

770053009

SOUTHERN OAKS - SECTION I

LEGAL DESCRIPTION

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 EAST, IN MARION COUNTY, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, NORTH EIGHTY-EIGHT DEGREES SIX MINUTES TWENTY SECONDS EAST (N88°06'20"E) ON AND ALONG THE SOUTH LINE OF SECTION 15 A DISTANCE OF ONE THOUSAND THREE HUNDRED TWENTY-SEVEN AND SIXTY-THREE HUNDREDTHS FEET (1,327.63') TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, FORMERLY THE ILLINOIS CENTRAL RAILROAD, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, DEFLECT LEFT THROUGH AN ANGLE OF NINETY-ONE DEGREES FORTY-SEVEN MINUTES FORTY-TWO SECONDS (91°47'42") TO A LINE WITH A BEARING OF NORTH THREE DEGREES FIFTEEN MINUTES TWELVE SECONDS WEST (N03°15'12"W), SAID BEARING LINE BEING TANGENT TO THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD AT THE POINT OF BEGINNING; THENCE ON AND ALONG THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, ON AND ALONG A CURVE HAVING A RADIUS OF THREE THOUSAND EIGHT HUNDRED FORTY AND FIFTY-TWO HUNDREDTHS FEET (3,840.52') TO THE LEFT THROUGH AN ANGLE OF EIGHT DEGREES ZERO MINUTES TWENTY SECONDS (8°00'20") A DISTANCE OF FIVE HUNDRED THIRTY-SIX AND FIFTY-NINE HUNDREDTHS FEET (536.59') TO A POINT; THENCE NORTH ELEVEN DEGREES FIFTEEN MINUTES THIRTY-TWO SECONDS WEST (N11°15'32"W) ON AND ALONG THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD A DISTANCE OF EIGHT HUNDRED TWENTY-FIVE FEET (825.00') TO A POINT; THENCE NORTH SIXTY-NINE DEGREES ZERO MINUTES ZERO SECONDS EAST (N69°00'00"E) A DISTANCE OF THREE HUNDRED THIRTY-NINE AND NINETY HUNDREDTHS FEET (339.90') TO A POINT; THENCE NORTH EIGHTY-SIX DEGREES EIGHT MINUTES TWENTY SECONDS EAST (N86°08'20"E) A DISTANCE OF THREE HUNDRED TWELVE AND SIXTY HUNDREDTHS FEET (312.60') TO A POINT; THENCE SOUTH ELEVEN DEGREES FIFTEEN MINUTES THIRTY-TWO SECONDS EAST (S11°15'32"E) A DISTANCE OF THREE HUNDRED TWENTY-EIGHT AND SEVENTY-TWO HUNDREDTHS FEET (328.72') TO A POINT; THENCE NORTH EIGHTY-NINE DEGREES FORTY-TWO MINUTES TWELVE SECONDS EAST (N89°42'12"E) A DISTANCE OF ONE HUNDRED THIRTY-TWO AND THIRTY-SIX HUNDREDTHS FEET (132.36') TO A POINT; THENCE SOUTH ZERO DEGREES SEVENTEEN MINUTES FORTY-EIGHT SECONDS EAST (S00°17'48"E) A DISTANCE OF ONE HUNDRED SIXTY FEET (160.00') TO A POINT; THENCE NORTH EIGHTY-NINE DEGREES FORTY-TWO MINUTES TWELVE SECONDS EAST (N89°42'12"E) A DISTANCE OF SIXTY-ONE AND SIXTY-SEVEN HUNDREDTHS FEET (61.67') TO A POINT; THENCE SOUTH ZERO DEGREES SEVENTEEN MINUTES FORTY-EIGHT SECONDS EAST (S00°17'48"E) A DISTANCE OF ONE HUNDRED FIFTY-TWO FEET (152.00') TO A POINT; THENCE NORTH EIGHTY-NINE DEGREES FORTY-TWO MINUTES TWELVE SECONDS EAST (N89°42'12"E) A DISTANCE OF FORTY-THREE AND THIRTY-THREE HUNDREDTHS FEET (43.33') TO A POINT;

THENCE SOUTH ZERO DEGREES SEVENTEEN MINUTES FORTY-EIGHT SECONDS EAST (S00°17'48"E) A DISTANCE OF THREE HUNDRED TWELVE AND SIXTY HUNDREDTHS FEET (312.60') TO A POINT; THENCE SOUTH EIGHTY-ONE DEGREES FIFTY-EIGHT MINUTES TWENTY-SIX SECONDS EAST (S81°58'26"E) A DISTANCE OF ONE HUNDRED, EIGHTY-TWO AND SEVEN HUNDREDTHS FEET (182.07') TO A POINT; THENCE SOUTH ONE DEGREE TWENTY-SEVEN MINUTES THIRTY SECONDS EAST (S01°27'30"E) A DISTANCE OF ONE HUNDRED THIRTY-FIVE FEET (135.00') TO A POINT; THENCE NORTH EIGHTY-EIGHT DEGREES THIRTY-TWO MINUTES THIRTY SECONDS EAST (N88°32'30"E) A DISTANCE OF THIRTY-THREE AND SEVENTEEN HUNDREDTHS FEET (33.17') TO A POINT; THENCE ON AND ALONG A CURVE HAVING A RADIUS OF TWO HUNDRED FOUR AND SIXTY-THREE HUNDREDTHS FEET (204.63') TO THE LEFT THROUGH AN ANGLE OF THIRTY DEGREES ZERO MINUTES ZERO SECONDS (30°00'00") A DISTANCE OF ONE HUNDRED SEVEN AND FOURTEEN HUNDREDTHS FEET (107.14') TO A POINT; THENCE SOUTH THIRTY-ONE DEGREES TWENTY-SEVEN MINUTES THIRTY SECONDS EAST (S31°27'30"E) A DISTANCE OF TWENTY-FIVE FEET (25.00') TO A POINT; THENCE SOUTH FIVE DEGREES FIFTY-TWO MINUTES FOURTEEN SECONDS EAST (S05°52'14"E) A DISTANCE OF ONE HUNDRED FIFTY-SIX AND TWENTY-THREE HUNDREDTHS FEET (156.23') TO A POINT; THENCE SOUTH ONE DEGREE TWENTY-SEVEN MINUTES THIRTY SECONDS EAST (S01°27'30"E) A DISTANCE OF TWO HUNDRED FIVE FEET (205.00') TO A POINT ON THE SOUTH LINE OF SECTION 14; THENCE SOUTH EIGHTY-EIGHT DEGREES THIRTY-TWO MINUTES THIRTY SECONDS WEST (S88°32'30"W) ON AND ALONG THE SOUTH LINE OF SECTION 14 A DISTANCE OF ONE THOUSAND FIFTY-EIGHT AND TWENTY-FIVE HUNDREDTHS FEET (1,058.25') TO THE POINT OF BEGINNING.

CONTAINING 27.941 ACRES AND SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE DESCRIPTION OF THE SUBJECT TRACT.

CERTIFIED THIS 5th DAY OF August 1977.

Richard B. Wetzel
RICHARD B. WETZEL
INDIANA LAND SURVEYOR No. 10568



COVENANTS AND RESTRICTIONS

THE UNDERSIGNED, SHELBY SERVICE CORPORATION, AN INDIANA CORPORATION, OWNERS OF RECORD OF THE FOREGOING DESCRIBED REAL ESTATE KNOWN AS SOUTHERN OAKS SECTION I

9. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT SURVEYED UNDER THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN AND

DISTANCE OF ONE HUNDRED FIFTY-TWO FEET (152.00') TO A POINT; THENCE NORTH EIGHTY-NINE DEGREES FORTY-TWO MINUTES TWELVE SECONDS EAST (N89°42'12"E) A DISTANCE OF FORTY-THREE AND THIRTY-THREE HUNDREDTHS FEET (43.33') TO A POINT;

COVENANTS AND RESTRICTIONS

THE UNDERSIGNED, SHELBY SERVICE CORPORATION, AN INDIANA CORPORATION, OWNERS OF RECORD OF THE FOREGOING DESCRIBED REAL ESTATE KNOWN AS SOUTHERN OAKS, SECTION I, HEREBY PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THE PLAT AND CERTIFICATE.

THE STREETS CONTAINED HEREIN, IF NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND MARKED UTILITY EASEMENTS SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES. THERE ARE STRIPS OF GROUND MARKED DRAINAGE EASEMENTS SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR DRAINAGE PURPOSES, INCLUDING SEWERS. PURCHASERS OF LOTS IN THE SUBDIVISION SHALL TAKE TITLE SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES AND THE EASEMENTS HEREBY CREATED, AND NO PERMANENT STRUCTURE OF ANY KIND, AND NO PART THEREOF, EXCEPT FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID UTILITY STRIPS.

THE LOTS OF THIS SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND.

1. FRONT BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE FOREGOING PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE SEVERAL STREETS SHALL BE ERECTED AND MAINTAINED NO PERMANENT OR OTHER STRUCTURES, OR PARTS THEREOF.

2. ALL LOTS IN THIS SUBDIVISION SHALL BE DESIGNATED AS RESIDENTIAL LOTS. NO FAMILY DWELLING SHALL EXCEED TWO AND ONE-HALF STORIES OR THIRTY-FIVE FEET IN HEIGHT WITH THE USUAL ACCESSORY BUILDING.

3. NO RESIDENCE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION HAVING A GROUND FLOOR AREA OF LESS THAN 1100 SQUARE FEET, IF A ONE-STORY STRUCTURE, OR 700 SQUARE FEET IN THE CASE OF A TWO-STORY STRUCTURE.

4. ALL RESIDENCES CONSTRUCTED WITHIN THE DEVELOPMENT SHALL HAVE ATTACHED TWO-CAR GARAGES. ALL DRIVEWAYS SHALL BE HARD SURFACED WITH EITHER CONCRETE OR ASPHALT.

5. EVERY BUILDING OR PART THEREOF SHALL BE SO LOCATED AS TO PROVIDE A SIDE YARD ON EACH SIDE OF SAID BUILDING IN ACCORDANCE WITH THE MARION COUNTY ZONING ORDINANCE OF 1966, AS AMENDED, IN D-3 CLASSIFICATION, EXCEPT THAT IN THE CASE WHERE THE SAME PERSON OR PERSONS OWN TWO ADJOINING LOTS NOT SEPERATED BY A UTILITY OR DRAINAGE EASEMENT AS SHOWN ON THE PLAT, THEN THIS RESTRICTION SHALL APPLY TO THE LOT LINES OF THE EXTREME BOUNDARIES OF THE MULTIPLE LOTS.

6. NO TRAILER, TENT SHACK, BASEMENT, GARAGE OR TEMPORARY STRUCTURE OF ANY KIND SHALL BE USED FOR TEMPORARY OR PERMANENT RESIDENTIAL PURPOSES, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE, OR OUT BUILDING OF ANY KIND NOT CONNECTED TO THE MAIN RESIDENCE, INCLUDING BUT NOT NECESSARILY LIMITED TO ANY TRAILER, TENT, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUT BUILDING, BE CONSTRUCTED OR MOVED ONTO OR USED ON ANY LOT IN THE DEVELOPMENT. NO BOAT, TRAILER, OR CAMPER OF ANY KIND SHALL BE KEPT OR PARKED UPON SAID LOT EXCEPT WITHIN GARAGE OR OTHER APPROVED STRUCTURE. NO OBNOXIOUS OR OFFENSIVE TRADES SHALL BE CARRIED ON UPON ANY LOT OR LOTS IN THIS ADDITION, NOR SHALL ANYTHING BE DONE WHICH SHALL BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD.

7. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY 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 LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ALL LOTS WITHIN 10 FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OR SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUCH HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO FENCES SHALL BE PERMITTED TO BE CONSTRUCTED BETWEEN THE FRONT SET BACK LINE AND THE STREET CURB. NO HOUSE FOOTING DRAIN, OR ROOF WATER DRAIN SHALL BE DISCHARGED INTO THE SANITARY SEWERS.

8. THE EXTERIOR WALLS OF AND RESIDENCE CONSTRUCTED IN THE DEVELOPMENT SHALL BE OF BRICK OR STONE TO THE EXTENT OF AT LEAST FORTY PERCENT (40%) OF THE SOLID WALL AREA.

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COUNTY OF MARION)

STATE OF INDIANA)

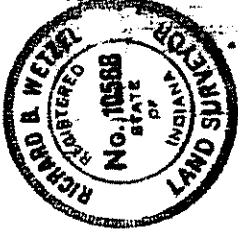
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RECORDED

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE DESCRIPTION OF THE SUBJECT TRACT.

CERTIFIED THIS 5th DAY OF August 1977.



Richard B. Wetzel
RICHARD B. WETZEL
INDIANA LAND SURVEYOR No. 10568

RESTRICTIONS

9. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN THIS SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO THE TOPOGRAPHY AND FINISHED GROUND ELEVATION BY THOMAS E. OCHS, OR BY A REPRESENTATIVE OR REPRESENTATIVES DESIGNATED BY HIM. IF SAID REPRESENTATIVES SHALL FAIL TO ACT UPON ANY PLANS SUBMITTED FOR HIS APPROVAL WITHIN 30 DAYS, THEN THE OWNER MAY PROCEED WITH THE BUILDING PLANS. SUCH PLANS ARE NOT CONTRARY TO THESE COVENANTS, NEITHER MR. OCHS NOR HIS REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.

10. ALL AREAS ENCLOSED WITHIN DRAINAGE EASEMENTS ON THE PLAT ARE HEREBY DESIGNATED AS STORMWATER MOVEMENT/RETENTION OR RETENTION AREAS, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THOSE AREAS TO MAINTAIN SUCH AREAS IN SUCH CONDITION THAT THE FLOW OF STORM DRAINAGE WATERS ON, ACROSS, AND FROM SUCH AREAS SHALL NOT BE IMPEDED, DIVERTED OR ACCELERATED. SUCH USE FOR STORM WATER MOVEMENT OR RETENTION OR DETENTION IS HEREBY DECLARED TO BE AN EASEMENT AND SERVITUDE UPON SUCH LAND FOR THE BENEFIT OF THE OWNERS OF OTHER LAND INCLUDED WITH THE PLAT UPSTREAM OR DOWNSTREAM, AFFECTED BY SUCH USE, AND FOR ANY PROPER AGENCY OR DEPARTMENT OF THE CITY OF INDIANAPOLIS. THE CITY OF INDIANAPOLIS IS HEREBY GIVEN THE RIGHT TO OBTAIN ACCESS TO SUCH AREAS TO PERFORM MAINTENANCE, AND TO PERFORM SUCH MAINTENANCE AS MAY BE NECESSARY TO PROTECT SUCH EASEMENT AND SERVITUDE RIGHTS.

11. THE RIGHT TO ENFORCE EACH AND ALL OF THE LIMITATIONS, CONDITIONS AND RESTRICTIONS SET FORTH HEREIN, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL OF ANY BUILDING ERECTED OR ALTERED IN VIOLATION THEREOF THE INJUNCTION OR OTHER LEGAL PROCESS, IS HEREBY RESERVED TO EACH AND EVERY OWNER OF THE SEVERAL LOTS IN THIS SUBDIVISION, THEIR GRANTEEES AND ASSIGNS, WHO SHALL BE ENTITLED TO SUCH INJUNCTIVE RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGES, TOGETHER WITH REASONABLE ATTORNEY'S FEES. THE METROPOLITAN PLATS COMMISSION OF MARION COUNTY, INDIANA, SHALL ALSO HAVE THE RIGHT OF ENFORCEMENT OF THE FOREGOING COVENANTS.

12. THESE RESTRICTIONS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE IN EFFECT FOR A PERIOD OF 25 YEARS FROM DATE, PROVIDED THAT AT THE EXPIRATION OF SUCH TERM THESE RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR PERIODS OF 25 YEARS EACH, UNLESS AT LEAST ONE YEAR PRIOR TO THE EXPIRATION OF EACH 25 YEAR PERIOD, THE OWNER OR OWNERS OF A MAJORITY OF THE LOTS IN THIS ADDITION SHALL EXECUTE AND ACKNOWLEDGE A DECLARATION IN WRITING WAIVING RENEWALS AND SAID WRITTEN DECLARATION SHALL BE RECORDED IN LAND RECORDS OF MARION COUNTY, INDIANA, IN WHICH EVENT THE PROVISIONS ABOVE SET FORTH FOR RENEWALS SHALL BE NULL AND VOID.

13. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

14. THERE IS ADDITIONAL RIGHT-OF-WAY ALONG THE PRESENT STOP 11 ROAD IN THIS PLAT FOR FUTURE RIGHT-OF-WAY IMPROVEMENT BY THE PUBLIC AUTHORITY AS A PRIMARY THROUGHFARE. AT SUCH TIME, AS SUCH IMPROVEMENT OCCURS, ACCESS MAY BE AFFORDED TO LOTS #1 THROUGH #12, INCLUSIVE, BY A MARGINAL ACCESS ROAD CONSTRUCTED IN CONJUNCTION WITH THE PRIMARY THROUGHFARE OR BY DIRECT ACCESS TO STOP 11 ROAD, WHICHEVER THE PUBLIC AUTHORITIES MAY DEEM THE MOST APPROPRIATE.

WITNESS MY SIGNATURE THIS 5th DAY OF August, 1977.

COUNTY OF MARION)
) SS:
STATE OF INDIANA)

THOMAS E. OCHS, PRESIDENT
SHELBY SERVICE CORPORATION

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT AS HIS VOLUNTARY ACT AND DEED AND AFFIXED HIS SIGNATURE THERETO.

MY COMMISSION EXPIRES June 29 1981.

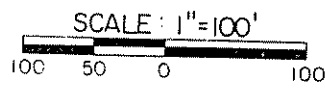
Dolores M. Bartlett
NOTARY PUBLIC
DOLORIS M. BARTLETT

ILLINOIS CENTRAL RAILROAD
CENTRAL GULF RAILROAD

NUMBER ENCLOSED WITHIN A RECTANGLE, WHERE TWO NUMBERS APPEAR ON A SINGLE LOT, EITHER MAY ULTIMATELY APPLY, DEPENDING UPON THE SITING OF THE DWELLING.

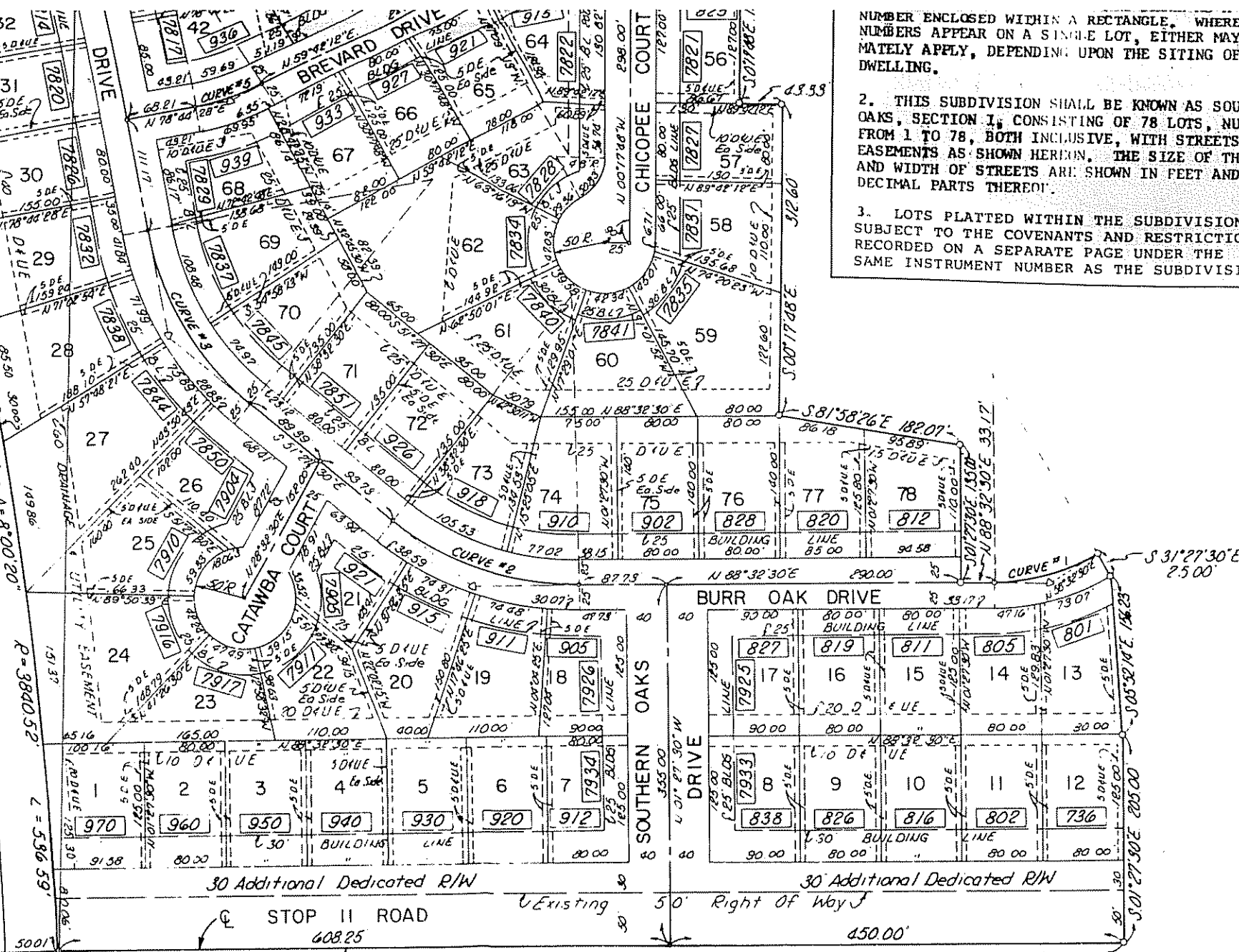
2. THIS SUBDIVISION SHALL BE KNOWN AS SOUTHERN OAKS, SECTION 15, CONSISTING OF 78 LOTS, NUMBERED FROM 1 TO 78, BOTH INCLUSIVE, WITH STREETS AND EASEMENTS AS SHOWN HEREIN. THE SIZE OF THE LOTS AND WIDTH OF STREETS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

3. LOTS PLATTED WITHIN THE SUBDIVISION ARE SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON A SEPARATE PAGE UNDER THE SAME INSTRUMENT NUMBER AS THE SUBDIVISION.



LEGEND
DE - DRAINAGE EASEMENT
UE - UTILITY EASEMENT

SW. Cor. E 1/2, S.E. 1/4
Sec 15, T14N, R3E
S Line, Sec 15
N. 88° 06' 20" E 1,327.63'
252.69'



30 Additional Dedicated R/W
STOP II ROAD
Existing
50' Right of Way
30 Additional Dedicated R/W

VOID UNLESS RECORDED
BEFORE 3-2-77

AREA OF LOTS (Sq. Ft.)

LOT NO	AREA	LOT NO	AREA	LOT NO	AREA	LOT NO	AREA	LOT NO	AREA	LOT NO	AREA	LOT NO	AREA	LOT NO	AREA
1	11,941	9	10,000	17	11,250	25	12,348	33	12,000	41	10,400	49	15,635	57	10,400
2	10,000	10	10,000	18	10,508	26	11,019	34	12,100	42	11,100	50	11,100	58	10,178
3	10,000	11	10,000	19	10,508	27	11,019	35	12,100	43	11,100	51	11,100	59	10,178
4	10,000	12	10,000	20	10,508	28	11,019	36	12,100	44	11,100	52	11,100	60	10,178
5	10,000	13	10,000	21	10,508	29	11,019	37	12,100	45	11,100	53	11,100	61	10,178
6	10,000	14	10,000	22	10,508	30	11,019	38	12,100	46	11,100	54	11,100	62	10,178
7	10,000	15	10,000	23	10,508	31	11,019	39	12,100	47	11,100	55	11,100	63	10,178
8	10,000	16	10,000	24	10,508	32	11,019	40	12,100	48	11,100	56	11,100	64	10,178
9	10,000	17	10,000	25	10,508	33	11,019	41	12,100	49	11,100	57	10,400	65	10,178
10	10,000	18	10,508	26	11,019	34	12,100	42	11,100	50	11,100	58	10,178	66	10,178
11	10,000	19	10,508	27	11,019	35	12,100	43	11,100	51	11,100	59	10,178	67	10,178
12	10,000	20	10,508	28	11,019	36	12,100	44	11,100	52	11,100	60	10,178	68	10,178
13	10,000	21	10,508	29	11,019	37	12,100	45	11,100	53	11,100	61	10,178	69	10,178
14	10,000	22	10,508	30	11,019	38	12,100	46	11,100	54	11,100	62	10,178	70	10,178
15	10,000	23	10,508	31	11,019	39	12,100	47	11,100	55	11,100	63	10,178	71	10,178
16	10,000	24	10,508	32	11,019	40	12,100	48	11,100	56	11,100	64	10,178	72	10,178
17	10,000	25	10,508	33	11,019	41	12,100	49	11,100	57	10,400	65	10,178	73	10,644

Request 11

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WAIVER OF COVENANTS

THIS INDENTURE WITNESSETH, That whereas the various people whose signatures are shown on the following pages to this instrument are the owners of lots located within Southern Oaks, Section I, a residential subdivision, located in Marion County, a Plat of which was recorded on August 17, 1977 in the Office of the Marion County Recorder, as Instrument Number 77-0053009, and Southern Oaks, Section II, a residential subdivision, located in Marion County, the Final Plat of which was recorded on March 15, 1978 in the Office of the Marion County Recorder, as Instrument Number 78-014303, and

WHEREAS, said Plat contains certain restrictive covenants limiting the architectural treatment of homes to be built within said Southern Oaks, Sections I and II, and

WHEREAS, various owners of lots located within Southern Oaks, Sections I and II desire to construct homes with architectural treatment which is at variance with the architectural covenants recorded within those original Plats,

NOW, THEREFORE, in consideration of the premises, the undersigned, being the owners of the lots in Southern Oaks, Section I and Southern Oaks, Section II, as set forth opposite their respective names below, pursuant to the provisions of the covenants as recorded on the original Plats as noted herein above, for themselves, their heirs, executors, administrators or assigns, hereby release and waive application of any and all rights to enforce the following covenants therein contained, with respect to all lots contained within Southern Oaks, Section

II and Section II, to-wit:

The exterior walls of and residence constructed in the development, shall be of brick or stone to the extent of at least 40% of the solid wall area.

This agreement providing for release and waiver of applications and all rights of enforcement to the above covenant is made on the

RECEIVED FOR RECORD
PRECIOUS BRYND
RECORDED-MARION CO
NOV 15 3 57 PM '78

condition that the following covenant will be adhered to:

The exterior walls of residences constructed in the development, shall be of brick or stone, to the extent of at least 30% of the solid wall area, or shall have a masonry exterior wall on the front wall of said residents.

All other restrictive covenants, which are not in violation of the United States Constitution and the laws of the several states, as set forth therein, are hereby ratified and shall remain in effect for the time set forth in said Plats.

IN WITNESS WHEREOF, the undersigned have executed this Waiver of Covenants this 24 day of August, 1978.



John W. Walls, President
City of Indianapolis
Metropolitan Development Commission

Date

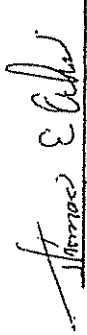
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STATE OF INDIANA)
) SS:
COUNTY OF MARION)


AFFIDAVIT

Thomas E. Ochs, President, being first duly sworn, states under oath that he is an adult resident of Marion County of the State of Indiana, with address at 1525 Shelby Street, Indianapolis, IN 46203 in said county and state, and that he personally witnessed and was present when each of the foregoing Lot Owners signed the aforesaid Waiver of Covenants, and this affiant swears that each signature thereon was in the handwriting of said respective Lot Owner.

Witness my hand and seal this 24 day of August, 1978.


Affiant

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 24 day of August, 1978.


Notary Public
DOLONES B. BARTLETT
Residing in Shelby County,
Indiana

My commission expires:

June 29 1981

The above affidavit and foregoing Waiver of Covenants was prepared by Charles J. Simpson, Attorney.

780081201

(Printed)	(Printed)	1 thru 3 incl. Lot Number
(Printed)	(Printed)	10 thru 15 incl. Lot Number
(Printed)	(Printed)	17-18-19-21-22-23 Lot Number
(Printed)	(Printed)	25-26-28 thru 37 incl. Lot Number
(Printed)	(Printed)	39-41-42-44-48-50-53-54 Lot Number
(Printed)	(Printed)	58 thru 62 incl.-64-66 Lot Number
(Printed)	(Printed)	68-70 thru 72 incl.-75 Lot Number
(Printed)	(Printed)	77-78 Lot Number
(Printed)	(Printed)	Lot Number
(Printed)	(Printed)	Lot Number
(Printed)	(Printed)	Lot Number
(Printed)	(Printed)	Lot Number

SHELBY SERVICE CORPORATION
Thomas E. Ochs

(Printed) (Printed) Lot Number
 Thomas E. Ochs, President 780081201

(Printed)	(Printed)	78 thru 84 incl. Lot Number
(Printed)	(Printed)	86-88 thru 93 incl. Lot Number
(Printed)	(Printed)	95 thru 100 incl. Lot Number
(Printed)	(Printed)	103 thru 107 incl. Lot Number
(Printed)	(Printed)	109 thru 115 incl. Lot Number
(Printed)	(Printed)	117-118-122-123 -125 Lot Number
(Printed)	(Printed)	127 thru 133 incl.-135 Lot Number
(Printed)	(Printed)	136-138 thru 151 incl. Lot Number
(Printed)	(Printed)	153 thru 157 incl. Lot Number
(Printed)	(Printed)	160-161 Lot Number
(Printed)	(Printed)	SHILEY SERVICE CORPORATION By <i>Thomas E. Ochs</i> Thomas E. Ochs, President
(Printed)	(Printed)	Lot Number 780081201

<u>Paul J. Barry</u>	(Printed)	<u>45</u>	Lot Number
<u>Paul Wilkare</u>	(Printed)	<u>27</u>	Lot Number
<u>Sharon Carnvale</u>	(Printed)	<u>67</u>	Lot Number
<u>Fred Ballwin</u>	(Printed)	<u>47</u>	Lot Number
<u>Ralph Lee Hagan</u>	(Printed)	<u>24</u>	Lot Number
<u>Stephen S. Jones</u>	(Printed)	<u>74</u>	Lot Number
<u>Maria L. Hill</u>	(Printed)	<u>51</u>	Lot Number
<u>James P. Deane</u>	(Printed)	<u>57</u>	Lot Number
<u>Frank H. Angel</u>	(Printed)	<u>65</u>	Lot Number
<u>Floyd Bryant</u>	(Printed)	<u>56443</u>	Lot Number
<u>J. Melina</u>	(Printed)	<u>13</u>	Lot Number
	(Printed)		Lot Number

780081201

WAIVER OF COVENANTS

THIS INDENTURE WITNESSETH, That whereas the various people whose signatures are shown on the following pages to this instrument are the owners of lots located within Southern Oaks, Section I, a residential subdivision, located in Marion County, a Plat of which was recorded on August 17, 1977 in the Office of the Marion County Recorder, as Instrument Number 77-0053009, and Southern Oaks, Section II, a residential subdivision, located in Marion County, the Final Plat of which was recorded on March 15, 1978 in the Office of the Marion County Recorder, as Instrument Number 78-014303, and

WHEREAS, said Plat contains certain restrictive covenants limiting the architectural treatment of homes to be built within said Southern Oaks, Sections I and II, and

WHEREAS, various owners of lots located within Southern Oaks, Sections I and II desire to construct homes with architectural treatment which is at variance with the architectural covenants recorded within those original Plats,

NOW, THEREFORE, in consideration of the premises, the undersigned, being the owners of the lots in Southern Oaks, Section I and Southern Oaks, Section II, as set forth opposite their respective names below, pursuant to the provisions of the covenants as recorded on the original Plats as noted herein above, for themselves, their heirs, executors, administrators or assigns, hereby release and waive application of any and all rights to enforce the following covenants therein contained, with respect to all lots contained within Southern Oaks, Section I and Section II, to-wit:

The exterior walls of and residence constructed in the development, shall be of brick or stone to the extent of at least 40% of the solid wall area.

This agreement providing for release and waiver of applications and all rights of enforcement to the above covenant is made on the

condition that the following covenant will be adhered to:

The exterior walls of residences constructed in the development, shall be of brick or stone, to the extent of at least 70% of the solid wall area, or shall have a masonry exterior wall on the front wall of said residents.

All other restrictive covenants, which are not in violation of the United States Constitution and the laws of the several states, as set forth therein, are hereby ratified and shall remain in effect for the time set forth in said

Plats.

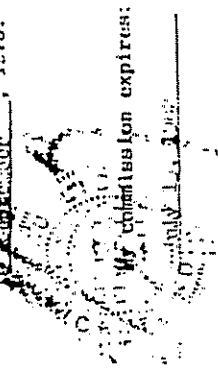
IN WITNESS WHEREOF, the undersigned have executed this Waiver of Covenants this 27th day of September, 1978.

30061201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared and , who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this 22nd day of , 1978.

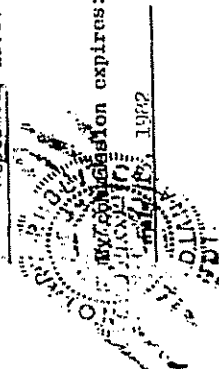


Notary Public
Sharon A. Drum
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Richard J. Bailey and , who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this 22nd day of , 1978.



Notary Public
Sharon A. Drum
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared and , who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this day of , 1978.

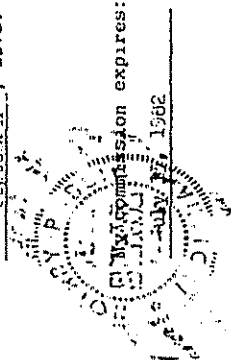
My commission expires:
Notary Public

780081201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Richard A. Spearman and Kina Spearman, who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this 26th day of September, 1978.

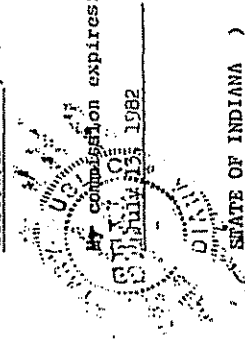


Sharon K. Bruhn
Notary Public
Sharon Bruhn
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Richard A. Spearman and Kina Spearman, who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this 26th day of September, 1978.



Sharon K. Bruhn
Notary Public
Sharon K. Bruhn
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Richard A. Spearman and Kina Spearman, who acknowledged the execution of the foregoing Waiver of Covenants as their voluntary act and deed.

WITNESS my hand and Notarial seal this 26th day of September, 1978.

Sharon K. Bruhn
Notary Public
Sharon K. Bruhn
Notary resides in Johnson County

My commission expires: July 13, 1982

780081201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

AFFIDAVIT

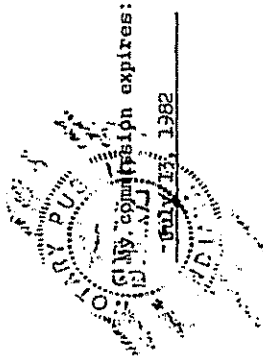
Phyllis J. Gullely, being first duly sworn, states under oath that she is an adult resident of Johnson County of the State of Indiana, with address at 722 Clyde Drive, Greenwood, Indiana in said county and state, and that she personally witnessed and was present when each of the foregoing Lot Owners signed the aforesaid Waiver of Covenants, and this affiant swears that each signature thereon was in the handwriting of said respective Lot Owner.

Witness my hand and seal this 26th day of September, 1978.

Phyllis J. Gullely
Affiant

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 26th day of September, 1978.

Sharon K. Bruhn
Notary Public
Sharon K. Bruhn
Residing in Johnson County,
Indiana



The above affidavit and foregoing Waiver of Covenants was prepared by Charles J. Simpson, Attorney.

780081201

79010022

MEMORANDUM OF UNDERSTANDING

During August of 1978, I as the owner of a home built on a lot located within Southern Oaks, Section I or Section II, a residential subdivision located in Marion County, executed a Waiver of Covenant pertaining to the exterior architectural treatment of homes built within the project, which provided that the exterior walls of residences constructed in the development shall be of brick or stone to the extent of at least 30% of the solid wall area, or shall have a masonry exterior wall on the front wall of the home.

It was my understanding in executing this Waiver that in the case of a two-story home, the requirement that masonry or brick be provided only applied to the first floor, and that in the case of a bi-level or tri-level home where knee walls are used and the living area is cantilevered over the lower area, brick or masonry surface would not be provided on the cantilevered walls or on those wall areas above the doors and windows. Rather, it was my understanding that this Covenant would be fulfilled if brick were provided on the front wall only of homes, not including the cantilevered walls or the areas above doors and windows.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, and for said county and state, personally appeared Raymond J. [Signature], who solemnly swore, that he personally witnessed the execution of this memorandum by the people whose signature appear on Page 2 hereof.

WITNESS my hand and Notarial seal this 6th day of March, 1979.



Raymond J. [Signature]
Notary Public

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDS DEPARTMENT
MAR 13 2 16 PM '79

Commission expires:

Oct. 30, 1979

79010022

Mark P. Barry

(Printed)

45
Lot Number

Paul Wilcox

(Printed)

27
Lot Number

Thomas M. Ware

(Printed)

Susan Gammon

(Printed)

67
Lot Number

Frank Ballwin

(Printed)

Madeline Ballwin

(Printed)

47
Lot Number

Ralph Lee Boyer

(Printed)

24
Lot Number

Stephen D. Jones

(Printed)

74
Lot Number

Marion A. Hill

(Printed)

Thomas C. Hill

(Printed)

51
Lot Number

James P. DeLong

(Printed)

Daphne DeLong

(Printed)

57
Lot Number

Frank H. Feigel

(Printed)

Josephine M. Feigel

(Printed)

65
Lot Number

Ford Pollock

(Printed)

85443
Lot Number

J. Malina

(Printed)

HELODY
Lot Number

13
Lot Number

(Printed)

CREST
Lot Number

(Printed)

(Printed)

750151201

750151201

79-10022

79 10022

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

* Frank H. Feigel

Frank H. Feigel

Frank H. Feigel

Josefina Feigel

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

Go Madona

73

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

75-1010023

MEMORANDUM OF UNDERSTANDING

During August of 1978, I as the owner of a home built on a lot located within Southern Oaks, Section I or Section II, a residential subdivision located in Marion County, executed a Waiver of Covenant pertaining to the exterior architectural treatment of homes built within the project, which provided that the exterior walls of residences constructed in the development shall be of brick or stone to the extent of at least 30% of the solid wall area, or shall have a masonry exterior wall on the front wall of the home.

It was my understanding in executing this Waiver that in the case of a two-story home, the requirement that masonry or brick be provided only applied to the first floor, and that in the case of a bi-level or tri-level home where knee walls are used and the living area is cantilevered over the lower area, brick or masonry wall areas would not be provided on the cantilevered walls or on those wall areas above the doors and windows. Rather, it was my understanding that this Covenant would be fulfilled if brick were provided on the front wall only of homes, not including the cantilevered walls or the areas above doors and windows.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared _____ who solemnly swore that he personally witnessed the execution of this memorandum by the people whose signature appear on Page 2 hereof.

WITNESS my hand and Notarial seal this 12 day of FEB, 1978.

[Signature]
Notary Public

My commission expires:

Oct 5, 1982

790010023

RECEIVED FOR RECORD
LUCILLE CLIPP
RECORDED - MARION CO
FEB 13 2 18 PM '79

79-10023

79-10023

<u>Mark P. Barry</u> (Printed)	_____	_____	_____
<u>Mark P. Barry</u> (Printed)	_____	(Printed)	Lot Number 45
<u>Paul W. Ware</u> (Printed)	<u>Thomas M. Ware</u>	_____	_____
<u>Paul W. Ware</u> (Printed)	_____	(Printed)	Lot Number 27
<u>Lynn Carnock</u> (Printed)	_____	_____	_____
<u>Lynn Carnock</u> (Printed)	_____	(Printed)	Lot Number 67
<u>Frank Callahan</u> (Printed)	<u>Frances B. Callahan</u>	_____	_____
<u>Frank Callahan</u> (Printed)	_____	(Printed)	Lot Number 47
<u>Ralph Lee Hogan</u> (Printed)	_____	_____	_____
<u>Ralph Lee Hogan</u> (Printed)	_____	(Printed)	Lot Number 24
<u>Stephen S. Jones</u> (Printed)	_____	_____	_____
<u>Stephen S. Jones</u> (Printed)	_____	(Printed)	Lot Number 74
<u>Marcus J. Niles</u> (Printed)	<u>Leontine C. Niles</u>	_____	_____
<u>Marcus J. Niles</u> (Printed)	_____	(Printed)	Lot Number 51
<u>James D. Delaney</u> (Printed)	<u>Phyllis Delaney</u>	_____	_____
<u>James D. Delaney</u> (Printed)	_____	(Printed)	Lot Number 57
<u>Frank H. Feigel</u> (Printed)	<u>Josephine M. Feigel</u>	_____	_____
<u>Frank H. Feigel</u> (Printed)	_____	(Printed)	Lot Number 65 *
<u>Frank H. Feigel</u> (Printed)	_____	_____	_____
<u>Frank H. Feigel</u> (Printed)	_____	(Printed)	Lot Number 65443
<u>Frank H. Feigel</u> (Printed)	_____	_____	_____
<u>Frank H. Feigel</u> (Printed)	_____	(Printed)	Lot Number 13
<u>Frank H. Feigel</u> (Printed)	_____	_____	_____
<u>Frank H. Feigel</u> (Printed)	_____	(Printed)	Lot Number Crest