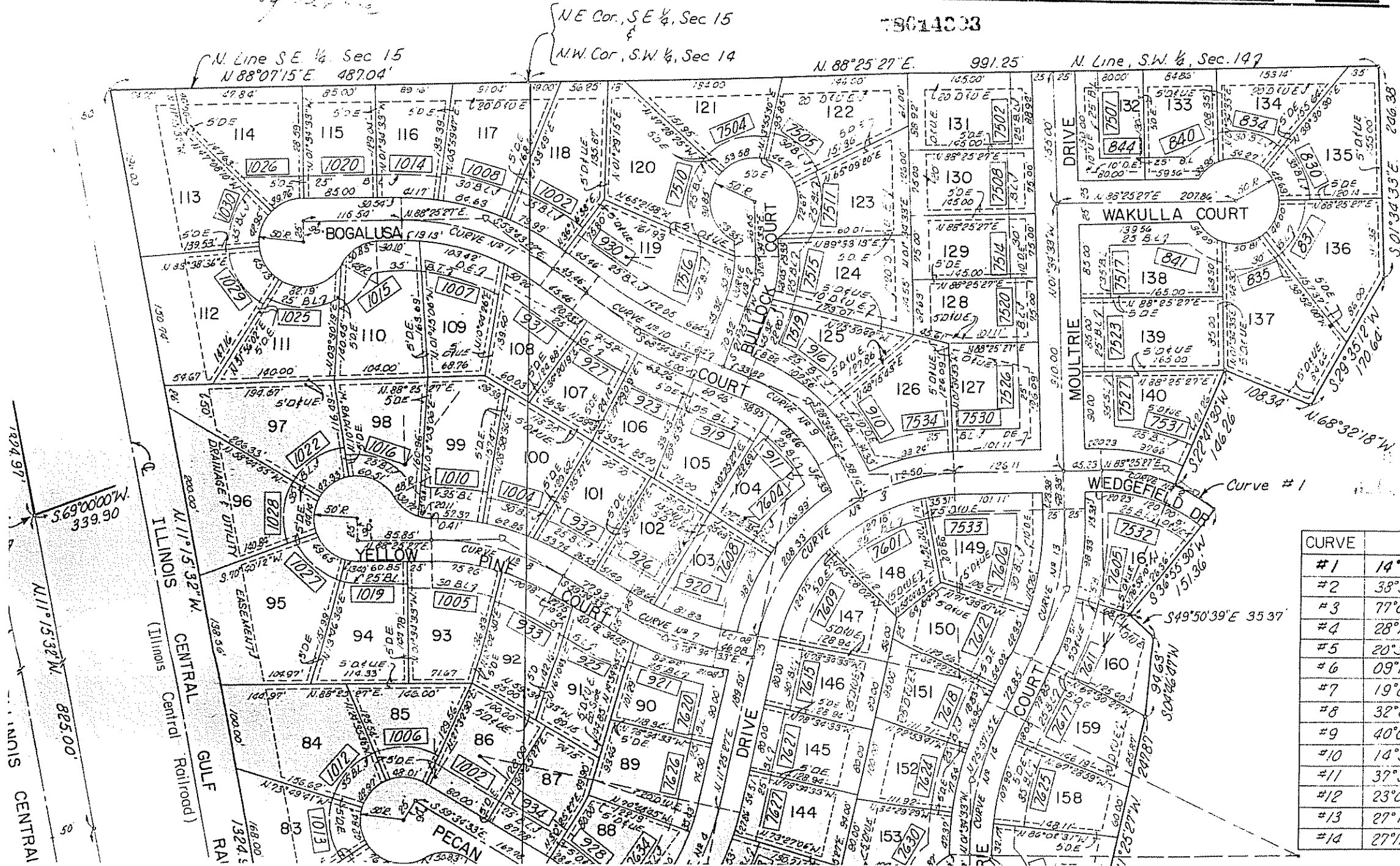
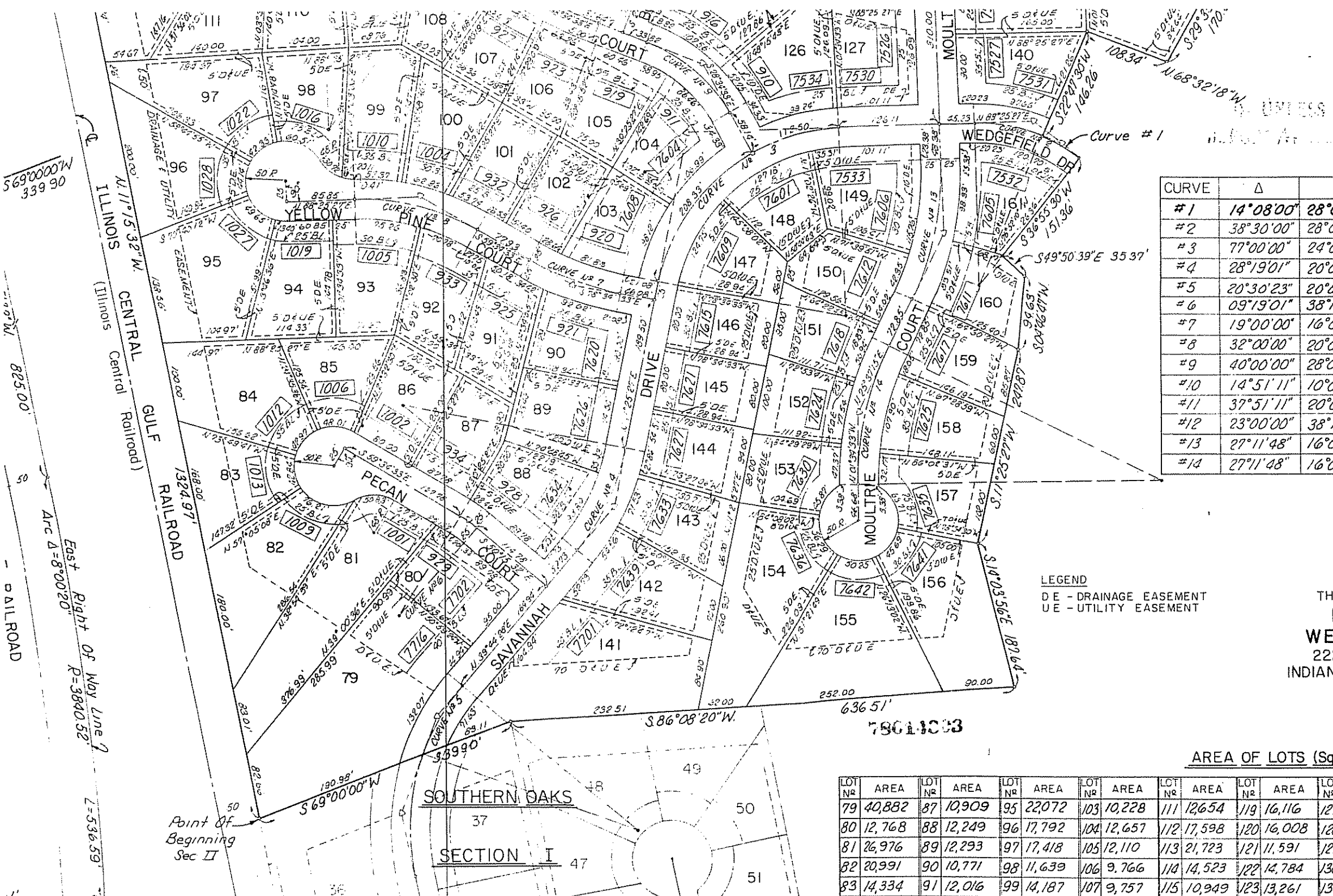


SOUTHERN OAKS - SECTION II



CURVE	Δ
#1	14°08'00"
#2	38°30'00"
#3	77°00'00"
#4	28°19'01"
#5	20°30'23"
#6	09°19'01"
#7	19°00'00"
#8	32°00'00"
#9	40°00'00"
#10	14°51'11"
#11	37°51'11"
#12	23°00'00"
#13	27°11'48"
#14	27°11'48"



CURVE	Δ	
#1	14°08'00"	28%
#2	38°30'00"	28%
#3	77°00'00"	24%
#4	28°19'01"	20%
#5	20°30'23"	20%
#6	09°19'01"	38%
#7	19°00'00"	16%
#8	32°00'00"	20%
#9	40°00'00"	28%
#10	14°51'11"	10%
#11	37°51'11"	20%
#12	23°00'00"	38%
#13	27°11'48"	16%
#14	27°11'48"	16%

LEGEND
 DE - DRAINAGE EASEMENT
 UE - UTILITY EASEMENT

TH
 |
 WE
 22:
 INDIAN

AREA OF LOTS (Sq)

LOT NR	AREA	LOT NR	AREA	LOT NR	AREA	LOT NR	AREA	LOT NR	AREA	LOT NR	AREA	LOT NR	AREA
79	40,882	87	10,909	95	22,072	103	10,228	111	12,654	119	16,116	127	12,654
80	12,768	88	12,249	96	17,792	104	12,657	112	17,598	120	16,008	128	12,657
81	26,976	89	12,293	97	17,418	105	12,110	113	21,723	121	11,591	129	12,110
82	20,991	90	10,771	98	11,639	106	9,766	114	14,523	122	14,784	130	9,766
83	14,334	91	12,016	99	14,187	107	9,757	115	10,949	123	13,261	131	9,757
84	19,806	92	12,591	100	12,497	108	11,345	116	10,449	124	15,082	132	11,345

OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE NORTH EIGHTY-EIGHT DEGREES SEVEN MINUTES FIFTEEN SECONDS EAST (N88°07'15"E) ON AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 A DISTANCE OF FOUR HUNDRED EIGHTY-SEVEN AND FOUR HUNDREDS THIRTY FEET (487.04') TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH EIGHTY-EIGHT DEGREES TWENTY-FIVE MINUTES TWENTY-SEVEN SECONDS EAST (N88°25'27"E) ON AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 A DISTANCE OF NINE HUNDRED NINETY-ONE AND TWENTY-FIVE HUNDREDS THIRTY-FIVE FEET (991.25') TO A POINT; THENCE SOUTH ONE DEGREE THIRTY-FOUR MINUTES THIRTY-THREE SECONDS EAST (S01°31'33"E) A DISTANCE OF TWO HUNDRED FORTY-SIX AND THIRTY-EIGHT HUNDREDS THIRTY-FIVE FEET (246.38') TO A POINT; THENCE SOUTH TWENTY-NINE DEGREES THIRTY-FIVE MINUTES TWELVE SECONDS WEST (S29°25'12"W) A DISTANCE OF ONE HUNDRED SEVENTY AND SIXTY-FOUR HUNDREDS THIRTY FEET (170.64') TO A POINT; THENCE NORTH SIXTY-EIGHT DEGREES THIRTY-TWO MINUTES EIGHTEEN SECONDS WEST (N68°32'18"W) A DISTANCE OF ONE HUNDRED EIGHT

COVENANTS AND

THE UNDERSIGNED, SHUBRY SERVICE CORPORATION, AN INDIANA CORPORATION, OWNERS OF RECORD OF THE FOREGOING DESCRIBED REAL ESTATE KNOWN AS SOUTHERN OAKS, SECTION 11, 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. THESE 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.

COVENANTS AND RESTRICTIONS

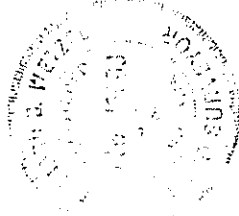
1. FRONT BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE FOREGOING PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE SEVERAL STREETS SHALL BE ERECTED AND MAINTAINED NO PERMANENT OR OTHER STRUCTURES, OR PARTS THEREOF.
2. ALL LOTS IN THIS SUBDIVISION SHALL BE DESIGNATED AS RESIDENTIAL LOTS, NO FAMILY DWELLING SHALL EXCEED TWO AND ONE-HALF STORIES OR THIRTY-FIVE FEET IN HEIGHT WITH THE USUAL ACCESSORY BUILDINGS.
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, IT 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 SEPARATED 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 MULTITITLE 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 A 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 COVERED 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. SET BACK SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OR SUCH INTERSECTION UNLESS THE PUBLIC USE IS MAINTAINED AT SUCH POINT BEING 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 DEATH, OR ROOF WATER DRAIN SHALL BE DISCHARGED INTO THE SANITARY SEWERS.
8. THE EXTERIOR WALLS OF ANY 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.

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

CERTIFIED THIS 14th DAY OF March 1978.

Richard B. Weitzel

RICHARD B. WEITZEL,
INDIANA LAND SURVEYOR NO. 10568



RESTRICTIONS

9. NO BUILDING SHALL BE ERRECTED, 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 ITS APPROVAL WITHIN 30 DAYS, THEN THE OWNER MAY PROCEED WITH THE BUILDING PLANS SUBMITTED, PROVIDED SUCH PLANS ARE NOT CONTRARY TO THESE COVENANTS. NEITHER MR. OCHS OR 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/DETENTION 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 STORMWATER 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 ERRECTED OR ALTERED IN VIOLATION THEREOF THE INJUNCTION OR OTHER LEGAL PROVESS, 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.

WITNESS MY SIGNATURE THIS _____ DAY OF _____ 1978.

THOMAS E. OCHS, PRESIDENT
SHELBY SERVICE CORPORATION

COUNTY OF MARION)) SS:
STATE OF INDIANA)

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 _____

78-013703

NOTARY PUBLIC

78-081201

137

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 77-0083009, 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 78-014309, 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

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 BYRD
RECORDER-MARION CO
Nov 15 3 51 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 Plans.

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



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

Date

780061201

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.

Thomas E. Ochs
Affiant

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

Walter M. Bartlett
Notary Public
Residing in Dolores M. Bartlett
County,
Indiana

My commission expires:

June 29, 1981

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

789081201

(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)
39-41-42-44-49-50-53-54	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)
(Printed)	(Printed)
(Printed)	(Printed)
(Printed)	(Printed)
(Printed)	(Printed)
(Printed)	(Printed)

(Printed)

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

(Printed)	79 thru 84 incl. Lot Number
(Printed)	86-88 thru 93 incl.
(Printed)	95 thru 100 incl. Lot Number
(Printed)	103 thru 107 incl. Lot Number
(Printed)	109 thru 115 incl. Lot Number
(Printed)	117-118-122-123 -125 Lot Number
(Printed)	127 thru 133 incl.-135 Lot Number
(Printed)	136-138 thru 151 incl. Lot Number
(Printed)	153 thru 157 incl. Lot Number
(Printed)	160-161 Lot Number
(Printed)	SHELBY SERVICE CORPORATION By: <i>Thomas E. Ochs</i> Thomas E. Ochs, President
(Printed)	Lot Number 780081301

<u>Frank J. Berry</u>	<u>(Printed)</u>	<u>45</u>	<u>Lot Number</u>
<u>Paul W. Ware</u>	<u>(Printed)</u>	<u>27</u>	<u>Lot Number</u>
<u>Sharon Carnwale</u>	<u>(Printed)</u>	<u>67</u>	<u>Lot Number</u>
<u>Fred Ballman</u>	<u>(Printed)</u>	<u>47</u>	<u>Lot Number</u>
<u>Ralph Lee Hagan</u>	<u>(Printed)</u>	<u>24</u>	<u>Lot Number</u>
<u>Stephen S. Jones</u>	<u>(Printed)</u>	<u>74</u>	<u>Lot Number</u>
<u>Maria L. Bell</u>	<u>(Printed)</u>	<u>51</u>	<u>Lot Number</u>
<u>James P. Adams</u>	<u>(Printed)</u>	<u>57</u>	<u>Lot Number</u>
<u>Frank H. Angel</u>	<u>(Printed)</u>	<u>65</u>	<u>Lot Number</u>
<u>Ford Robert</u>	<u>(Printed)</u>	<u>54-43</u>	<u>Lot Number</u>
<u>J. Melina</u>	<u>(Printed)</u>	<u>13</u>	<u>Lot Number</u>
<u>(Printed)</u>	<u>(Printed)</u>		<u>Lot Number</u>

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 20% 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.

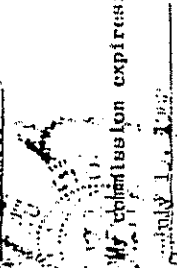
IN WITNESS WHEREOF, the undersigned have executed this Waiver of Covenants this 26th day of September 1978.

80061301

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

WITNESS my hand and Notarial seal this 20th day of September, 1978.

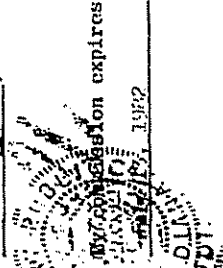


Sharon A. Brumm
Notary Public
Sharon A. Brumm
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

WITNESS my hand and Notarial seal this 20th day of September, 1978.



Sharon A. Brumm
Notary Public
Sharon A. Brumm
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 Wesley and Richard Wesley, 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.

Notary Public

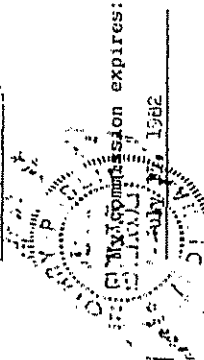
My commission expires: _____

780081201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared _____, 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.

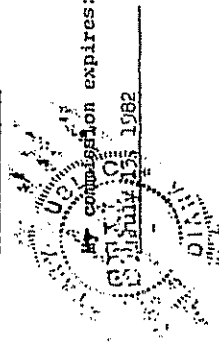


Sharon K. Bruhn
Notary Public
Sharon Bruhn
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared _____ 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.



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 _____ 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.

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

My commission expires:
July 13, 1982

780051301

On this day _____

Richard M. Kirby
President of _____
Lot Number _____

Richard M. Kirby
President of _____
Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

Lot Number _____

_____ (Printed) _____ Lot Number **780081201**

Lot Number
375K 454 122.5K
40 122 198
46 131 154
49 134

Richard M. Kirby
President of _____
(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)


AFFIDAVIT

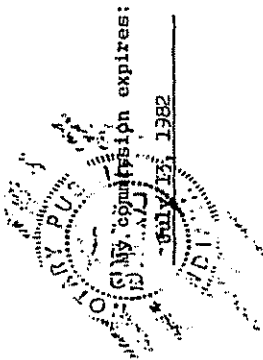
Phyllis J. Gullely, being first duly sworn, states under oath that she is an adult resident of Johnson ~~XXXXX~~ County of the State of Indiana, with address at 722 Clyde Drive, Greenwood, Indiana in said county and state, and that she personally witnessed and was present when each of the foregoing Lot 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.


Affiant

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


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

790010022

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 in and for said county and state, personally appeared W. D. [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



W. D. [Signature]
Notary Public

RECEIVED FOR RECORD
LUCILLE E. [Signature]
RECORDING CO
FEB 13 2 16 PM '79

My Commission expires:

Oct. 30, 1979

790010022

72 100422

Mark P. Berry
(Printed) _____
(Printed) _____ Lot Number 45

Paul Wilton
(Printed) _____
(Printed) Walter M. Ware Lot Number 27

Leslie Garmore
(Printed) _____
(Printed) _____ Lot Number 67

Fred Ballwin
(Printed) _____
(Printed) Wendy Jane Ballwin Lot Number 47

Ralph Lee Hooper
(Printed) _____
(Printed) _____ Lot Number 24

Stephen D. Jones
(Printed) _____
(Printed) _____ Lot Number 74

Marcus L. Dull
(Printed) _____
(Printed) Wendy C. Dull Lot Number 51

James P. DeLaney
(Printed) _____
(Printed) Digby DeLaney Lot Number 57

Frank H. Siegel
(Printed) _____
(Printed) Josephine M. Siegel Lot Number 65
Brows 121

Frank Polych
(Printed) _____
(Printed) _____ Lot Number 55443

J. Melina
(Printed) _____
(Printed) _____ Lot Number 13
Brows 98

_____ (Printed) _____
_____ (Printed) _____ Lot Number CREST

72 100422 750151201

79-10022

79 10022

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

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(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

* Frank H. Feigel

Pauline M. Feigel

05

Frank H. Feigel
(Printed)

Josefina Feigel
(Printed)

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

Josefina

73

(Printed)

(Printed)

Lot Number

(Printed)

(Printed)

Lot Number

73-1010023

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.

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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.

Jan M. Sloop
Notary Public

My commission expires:

Oct 5, 1982

730010023

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDED - 4306 YCO
FEB 13 2 18 PM '79

79-10023

79-10023

<u>Mark P. Berry</u> (Printed)	_____	_____
<u>Mark P. Berry</u> (Printed)	_____ (Printed)	<u>45</u> Lot Number
<u>Paul Wilcox</u> (Printed)	<u>Marion M. Ware</u>	_____
<u>Paul Wilcox</u> (Printed)	_____ (Printed)	<u>27</u> Lot Number
<u>Susan Carmack</u> (Printed)	_____	_____
<u>Susan Carmack</u> (Printed)	_____ (Printed)	<u>67</u> Lot Number
<u>Fred Ballwin</u> (Printed)	<u>Marjorie Balderson</u>	_____
<u>Fred Ballwin</u> (Printed)	_____ (Printed)	<u>17</u> Lot Number
<u>Ralph Lee Hooper</u> (Printed)	_____	_____
<u>Ralph Lee Hooper</u> (Printed)	_____ (Printed)	<u>24</u> Lot Number
<u>Stephen D. Jones</u> (Printed)	_____	_____
<u>Stephen D. Jones</u> (Printed)	_____ (Printed)	<u>74</u> Lot Number
<u>Marion L. Nyle</u> (Printed)	<u>Terrence C. Cole</u>	_____
<u>Marion L. Nyle</u> (Printed)	_____ (Printed)	<u>51</u> Lot Number
<u>James P. Delaney</u> (Printed)	<u>Phyllis Delaney</u>	_____
<u>James P. Delaney</u> (Printed)	_____ (Printed)	<u>57</u> Lot Number
<u>Frank H. Feigel</u> (Printed)	<u>Jacqueline M. Feigel</u>	_____
<u>Frank H. Feigel</u> (Printed)	_____ (Printed)	<u>65</u> * Lot Number
<u>Tom R. Ryzak</u> (Printed)	_____	_____
<u>Tom R. Ryzak</u> (Printed)	_____ (Printed)	<u>65443</u> Lot Number Melody
<u>J. Melina</u> (Printed)	_____	_____
<u>J. Melina</u> (Printed)	_____ (Printed)	<u>13</u> Lot Number Creat
_____ (Printed)	_____	_____
_____ (Printed)	_____ (Printed)	_____ Lot Number