24	127.86	66.04	N 34°36'56" W
14	20°31'20"	255.00	91.34	90.85	46.16	N 09°50'08" W

CENTERLINE CURVE DATA						
CURVE#	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
A	90°00'00"	205.00	322.01	289.91	205.00	S 44°34'28" E
B	49°33'36"	230.00	198.95	192.80	106.18	N 24°21'16" W

I CARLOS PEDRAZZA HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THIS SUBDIVISION IS BASED ON A SURVEY COMPLETED BY TERRY WRIGHT P.L.S. #9700013 DATED MARCH 7 2004 AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE FOLLOWING DESCRIBED REAL ESTATE INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY OF

A PART OF THE SOUTHEAST QUARTER OF SECTION 21 TOWNSHIP 14 NORTH RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN FRANKLIN TOWNSHIP MARION COUNTY INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A HARRISON MONUMENT FOUND PER MARION COUNTY SURVEYOR TIES AND MARKING THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 520.00 FEET THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 345.00 FEET THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID QUARTER SECTION 106.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRAIL THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 813.20 FEET THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 34.7 FEET TO A 1/4" DIA. NAIL ON THE EAST LINE OF SAID QUARTER SECTION THEN S 00°00'00" E 15.00 FEET TO A 3" SECTION NAIL IN AN ALUM. THE EAST LINE OF SAID QUARTER SECTION 5.00 FEET TO A 1/4" DIA. NAIL 89 DEGREES 39 MINUTES 30 SECONDS WEST 299.30 FEET TO A CAPPED REBAR SET MARKED 976003 THEN E SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 228.05 FEET (MEASURED) 247.55 FEET (DEED) TO A CAPPED REBAR SET MARKED 9700013 THENCE SOUTH 86 DEGREES 53 MINUTES 45 SECONDS WEST 1033.19 FEET (MEASURE) 1034.72 FEET (DEED) TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION THEN E NORTH 00 DEGREES 10 MINUTES 16 SECONDS EAST ON AND ALONG THE WEST LINE OF SAID HALF QUARTER SECTION 1752.11 FEET (MEASURE) 1.52 FEET (DEED) TO A ROAD SPIKE FOUND MARKING THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 25.00 FEET THENCE SOUTH 00 DEGREES 10 MINUTES 18 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID HALF QUARTER SECTION 618.00 FEET TO A CAPPED REBAR SET MARKED 9700013

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DEPARTMENT OF METROPOLITAN DEVELOPMENT
MARION COUNTY INDIANA

September 20 08

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

Chairman
Member
Member
Member

2008-113066

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**FINAL APPROVAL
PLAT COMMITTEE**
METROPOLITAN DEVELOPMENT COMMISSION
DEPARTMENT OF METROPOLITAN DEVELOPMENT
MARION COUNTY INDIANA

September 22, 2008

PROPER PUBLIC NOTICE OF THE
HEARING HAS BEEN PUBLISHED

CHAIRMAN
MEMBER
MEMBER
MEMBER
MEMBER
MEMBER

VOID UNLESS RECORDED BEFORE
1-9-10

1 CARLOS PEDRAZZA HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THIS SUBDIVISION IS BASED ON A SURVEY COMPLETED BY TERRY WRIGHT P.L.S. #9700013 DATED MARCH 7 2004 AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE FOLLOWING DESCRIBED REAL ESTATE INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY OF

2 A PART OF THE SOUTHEAST QUARTER OF SECTION 21 TOWNSHIP 14 NORTH RANGE 4 EAST OF THE 5th MAIN PRINCIPAL MERIDIAN FRANKLIN TOWNSHIP MARION COUNTY INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A HARRISON MONUMENT FOUND PER MARION COUNTY SURVEYOR TIES AND MARKING THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 520.00 FEET THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 345.00 FEET THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID QUARTER SECTION 106.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 813.20 FEET THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 34 7/8 FEET TO A MAG. NAIL SET ON THE EAST LINE OF SAID QUARTER SECTION THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST 1 ANGLE OF THE EAST LINE OF SAID QUARTER SECTION 5.00 FEET TO A 10" X 8" REBAR SET MARKED 9700013 THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 228.05 FEET (MEASURED) 247.55 FEET (DEED) TO A CAPPED REBAR SET MARKED 9700013 THENCE SOUTH 86 DEGREES 53 MINUTES 45 SECONDS WEST 1033.19 FEET (MEASURED) 1034.72 FEET (DEED) TO A 10" X 10" NAIL SET ON THE WEST LINE OF SAID QUARTER SECTION THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 618.00 FEET TO A CAPPED REBAR SET MARKED 9700013 THENCE NORTH 00 DEGREES 10 MINUTES 18 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 399.80 FEET TO A CAPPED REBAR SET MARKED 9700013 THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST 50.00 FEET TO A MAG. NAIL SET THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 619.19 FEET THENCE NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 514.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT CONTAINING 26.952 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT EASEMENTS RESTRICTIONS AND RIGHT OF WAYS

LEGEND

- 10 LOT NUMBER
- 7201 SF LOT SQUARE FOOTAGE
- S D & U E SANITARY SEWER DRAINAGE AND UTILITY EASEMENT
- D & U E DRAINAGE AND UTILITY EASEMENT
- L E LANDSCAPE EASEMENT
- R/W RIGHT-OF-WAY
- 17 LOT CURVE DATA
- CURVE B CENTERLINE CURVE DATA
- o CENTERLINE MONUMENT MAG NAIL W/WASHER SET)
- o R/W REBAR W/CAP SET
- o BOUNDARY MONUMENT (EXISTING REBAR)
- triangle SECTION CORNER
- 6329 LOT ADDRESS

THIS SUBDIVISION CONTAINS TEN (10) LOTS NUMBERED ON (1) THROUGH TEN (10) INCLUSIVE TOGETHER WITH STREETS RIGHTS-OF-WAYS AT EASEMENTS AS SHOWN ON THE PLAT HEREWITH

ALL MONUMENTS SHOWN HEREON WILL EXIST AND THAT THEIR LOCATION SIZE TYPE AND MATERIAL ARE ACCURATELY SHOWN AND THAT THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF

WITNESS MY HAND AND SEAL THIS 31st DAY OF MAY 2008

Carlos Pedraza
CARLOS PEDRAZZA
REG. LAND SURVEYOR NO S-0274



I THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL ESTATE HEREBY MAKE PLAT AND SUBDIVIDE LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THIS CERTIFIED PLAT WHICH ADDITION SHALL BE KNOWN AS WALSH ESTATES THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS TO-WIT

- 1 THE INTERIOR STREET SHOWN HEREON SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, IS HEREBY CONSTRUCTED WITHIN A COMMON AREA AND IS OWNED AND MAINTAINED BY THE OWNERS OF THE LOTS WITHIN THIS SUBDIVISION
- 2 ANY FIELD TILE OR UNDERDRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE PERPETUATED AND ALL OWNERS OF LOTS IN THIS SUBDIVISION THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1985
- 3 DRAINAGE SWALES OR DITCHES ALONG DEDICATED ROADWAYS AND WITHIN RIGHTS OF WAYS ARE NOT PERMITTED TO BE ALTERED IN ANY WAY WITHOUT WRITTEN PERMISSION FROM THE CITY OF INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS OR OTHER NON-EROSION SURFACES. WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE CITY OF INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS

BFE = 784.78 BASIC FLOOD ELEVATION
TOTAL SQUARE FOOTAGE OF COMMON AREA = 99 462 SQ FT OR 2.283 AC ±

(DRAINAGE AND FLOOD CONTROL)
THE OWNER(S) OF THIS PARCEL SHALL INCLUDE THE RECORD PLAT

OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN ANY LOT AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE CODE BY THE DEPARTMENT OF ASSET MANAGEMENT OF THE CITY OF INDIANAPOLIS REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THIS PLAT

APPROVED THIS 22ND DAY OF SEPTEMBER 2008
FRANKLIN TOWNSHIP ASSESSOR
Maria Kimpl DRAFTSMAN

RECEIVED FOR RECORD
MARION COUNTY RECORDER
JULIE L. BOUGHES
2008 SEP 30 PM 2 00

ES

BILLIE J BREAUX
MARION COUNTY AUDITOR
978541 SEP 30 8

DULY ENTERED FOR REGISTRATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

INA

2008-113066

TA	TANGENT	CHORD BEARING
3	78 53	S 70 30 00 E
3	87 91	S 30 30 27 E
3	20 15	S 04 34 58 E
7	20 19	N 05 12 01 W
3	71 20	N 29 58 49 W
5	11 06	N 62 06 17 W
1	10 12	N 85 59 01 W
3	151 18	S 32 09 30 E
4	35 96	S 83 31 51 W
2	54 27	N 47 39 19 W
4	4 78	N 03 35 12 W
9	22 26	S 24 15 20 E
6	66 04	N 34 38 56 W
5	46 18	N 09 50 08 W

DATA	TANGENT	CHORD BEARING
1	205 00	S 44 34 28 E
1	106 18	N 24 21 16 W

AND SURVEYOR REGISTERED IN
AND THIS SUBDIVISION IS BASED
00013 DATED MARCH 7 2004
SUBDIVIDED THE FOLLOWING
TOWN ON THE HEREIN DRAWN PLAT

14 NORTH HALF EAST OF THE S 1/4
A MORE PARTICULARLY DESCRIBED AS FOLLOWS
NTY SURVEYOR TIES AND MARKING THE NORTH EAST
20 MINUTES 30 SECONDS WEST (ASSUMED
ON 520 00 FEET THENCE NORTH 89 DEGREES 39
DEGREES 20 MINUTES 30 SECONDS WEST AND
16 30 FEET TO THE POINT OF BEGINNING OF THIS
ECONDS WEST AND PARALLEL WITH THE EAST LINE
RES 3 MINUTES 30 SECONDS EAST 34 1/2 FEET
N THEN S 03 12 01 W 15 12 FT
SE 104 5 03 FEET
TO A CAPPED REBAR SET MARKED 97600 J
PARALLEL WITH THE EAST LINE OF SA QUARTER
PND REBAR SET MARKED 97000 13 THENCE
T (MEASURE) 1034 72 FEET (DEED) TO A POINT
HEN E NORTH 00 DEGREES 10 MINUTES 10
VETER SECTION 1752 11 FEET (MEASURE) 1 52
ST CORNER OF SAID HALF QUARTER SECTION
AND ALONG THE NORTH LINE OF SAID QUARTER
3 SECONDS WEST AND PARALLEL WITH THE WEST
DEED SET MARKED 97000 13

THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED
SANITARY SEWER DRAINAGE AND UTILITY EASEMENTS (S.S.D
& U.E.) AND DRAINAGE AND UTILITY EASEMENTS (D & U.E.)
WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND THE
WALSH ESTATES HOMEOWNERS ASSOCIATION FOR THE
INSTALLATION OF WATER AND SEWER MAINS, POLES DUCTS
LINES WIRES AND DRAINAGE FACILITIES, SUBJECT AT ALL
TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT
HEREIN RESERVED NO PERMANENT OR OTHER STRUCTURES ARE TO
BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND BUT
OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR
TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND
THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS
SUBDIVISION THE DRAINAGE FACILITIES WITHIN THIS
SUBDIVISION SHALL BE MAINTAINED BY THE WALSH ESTATES
HOMEOWNERS ASSOCIATION AS DETAILED IN THE DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS OF WALSH ESTATES
THE MAINTENANCE OF THE STORM DRAINAGE SYSTEM FOR THIS
SUBDIVISION BY THE HOMEOWNERS ASSOCIATION SHALL INCLUDE
BUT NOT BE LIMITED TO THE MAINTENANCE OF ALL INLETS
OPEN DITCHES PIPES SWALES MANHOLES AND WATER QUALITY
STRUCTURES THE COSTS AND EXPENSE OF SUCH MAINTENANCE
SHALL BE ASSESSED AS A PART OF THE GENERAL ASSESSMENT
AGAINST THE OWNERS OF ALL LOTS IN THIS SUBDIVISION AS
PROVIDED IN THE DECLARATION AND SHALL BE SECURED BY A
LIEN AGAINST ALL LOTS IN THIS SUBDIVISION SUMP PUMPS
GRAVITY DRAINS AND OTHER DRAINS SERVING INDIVIDUAL
RESIDENCES ON LOTS SHALL OUTFALL ONLY INTO DRAINAGE
SWALES INCLUDED IN THE STORM DRAINAGE SYSTEM FOR THIS
SUBDIVISION

DEFINITIONS
(A) SIDE LINE - MEANS A LOT BOUNDARY THAT EXTENDS FROM
THE ROAD ON WHICH A LOT ABUTS TO THE REAR LINE OF
SAID LOT
(B) REAR LINE - MEANS THE LOT BOUNDARY LINE THAT IS
FARTHEST FROM AND SUBSTANTIALLY PARALLEL TO THE ROAD
ON WHICH THE LOT ABUTS EXCEPT THAT ON CORNER LOTS
IT MAY BE DETERMINED FROM EITHER ABUTTING ROAD
(C) FRONT YARDS - THE FRONT BUILDING SETBACK LINES SHALL
BE AS SET FORTH UPON THIS PLAT OF THE DEVELOPMENT
(D) SIDE YARDS - THE SIDE YARD SETBACK LINES SHALL NOT BE
LESS THAN TEN (10) FEET AND HAVE AN AGGREGATE OF
TWENTY-FIVE (25) FEET
(E) REAR YARDS - REAR SETBACK LINES SHALL BE AT LEAST
TWENTY (20) FEET FROM THE REAR LOT LINE.

6 NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO
BUILDING SHALL BE ERRECTED ALTERED PLACED OR PERMITTED
ON ANY LOT OTHER THAN AS STATED UNDER THE D-P ZONING AS
SPECIFIED IN THE CITY OF INDIANAPOLIS ZONING ORDINANCE AS
AMENDED AND PRESENTLY IN EFFECT IN MARION COUNTY
INDIANA NO MULTI-FAMILY DWELLINGS OR DUPLEXES SHALL BE
ERRECTED PLACED OR PERMITTED ON ANY LOT

7 NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE
PROPERTY LINE THAN THE MINIMUM BUILDING SETBACK LINES
SHOWN ON THE RECORDED PLAT FOR THE PURPOSES OF THIS
COVENANT EAVES STEPS AND OPEN PORCHES SHALL NOT BE
CONSIDERED AS A PART OF THE BUILDING PROVIDED HOWEVER
THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF
A BUILDING OR A LOT TO ENCRGOACH UPON ANOTHER LOT

8 NO FENCE WALL HEDGE OR SHRUB PLANTING WHICH
OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 5 AND 8
FEET ABOVE STREET SHALL BE PLACED OR PERMITTED TO REMAIN
ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY
THE STREET RIGHT OF WAY LINES AND A LINE CONNECTING
POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET
LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM
THE INTERSECTION OF THE STREET RIGHT OF WAY LINES
EXTENDED

9 THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT
WITHIN 10 FEET OF THE INTERSECTION OF A STREET RIGHT OF
WAY LINE NO PORTION OF A PRIVATE DRIVEWAY FOR A CORNER
LOT SHALL BE PERMITTED ON DEDICATED RIGHTS OF WAYS WITHIN
70 FEET OF THE CENTERLINE INTERSECTIONS OF STREETS
ADJACENT TO THE CORNER LOT

10 INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR
COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER
PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT

11 THE OWNER OF ANY LOT DEVELOPER THEIR SUCCESSORS OR
ASSNS SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING
AT LAW OR IN EQUITY ALL RESTRICTIONS AND COVENANTS
COVENANTS MPOSED BY THESE COVENANTS BUT ADULTERANT
SHALL NOT BE LIABLE FOR DAMAGES OF ANY OF THE
RESTRICTIONS NO DELAY OR FAILURE BY ANY PERSON TO
ENFORCE ANY 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 PERSON OF THE RIGHT TO DO SO THEREAFTER
OR AS ESTOPPEL OF PERSON TO ASSERT ANY RIGHT AVAILABLE IN
AND UPON THE OCCURRENCE RECURRENCE OR CONTINUATION OF
ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS IN THE
EVENT THAT DECLARANT SHALL SEEM IT NECESSARY TO ENFORCE
ANY RESTRICTIONS THE OWNER SHALL PAY REASONABLE
ATTORNEY'S FEES AND COURT COSTS IF DECLARANT SHALL
PREVAL IN SAID LITIGATION

12 THE WITHIN COVENANTS LIMITATIONS AND RESTRICTIONS SHALL
PLN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND
PERSONS CLAIMING UNDER THEM SUCH PROVISIONS SHALL BE IN
FULL FORCE AND EFFECT UNTIL JANUARY 1 2010 AT WHICH
TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR
SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF
THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED

DATE	6/12/08
REVISION	Type in 5th Line from Bottom of Description 500' to 500'W SHOWN SHOULD HAVE REAR 300' to 300'W CONNECTED
SYMBOL	
CHECKED	LDH
CERTIFIED	CP
SCALE	1"=100'
DRAWN	JW
PROJECT	WALSH ESTATES FRANKLIN TOWNSHIP MARION COUNTY, INDIANA
TITLE	FINAL PLAT
ENUE	3218
	1

	TANGENT	CHORD BEARING
1	205.00	S 44 34 28 E
2	106.18	N 24 21 16 W

AND SURVEYOR REGISTERED IN AND THIS SUBDIVISION IS BASED 00013 DATED MARCH 7 2004 SUBDIVIDED THE FOLLOWING TOWN ON THE HEREIN DRAWN PLAT

14 NORTH MAN... EAST OF THE S... A MORE PARTICULARLY DESCRIBED AS FOLLOWS

NTY SURVEYOR TIES AND MARKING THE NORTHEAST 20 MINUTES 30 SECONDS WEST (ASSUMED ON 520.00 FEET THENCE NORTH 89 DEGREES 39 MINUTES 20 SECONDS WEST AND 16.30 FEET TO THE POINT OF BEGINNING OF THIS SECTION WEST AND PARALLEL WITH THE EAST LINE 3 MINUTES 30 SECONDS EAST 34 1/2 FEET THEN SOUTH 01 DEGREES 15 MINUTES 3 SECONDS EAST 60 FEET TO A CAPPED IR BAR SET MARKED 9700 J 3 PARALLEL WITH THE EAST LINE OF SA... TO A CAPPED IR BAR SET MARKED 9700 J 13 THENCE 1 (MEASURE) 1034.72 FEET (D.E.D.) TO A POINT ON THE NORTH 00 DEGREES 20 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE WEST REBAR SET MARKED 9700 J 13 HENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS EAST 50 FEET TO A MAG NAIL SET ON THE NORTH 09 DEGREES 09 MINUTES 38 SECONDS WEST AND PARALLEL WITH THE NORTH 09 DEGREES 09 MINUTES 38 SECONDS WEST SECTION 514.29 FEET TO THE POINT OF BEGINNING LESS SUBJECT TO ALL PERTINENT EASEMENTS

ERED ON (1) THROUGH RIGHTS-OF-WAYS AI

ID THAT THEIR LOCATION SHOWN AND THAT THE ADJACENT SURVEY IS NOT MORE THIS PLAT COMPLIES WITH THE SIZE OF LOTS TOWN IN FIGURES DENOTING

of May 2008



DESCRIBED REAL ESTATE OFF AND DEDICATE SAID LOTS IN ACCORDANCE WITH BE KNOWN AS WALSH IN THE ATTACHED PLAT ARE THAT ALL OF THE LOTS PORTION THEREOF SHALL BE ON RESTRICTIONS SHALL E COVENANTS RUNNING WITH IS ARE AS FOLLOWS TO-

JECT TO CONSTRUCTION BY CONSTRUCTED WITHIN A TAINED BY THE OWNERS OF

CH IS ENCOUNTERED IN WITHIN THIS SUBDIVISION OWNERS OF LOTS IN THIS ASSIGNS SHALL COMPLY 55

DEDICATED ROADWAYS AND ITTED TO BE ALTERED IN ON FROM THE CITY OF WKS PROPERTY OWNERS DED GRASSWAYS OR OTHER I ROOFS OR PARKING AREAS RTY LONG ENOUGH SO THAT NOT BE DAMAGED BY SUCH ED OR THESE SWALES OR ZED CULVERTS OR OTHER ERMITTED BY THE CITY OF WKS

JULIE L VOORHIES MARION COUNTY RECORDER

2008 SEP 30 PM 2 00

- 9 THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN 10 FEET OF THE INTERSECTION OF A STREET RIGHT OF WAY LINE NO PORTION OF A PRIVATE DRIVEWAY FOR A CORNER LOT SHALL BE PERMITTED ON DEDICATED RIGHTS OF WAYS WITHIN 70 FEET OF THE CENTERLINE INTERSECTIONS OF STREETS ADJACENT TO THE CORNER LOT
- 10 INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT
- 11 THE OWNER OF ANY LOT DEVELOPER THEIR SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT LAW OR IN EQUITY ALL RESTRICTIONS AND COVENANTS IMPOSED BY THESE COVENANTS BUT ADULTERANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY OF THE RESTRICTIONS NO DELAY OR FAILURE BY ANY PERSON TO ENFORCE ANY 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 PERSON OF THE RIGHT TO DO SO THEREAFTER OR AS ESTOPPEL OF PERSON TO ASSERT ANY RIGHT AVAILABLE IN AND UPON THE OCCURRENCE RECURRENCE OR CONTINUATION OF ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS IN THE EVENT THAT DECLARANT SHALL SEEM IT NECESSARY TO ENFORCE ANY RESTRICTIONS THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS IF DECLARANT SHALL PREVAIL IN SAID LITIGATION
- 12 THE WITHIN COVENANTS LIMITATIONS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM SUCH PROVISIONS SHALL BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1 2010 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT
- 13 ALL THE LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THE SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF WALSH ESTATES RECORDED AS INSTRUMENT NUMBER 2007-0160835 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA WHICH ARE HEREBY INCORPORATED INTO THIS FINAL PLAT TO THE EXTENT AS IF FULLY SET FORTH HEREIN

IN WITNESS WHEREOF THIS INDENTURE HAS BEEN EXECUTED BY THE UNDERSIGNED SEA CORP LLC OWNERS OF THE HEREIN DESCRIBED REAL ESTATES

THIS 22 DAY OF September 2008

Donal L Swartz
OWNER

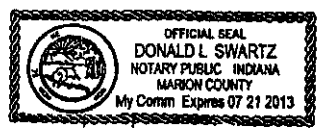
OWNER

STATE OF INDIANA }
COUNTY OF MARION } SS

I THE UNDERSIGNED A NOTARY PUBLIC DULY COMMISSIONED TO TAKE ACKNOWLEDGMENTS AND TO ADMINISTER OATHS IN THE STATE OF INDIANA CERTIFY THAT Donal L Swartz ACKNOWLEDGES THE EXECUTION OF THIS FOREGOING INDENTURE AS THEIR AUTHORIZED ACT THIS 22 DAY OF September 2008

Donal L Swartz
NOTARY PUBLIC

MY COMMISSION EXPIRES 7-21-13
COUNTY OF RESIDENCE Marion
STATE OF RESIDENCE Indiana



THIS SUBDIVISION HAS BEEN DESIGNED TO INCLUDE A STORMWATER QUALITY BEST MANAGEMENT PRACTICE (BMP(S)) THAT MUST BE MAINTAINED BY THE BMP(S) OWNER SAID BMP(S) IS CURRENTLY MAINTAINED BY THE DEVELOPER HOWEVER UPON THE ACTIVATION OF THE HOMEOWNERS ASSOCIATION THE OPERATIONS AND MAINTENANCE MANUAL FOR SUCH BMP(S) SHALL BECOME THE RESPONSIBILITY OF SAID ASSOCIATION SUBJECT TO ALL FEES AND OTHER CITY REQUIREMENTS

PROJECT WALSH ESTATE FRANKLIN TOWN: MARION COUNTY, IN	TITLE FINAL PLAT
SEA CORP III	
2213 NORTH ARLINGTON AVENUE INDIANAPOLIS, INDIANA 46218 (317)-899-0340/(317)-356-5861	
SHEET 1	
OF	1 SHEETS

CERTIFICATE OF CORRECTION
WALSH ESTATES FINAL PLAT

I, JEFFREY D. KNARR, BEING DULY SWORN UPON MY OATH DEPOSE AND SAY:

I AM A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, REGISTRATION NUMBER 20100069. A CERTIFICATE OF CORRECTION IS BEING FILED FOR THE FINAL PLAT OF WALSH ESTATES RECORDED AS INSTRUMENT NUMBER 2008-113066 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

THE FINAL PLAT OF WALSH ESTATES WAS SIGNED BY CARLOS PEDRAZZA WITH SEACORP II, AT THE REQUEST OF MARK WALSH, OWNER OF WALSH ESTATES I AM FILLING THE FOLLOWING CORRECTIONS TO THE PLAT.

- 1.) THE EASEMENT ALONG THE SOUTH LINES OF LOT 8 AND LOT 10 WERE NOT LABELED ON THE PLAT. THE EASEMENT SHOULD BE LABELED AS "20' U. & D. E."
- 2.) THE EASEMENT ALONG THE WEST LINES OF LOT 4, LOT 7 AND LOT 8 WERE NOT LABELED ON THE PLAT. THE EASEMENT SHOULD BE LABELED AS "20' U. & D. E."
- 3.) THE EASEMENT ALONG A PORTION OF THE NORTH LINE OF LOT 4 WAS NOT LABELED ON THE PLAT. THE EASEMENT SHOULD BE LABELED AS "25' D. & U. E."
- 4.) THE EASEMENT ALONG THE SOUTH LINE OF LOT 7/ THE NORTH LINE OF LOT 8 WAS NOT LABELED ON THE PLAT. THE EASEMENT SHOULD BE LABELED AS "10' D. & U. E."
- 5.) THE BEARINGS AND DIMENSIONS OF THE VARIABLE DRAINAGE EASEMENT ON EACH SIDE OF MAZE CREEK WERE NOT SHOWN ON THE PLAT. EXHIBIT ON PAGE 2 OF 5 SHOWS EASEMENT WITH BEARINGS AND DIMENSION AND A TIE FROM THE SOUTHWEST CORNER OF WALSH ESTATES.
- 6.) THE BEARINGS AND DIMENSIONS OF THE CENTERLINE OF WALSH LANE WERE NOT SHOWN ON THE PLAT. EXHIBIT ON PAGE 3 OF 5 SHOWS CENTERLINE WITH BEARINGS, DIMENSIONS AND CURVE INFORMATION.
- 7.) THE "HERBERT E. HAMLIN LEGAL DRAIN" WAS NOT SHOWN ON THE PLAT. EXHIBIT ON PAGE 4 OF SHOWS LEGAL DRAIN WITH BEARINGS AND DIMENSIONS AND A TIE FROM THE SOUTHWEST CORNER OF WALSH ESTATES.

APPROVAL OF CORRECTION
 METROPOLITAN DEVELOPMENT COMMISSION
 PLAT COMMITTEE
 DATE: 2-9-09
[Signature]
 SUBDIVISION ADMINISTRATOR

DULY ENTERED FOR TAXATION
 SUBJECT TO FINAL ADJUSTANCE
 FOR TRANSFER
 991139 FEB -9 88
 BILLIE J. BREAUX
 MARION COUNTY AUDITOR

Inst # 2009-0012535

2/9/2009 15:25 Julie Voorhies MARION COUNTY RECORDER TYP 88.50 PAGES: 5

"I AFFIRM, UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
[Signature]

AND FURTHER THE AFFIANT SAYETH NOT

[Signature]
 JEFFREY D. KNARR
 REGISTERED LAND SURVEYOR #20100069
 STATE OF INDIANA



FILED
 FEB 09 2009
 FRANKLIN TOWNSHIP
 ASSESSOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF FEBRUARY 2009.

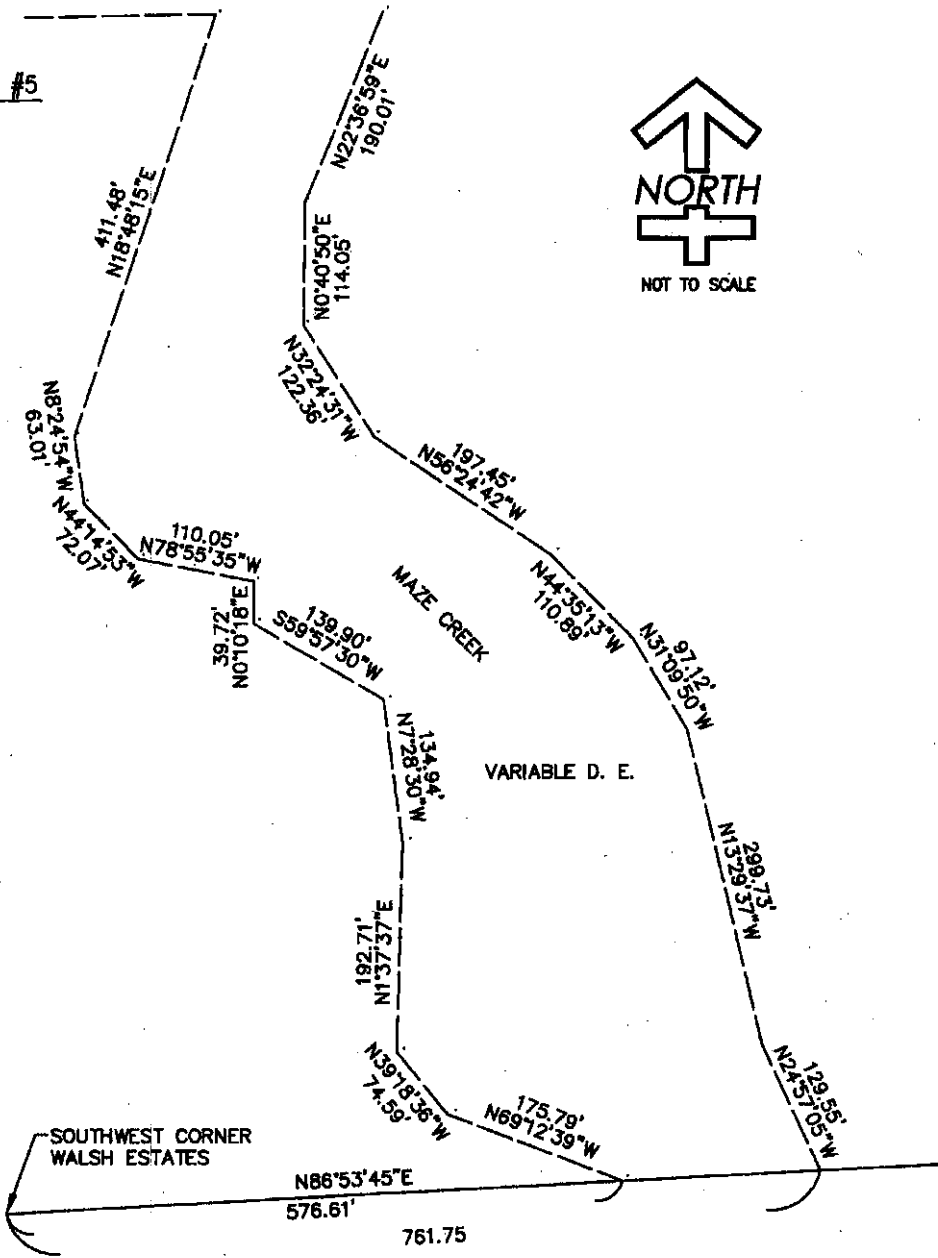
RESIDING COUNTY SHELBY
 MY COMMISSION EXPIRES: 4-15-2012

[Signature]
 NOTARY PUBLIC

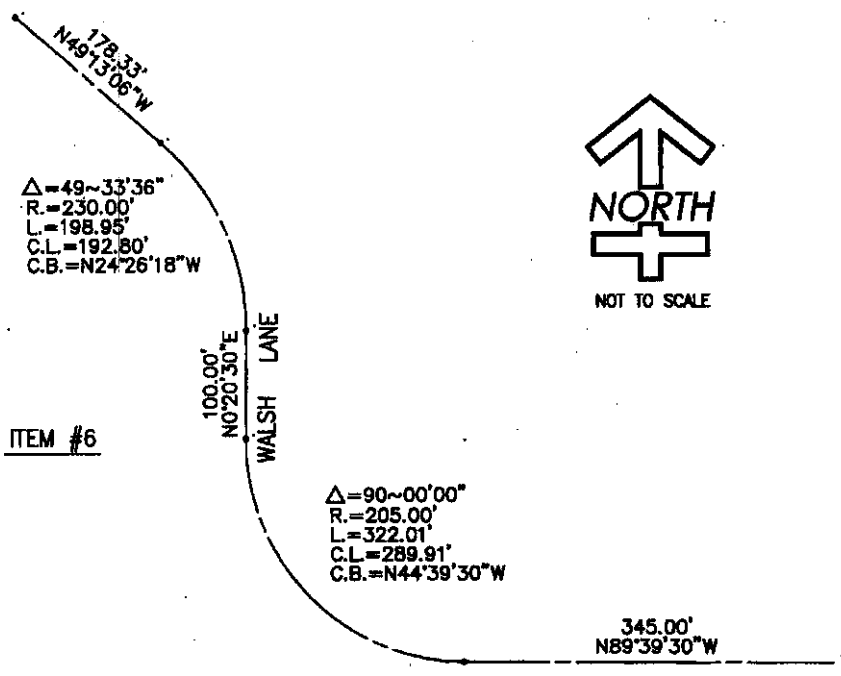


CERTIFICATE OF CORRECTION
WALSH ESTATES FINAL PLAT

ITEM #5



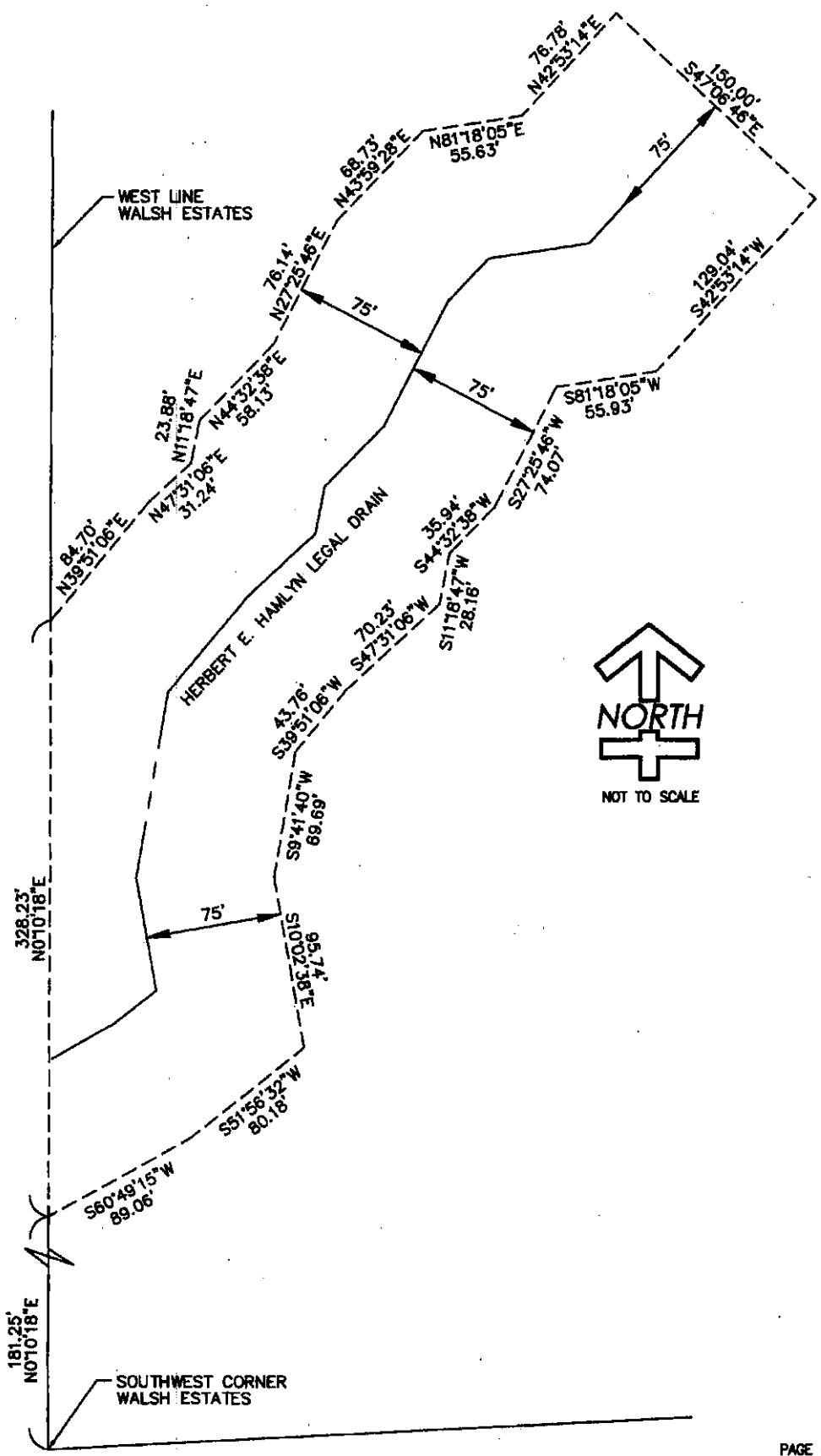
CERTIFICATE OF CORRECTION
WALSH ESTATES FINAL PLAT



NOT TO SCALE

ITEM #7

CERTIFICATE OF CORRECTION
WALSH ESTATES FINAL PLAT



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WALSH ESTATES FINAL PLAT

Mark Walsh

MARK WALSH

SUBSCRIBED AND SWORN TO BEFORE ME THIS
9th DAY OF FEBRUARY 2009.

RESIDING COUNTY SHELBY
MY COMMISSION EXPIRES: 4-15-2012

Tamara S. Jones
NOTARY PUBLIC
Tamara S. Jones



"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."

Mark Walsh