

GENERAL ORDER OF RECORDS

We, Roy L. Prock and Theodore E. Bruner, General Partners of CLOVERLEAF PROPERTIES, an Indiana General Partnership, the owner of the real estate above and described hereon, do hereby lay off, plat and subdivide said real estate in accordance with the plat described and delineated hereon.

This subdivision shall be known and designated as SPRING HILL PLANNED UNIT DEVELOPMENT, a subdivision of the Town of Marengo, Morgan County, Indiana. The streets designated as Spring Hill Drive andasher Road as shown on the plat delineated hereon and not heretofore dedicated are hereby dedicated to the public.

North, Range 1 East
County, Indiana, more

front, side and rear yard building setback lines are hereby established as shown on the plat delineated hereon between which lines and the street property lines, lot side lines and the rear lot lines no buildings or structures shall be erected or maintained.

thence South 89
said quarter section
if land owned by
Instrument No.
Recorder of Morgan
Northern lines of
feet West 231.00
feet to the
the Town of
11, 1974 under
the Recorder of
Eastly line of
34 seconds West
East 330.00 feet to
west corner of a
resville as per
it No. 7261 in Book
County, Indiana;
5.346-acre parcel)
thence North 37
37 degrees 59 min-
minutes 00 seconds
parcel and a point
Westerly right-of-
having a radius of
said point bearing
courses are along said
non-tangent curve
44 seconds) to a
through said point
Southerly 161.89
seconds) along said
5 feet, to a point of
said point bearing
ing Southerly 270.61
seconds) along said
5 feet to the end of
th 26 degrees 10
09 minutes 03
the Southerly line
al conveyed to
in March 2, 1981
records of the
re along said
vinder) thence South
with 09 degrees 20
of a 2.773-acre per-
right by Warranty
Book 253, Page 440
thence South 79
and an extension
est corner of a 5.00-
s. by Corporat-
t No. 12964 in Book
ty, Indiana, and a
100 degrees 29 min-
POINT OF BEGINNING,
highways, rights-of-

The strips of ground marked "UTILITY and/or Drainage Easements" as shown on the plat delineated hereon, are hereby reserved for the installation and maintenance of public utility poles, wires and conduits for gas, water, electric, telephone and cable TV utilities and for sanitary and storm sewers, subject at all times to the proper civil authority and to the specific easements hereby reserved. No permanent or other structure shall be erected or maintained upon said easements. All lot owners shall take their title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.

All lots in this subdivision also shall be subject to certain restrictions as recorded in Document under Instrument Number 103541 in the records of the Recorder of Morgan County, Indiana.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed by vote of a majority of the then owners of lots covered by these covenants and 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.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

IN WITNESS WHEREOF, Roy L. Prock and Theodore E. Bruner, General Partners of CLOVERLEAF PROPERTIES, an Indiana General Partnership, have hereunto set their hands and seals this 18th day of December, 1990.

CLOVERLEAF PROPERTIES

an Indiana General Partnership

By: Roy L. Prock
Roy L. Prock, General Partner

By: Theodore E. Bruner
Theodore E. Bruner, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public, in and for said county and state, this 18th day of December, 1990 personally appeared Roy L. Prock and Theodore E. Bruner, General Partners of CLOVERLEAF PROPERTIES, an Indiana General Partnership, who acknowledged the voluntary execution of the foregoing instrument.

Jo E. Roach
Notary Public Jo E. Roach

County of Residence:
Marion
My Commission Expires:
8-3-91



E. LINE SET/4 SEC. 30-14-1E

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,
RESTRICTIONS, EASEMENTS AND ASSESSMENTS
OF SPRING MILL PLANNED UNIT DEVELOPMENT
MOORESVILLE, INDIANA

WITNESSETH that the undersigned, CLOVERLEAF PROPERTIES, an Indiana General Partnership, is the Owner and Developer (hereinafter the "Developer") of the Spring Mill Planned Unit Development (hereinafter the "Development"), an addition to the Town of Mooresville, Morgan County, State of Indiana, as per Final Plat (hereinafter the "Plat") thereof recorded on January 22, 1991 under Instrument No. 9100583 in Book 336, Page 334 in the records of the Recorder of Morgan County, State of Indiana; and

WHEREAS, the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments of the Development (hereinafter the "Declaration") was recorded on January 22, 1991 under Instrument No. 9100583 in Book 336, Pages 335-351 in the records of the Recorder of Morgan County, State of Indiana; and

WHEREAS, the Plat incorporates by reference the contents of the Declaration which govern and control the development process for the buildable lots in the Plat which are Lots numbered One (1) through Thirty-six (36) with specific references to the single family lots which are Lots numbered One (1) through Thirty-four (34); and

WHEREAS, the U.S. Department of Housing and Urban Development hereinafter "HUD") notified Developer that an inconsistency exists in the language of Article XVII, Section C and Article XVII, Section L regarding Assessment Liens and their subordination to First Mortgage Liens; and

WHEREAS, Article XI, Section B of the Declaration permits the Developer to amend the Declaration to assure compliance with the regulations of public agencies guaranteeing, insuring, or approving mortgages.

THEREFORE, Article XVII, Section L is hereby modified by the addition of the following sentence to the paragraph constituting said Section L:

"If and to the extent this paragraph is inconsistent with any other paragraph in the Declaration, then this paragraph shall prevail."

IN WITNESS WHEREOF, Roy L. Prock, a General Partner of CLOVERLEAF PROPERTIES, an Indiana General Partnership, Owner and Developer, hereby executes the foregoing Amendment to the Declaration this 30th day of May, 1991.

CLOVERLEAF PROPERTIES
an Indiana General Partnership

By: Roy L. Prock
Roy L. Prock,
General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roy L. Prock, General Partner of CLOVERLEAF PROPERTIES, an Indiana General Partnership, who acknowledged the execution of the foregoing Amendment to the Declaration of Covenants, Conditions, Commitments, Restrictions, Easements, and Assessments of Spring Mill Planned Unit Development, Mooresville, Indiana, for and on behalf of said Partnership, and who, having been duly sworn, stated that the representations contained herein are true.

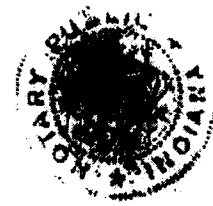
Witness my hand and Notarial Seal this 30th day of May, 1991.

Joe E. Roach
Joe E. Roach,
Notary Public

My Commission Expires: 8-3-91 Residing in Marion County

RECEIVED
FOR RECORD
'91 MAY 30 PM 1 01

Joe E. Roach
NOTARY PUBLIC
RECORDED



This instrument prepared by: William T. Rees, Attorney-at-Law,
8955 Rockville Road, Indianapolis, IN 46234. (317) 271-8888.