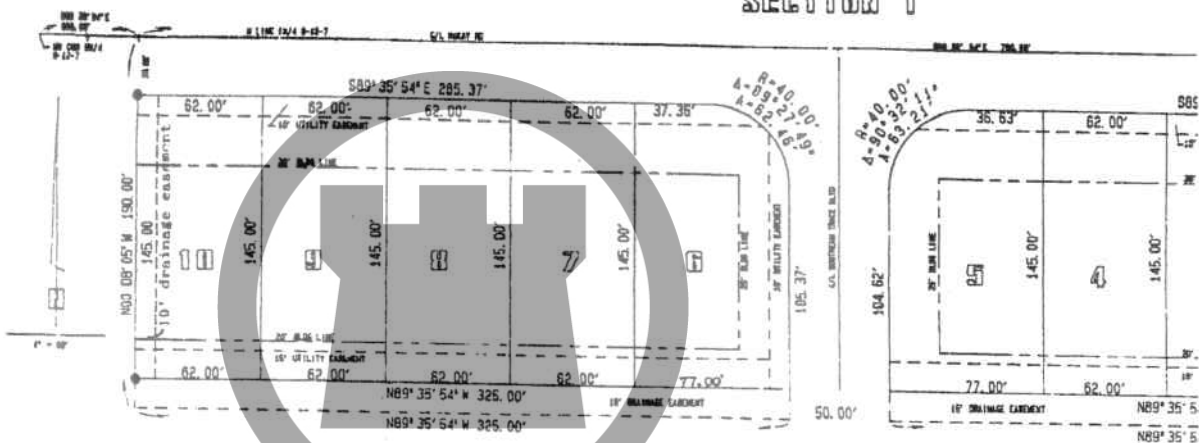


14712

SOUTHERN TRACE SECTION 1



CERTIFICATE OF GENERAL COMPLETION AND ACCEPTANCE

We hereby certify that the improvements shown and described herein have been installed in accordance with our plans and specifications, and that all structures, easements, and other open spaces for public or private use are complete.

CHICAGO TITLE

By: *[Signature]*
 President
 Chicago Title Insurance Company

By: *[Signature]*
 Registered Land Surveyor

The above described improvements have been installed in accordance with the plans and specifications, and the same will be placed as shown hereon, subject to the approval of the City of Chicago.

By: *[Signature]*
 Registered Land Surveyor



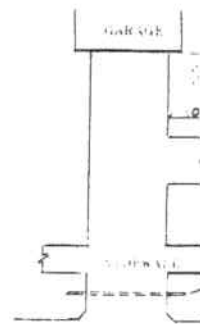
CERTIFICATE OF APPROVAL OF IMPROVEMENTS

I hereby certify that the water supply and sewage disposal utility systems, including the installation of the subdivision plant at the Southern Trace, Section 1, fully meet the requirements of the health, safety and are hereby approved as shown.

By: *[Signature]*
 President
 Board of Health and Safety

LOCAL DESCRIPTION

A part of the southern portion of Section 1, Township 37 North, Range 14 East, 9th Principal Meridian, Cook County, Illinois.



SEE SITE PLAN
 REQUIRED EACH

CERTIFICATE OF APPROVAL OF STREET

I hereby certify that the improvements have been installed in accordance with the plans and specifications, and the same will be placed as shown hereon, subject to the approval of the City of Chicago.

By: *[Signature]*
 President
 Board of Public Works

CERTIFICATE OF APPROVAL OF SUBDIVISION

I hereby certify that the subdivision has been approved by the Board of Public Works, Cook County, Illinois, and that the same will be placed as shown hereon, subject to the approval of the City of Chicago.

NOTICE TO THE PUBLIC: This is to certify that the following is a true and correct copy of the original as filed in my office on this date.

John King
William H. ...
John ...



... and ...

... and ...

John 25
Betty ...
President



... and ...

June 25
Betty ...
President

CHICAGO TITLE

TO ALL WHOM THESE PRESENTS SHALL COME, I, ERIS L. CONOVER, Registered Land Surveyor for the State of Indiana, do hereby certify that the following is a true and correct copy of the original as filed in my office on this date:

A part of the southwest quarter of Section 12, Township 12 North, Range 7 East, Shelby County, Indiana, is described as follows:

commencing at the western corner of the above described Southwest quarter of section 12, and with the North line of the quarter, South 85 degrees, 05 minutes, 04 seconds East, 600.00 feet (600 feet) to the Northeast corner of a certain 18 acre tract and the true point of beginning of the tract herein described;

thence with the North line of the quarter, South 85 degrees, 05 minutes 04 seconds East, 600.00 feet; thence parallel with the East line of the aforesaid tract, North 85 degrees, 05 minutes 04 seconds East, 700.00 feet; thence parallel with the North line of the quarter, South 85 degrees, 05 minutes 04 seconds West, 700.00 feet to the East line of said 18 acre tract; thence with said East line, North 85 degrees, 05 minutes 04 seconds West, 190.00 feet to the point of beginning, containing 3.057 acres, more or less, and subject to the right of way of the highway on the North line of the tract and also subject to any other existing rights of way, easements or restrictions.

Witness my hand and seal this 15th day of June, 1966.
Erin L. Conover
Erin L. Conover
Registered Land Surveyor
State of Indiana



... and ...

June 21
John ...
President

Thomas ...
Secretary

My commission expires *June 21* 10/23/
Bryce Ellert
Notary Public Signature

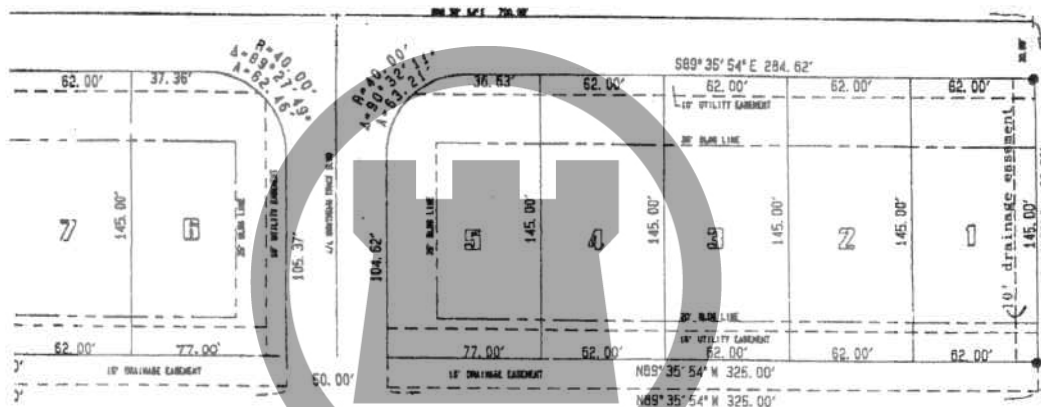
SOUTHERN TRACE

SECTION 1

Entered for Taxation

1995

James L. Conover
Auditor Shelby County

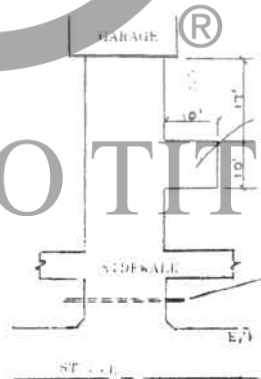


DEDICATION

AREAS OF THE PROPERTY SHOWN HEREBY ADAPT THIS PLAN OF DEDICATION WITH OUR DESIGN, WORKS AND OTHER OPEN SPACES

76

CHICAGO TITLE



TURN AROUND LOCATION
EITHER SIDE OF DRIVEWAY

A minimum 12" diameter RCP, Class III ASTM C76 or corrugated metal pipe (0.079" thickness) culvert shall be placed under each drive. The culvert shall have a pipe and section of same material as pipe at both the upstream and downstream end of culvert. The culvert invert shall conform to the ditch grading.

77 SITE TURN AROUND
REQUIRED EACH LOT

76



76

apply and secure disposal of any installation to the main section of fully meet safety and are hereby

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PROGRESS OF APPROVAL OF STREETS AND CULVERTS

I hereby certify that the streets and culverts hereafter improvements have been established and are complete in accordance with the City of Chicago Ordinance No. 47533, Section 10-11-01 Southern Trace Section 1, City of Chicago, and a sufficient bond in the amount of \$... has been posted with the Common Council in accordance with the provisions of the said ordinance.

James J. [Signature]
President
Board of Works

76

STATEMENT OF THE SURVEYOR

I hereby certify that the survey and plan of the above described property have been made in accordance with the Surveyors Regulations for Shelby County, Indiana, and the City of Chicago, and that the same are true and correct.

Section of the State of Indiana
County of Adams

96

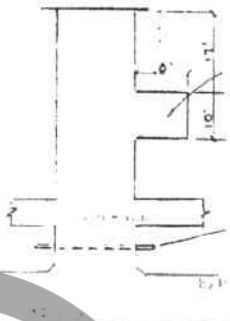
Section of the State of Indiana
County of Adams

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Section of the State of Indiana
County of Adams

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DRIVEWAY LOCATION
EITHER SIDE OF DRIVEWAY

A minimum 12" diameter RCP,
Class III ASTM C76 or corrugated
metal pipe (0.079" thickness)
culvert shall be placed under
each drive. The culvert shall
have a pipe end section of same
material as pipe at both the
upstream and downstream end of
culvert. The culvert invert shall
conform to the ditch grading.

Section of the State of Indiana
County of Adams



Section of the State of Indiana
County of Adams

Section of the State of Indiana
County of Adams

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CHICAGO TITLE

Section of the State of Indiana
County of Adams

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Section of the State of Indiana
County of Adams

27

Restrictive Covenants Southern Trace Subdivision

ARTICLE I

1. Character of the Development.

- A. In General. Every numbered lot platted as a part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house, with a garage of at least one automobile space.
- B. Occupancy or Residential use of a Partially Completed Dwelling House Prohibited. No Dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it has been substantially completed.
- C. Personal Property Storage. No semi-tractors or trailers, tractors, trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on any lots.
- D. Offensive Activities Prohibited. No noxious or offensive activity or noise shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- E. Mineral Mining Prohibited. No oil drilling, oil development operations, oil refring, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- F. Underground Utilities. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the Developer. No outside antennas, satellite dishes, poles, masts, or towers shall be permitted unless first approved in writing by the Developer.
- G. Household Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, providing that dogs, cats, or other household pets may be kept, so long as they are not kept, bred, or maintained for commercial purposes.

ARTICLE II

1. Restrictions concerning size, placement and maintenance of dwelling houses and other structures.

- A. Minimum Living Space Area. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, basements, and other non-living spaces or portions thereof, or similar facilities shall in no case contain less than 950 square feet for a one (1) story dwelling, and no two (2) story dwelling shall contain less than 900 square feet of living area on the ground floor. All residences shall meet the living space requirements provided by the R.R. zoning classification.
- B. Residential Set-back Requirements.
(i) Front Set-backs. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the final plat of the Development.
(ii) Minimum Side Yards. Side yards shall meet current standards per the City of Shelbyville.
(iii) Minimum Rear Yards. The rear set-back line shall be at least 20 feet from the rear lot line.
- C. Fences and Mailboxes. Any mailbox must be approved by the Developer as to size, location, height and style before it may be installed. No fence shall be erected, placed or altered on any lot nearer to the street than ten (10) feet behind the front of the house (except that a fence will be allowed at the perimeter

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quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

F. Underground Utilities. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the Developer. No outside antennas, satellite dishes, poles, masts, or towers shall be permitted unless first approved in writing by the Developer.

G. Household Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, providing that dogs, cats, or other household pets may be kept as long as they are not kept, bred, or maintained for commercial purposes.

ARTICLE II

1. Restrictions concerning size, placement and maintenance of dwelling houses and other structures.

A. Minimum Living Space Area. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, basements, and other non-living spaces or portions thereof, or similar facilities shall in no case contain less than 950 square feet for a one (1) story dwelling, and no two (2) story dwelling shall contain less than 900 square feet of living area on the ground floor. All residences shall meet the living space requirements provided by the R-2 zoning classification.

B. Residential Set-back Requirements.
(i) Front Set-backs. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the final plat of the Development.

(ii) Minimum Side Yards. Side yards shall meet current standards per the City of Shelbyville.

(iii) Minimum Rear Yards. The rear set-back line shall be at least 20 feet from the rear lot line.

C. Fences and Mailboxes. Any mailbox must be approved by the Developer as to size, location, height and style before it may be installed. No fence shall be erected, placed or altered on any lot nearer to the street than ten (10) feet behind the front of the house (except that a fence will be allowed at the perimeter boundary of the Development, so long as it is pre-approved by the Developer). All side and rear yard fencing within the development shall be vinyl-coated chain-link style and shall not exceed four (4) feet in height. Decorative privacy fencing (not to exceed six (6) feet in height) shall be allowed adjacent to patios and decks; however, in no case shall the entire rear yards be completely enclosed with said high privacy fencing.

D. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 (two) and six (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 any lot within ten (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 intersections unless the foliage line is

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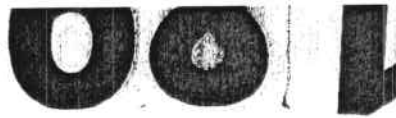
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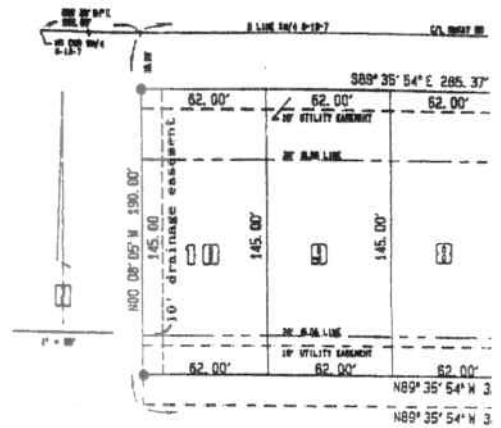


1-17-12

AM 27

maintained at sufficient height to prevent obstruction of such sight lines.

- E. Visual Screening Required. No oil tanks and bottled-gas tanks may be placed in the subdivision. Any stationary air-conditioning unit must be walled-in, screened, or appropriately landscaped. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.
- F. Garages Required. All residential dwellings in the Development shall include at least a one car garage of the same construction as the dwelling.
- G. Above-Ground Swimming Pools Prohibited. Above-ground swimming pools are prohibited on all lots in this Development.
- H. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within four (4) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- I. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the improvements from becoming unsightly; and, specifically, such owner shall:
 - (i) Mow the grass on the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
 - (ii) Remove all debris or rubbish.
 - (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
 - (iv) Cut down and remove dead trees.
 - (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.



CERTIFICATE OF OWNERSHIP, CONSENT
 We hereby certify that we are the owner and described herein and that this subdivision with our consent and dedication all streets, easements, and dedications to public or private use as follows:

15 May
 Subscribed, Traced, and Signed by:

 _____, President

CERTIFICATE OF ACCEPTANCE
 I hereby certify that the plans, specifications, location and plot plan of this subdivision conform to the Indiana Plat Commission and that I grant hereby to the public the rights:

15 May

 _____, Registered Land Surveyor #2888

CERTIFICATE OF APPROVAL OF UTILITY
 I hereby certify that the water utility system installed in this subdivision plot entitled "South" meets the requirements of the Board of Public Works as shown:

June 25

 _____, President
 BOARD OF PUBLIC WORKS AND STREETS

LEGAL DESCRIPTION
 A part of the southwest quarter of

CHICAGO TITLE

- J. Maintaining Architectural Control. No building or structure of any kind, including additions and alterations, shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to scale, shall have been submitted to, and approved by an Architectural Control Committee to be formed by the Developer in writing before any construction begins. The plans, specifications and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by the Architectural Control Committee, may be based on any ground including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. The Committee shall not be responsible for any structural, mechanical or electrical defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Until such time as the Developer shall have named the Committee, the Developer shall be the Committee. Once named, the Developer shall have the right to fill vacancies in the Committee.
- K. Improvement Location Permit. Notwithstanding compliance with the foregoing minimum required requirements, the City of Shelbyville, County of Shelby, in Indiana, shall not issue an improvement location permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee or its duly authorized representative.
- L. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.
- M. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- N. Accessory Structures. No permanent, detached, accessory structure shall be placed or erected on any lot without prior consent of the Architectural Control

Red Box

- (i) remove all signs or rubbers.
 - (ii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
 - (iv) Cut down and remove dead trees.
 - (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- J. **Maintaining Architectural Control.** No building or structure of any kind, including additions and alterations, shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to scale, shall have been submitted to, and approved by an Architectural Control Committee to be formed by the Developer in writing before any construction begins. The plans, specifications and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by the Architectural Control Committee, may be based on any ground including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. The Committee shall not be responsible for any structural, mechanical or electrical defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Until such time as the Developer shall have named the Committee, the Developer shall be the Committee. Once named, the Developer shall have the right to fill vacancies in the Committee.
- K. **Improvement Location Permit.** Notwithstanding compliance with the foregoing minimum requirements, the City of Shelbyville, County of Shelby, Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative.
- L. **Model Homes.** No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.
- M. **Temporary Structures.** No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- N. **Accessory Structures.** No permanent, detached, accessory structure shall be placed or erected on any lot without prior consent of the Architectural Control Committee.
- O. **Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lots as may be reasonably necessary to accomplish the purposes of the subsection.
- P. **Driveways.** Each driveway in the Development shall be concrete and shall not exceed 32 feet in width when located in the front yard.
- Q. **Signs.** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet which shall be used for advertising the property for sale or rent, except those used by Builders or the Developer to advertise the property during the construction and sales period of the Development.

ARTICLE III

1. **Maintenance of all common areas and storm water detention areas.**
- A. The maintenance of all common areas and storm water detention areas as indicated on the recorded plat shall be the responsibility of the Southern Trace Homeowners Association in perpetuity.

SHelBY COUNTY, INDIANA, ss. I, the undersigned, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.

15 May

 County Clerk

15 May

 Recorder

15 May

 Treasurer

15 May

 Notary Public

WHEREFORE, I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS ON FILE IN MY OFFICE.

15 May

 President

CHICAGO TITLE

LEGAL DESCRIPTION

A part of the southeast quarter of Range 7 East, Shelby County, Indiana, commencing at the Northwest and Southeast quarter of section 10, quarter South 89 degrees 05 minutes 14.00 seconds East 100.00 feet to the North line of the quarter and the true point of beginning;

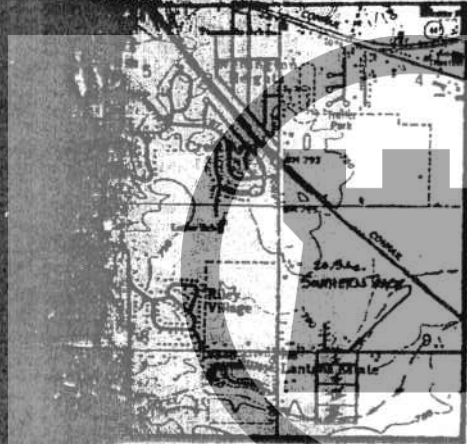
Thence with the North line of 100 minutes 54 seconds East 100.00 feet; East line of the aforesaid quarter 05 seconds East 100.00 feet; North line of the quarter south of West 700.00 feet to the East line of said East line North 06 degrees 10.00 feet to the point of beginning or less, and subject to the existing rights of any assessment of

Certified: *15 May 1976*

 Eric L. Conover
 Registered Land Surveyor #0000
 State of Indiana

NW CORNER
SW 1/4
9-12-7
McKAY ROAD

AB 29 1987



LOCATION MAP
1" = 2000'

CHICAGO TITLE

SOUTHERN
SECTION TWO



CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision plat entitled "Southern Trace Section Two" fully meet the requirements of the Board of Works and Safety and are hereby approved as shown.

Agreed: 10-27
Betty R. Keenan
 President
 Board of Works and Safety

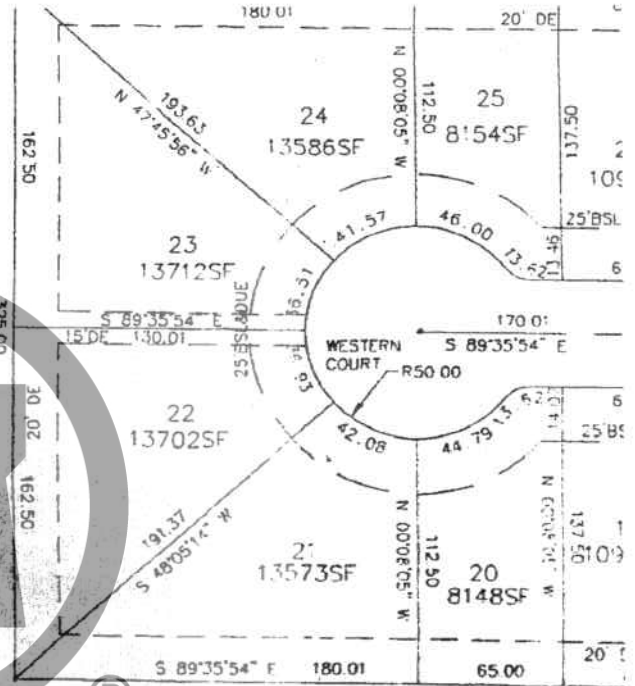
CERTIFICATE OF APPROVAL OF THE FINAL PLAT

I hereby certify that the subdivision plat shown hereon has been found to comply with Regulations For Subdivisions, Indiana, with the exception of such variances, if any, as minutes of the Plan Commission, City acceptance and maintenance of all streets, or public areas as indicated on said plat, and that it has been approved for recording in City and County Clerks.

24 March 1982
James D. [Signature]
 President
 Plan Commission



LOCATION MAP
1" = 2000'



CHICAGO TITLE

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision plat entitled: Southern Trace Section Two fully meet the requirements of the Board of Works and Safety and are hereby approved as shown.

Agreed August 1 1997
Betsy K. Kephart
 Board of Works and Safety

CERTIFICATE OF APPROVAL OF STREETS AND UTILITIES

I hereby certify: (1) that streets, utilities, and other improvements have been installed in an acceptable manner and according to the city specifications in the subdivision entitled: Southern Trace Section Two; or, (2) that a security bond in the amount of \$175,000.00 has been posted with the Finance Council in case of default.

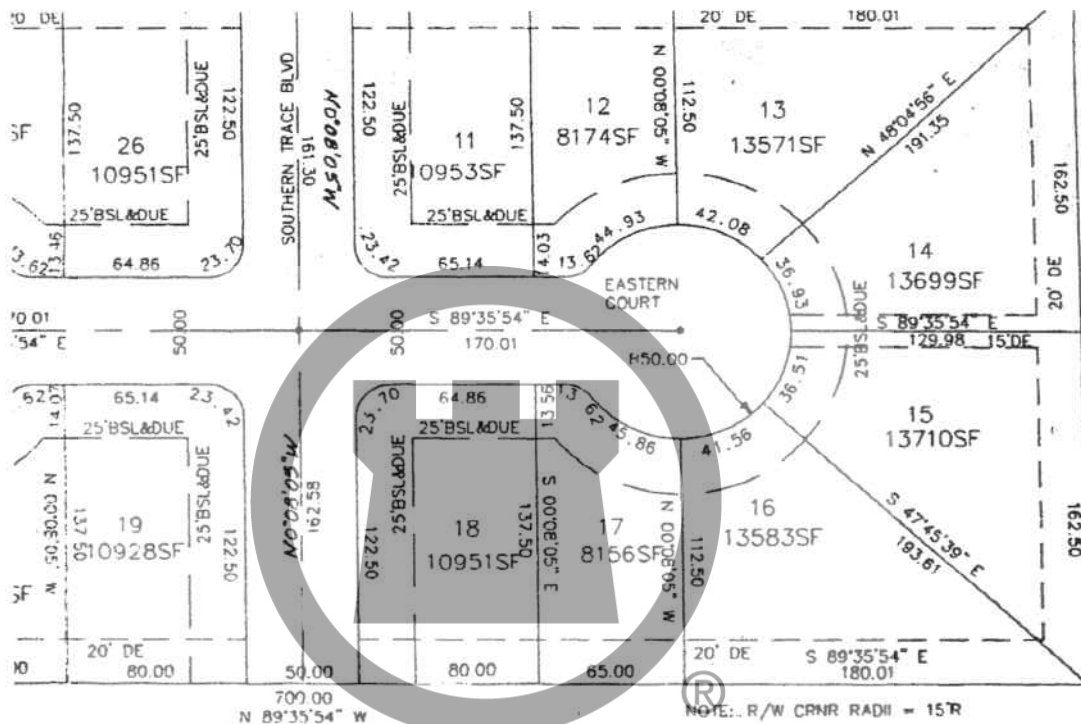
Agreed Aug 29 1997
Betsy K. Kephart
 Board of Works and Safety

CERTIFICATE OF APPROVAL OF THE FINAL PLAT

I hereby certify that the subdivision plat shown hereon has been found to comply with Regulations for Subdivisions, Indiana, with the exception of such variances, if any, minutes of the Plan Commission, City acceptance and maintenance of all streets, public areas as indicated on said plat, and that it has been approved for recording: City and County Clerks.

Agreed 24 March 1998
[Signature]
 President
 Plan Commission
[Signature]
 Secretary
 Plan Commission

Signed and sworn to before me, a notary public, on August 29
[Signature]
 My Commission Expires September 11, 1999



B.S.L.
D. & U.E.
R/W
SQ.FT.

CHICAGO TITLE

THE FINAL PLAT

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

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I bound to comply with the Subdivision
ch variances, if any, as are noted in the
presence of all streets, utilities and other
covered for recording in the office of the

We hereby certify that we are the owners of the property shown and described hereon and that we
herby adopt this plan of subdivision with our consent, and in accordance with our desire, dedicate
all streets, alleys, walks, parks and other open spaces to public and private use as noted.

A part of the Southwest Quarter of Sect
Indian, described as follows:

April 2 1997

Southern Trace, Section Two

Honier Hawkeye L.L.C.

BY: [Signature]
J.R. Tim Herrick, President

Commencing at the Northwest corner of it
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seconds West 700.00 feet to the East lin
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more or less, and subject to the right-of-
also subject to any other existing rights.

not 29 1997
[Signature]
Notary Public



Entered for Taxation

AUG 20 1997

[Signature]
Auditor Shelby County

CERTIFY

I hereby certify that the plan shown and des
required by Shelbyville, Indiana, Plan Com
hereon, to the specifications of the Buildi

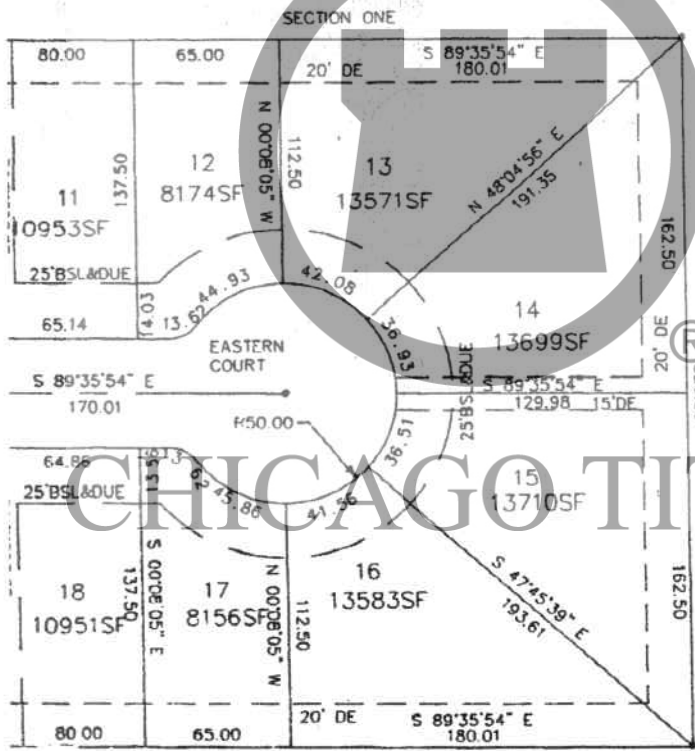
MARCH 28

[Signature]
Registered Land Surveyor #50390

SUBDIVISION
TWO
ANA

BOOK 140 PAGE 191

RECEIVED FOR RECORD
This is a true and correct copy of the original
Record No. 191
Page 191 of the record
of Shelby County, Indiana
Hiram B. Hilly
SHELBY COUNTY RECORDER



- LEGEND**
- B.S.L. BUILDING SETBACK LINE
 - D. & U.E. DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT-OF-WAY
 - SQ.FT. SQUARE FEET
 - IRON REINFORCING BAR

CHICAGO TITLE

NOTE: R/W CRNR RADII = 15'R

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

I certify that we are the owners of the property shown and described hereon and that we set this plan of subdivision with our consent, and in accordance with our desire, dedicate all streets, walks, parks and other open spaces to public and private use as noted.

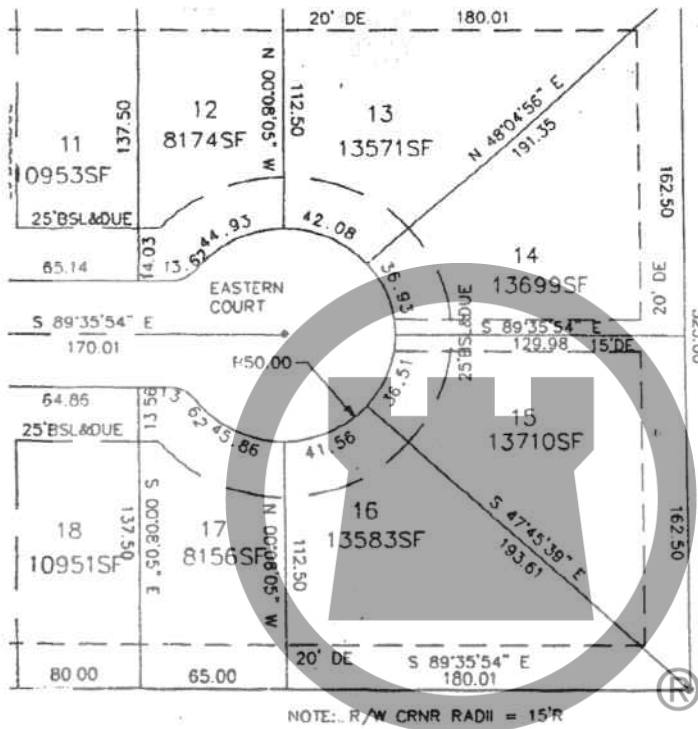
April 2, 1997

Trace, Section Two
Senior Hawks Eye L.L.C.
Tim Barrick, President

**SECTION TWO
LEGAL DESCRIPTION**

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 662.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 175.00 feet to the true Point of Beginning of the tract herein described; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the abovementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 325.00 feet; thence parallel with the North line of the Quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 325.00 feet to the Point of Beginning, containing 5.223 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.



- LEGEND**
- B.S.L. BUILDING SETBACK LINE
 - D. & U.E. DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT-OF-WAY
 - SQ.FT. SQUARE FEET
 - IRON REINFORCING BAR

NOTE: R/W CRNR RADII = 15'R

CHICAGO TITLE

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

certify that we are the owners of the property shown and described hereon and that we as this plan of subdivision with our consent, and in accordance with our desire, dedicate it to, walks, parks and other open spaces to public and private use as noted.

April 1, 1997

Trac, Section Two

vicar Hawksby I. L. C

Tom Pankaj
Tom Pankaj, President

**SECTION TWO
LEGAL DESCRIPTION**

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9, thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 175.00 feet to the true Point of Beginning of the tract herein described; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 325.00 feet; thence parallel with the North line of the Quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 325.00 feet to the Point of Beginning, containing 5.223 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by Shelbyville, Indiana, Plan Commission and that the monuments will be placed as shown hereon, in the specifications of the Building Inspector.

MARCH 28 1997

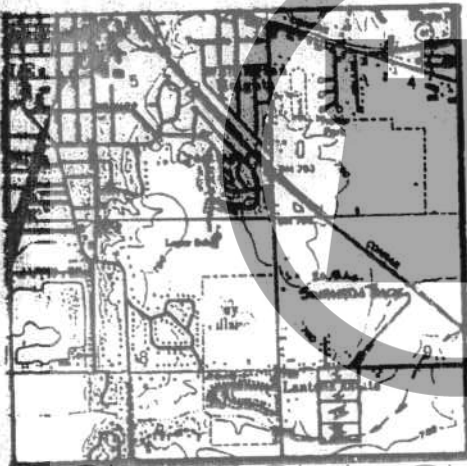
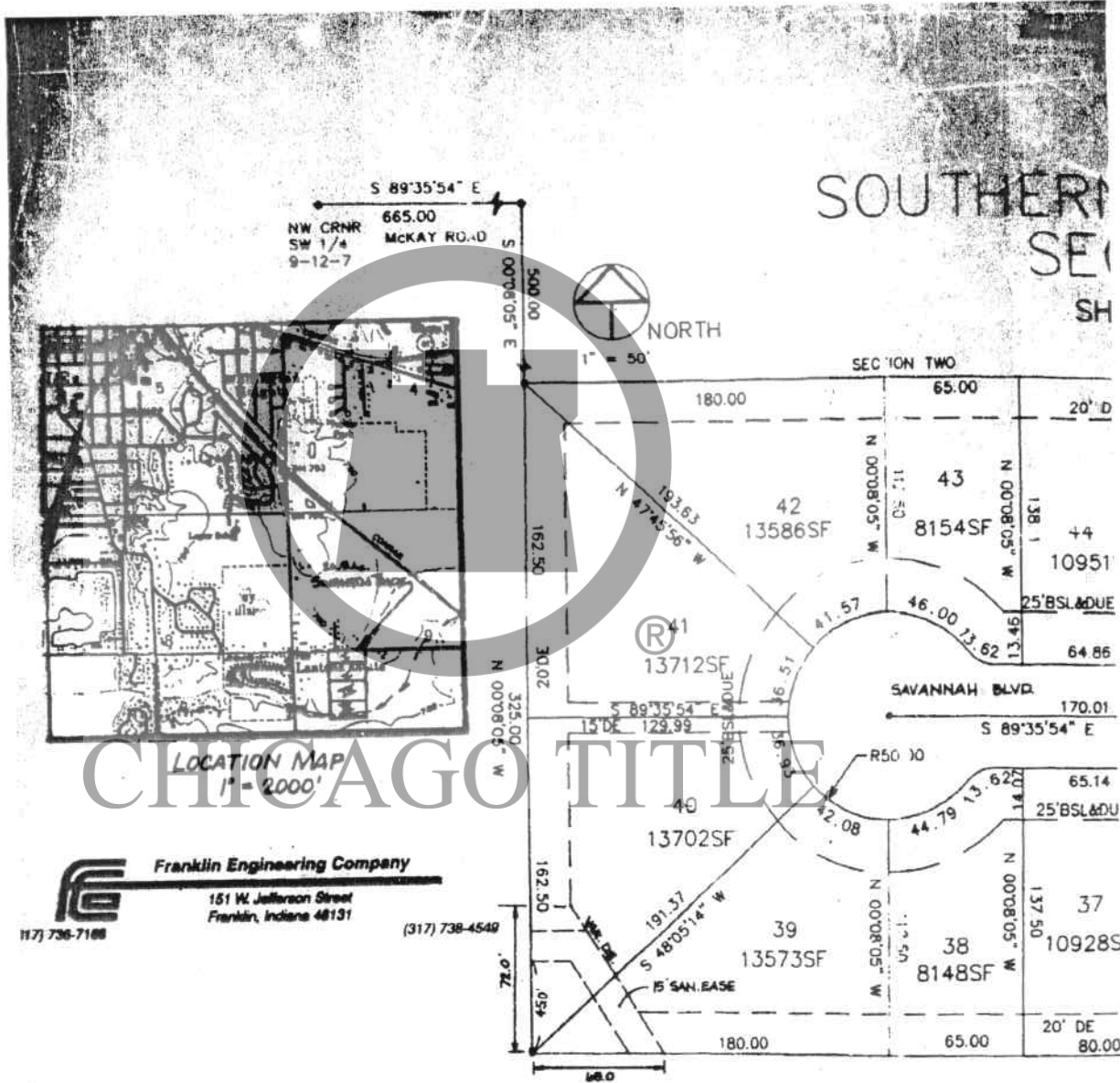
Steven B. Williams
Steven B. Williams
Registered Land Surveyor #80390



Entered for Taxation
AUG 29 1997

Donal L. Miller
Donal L. Miller
Auditor Shelby County

440



Franklin Engineering Company
 151 W. Jefferson Street
 Franklin, Indiana 48131
 (317) 738-4549

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

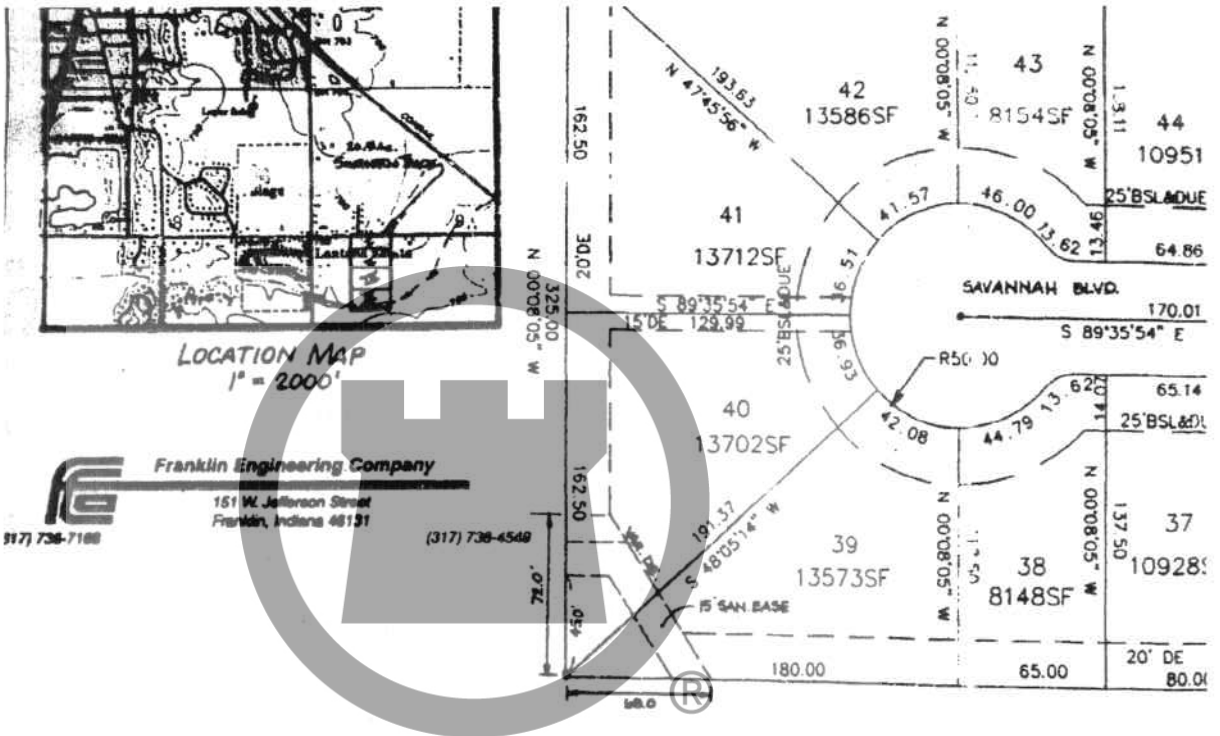
I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision plat entitled: Southern Trust Section Three fully comply with the requirements of the Board of Works and Safety and are hereby approved as shown.

August 18, 1998
City of Shelbyville
 President

CERTIFICATE OF APPROVAL OF THE FINAL PLAT

I hereby certify that the subdivision plat herein has been found to comply with the Regulations for Shelbyville, Indiana, with the exception of such variances, if any, as are minutes of the Plan Commission; City acceptance and maintenance of all streets, utility public areas as indicated on said plat; and that it has been approved for recording in the City and County Clerks.

MAILED 23
City of Shelbyville
 President



CHICAGO TITLE

CERTIFICATE OF APPROVAL OF WATER AND SEWAGE SYSTEMS

I hereby certify that the water supply and sewage disposal utility systems installed, or proposed for installation, in the subdivision plat entitled: Southern Trace Section Three fully comply with the requirements of the Board of Works and Safety and are hereby approved as shown.

AUGUST 18, 1998
Betty R. Stephen
 President
 Board of Works and Safety

CERTIFICATE OF APPROVAL OF STREETS AND UTILITIES

I hereby certify (1) that streets, utilities, and other improvements have been installed in an acceptable manner and according to the city specifications in the subdivision entitled: Southern Trace Section Three or (2) that a security bond in the amount of \$10,000.00 has been posted with the Common Council to the satisfaction of the Board of Works and Safety.

AUGUST 18, 1998
Betty R. Stephen
 President
 Board of Works and Safety

CERTIFICATE OF APPROVAL OF THE FINAL PLAT

I hereby certify that the subdivision plat shown hereon has been found to comply with the Regulations for Shelbyville, Indiana, with the exception of such variances, if any, as minutes of the Plan Commission, City acceptance and maintenance of all streets, and public areas as indicated on said plat; and that it has been approved for recording in the City and County Clerks.

MARCH 23, 1998
Carl H. [Signature]
 President
 Plan Commission
[Signature]
 Secretary
 Plan Commission

Signed and sworn before me, a notary public, on MARCH 23, 1998

My Commission Expires: DEC 22, 1998
 Notary Public
 of Shelby Co.

SOUTHERN TRACE SUBDIVISION SECTION THREE SHELBYVILLE, INDIANA



B.S.L.
 D. & U.E.
 R/W
 SQ.FT.

BE FINAL PLAT

bound to comply with the Subdivision
variances, if any, as are noted in the
sense of all streets, utilities and other
need for recording in the office of the

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

We hereby certify that we are the owners of the property shown and described herein and that we
hereby adopt this plan of subdivision with our consent, and in accordance with our desire, dedicate
all streets, alleys, walks, parks and other open spaces to public and private use as noted.

21 March 1998
 Southern Trace, Section Three
 Hoosier Home, Inc. L.L.C.
 By: David R. ...

BECKET LEGAL

A part of the Southwest Quarter of Section 3,
Indiana, described as follows:

Commencing at the Northwest corner of the site
with the North line of the Quarter South 89 degrees 11
minutes East 500.00 feet to the true Point of Tang
North line of the Quarter South 89 degrees 25
minutes East 325.00 feet; thence parallel with the North line
seconds West 700.00 feet to the East line of an

**Exterior
Appearance**

1. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

2. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

3. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

4. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

5. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

6. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

7. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

8.

Use and maintenance of dwelling

9. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

10. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

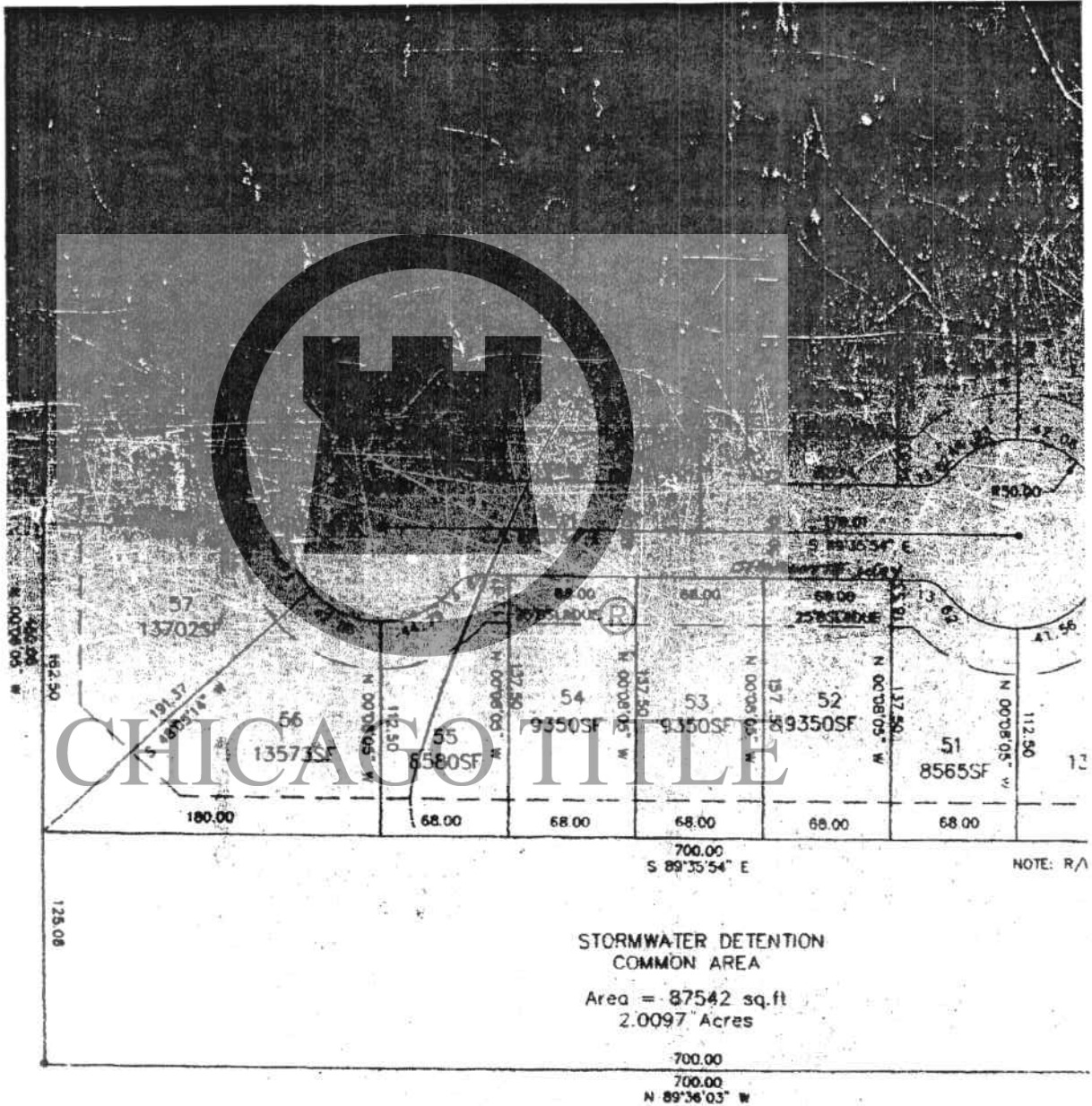
11. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

12. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a

13. No part of the Development is to be erected, placed or permitted to remain as a single-family dwelling house, with a



CHICAGO TITLE



CERTIFICATE OF APPROVAL OF THE FINAL PLAN

I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for Cook County, Illinois, with the exception of such variations, if any, as are noted in the minutes of the Plan Commission; City acceptance and maintenance of all streets, utilities and other public uses as indicated on said plat, and that it has been approved for recording in the office of the City and County Clerks.

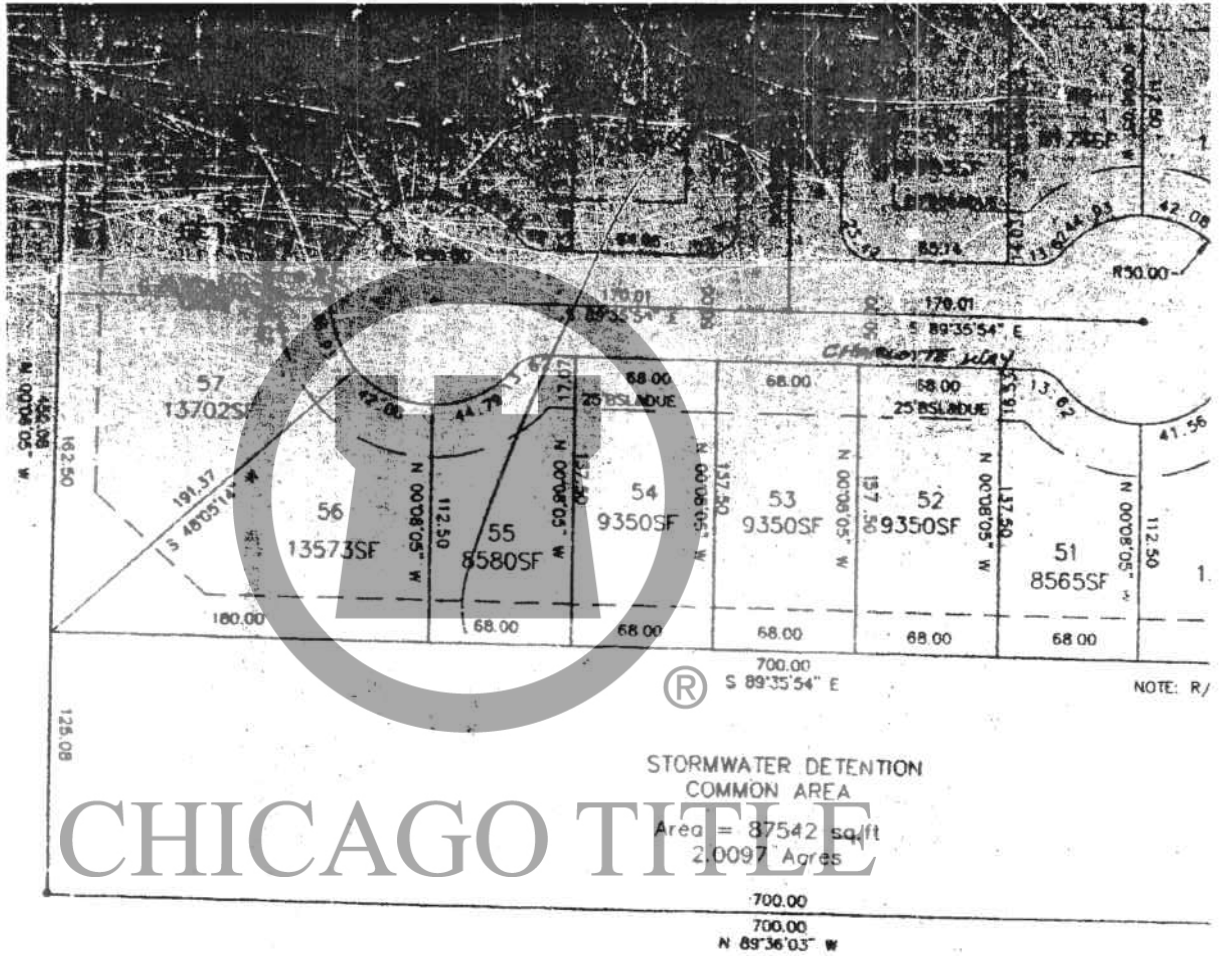
Ann 15 1922

 President
 Plan Commission
Sharon

CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

We hereby certify that we are the owners of the property shown and described herein, we hereby adopt this plan of subdivision with our consent, and in accordance with our duties all streets, alleys, walks, parks and other open spaces to public and private use as noted.

August 15 1922
 Southern Trust, Successor
 Trustee Manager L.L.C.
 BY: [Signature]
 E. Tim [Name], President



CHICAGO TITLE

STORMWATER DETENTION
COMMON AREA

Area = 87542 sq/ft
2,0097 Acres

CERTIFICATE OF APPROVAL OF THE FINAL PLAN

I hereby certify that the subdivision plat shown herein has been found to comply with the Subdivision Regulations for Shelby County, Indiana, with the exception of such variations, if any, as are noted in the minutes of the Plan Commission; City acceptance and maintenance of all streets, sidewalks and other public areas as indicated on said plat, and that it has been approved for recording in the office of the City and County Clerk.

June 15, 1998
[Signature]
President
Plan Commission
[Signature]
Secretary
Plan Commission

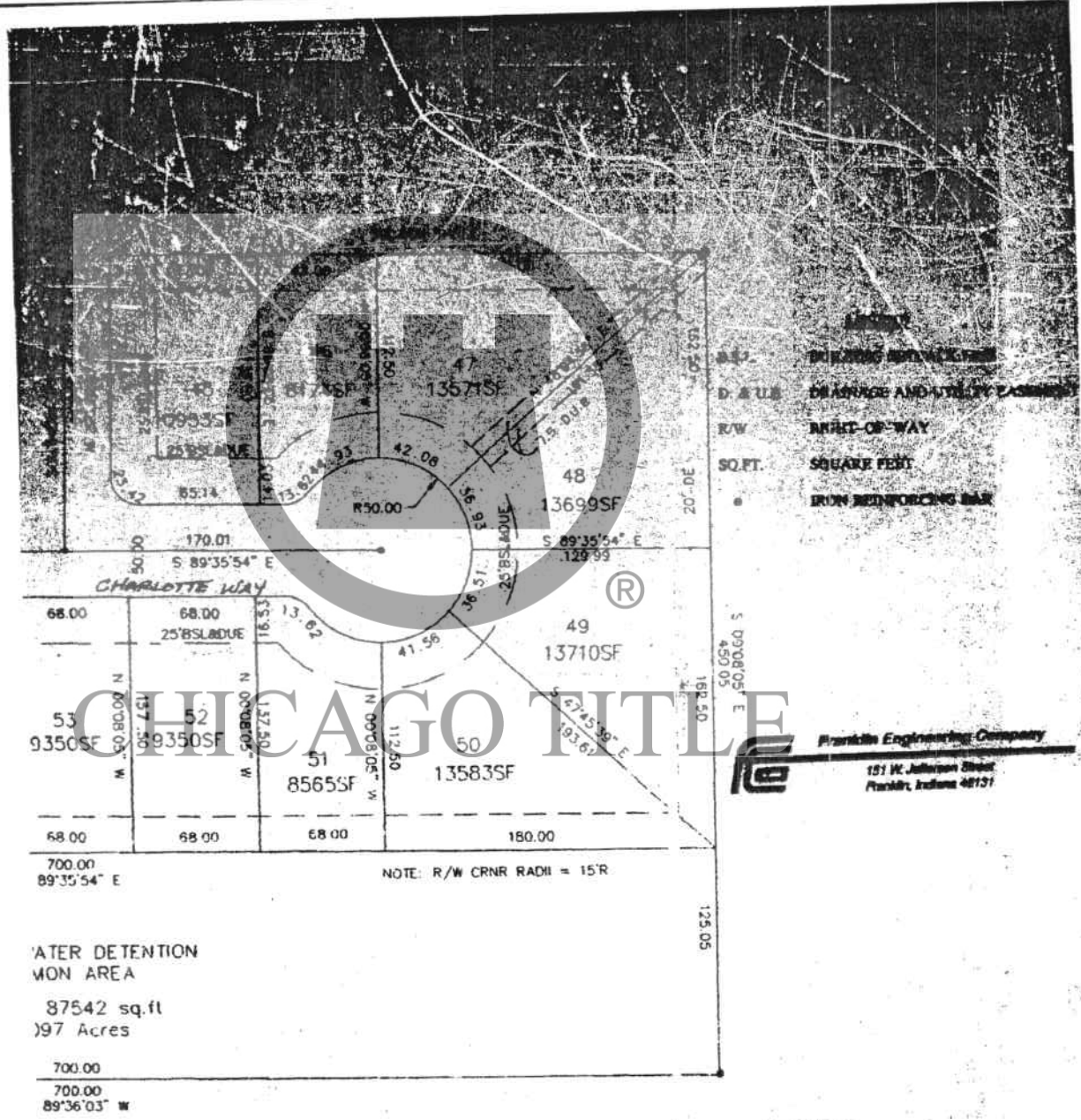
CERTIFICATE OF OWNER'S, CONSENT AND REDDICATION

We hereby certify that we are the owners of the property shown and described herein. I hereby adopt this plan of subdivision with our consent, and in accordance with our deed all streets, alleys, walks, yards and other open spaces to public and private use as noted.

June 15, 1998
Southern Trace, Section Four
Hosmer Hambro L.L.C.
BY: *[Signature]*
K. Tim [Name], President

Signed and sworn before me, a notary public, on August 15, 1998

My Commission Expires: Jan. 22, 1999
[Signature]
Notary Public
of Shelby Co.



WATER DETENTION
 MON AREA
 87542 sq. ft
 .97 Acres
 700.00
 700.00
 89°36'03\" W

Legend
 ——— EXISTING BOUNDARY LINE
 - - - DRAINAGE AND UTILITY PASSAGE
 = = = RIGHT-OF-WAY
 SQ. FT. SQUARE FEET
 ● IRON REINFORCING BAR

Franklin Engineering Company
 151 W. Jefferson Street
 Franklin, Indiana 46131

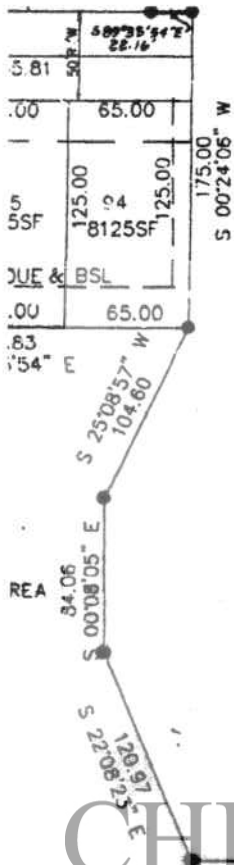
CERTIFICATE OF OWNERSHIP, CONSENT AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we wish to adopt this plan of subdivision with our consent, and in accordance with our desire, dedicate all streets, alleys, walks, parks and other open spaces to public and private use as noted.

August 15 1998
 Owners Trust, Section Four
 Hunter Hawks L.L.C.
 IV [Signature]
 & The Trustee, President

A part of the Southeast Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the NE corner of the above described Southeast Quarter of Section 9 (containing 5 feet) to the North line of the Quarter South 89 degrees 25 minutes 34 seconds East 680 feet (containing 5 seconds East 825.00 feet) to the true Point of Beginning of the 1/4 mile North-South line; thence with the North line of the Quarter South 89 degrees 34 minutes 54 seconds East 300 feet; thence parallel with the East line of the Quarter South 89 degrees 08 minutes 00 seconds East 450 feet; thence parallel with the North line of the Quarter South 89 degrees 25 minutes 34 seconds West 700.00 feet to the East line of said 1/4 mile West; thence with said East line North 08 degrees 08 minutes 00 seconds West 450 feet to the Point of Beginning, containing 7.200 acres, more or less, and subject to any and all existing rights-of-way, easements or regulations.



... of which present was the latter... of the City of Shelbyville is hereby returned.
 A statement based in accordance with the City of Shelbyville Ordinance 131.024 (b) (6) has been presented to the Club Treasurer and is effective this 21st day of August, 1962.

BOARD OF PUBLIC WORKS AND SAFETY
 SHELBYVILLE, INDIANA

Frank M. Zen, Mayor
 Member

[Signature]
 Member

[Signature]
 Member

I hereby certify that the... of the City of Shelbyville is hereby returned.
 Approved this 21st day of August, 1962.

Respectfully presented and approved granted this 21st day of August, 1962.

Summary: The location and maintenance of utility and drainage facilities...
 placed or provided in grade which may change in location with the installation...
 of utility or which may change the location of flow of drainage...
 any changes or upon the flow of water...
 date of date and of...
 except in those instances... which require... to...

Whereas our hands and with the Mayor of Shelbyville...

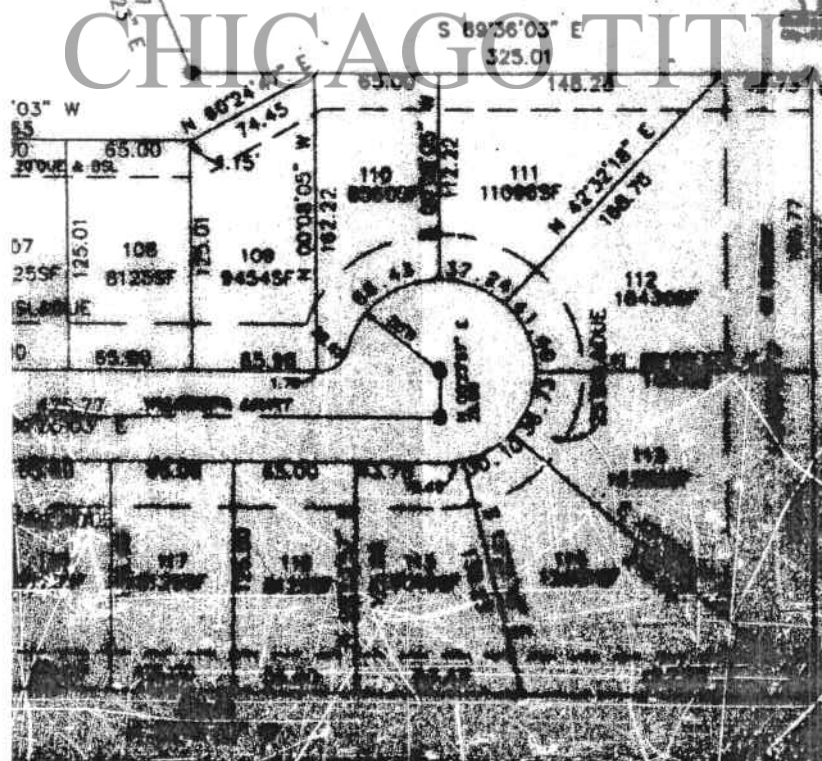
[Signature]
[Signature]

CERTIFICATE OF APPROVAL OF THE BOARD OF...

I hereby certify that the... of the City of Shelbyville is hereby returned.
 Approved this 21st day of August, 1962.

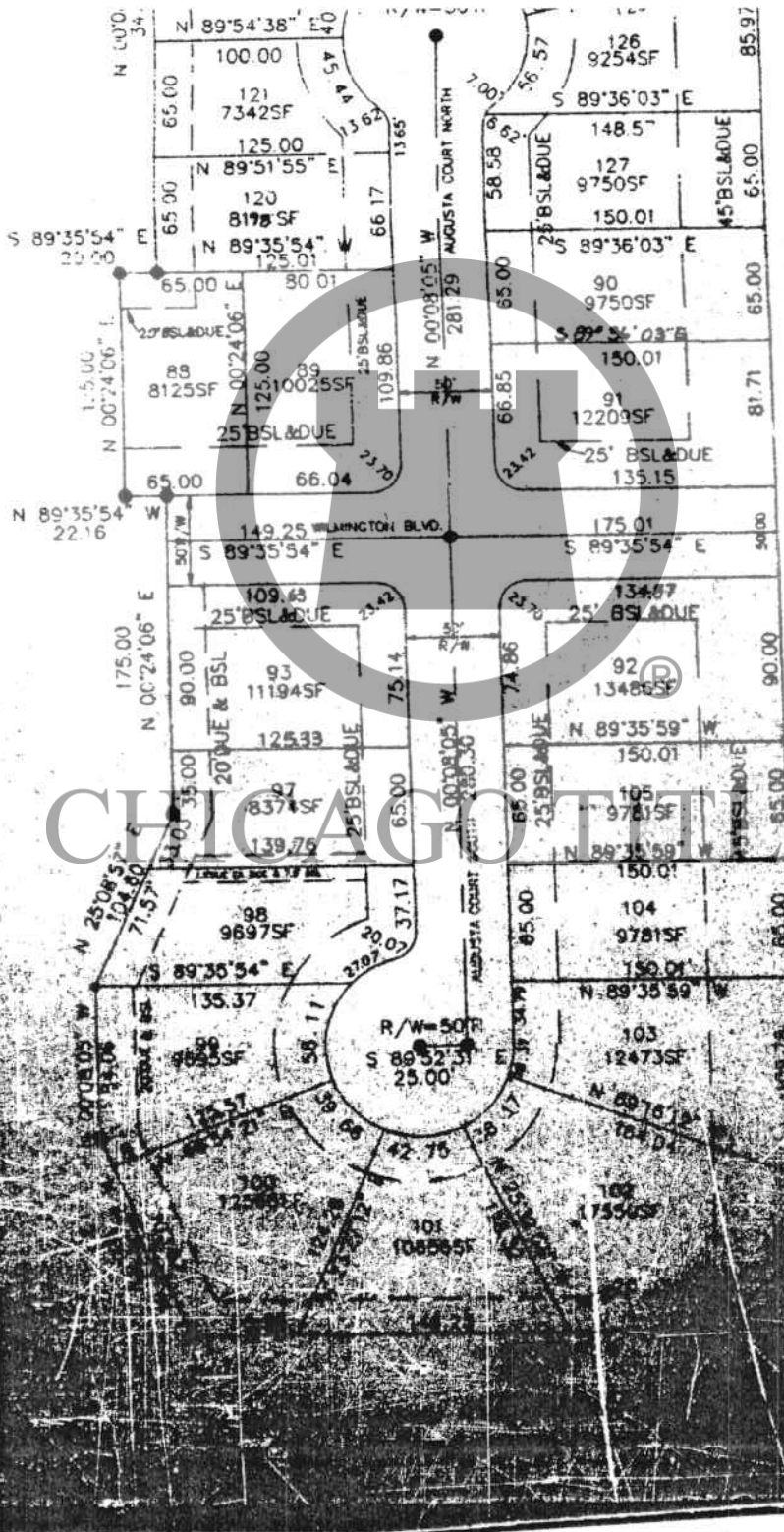
Approved this 21st day of August, 1962.

[Signature]
 City of Shelbyville, Indiana



CHICAGO TITLE

[Signature]
 City of Shelbyville, Indiana



Frank M. Zew, Mayor
Member

[Signature]
Member

[Signature]
Member

CERTIFICATE

I hereby certify that this plat was prepared in accordance with the provisions of the laws of this State, and that the same is correct and true.

Approved this _____ day of _____, 19____.

[Signature]
Recorder of Deeds

O. Lynn Bass
SHELBY County Recorder IN
IN 2006002339 COVENANT
04/05/2006 12:03:13 4 PGS
Filing Fee: \$19.00

SOUTHERN TRACE
SECTIONS V & VI
RESTRICTIVE COVENANTS

ARTICLE I

1. Character of the development.

A. In General: Every numbered lot platted as part of the development is for residential purposes. No structure shall be erected, placed, or permitted to remain upon any of said residential lots except as a single family dwelling house, with a garage of at least one automobile.

B. Occupancy or Residential use of a Partially Completed Dwelling House Prohibited: No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it has been substantially completed.

C. Personal Property Storage: No semi-tractors or trailers, tractors, trailers, boats, campers, camping equipment, disabled motor vehicle, unlicensed or expired licensed plated vehicles, or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on any lot.

D. Offensive Activities Prohibited: No noxious, or offensive activity or noise shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance, or nuisance to the neighborhood.

E. Mineral Mining Prohibited: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor oil wells, tanks, tunnels, mineral evacuations, or shafts be permitted upon, or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

F. Underground Utilities: All electrical service, telephone, and other utility lines shall be placed underground, but this restriction may be waived in writing by the Architectural Control Committee. No outside antennas, satellite dishes, poles, masts, or towers shall be permitted unless first approved in writing by the Architectural Control Committee.

G. Household Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, providing that dogs, cats, or other household pets, may be kept, so long as they are not kept, bred, or maintained for commercial purposes.

CHICAGO TITLE

ARTICLE II

1. Restrictions concerning size, placement, and maintenance of dwelling houses and other structures.

A. Minimum Living Space Area: The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, basements, and other non-living spaces or portions thereof, or similar facilities shall in no case contain less than 950 square feet of living area on the ground floor. All residences shall meet the living space requirements provided by the R2 zoning classification.

B. Residential Set - Back Requirements:

1. Front set-backs. Unless otherwise provided in these restrictions or on the recorded plat, all dwelling houses and above grade structures shall be constructed or placed on residential lots in the Development as to comply with the set-back lines, as established on the final plat of the Development.

2. Minimum Side Yards. Side yards shall meet current standards per the City Of Shelbyville.

3. Minimum rear Yards. The rear set-back line shall be at least 20 feet from the rear of the structure.

C. Fences And Mailboxes: Any mailbox must be approved by the Architectural Control Committee as to size, location, height, and style before it may be installed. No fence shall be erected, placed, or altered on any lot nearer the street than ten (10) feet behind the front of the house. Fencing will be allowed at the perimeter of the property as long as it is approved by the Architectural Control Committee. All side and rear yard fencing shall not exceed four (4) feet in height and is restricted to vinyl chain link fencing. Decorative privacy fencing shall be allowed but cannot exceed six (6) feet in height and must be pre-approved by the Architectural Control Committee.

D. Sight Distances at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 intersections of the street lines extended. The same sight line limitations shall apply to any lot within ten (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 a distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

E. Visual Screening Required: No oil tanks and bottled gas tanks used for heating purposes may be placed in the Development. All trash and garbage containers must be placed in walled in areas or in an area so that they shall not be visible from any street or adjacent properties except on day of trash collection.

F. Garage Required: All residential dwellings in the Development shall include at least a one car garage of the same construction as the dwelling.

G. Above Ground Swimming Pools: Above ground swimming pools are prohibited on all lots in the Development.

H. Diligence in Construction: Every building whose construction or placement on any residential lot in the Development is begun shall be completed within four (4) months after the beginning of such construction or placement. No improvement which has been partially, or totally been destroyed by fire, or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such damage or destruction.

I. Maintenance of Lots and Improvements: The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the improvements becoming unsightly, and specifically, such owner shall:

- (1). Mow the grass on the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (2). Remove all debris and rubbish.
- (3). Prevent the existence or any other condition that reasonably tends to distract from or diminish the esthetic appearance of the Development.
- (4). Cut down and remove dead trees.
- (5). No vehicles shall be parked on the grass surface of any lot.
- (6). Trash containers must be removed from sight by the end of the day of trash pickup.

J. Maintaining Architectural Control: No building or structure of any kind, including additions and alterations, shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to the scale, shall have been submitted to, and approved by the Architectural Control Committee in writing before any construction begins. The plans, specifications and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes. Refusal or approval of plans and specifications, location and plot plan by the Architectural Control Committee, may be based on any grounds including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. The Committee shall not be responsible for any structural, mechanical, or electrical defects in such plans or specifications.

K. Model Homes: No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit home without the permission to do so from the Architectural Control Committee.

L. Temporary Structures: No temporary house, trailer, tent, garage, or other building shall be placed or erected on any lot.

M. Accessory Structures: No permanent, or non-permanent, detached accessory structure shall be placed or erected on any lot without prior consent of the Architectural Control Committee.

CHICAGO TITLE

RECORDED
INDEXED
MAY 11 2011
1:00 PM
CHICAGO TITLE

19
3
2 NC
3 X. copy

N. Ditches and Swales: It shall be the duty of every home owner of every lot in the Development on which any part of an open storm drainage ditch or swales is situated to keep such portion thereof as may be situated upon his lot continuously, unobstructed, and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of the subsection.

O. Driveways: Each driveway in the Development shall be concrete and shall not exceed thirty-two (32) feet in width.

P. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of now more than six (6) square feet which shall be used for advertising the property for sale or rent.

STATE OF INDIANA, Shelby County, IN ^{KS} **ARTICLE III**

1. Maintenance of all Common and Storm Water Detention Areas:

A. The maintenance of all common areas and storm water detention areas as indicated by the recorded plat shall be the responsibility of the Association.

Cross Reference Instrument #'s 5708 5709 0006040

Printed Name Victor Allen
Signature [Signature]
President

Larry Phares
Arch. Comm. ~~Comm.~~ Chmn.
Larry Phares

Printed Name John Camp
Signature [Signature]
Vice President

Arch. ~~Comm.~~ Comm.

Printed Name Kim Gobel
Signature [Signature]
Secretary

Arch. ~~Comm.~~ Comm.

Printed Name Randall Hubbell
Signature [Signature]
Treasurer

Melinda A. Fox
Notary
13th day of March 2006

CHICAGO TITLE

Prepared by: Melinda A. Fox, Notary
Signature



Melinda A. Fox
Notary Public Seal
Shelby County, Indiana
My Commission Expires: 7-15-2011

0104214 05/25/2001 03:53P 1 of 4
D. Lynn Bass, Shelby County Recorder

**AMENDMENT OF
SOUTHERN TRACE SUBDIVISION
COVENANTS OR DEED RESTRICTIONS**

This amendment, made this 21st day of May, 2001, by and among Hoosier-Hawkeye, LLC, a limited liability company organized under the laws of the State of Indiana, and having its principal place of business in Shelby County, Indiana, as the owner of certain real estate being developed as Sections V and VI in Southern Trace Subdivision (the "Declarant"), Hoosier-Hawkeye LLC, a limited liability company organized and existing under the laws of the State of Indiana, as the developer of Southern Trace Subdivision ("Hoosier-Hawkeye"), S. T. Sections V and VI Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Indiana ("S. T."), and Lux-Klinker Homes, Inc., an Indiana corporation, as the owner of Lot 122 in Section VI of Southern Trace Subdivision, and Lindsay Homes, Inc., an Indiana corporation, as the owner of Lot 97 in Section VI of Southern Trace Subdivision;

Witnesseth:

Whereas, Declarant, Lux-Klinker Homes, Inc. and Lindsay Homes, Inc. are the owners of the fee simple title to certain real estate located in Shelby County, Indiana, which real estate is platted as Sections V and VI of Southern Trace Subdivision;

Whereas, the parties hereto desire to amend the Covenants or Deed Restrictions pertaining to Sections V and VI of Southern Trace Subdivision, which Covenants or Deed Restrictions were recorded August 24, 2000, as Instrument No. 0006040 in the Office of the Recorder of Shelby County, Indiana.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereby amend the Covenants or Deed Restrictions pertaining to real estate platted as Sections V and VI of Southern Trace Subdivision, a subdivision in Shelby County, Indiana, the plat of which Section V was recorded August 11, 2000, as Instrument Number 5708, and the plat of which Section VI was recorded August 11, 2000, as Instrument No. 5709 in the Office of the Recorder of Shelby County, Indiana, which such Covenants or Deed Restrictions were recorded August 24, 2000, as Instrument No. 0006040, as follows:

CHICAGO TITLE

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. DAVID LUX, for and on behalf of Lux Klinker Homes, Inc., who acknowledged the execution of the foregoing Declaration, for and on behalf of said entity, as its true and voluntary act and deed.

Witness my hand and seal this 21st day of MAY, 2001.

Susan K. Elliott
SUSAN K. ELLIOTT Notary Public
County of Residence: TIPPECANOE

My Commission Expires:
August 6, 2006

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Conne Lindsay, for and on Lindsay Homes, Inc., who acknowledged the execution of the foregoing Declaration, for and on behalf of said entity, as its true and voluntary act and deed.

Witness my hand and seal this 25th day of May, 2001.

Marcia Kuhn
MARCIA KUHN Notary Public
County of Residence: Shelby

My Commission Expires:
Dec 20, 2006



THIS INSTRUMENT PREPARED BY ROBERT T. THOPY, ATTORNEY AT LAW,
SHELBYVILLE, INDIANA.

CHICAGO TITLE

S. T. SECTIONS V & VI HOMEOWNERS ASSOCIATION, INC.

By Raymond D. Wetnight
Raymond D. Wetnight

S. T.

LUX KLINKER HOMES, INC.

By F. David Lux, President
F. DAVID LUX (Printed Name)

LINDSAY HOMES, INC.

By Lennie S. Lindsay
Lennie S. Lindsay (Printed Name)

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond D. Wetnight, for and on behalf of Hoosier-Hawkeye, LLC, as Declarant, Raymond D. Wetnight, for and on behalf of Hoosier-Hawkeye, LLC, and Raymond D. Wetnight, for and on behalf of S. T. Sections V & VI Homeowners Association, Inc., who acknowledged the execution of the foregoing Declaration, for and on behalf of said entities, as their true and voluntary act and deed.

Witness my hand and seal this 25th day of May, 2001.



Marcia Kuhn
MARCIA KUHN Notary Public
County of Residence: Shelby

My Commission Expires:

Dec 20, 2006

CHICAGO TITLE

1. Article IV of such Covenants or Deed Restrictions is amended to read as follows:

1. Membership in Homeowners Association.

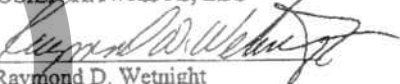
A. The owner of each lot in Sections V and VI of Southern Trace Subdivision shall, by virtue of such ownership, be a member of S. T. Sections V and VI Homeowners Association, Inc.

B. The owner of each lot in Sections V and VI of Southern Trace Subdivision, for himself and for his successors and assigns, accepts membership in such homeowners association and agrees to be bound by the terms and provisions of the By-Laws of such association.

2. In all other respects, the Covenants or Deed Restrictions shall remain unchanged and in full force and effect.

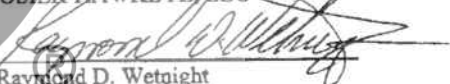
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

HOOSIER-HAWKEYE, LLC

By 
Raymond D. Wetnight

Declarant

HOOSIER-HAWKEYE, LLC

By 
Raymond D. Wetnight

Hoosier-Hawkeye

CHICAGO TITLE

SOUTHERN TRACE SUBDIVISION

COVENANTS OR DEED RESTRICTIONS

The following covenants (or restrictions) pertain to real estate platted as Sections V and VI of Southern Trace Subdivision, a Subdivision in Shelby County, Indiana, the plat of which Section V was recorded August 11, 2000, as Instrument Number 5708, and the plat of which Section VI was recorded August 11, 2000, as Instrument No. 5709 in the Office of the Recorder of Shelby County, Indiana.

The following covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them until August 2, 2025, at which time such covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless by unanimous vote of the then owners of the building sites covered by these covenants (or restrictions), it is agreed to change such covenants (or restrictions) in whole or in part.

Invalidation of any one of the foregoing covenants (or restrictions) by judgment or court order shall in no way affect any of the other covenants (or restrictions) which shall remain in full force and effect.

ARTICLE I

1. Character of the Development. 

A. In General. Every numbered lot platted as a part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house, with a garage of at least one automobile space.

B. Occupancy or Residential use of a Partially Completed Dwelling House Prohibited. No Dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it has been substantially completed.

- C. Personal Property Storage. No semi-tractors or trailers, tractors, trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on any lots.
- D. Offensive Activities Prohibited. No noxious or offensive activity or noise shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- E. Mineral Mining Prohibited. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- F. Underground Utilities. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the Developer. No outside antennas, satellite dishes, poles, masts, or towers shall be permitted unless first approved in writing by the Developer.
- G. Household Pets. No animals, livestock, or poultry or any kind shall be raised, bred, or kept on any lot, providing that dogs, cats, or other household pets may be kept, so long as they are not kept, bred, or maintained for commercial purposes.

ARTICLE II

CHICAGO TITLE

1. Restrictions concerning size, placement and maintenance of dwelling houses and other structures.

- A. Minimum Living Space Area. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, basements, and other non-living spaces or portions thereof, or similar facilities shall in no case contain less than 950 square feet for a

one (1) story dwelling, and no two (2) story dwelling shall contain less than 900 square feet of living area on the ground floor. All residences shall meet the living space requirements provided by the R-2 zoning classification.

B. Residential Set-back Requirements.

(I) Front Set-backs. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the final plat of the Development.

(II) Minimum Side Yards. Side yards shall meet current standards per the City of Shelbyville.

(III) Minimum Rear Yards. The rear set-back line shall be at least 20 feet from the rear lot line.

C. Fences and Mailboxes. Any mailbox must be approved by the Developer as to size, location, height and style before it may be installed. No fence shall be erected, placed or altered on any lot nearer to the street than ten (10) feet behind the front of the house (except that a fence will be allowed at the perimeter boundary of the Development, so long as it is pre-approved by the Developer.) All side and rear yard fencing within the development shall be vinyl-coated chain-link style and shall not exceed four (4) feet in height. Decorative privacy fencing (not to exceed six (6) feet in height) shall be allowed adjacent to patios and decks; however, in no case shall the entire rear yard be completely enclosed with said high privacy fencing.

D. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between (2) and six (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 any lot

within ten (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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- E. Visual Screening Required. No oil tanks and bottled-gas tanks may be placed in the subdivision. Any stationary air-conditioning unit must be walled-in, screened, or appropriately landscaped. all trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.
- F. Garages Required. All residential dwellings in the Development shall include at least a one car garage of the same construction as the dwelling.
- G. Above-Ground Swimming Pools Prohibited. Above-ground swimming pools are prohibited on all lots in this Development.
- H. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within four (4) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- I. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the improvements from becoming unsightly; and specifically, such owner shall:
- (I) Mow the grass on the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
 - (II) Remove all debris or rubbish.

(III) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(IV) Cut down and remove dead trees.

(V) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

J. Maintaining Architectural Control. No building or structure of any kind, including additions and alterations, shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to scale, shall have been submitted to, and approved in writing before any construction begins by an Architectural Control Committee to be formed by the Developer. The plans, specification and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal of approval of plans and specifications, location and plot plan by the Architectural Control Committee may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. The Committee shall not be responsible for any structural, mechanical or electrical defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Until such time as the Developer shall have named the Committee, the Developer shall be the Committee. Once named, the Developer shall have the right to fill vacancies in the Committee.

L. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

M. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

N. Accessory Structures. No permanent, detached, accessory structure shall be placed or erected on any lot without prior consent of the Architectural Control Committee.

- O. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lots as may be reasonably necessary to accomplish the purposes of the subsection.
- P. Driveways. Each driveway in the Development shall be concrete and shall not exceed 32 feet in width when located in the front yard.
- Q. Signs. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet which shall be used for advertising the property for sale or rent, except those used by Builders or the Developer to advertise the property during the construction and sales period of the Development.

ARTICLE III

- 1. Maintenance of all common areas and storm water detention areas.
 - A. The maintenance of all common areas and storm water detention areas as indicated on the recorded plat shall be the responsibility of the Southern Trace Homeowners Association in perpetuity.

ARTICLE IV

- 1. Membership in Homeowners Association.
 - A. The owner of each lot in Sections V and VI of Southern Trace Subdivision shall, by virtue of such ownership, be a member of Southern Trace Homeowners Association, Inc.

B. The owner of each lot in Sections V and VI of Southern Trace Subdivision, for himself and for his successors and assigns, accepts membership in such homeowners association and agrees to be bound by the terms and provisions of the Declaration of Covenants and Restrictions and Membership and the By-Laws of such association.

DATED this 23 day of August, 2000.

HOOSIER HAWKEYE, LLC

RAYMOND D. Wetnight

Raymond D. Wetnight

R. Tim Barrick By

R. Tim Barrick

Richard Robinson By

Richard Robinson

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Tim Barrick, Richard Robinson and Raymond D. Wetnight, for and on behalf of Hoosier-Hawkeye, LLC, a limited liability company organized under the laws of the State of Indiana, who acknowledged the execution of the foregoing instrument for and on behalf of such limited liability company, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 23rd day of August, 2000.

CHICAGO TITLE
MARCIA KUHN Notary Public
County of Residence: Shelby
My Commission Expires: Dec. 20, 2006

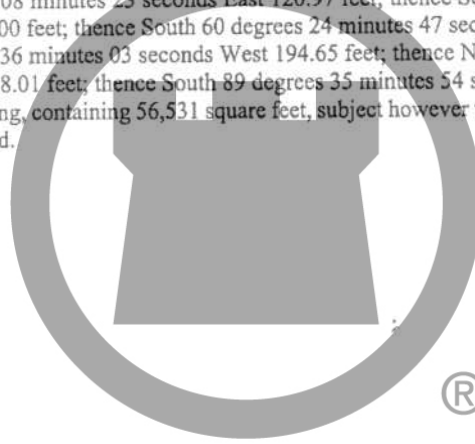
This instrument prepared by Robert T. Thopy, Attorney, Shelbyville, Indiana.

ist

COMMON AREA POND
LEGAL DESCRIPTION

A part of the East Half of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

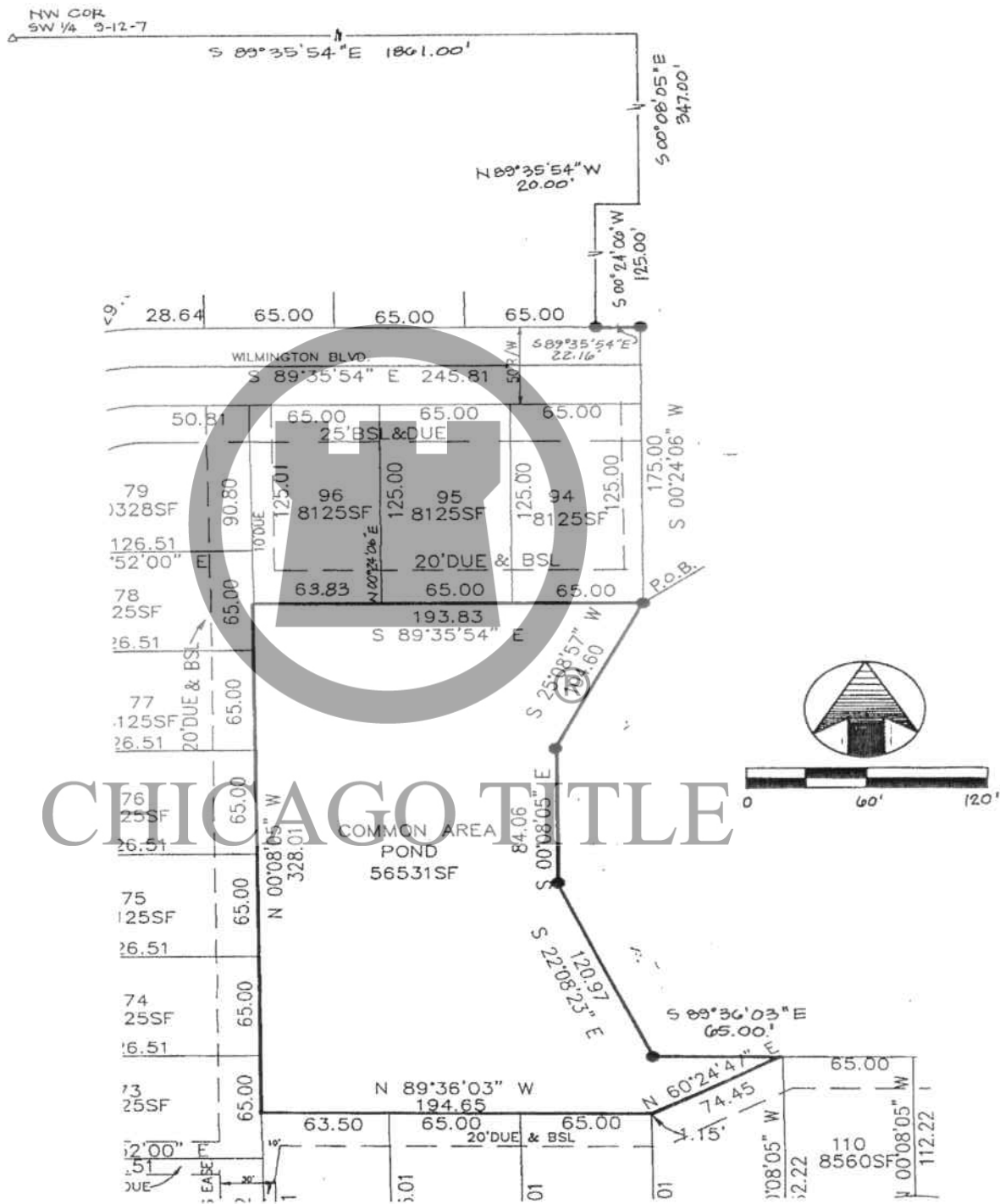
Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 1861.00 feet; thence South 00 degrees 08 minutes 05 seconds East 347.00 feet; thence North 89 degrees 35 minutes 54 seconds West 20.00 feet; thence South 00 degrees 24 minutes 06 seconds West 125.00 feet; thence South 89 degrees 35 minutes 54 seconds East 22.16 feet; thence South 00 degrees 24 minutes 06 seconds West 175.00 feet to the Point of Beginning; thence South 25 degrees 08 minutes 57 seconds West 104.60 feet; thence South 00 degrees 08 minutes 05 seconds East 84.06 feet; thence South 22 degrees 08 minutes 23 seconds East 120.97 feet; thence South 89 degrees 36 minutes 03 seconds East 65.00 feet; thence South 60 degrees 24 minutes 47 seconds West 74.45 feet; thence North 89 degrees 36 minutes 03 seconds West 194.65 feet; thence North 00 degrees 08 minutes 05 seconds West 328.01 feet; thence South 89 degrees 35 minutes 54 seconds East 193.83 feet to the Point of Beginning, containing 56,531 square feet, subject however to all legal rights-of-way and easements of record.



Steven Brent Williams

CHICAGO TITLE

EXHIBIT " A "



ist

8474 09/14/1998 08:05H 1 of 1
Donna Nolley, Shelby County Recorder

**DECLARATION OF SUPPLEMENTAL COVENANTS
AND RESTRICTIONS AND OF MEMBERSHIP IN
SOUTHERN TRACE HOMEOWNERS ASSOCIATION, INC.**

This Declaration, made this 11 day of September, 1998, by and among Hoosier-Hawkeye, LLC, as the owner of certain lots in Southern Trace Subdivision and other real estate adjacent thereto, a limited liability company organized under the laws of the State of Indiana, and having its principal place of business in Shelby County, Indiana (the "Declarant"), Hoosier-Hawkeye LLC, a limited liability company organized and existing under the laws of the State of Indiana ("Hoosier-Hawkeye"), and Southern Trace Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Indiana ("Southern Trace").

Witnesseth:

Whereas, Declarant is the owner of the fee simple title to various platted tracts of real estate located in Shelby County, Indiana, known as Section III, Southern Trace Subdivision, and other real estate adjacent to such Section III, which real estate is not yet platted but which is anticipated to be platted as Section IV of Southern Trace Subdivision, all of which real estate is more particularly described in Exhibit "A" attached hereto and incorporated herein;

Whereas, Declarant desires to become the original member of Southern Trace;

Whereas, Hoosier-Hawkeye, the developer of Southern Trace Subdivision, is the owner of the fee simple title to certain real estate located in Shelby County, Indiana, more particularly described in Exhibit "B" attached hereto and incorporated herein; and

Whereas, Hoosier-Hawkeye desires to convey to Southern Trace the real estate described in Exhibit "B" and Southern Trace desires to accept such real estate and the inherent duties and responsibilities therewith.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties make this Declaration as follows:

1. Hoosier-Hawkeye shall convey by corporate warranty deed to Southern Trace the real estate described on the attached Exhibit "B". Southern Trace shall own, manage and maintain such real estate which is currently being used for a detention pond for drainage purposes for the lots in such Subdivision and also for the entrance sign for such Subdivision.

2. Declarant, as the owner of lots in Southern Trace Subdivision, Section III, and as the owner of adjoining real estate which is not yet platted but which is anticipated to be platted as Southern Trace Subdivision, Section IV, hereby accepts membership in Southern Trace, and Declarant, for itself, its successors and assigns, covenants and agrees to pay annually the maintenance charges provided for in the By-Laws of such Southern Trace to cover the Association expenses, including but not limited to the cost of maintaining such entrance area and the detainage pond, real estate taxes and insurance premiums.

3. Southern Trace shall collect periodic homeowners association maintenance charges, pay taxes and expenses in connection with such real estate, maintain insurance on such real estate, and perform such other and further acts as are necessary and appropriate to accomplish the purpose of such corporation, all in accordance with the By-Laws of Southern Trace.

4. In the event of the failure of any lot owner to pay the maintenance charges promptly when due, the amount of the assessment shall be a lien against the lot owner's premises to which the assessment applies. The assessment lien may be enforced in equity as in the case of any lien foreclosure. The annual assessment shall accrue to the benefit of and may be enforced jointly and severally by the other lot owners in Southern Trace Subdivision who are members of Southern Trace, or by Southern Trace.

5. All of the covenants, restrictions, reservations and servitudes set forth in this instrument shall run with the land, and Southern Trace by accepting the deed to the premises, and the Declarant by becoming a member of Southern Trace, subject the same to the covenants, restrictions, reservations and servitudes and agree for themselves, their heirs, administrators and assigns, to be bound by each of the covenants, restrictions, reservations and servitudes jointly, separately and severally.

6. Each and every covenant, restriction, reservation and servitude contained herein shall be considered to be an independent and separate covenant and agreement, and

in the event any one or more of the covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

7. The covenants, restrictions, reservations and servitudes contained herein shall be supplemental to any other restrictive covenants currently in place for such Subdivision (the "Restrictive Covenants"). This document shall in no way be deemed to revoke, replace or rescind such Restrictive Covenants, but shall be supplementary thereto.

8. The Declarant hereby confirms that the following named individuals shall serve as the initial Board of Directors of Southern Trace: R. Tim Barrick, Richard Robinson and Raymond D. Wetnight.

9. Except as otherwise herein provided, any proposed amendment to this Declaration must be approved by a majority of the owners of lots in Southern Trace Subdivision which are members of Southern Trace. Each amendment to the Declaration shall be executed by the President and Secretary of the Association. All amendments shall be recorded in the Office of the Recorder of Shelby County, Indiana, and such amendment shall not become effective until so recorded.

10. All present owners, mortgagees, tenants and occupants of lots in Southern Trace Subdivision which become members of Southern Trace, and all future owners of such lots, shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Directors as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any lot shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and rules and regulations as each may be amended or supplemented from time to time are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a lot or the property owned by the Association as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons who may occupy, use, enjoy or control a lot in Southern Trace Subdivision which has been a part of Southern Trace, or any part of the property owned by the Association in any manner, shall be subject to the

Declaration, the Act, the By-Laws, the Restrictive Covenants, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

11. The Board of Directors is granted the authority to grant such easements upon such terms and conditions and for such consideration as the Directors deem appropriate.

12. As set forth in the By-Laws, the initial Board of Directors consists and will consist of persons selected by Declarant. The Board of Directors has entered or may hereafter enter into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than August 31, 1999 under which Declarant (or an affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the property of Southern Trace and, in general, perform all of the duties and obligations of the Association. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) or the Association without cause and without payment of a termination fee on ninety (90) days or less written notice, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to and for its benefit (or to its affiliate, as appropriate), the exclusive right to manage the property of Southern Trace and to perform all the functions of the Association.

13. So long as the management agreement between the Association and Declarant or its affiliate remains in effect, Declarant shall be responsible for only the amount of any deficit in the annual budget adopted by the initial board as may arise from time to time during the effectiveness of such management agreement and not for any assessment based on Declarant's pro-rata share of expenses, the responsibility of Declarant for expenses during the period such management agreement remains in effect being limited to such sum which, in addition to assessments paid by other owners, may be required to maintain and operate the property of Southern Trace. The amount for which Declarant shall be liable during such period shall not include major physical alterations and other unusual expenditures not ordinarily anticipated in normal maintenance operations nor amounts to be contributed to the reserve for replacements and any general operating reserves. Prior to the earlier of (a) August 31, 1999, or (b) the first day of the first month following the date that the last of the lots in Sections III and IV of Southern Trace Subdivision that may be developed has been

conveyed to a purchaser, or (c) the date Declarant files of record in the office of the Recorder of Shelby County, Indiana, an instrument waiving and releasing its reserved rights to develop or further develop Southern Trace Subdivision, Declarant shall bear all expenses incurred with respect to the property of Southern Trace arising out of construction or other activities on any portion of Sections III or IV owned by Declarant, including but not limited to road damage and clean-up of debris caused by construction traffic, connection to any utility lines or mains located on the property, and damage to or deterioration of grass, trees, fences or other portions of the property of Southern Trace due to construction off-site or the state of areas under development.

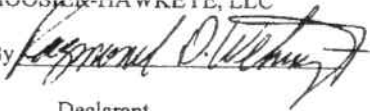
14. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant (the "Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the lot in Southern Trace Subdivision owned by each Declarant; and no personal liability or personal responsibility is assumed by nor shall at anytime be asserted or enforceable against Declarant personally on account of this instrument or on account of or in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each person who acquires any interest in a lot in Southern Trace Subdivision (including mortgagees) as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

CHICAGO TITLE

HOOSIER-HAWKEYE, LLC

By



Declarant

HOOSIER-HAWKEYE, LLC

By Raymond D. Wehring

Hoosier-Hawkeye

SOUTHERN TRACE HOMEOWNERS ASSOCIATION, INC.

By Raymond D. Wehring

Southern Trace

STATE OF INDIANA, SHELBY COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond D. Wehring, for and on behalf of Hoosier-Hawkeye, LLC, as Declarant, Raymond D. Wehring, for and on behalf of Hoosier-Hawkeye, LLC, and Raymond D. Wehring, for and on behalf of Southern Trace Homeowners Association, Inc., who acknowledged the execution of the foregoing Declaration, for and on behalf of said entities, as their true and voluntary act and deed.

Witness my hand and seal this 14th day of September, 1998.

CHICAGO TITLE

My Commission Expires: July 14, 1999

Suzanne Baughman
Suzanne Baughman, Notary Public
County of Residence: Shelby

THIS INSTRUMENT PREPARED BY ROBERT T. THOPY, ATTORNEY AT LAW, SHELBYVILLE, INDIANA.

ist

Tract 1:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana; described as follows:

Commencing at the Northwest corner of the above described Southwest quarter of Section 9; thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract and the true point of beginning of the tract herein described;

Thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 500.00 feet; thence parallel with the North line of the quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 500.00 feet to the point of beginning, containing 8.035 acres more or less and subject to the right of way of the McKay Road on the North line of the tract and also subject to any other existing right of ways, easements or restrictions.

Course data used in this description assumes the West line of the quarter to run North.

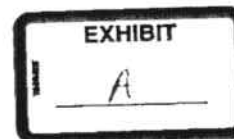
Tract 2:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana; described as follows:

Commencing at the Northwest corner of the above described Southwest quarter of Section 9; thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence with the East line of said 18 acre tract South 00 degrees 08 minutes 05 seconds East 500.00 feet to the true point of beginning of the tract herein described;

Thence parallel with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 775.08 feet; thence parallel with the North line of the quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the Southeast corner of said 18 acre tract, said point being 668.00 feet (40 rods 8 feet) East of the West line of the quarter; thence with the East line of the 18 acre tract North 00 degrees 08 minutes 05 seconds West 775.08 feet to the point of beginning, containing 12.455 acres, more or less, and subject to any existing right of ways, easements or restrictions.

Course data used in this description assumes the West line of the quarter to run North.



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EXCEPT THEREFROM:

The following described real estate now known as Southern Trace, Section I, as recorded in Plat Book 6, Page 189, in the Office of the Recorder of Shelby County:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana; described as follows:

Commencing at the Northwest corner of the above described Southwest quarter of Section 9; thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract and the true point of beginning of the tract herein described;

Thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 190.00 feet; thence parallel with the North line of the quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 190.00 feet to the point of beginning, containing 3.053 acres, more or less, and subject to the right of way of the McKay Road on the North line of the tract and also subject to any other existing rights of way, easements and restrictions.

Also, the following described real estate now known as Southern Trace, Section II, as recorded in Plat Book 6, Page 196, in the Office of the Recorder of Shelby County:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 175.00 feet to the true Point of Beginning of the tract herein described; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 325.00 feet; thence parallel with the North line of the Quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 325.00 feet to the Point of Beginning, containing 5.223 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.

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Also, the following described real estate now known as Southern Trace, Section III, as recorded August 25, 1998, as Instrument No. 7917, in the Office of the Recorder of Shelby County:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 500.00 feet to the true Point of Beginning of the tract herein described; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 325.00 feet; thence parallel with the North line of the Quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 325.00 feet to the Point of Beginning, containing 5.223 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.

Tract 3:

The following described real estate now known as Southern Trace, Section III, as recorded August 25, 1998, as Instrument No. 7917, in the Office of the Recorder of Shelby County:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana, described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 500.00 feet to the true Point of Beginning of the tract herein described; thence with the North line of the Quarter South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 325.00 feet; thence parallel with the North line of the Quarter North 89 degrees 35 minutes 54 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 325.00 feet to the Point of Beginning, containing 5.223 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.

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Tract 1:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana; described as follows:

Commencing at the Northwest corner of the above described Southwest quarter of Section 9; thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 1150.00 feet to the true Point of Beginning of the tract herein described; thence South 89 degrees 35 minutes 54 seconds East 700.00 feet; thence parallel with the East line of the aforementioned 18 acre tract South 00 degrees 08 minutes 05 seconds East 125.05 feet; thence North 89 degrees 36 minutes 03 seconds West 700.00 feet to the East line of said 18 acre tract; thence with said East line North 00 degrees 08 minutes 05 seconds West 125.08 feet to the Point of Beginning, containing 2.0097 acres, more or less, and subject to the right-of-way of the McKay Road on the North line of the tract and also subject to any other existing rights-of-way, easements or restrictions.

Tract 2:

A part of the Southwest Quarter of Section 9, Township 12 North, Range 7 East, Shelby County, Indiana; described as follows:

Commencing at the Northwest corner of the above described Southwest Quarter of Section 9; thence with the North line of the quarter South 89 degrees 35 minutes 54 seconds East 665.00 feet (40 rods 5 feet) to the Northeast corner of a certain 18 acre tract; thence South 00 degrees 08 minutes 05 seconds East 30.00 feet; thence South 89 degrees 35 minutes 54 seconds East 350.50 feet to the Point of Beginning; thence on and along a curve to the right with a radius of 1.5 feet, an arc distance of 2.36 feet and a chord bearing and distance of South 45 degrees 08 minutes 05 seconds East a distance of 2.12 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 27.00 feet; thence on and along a curve to the right with a radius of 1.5 feet, an arc distance of 4.72 feet and a chord bearing and distance of South 89 degrees 51 minutes 55 seconds West a distance of 4.24 feet; thence North 00 degrees 08 minutes 05 seconds West a distance of 27.00 feet; thence on and along a curve to the right with a radius of 1.5 feet, an arc distance of 2.36 feet and a chord bearing and distance of North 44 degrees 51 minutes 55 seconds East a distance of 2.12 feet to the Point of Beginning, containing 88.07 square feet, more or less.

EXHIBIT

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