

SOUTHERN OAKS - SECTION III

79 18511

CURVE DATA

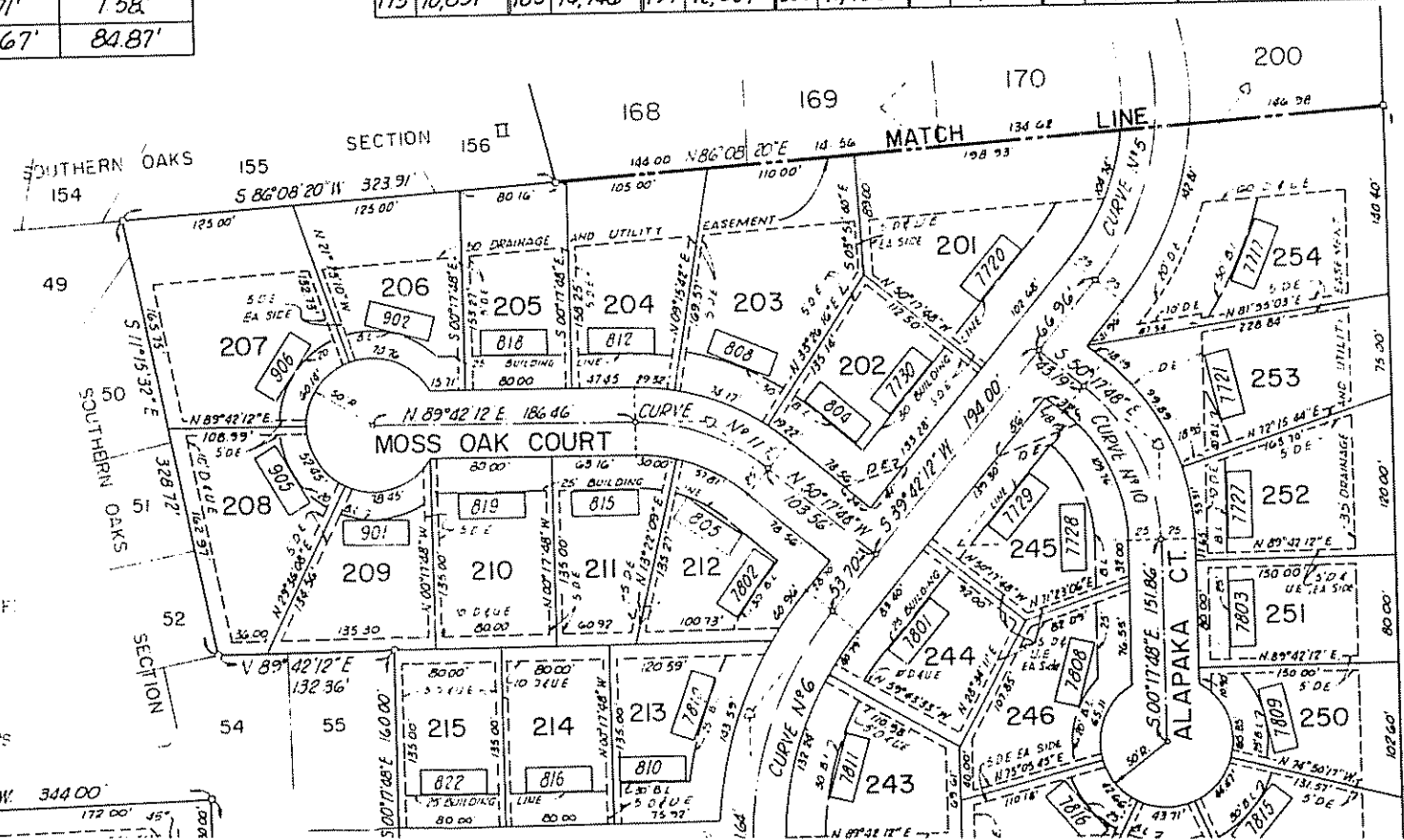
CURVE	Δ	D	R	T	L	E
#1	30°00'00"	28°00'00"	204.63'	54.83'	107.14'	7.22'
#2	14°08'00"	28°00'00"	204.63'	25.37'	50.48'	1.57'
#3	38°29'57"	28°00'00"	204.63'	71.46'	137.50'	12.12'
#4	28°43'15"	28°00'00"	204.63'	52.39'	102.57'	6.60'
#5	83°00'00"	28°00'00"	204.63'	181.04'	296.43'	68.59'
#6	40°00'00"	21°00'00"	272.84'	99.31'	190.48'	17.51'
#7	41°09'42"	28°00'00"	204.63'	76.84'	147.01'	13.95'
#8	40°00'00"	28°00'00"	204.63'	74.48'	142.86'	13.13'
#9	58°50'18"	56°00'00"	102.31'	57.70'	105.07'	15.15'
#10	50°00'00"	38°00'00"	150.78'	70.31'	131.58'	15.59'
#11	40°00'00"	38°00'00"	150.78'	54.88'	105.26'	9.68'
#12	20°00'00"	56°00'00"	102.31'	18.04'	35.71'	1.58'
#13	75°43'15"	18°00'00"	318.31'	247.45'	420.67'	84.87'

AREA OF LOTS (Sq Ft.)

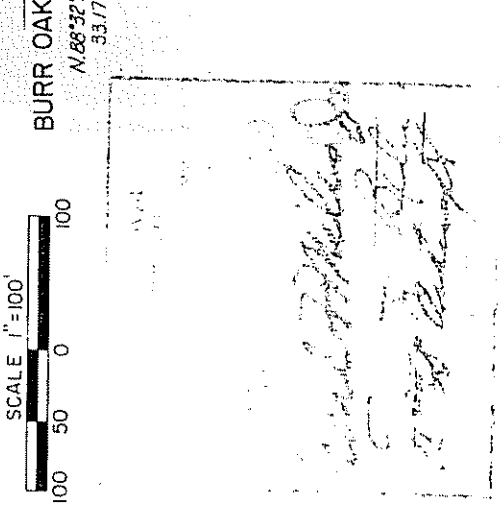
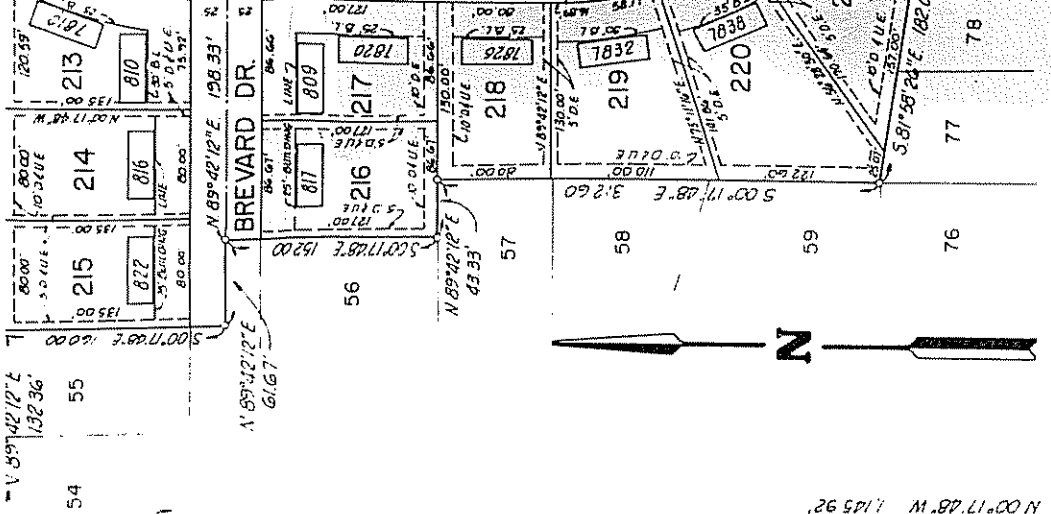
LOT No	AREA	LOT No	AREA	LOT No	AREA	LOT No	AREA	LOT No	AREA	LOT No	AREA	LOT No	AREA	LOT No	AREA
162	9,264	174	10,657	186	11,965	198	10,889	210	10,800	222	13,754	234	14,636	246	12,817
163	12,286	175	11,256	187	11,525	199	15,174	211	10,403	223	12,936	235	13,098	247	14,248
164	13,449	176	11,348	188	13,223	200	16,480	212	11,889	224	11,250	236	9,450	248	10,937
165	10,683	177	9,988	189	13,002	201	22,235	213	12,445	225	12,962	237	15,214	249	17,109
166	12,229	178	11,162	190	16,382	202	14,025	214	10,800	226	13,351	238	10,360	250	11,260
167	15,065	179	16,351	191	18,282	203	20,363	215	10,800	227	14,695	239	11,593	251	12,000
168	20,551	180	15,409	192	12,232	204	14,664	216	11,007	228	19,878	240	9,339	252	14,616
169	17,887	181	12,244	193	10,433	205	12,461	217	11,006	229	14,543	241	10,400	253	16,894
170	14,695	182	11,151	194	11,154	206	13,447	218	10,400	230	11,816	242	11,751	254	25,513
171	11,250	183	11,087	195	13,653	207	22,323	219	12,259	231	11,700	243	12,285		
172	11,303	184	14,661	196	12,411	208	14,288	220	16,762	232	15,203	244	11,848		
173	10,831	185	14,746	197	12,627	209	11,786	221	12,196	233	16,602	245	14,818		

NOTES:

- STREET NUMBERS OF LOTS ARE SHOWN AS A 4-DIGIT NUMBER ENCLOSED WITHIN A RECTANGLE. WHERE TWO NUMBERS APPEAR ON A SINGLE LOT, EITHER MAY ULTIMATELY APPLY, DEPENDING UPON THE SITING OF THE DWELLING.
- THIS SUBDIVISION SHALL BE KNOWN AS SOUTHERN OAKS, SECTION III, CONSISTING OF 93 LOTS, NUMBERED FROM 162 TO 254, BOTH INCLUSIVE, WITH STREETS AND EASEMENTS AS SHOWN HEREON. THE SIZE OF THE LOTS AND WIDTHS OF STREETS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- 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.
- IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THE PLAT ISSUED BY THAT DEPARTMENT. FAILURE TO SO COMPLY, INCLUDING FAILURE TO COMPLY WITH DEPARTMENT OF PUBLIC WORKS AND FEDERAL HOUSING ADMINISTRATION LOT GRADING REGULATIONS AND RECOMMENDATIONS, OR CONSTRUCTION OF ANY BUILDING AREA, INCLUDING BASEMENTS, BELOW THE MINIMUM PAD ELEVATION SHOWN ON THE DRAINAGE PLAN, SHALL OPERATE AS A WAIVER AND RELEASE OF THE DEVELOPER AND HIS AGENTS FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORM WATERS AND STORM DRAINAGE.



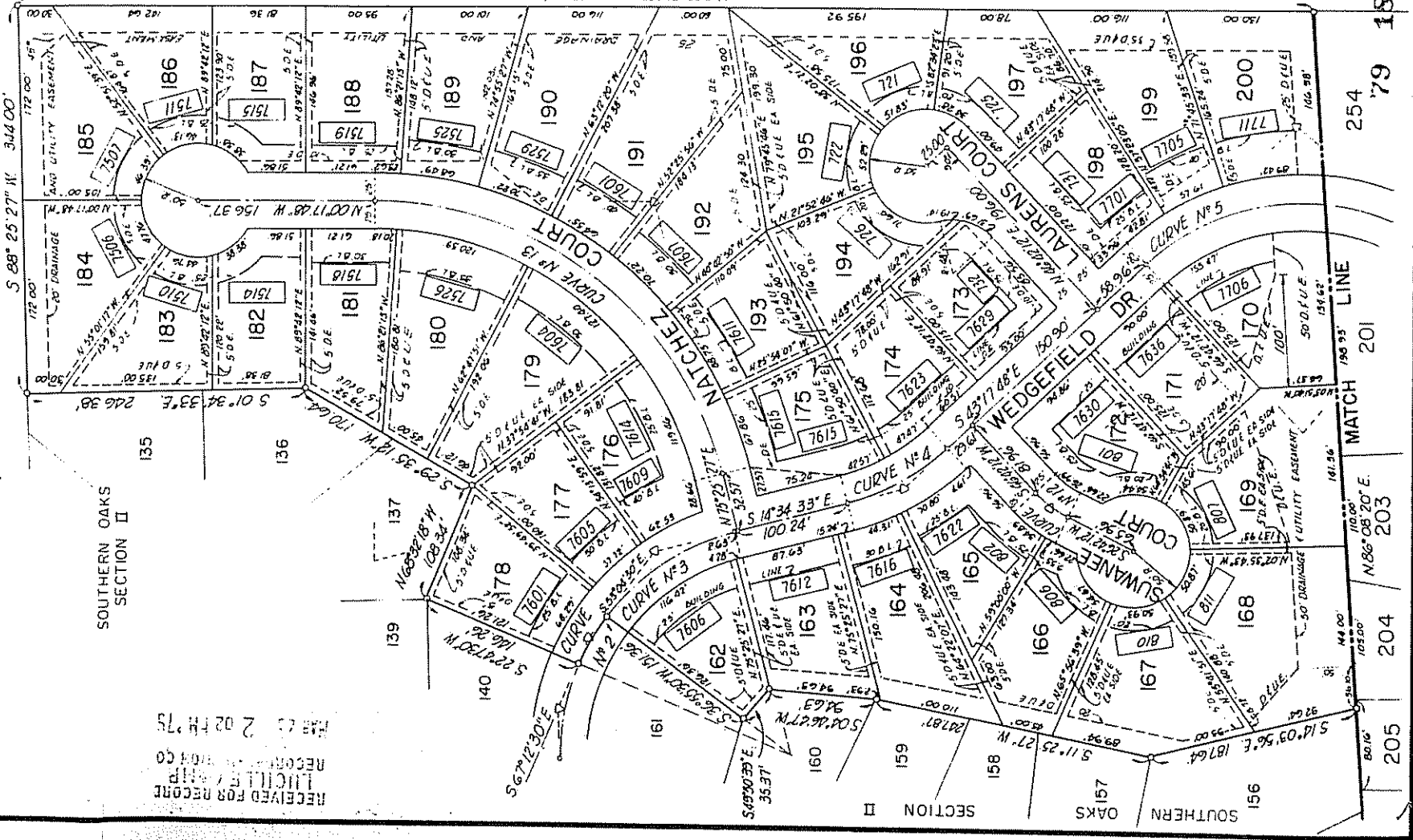
CONSTRUCTION OF ANY BUILDING SHALL BE IN ACCORDANCE WITH THE MINIMUM PAD ELEVATION SHOWN ON THE DRAINAGE PLAN. SHALL OPERATE AS A WAIVER AND RELEASE OF THE DEVELOPER AND HIS AFFILIATES FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORM WATER AND STORM DRAINAGE.



South Line, Section 15
 N 88° 06' 20" E 1,327.61'
 S.W. Cor. E 1/4, SE 1/4
 Sec. 15, T. 14N, R. 3E.

LEGEND
 D.E. - DRAINAGE EASEMENT
 U.E. - UTILITY EASEMENT

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 LUCILLE CAMPBELL
 RECORDS DEPARTMENT
 MAR 22 2 02 PM '75



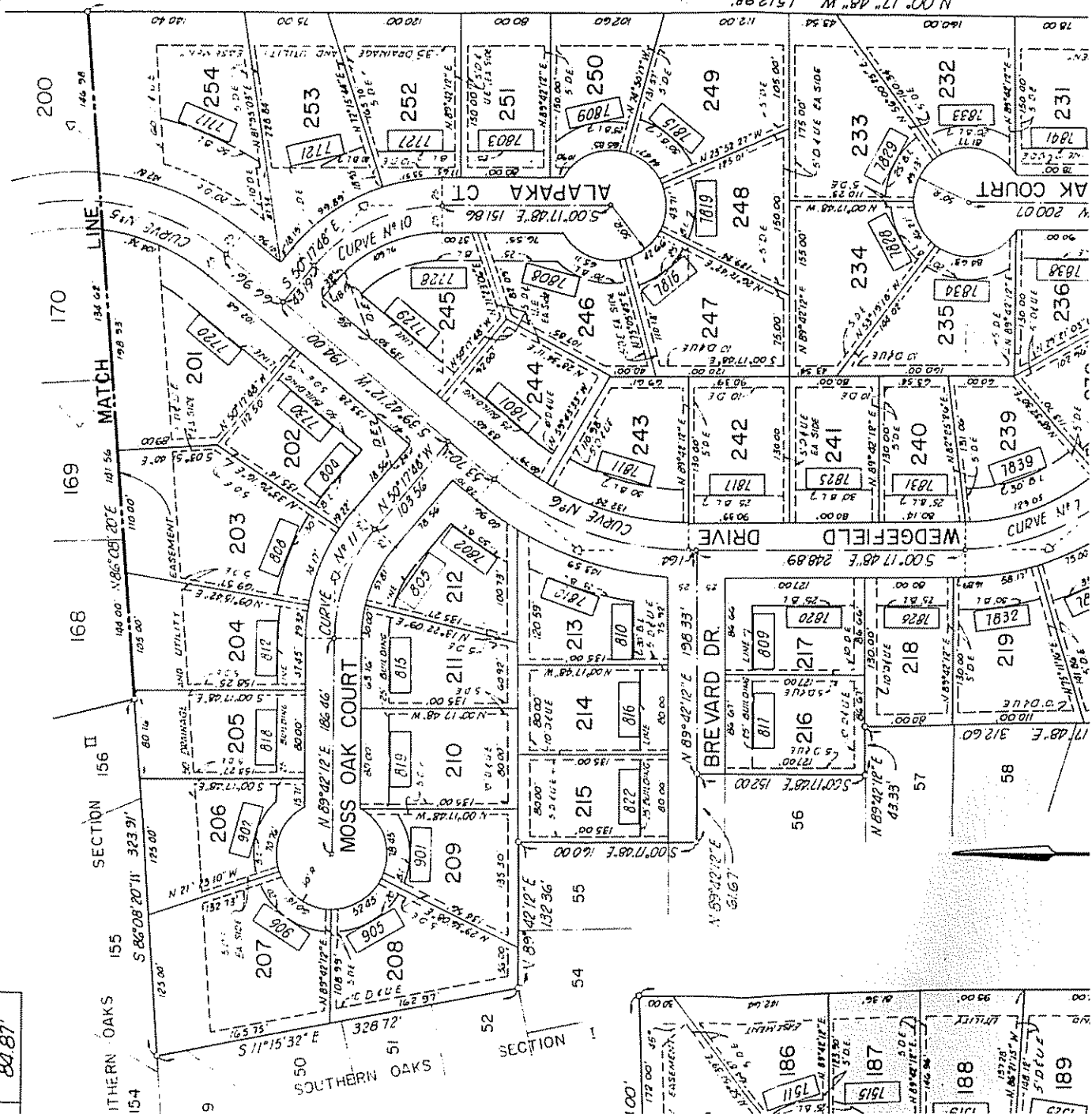
SOUTHERN OAKS - SECTION III

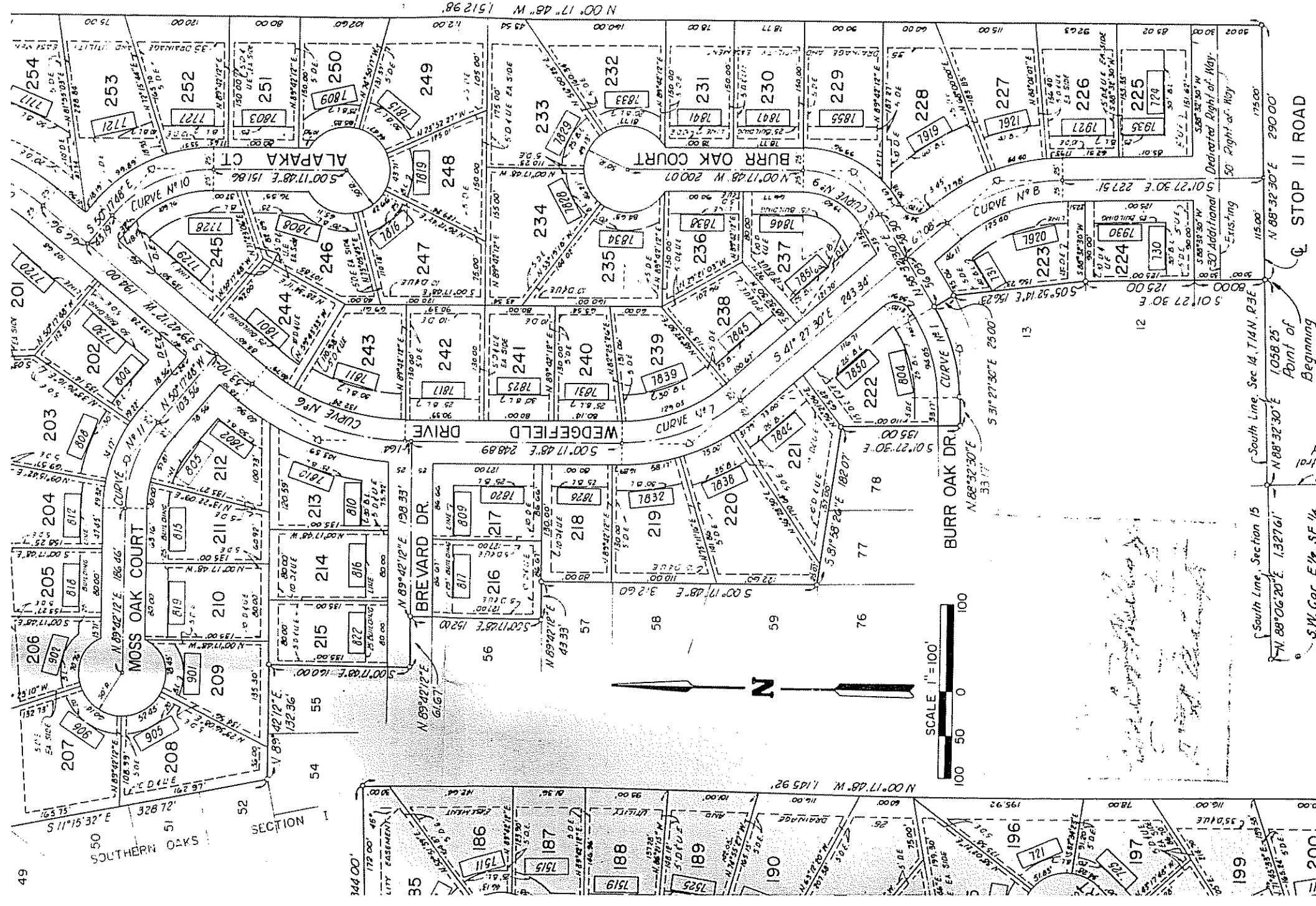
79 18511

E	
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84.87'	

AREA OF LOTS (Sq Ft)

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LEGEND

- D.E. - DRAINAGE EASEMENT
- U.E. - UTILITY EASEMENT

S.W. Cor. E 1/4, SE 1/4
Sec. 15, T. 14N., R. 3E.

South Line, Section 15
T. 14N. 88°06'20"E. 1327.61'

South Line, Sec. 14, T. 14N., R. 3E.
1058.25'

50°12'30"E. 227.51'
50°27'30"E. 227.51'

175.00'
N. 88°32'30"E. 290.00'

THIS PLAT PREPARED BY
Richard B. Wetzel
WETZEL ENGINEERS
222 N. NEW JERSEY ST.
INDIANAPOLIS, INDIANA 46204

79 16511

COVENANTS

THE UNDERSIGNED, SHELBY SERVICE CORPORATION, AN INDIANA CORPORATION, OWNERS OF RECORD OF THE FOREGOING DESCRIBED REAL ESTATE KNOWN AS SOUTHERN OAKS, SECTION III 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 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 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 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 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 OF SUCH INTERSECTION UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT 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. 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 SUBMITTED, PROVIDED 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.

9. ALL AREAS ENCLOSED WITHIN DRAINAGE EASEMENTS ON THE PLAT ARE HEREBY DESIGNATED AS STORMWATER MOVEMENT DETENTION OR RETENTION AREAS.

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-J 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 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 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 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 DRIVE, WAY PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTION UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT 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. 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 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 SUBMITTED, PROVIDED 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.

9. 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 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.

10. 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.

11. 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.

12. 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 _____ 1979.

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 _____

79 1551

NOTARY PUBLIC

NOTARY PUBLIC

78J081201

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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

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RECORDER-MARION CO
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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. Wallis, President
City of Indianapolis
Metropolitan Development Commission

Date

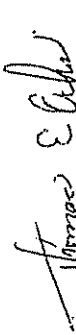
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STATE OF INDIANA)
) SS:
COUNTY OF MARION)


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
DOLORES M. 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.

78J081201

(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)	39-41-42-44-45-52-53-54 Lot Number
(Printed)	(Printed)	58 thru 62 incl.-64-66 Lot Number
(Printed)	(Printed)	68-79 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

(Printed) _____

SURETY SERVICE CORPORATION
Thomas E. Ochs
 (Printed) _____
 Thomas E. Ochs, President 780081201

78 thru 84 incl.
Lot Number

(Printed)

(Printed)

86-88 thru 93 incl.

Lot Number

(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)

160-163
Lot Number

(Printed)

SULLY SERVICE CORPORATION

By: *Thomas E. Ochs*
(Printed)

Thomas E. Ochs, President

(Printed)

Lot Number

(Printed)

780081301

-5-

Total 66 lots

<u>Paul J. Berry</u>	<u>(Printed)</u>	<u>45</u>	<u>Lot Number</u>
<u>Paul Wilcox</u>	<u>(Printed)</u>	<u>27</u>	<u>Lot Number</u>
<u>Shawn Carver</u>	<u>(Printed)</u>	<u>67</u>	<u>Lot Number</u>
<u>Fred Ballwin</u>	<u>(Printed)</u>	<u>47</u>	<u>Lot Number</u>
<u>Ralph Lee Hooper</u>	<u>(Printed)</u>	<u>24</u>	<u>Lot Number</u>
<u>Stephen D. Jones</u>	<u>(Printed)</u>	<u>74</u>	<u>Lot Number</u>
<u>Maree L. Hill</u>	<u>(Printed)</u>	<u>51</u>	<u>Lot Number</u>
<u>James P. Flynn</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>56443</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 80% 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 21st day of September 1978.

80061201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

WITNESS my hand and Notarial seal this 25th day of September, 1978.

Sharon K. Brunn
Notary Public
Sharon K. Brunn
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 L. Wesley and the foregoing Waiver of Covenants as their voluntary act and deed. who acknowledged the execution of

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

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

My commission expires: September 1, 1982

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

Notary Public

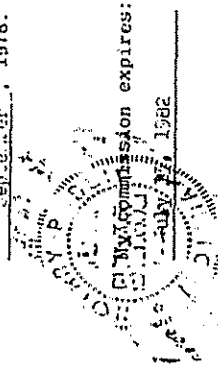
My commission expires: _____

780081201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

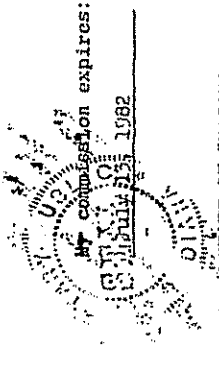


Sharon K. Bruhn
Notary Public
Sharon Bruhn
Notary resides in Johnson County

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.

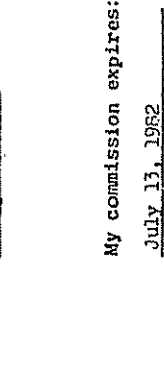


Sharon K. Bruhn
Notary Public
Sharon K. Bruhn
Notary resides in Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared 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 _____ day of _____, 1978.



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

My commission expires:
July 13, 1982

780081301

Lot Number

Richard H. ...
(Printed)

...
(Printed)

Lot Number

...
(Printed)

Lot Number

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(Printed)

Lot Number

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(Printed)

Lot Number

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(Printed)

780081201

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

AFFIDAVIT

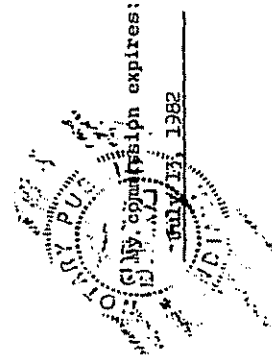
Phyllis J. Gulley, being first duly sworn, states under oath that she is an adult resident of Johnson ~~Marion~~ County of the State of Indiana, with address at 722 Clyde Drive, Greenwood, Indiana in said county and state, and that she personally witnessed and was present when each of the foregoing Lot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

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 Lucille M. Miller, who solemnly swore that he personally witnessed the execution of this memorandum by the people whose signatures appear on Page 2 hereof.

WITNESS my hand and Notarial seal, this 6th day of February



Lucille M. Miller
Notary Public

RECEIVED FOR RECORD
LUCILLE M. MILLER
MAR 15 2 16 PM '79

790010022

70 50042

Mark P. Beery
(Printed) _____
Lot Number 45

Paul W. Wilson
(Printed) _____
James M. Ware
(Printed) _____
Lot Number 27

Leslie Carmichael
(Printed) _____
Frank S. Ballwin
(Printed) _____
Lot Number 67

George J. Bell
(Printed) _____
George J. Bell
(Printed) _____
Lot Number 47

Ralph Lee Boyson
(Printed) _____
Stephen S. Jones
(Printed) _____
Lot Number 24

Stephen S. Jones
(Printed) _____
Marvin L. Auld
(Printed) _____
Lot Number 74

Marvin L. Auld
(Printed) _____
James P. DeLong
(Printed) _____
Lot Number 51

James P. DeLong
(Printed) _____
Frank H. Feigel
(Printed) _____
Lot Number 57

Frank H. Feigel
(Printed) _____
James P. DeLong
(Printed) _____
Lot Number 65

James P. DeLong
(Printed) _____
Frank H. Feigel
(Printed) _____
Lot Number 65

Frank H. Feigel
(Printed) _____
James P. DeLong
(Printed) _____
Lot Number 65

James P. DeLong
(Printed) _____
Frank H. Feigel
(Printed) _____
Lot Number 65

James P. DeLong
(Printed) _____
Frank H. Feigel
(Printed) _____
Lot Number 65

750051201

79-10022

79-10022

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

* Frank H. Feigel

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

05

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

 (Printed)

 Lot Number

73

 (Printed)

 Lot Number

 (Printed)

 Lot Number

MEMORANDUM OF UNDERSTANDING

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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 _____ 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 1979.

[Signature]
Notary Public

My commission expires:

Oct 5, 1982

730010023

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO
FEB 13 2 18 PM '79

79-10023

IN 13012A

<u>Mark P. Beery</u>	_____	_____	_____
<u>Mark P. Beery</u>	(Printed)	_____	45 Lot Number
<u>Paul W. Ware</u>	_____	_____	_____
<u>Paul W. Ware</u>	(Printed)	_____	27 Lot Number
<u>Lynne Gamble</u>	_____	_____	_____
<u>Lynne Gamble</u>	(Printed)	_____	67 Lot Number
<u>Frank Gallwin</u>	_____	_____	_____
<u>Frank Gallwin</u>	(Printed)	_____	47 Lot Number
<u>Ralph Lee Hogan</u>	_____	_____	_____
<u>Ralph Lee Hogan</u>	(Printed)	_____	24 Lot Number
<u>Stephen S. Jones</u>	_____	_____	_____
<u>Stephen S. Jones</u>	(Printed)	_____	74 Lot Number
<u>Marion S. Niek</u>	_____	_____	_____
<u>Marion S. Niek</u>	(Printed)	_____	51 Lot Number
<u>James P. Delaney</u>	_____	_____	_____
<u>James P. Delaney</u>	(Printed)	_____	57 Lot Number
<u>Frank H. Feigel</u>	_____	_____	_____
<u>Frank H. Feigel</u>	(Printed)	_____	65 * Lot Number Crest
<u>Ford Pollock</u>	_____	_____	_____
<u>Ford Pollock</u>	(Printed)	_____	654-43 Lot Number Melody
<u>J. Melina</u>	_____	_____	_____
<u>J. Melina</u>	(Printed)	_____	13 Lot Number Crest
_____	_____	_____	_____
_____	(Printed)	_____	Lot Number