

RESTRICTIVE COVENANTS

The undersigned owners of real property in the County of Morgan, State of Indiana (hereinafter referred to as the "Real Estate"), more particularly described in Exhibit "A" which is attached hereto and made a part hereof, for the purpose of preserving the residential character of the subdivision commonly known as Foxcliff Estates, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, agree to the following covenants and restrictions which shall attach to and run with the Real Estate and bind our heirs, executors, administrators and assigns as herein provided:

Restrictive Covenants

1. The Real Estate may only be used for growing crops, provided, however, that the real estate may be used by Summit City or its successors as may be necessary to properly operate said utility so long as there shall be no sewage storage areas located on the real estate.

2. The Real Estate may not be used in such a manner as to create a nuisance or to interfere with the use and enjoyment of the Foxcliff Estates subdivision.

3. These covenants shall operate as covenants running with the land for the benefit of any and all persons who now or hereafter own a lot in the Foxcliff Estates subdivision which abuts upon or shares a common property line with the Real Estate.

4. The covenants contained herein shall be binding for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Foxcliff Estates subdivision which abut upon or share a common property line with the Real Estate has been recorded, agreeing to change said covenants in whole or in part.

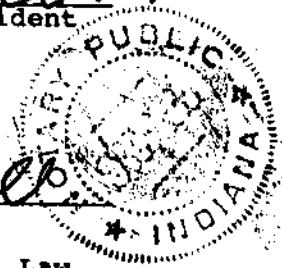
✓ SUMMIT CITY UTILITIES, INC., an Indiana Corporation

BY: John H. Fewell Pres.
President

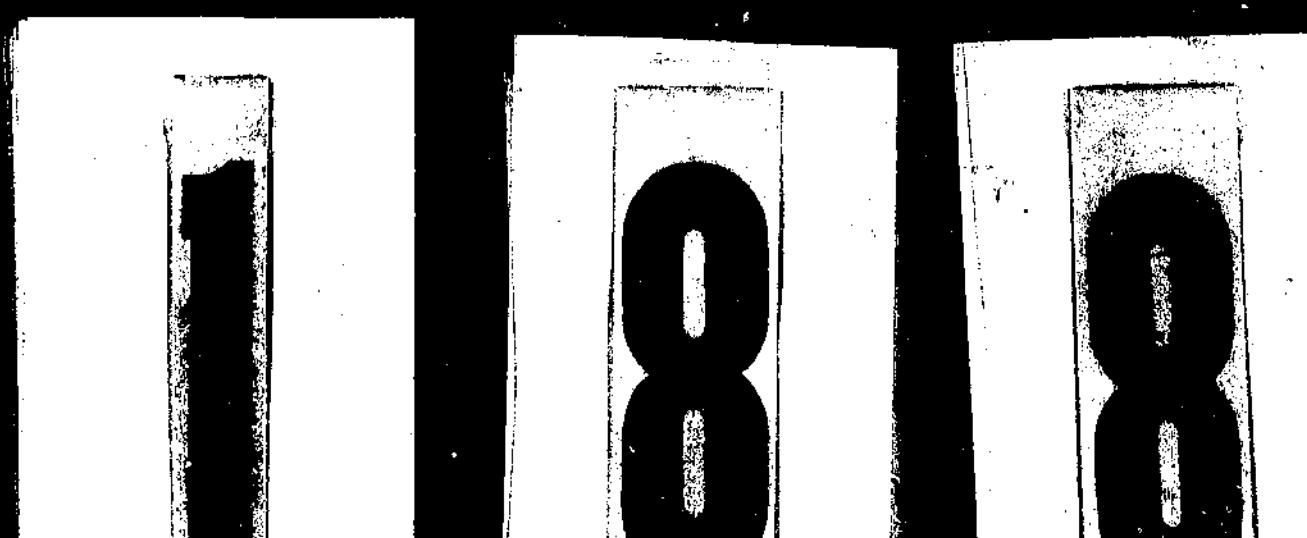
ATTEST:

, Secretary

John H. Fewell
JOHN H. FEWELL



This instrument prepared by David H. Kleiman, Attorney at Law.
Exhibit "B"



Before me, a Notary Public in and for said County and State, personally appeared John H. Fewell, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal his July 22, 1985.

My commission expires, January 25, 1987

Signature *Ann A. Marvel*
Printed ANN A MARVEL, Notary Public
Residing in Morghan County, Indiana.

The Real Estate consists of that portion of the following described real estate which lies West of the Clear Creek:

(See attached map where described real estate is cross hatched.)

A part of the Northeast Quarter of Section 14, Township 12 North, Range 1 East; A part of the Northwest quarter of Section 13, Township 12 North, Range 1 East; A part of the Southwest Quarter of Section 12, Township 12 North, Range 1 East; ALSO, A part of the Southeast Quarter of Section 11, Township 12 North, Range 1 East in Morgan County, Indiana, being described as follows:

Beginning at a point on the East line of the Northeast Quarter of said Section 14, 1037.93 feet North of the Southeast corner thereof; said point also being the Northeast corner of lot no. 327 in Foxcliff Estates, Section XVI; Thence South 00 degrees 24 minutes 50 seconds East along the East line of said lot 119.97 feet to the Northwest corner of lot 398 in said Subdivision; thence North 71 degrees 57 minutes 36 seconds East along the North line of said lot 398 and the extension thereof 584.10 feet to the centerline of Clear Creek; Thence North 21 degrees 59 minutes 38 seconds West along said centerline 396.11 feet; thence continuing along said centerline North 14 degrees 59 minutes 38 seconds West 355.39 feet; Thence North 88 degrees 21 minutes 03 seconds East 927.11 feet to the East line of the West half of the Northwest Quarter of said Section 13; thence North along said line 859.62 feet to the Northeast corner thereof; Thence North 25 degrees 44 minutes 11 seconds West 545.82 feet; thence North 10 degrees 29 minutes 11 seconds West 404.25 feet; Thence North 12 degrees 30 minutes 49 seconds East 402.60 feet; thence North 05 degrees 29 minutes 11 seconds West 332.30 feet to the South Bank of White River; Thence Westerly along the meandering South Bank of White River 3893.54 feet to an iron pin on the West Bank of Clear Creek; Thence Southerly along the meandering of the West Bank of Clear Creek 1712.91 feet to an iron pipe; Thence South 18 degrees 54 minutes 32 seconds West 139.53 feet; Thence North 76 degrees 22 minutes 38 seconds West 151.64 feet; Thence North 86 degrees 41 minutes 45 seconds West 215.61 feet to the East R/W line of Riverview Drive as per plat of Foxcliff Estates Section V; Thence Southeasterly along said R/W on a curve to the right 147.53 feet to the point of tangency; said curve having a radius of 1450.00 feet; a delta of 05 degrees 49 minutes 47 seconds; Thence continuing along said R/W South 00 degrees 05 minutes 00 seconds East 523.48 feet to the Southeast corner of last said subdivision; Thence South 15 degrees 27 minutes 43 seconds East 247.97 feet; Thence South 10 degrees 08 minutes 17 seconds West 249.64 feet; Thence South 06 degrees 23 minutes 04 seconds West 783.11 feet to the North line of Foxcliff Estates Section XIX; The next four (4) calls along the North line of the last subdivision: (1) Thence North 85 degrees 02 minutes 33 seconds East 510.00 feet, (2) Thence South 04 degrees 57 minutes 27 seconds East 244.43 feet; (3) Thence South 67 degrees 10 minutes 27 seconds East 910.75 feet (4) South 22 degrees 49 minutes 33 seconds West 14.00 feet to the North line of Foxcliff Estates Section XVI; Thence South 67 degrees 10 minutes 27 seconds East along said North line 227.53 feet to the point of beginning, containing in all 179.8 acres, more or less.

EXHIBIT "A"

ENCL B-12

RECEIVED FOR RECORD

JUL 30 10 17 AM '85

Ramella Lister
DEAN COUNTY RECORDER



Exhibit B-3

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