

SEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,  
RESTRICTIONS, EASEMENTS AND ASSESSMENTS ("RESTRICTIVE COVENANTS") OF  
CLEAR CREEK SUBDIVISION, SECTIONS VI and VII  
DANVILLE, INDIANA

WITNESSETH that the undersigned Cedar Run Limited, Inc. is the Developer (hereinafter the "Developer") of Clear Creek Subdivision, Sections I, II, III, and IV;

WITNESSETH that the undersigned C. P. Morgan Communities, L.P. is the Owner/Developer (hereinafter the "Owner") of Clear Creek Subdivision, Sections V, VI, and VII;

WHEREAS, a Final Plat of Clear Creek, Section I, dated November 12, 1996, was recorded November 22, 1996 (hereinafter the "Plat Section I"), under Document No. 9600024660, Plat Cabinet 4, Slide 37, Pages 1 & 2 and Slide 38, Page 1, in the Office of Recorder, Hendricks County, Indiana;

WHEREAS, Restrictive Covenants of Clear Creek Subdivision, Section I, dated November 13, 1996, were recorded November 26, 1996, under Document No. 96-00024666 and amended on April 1, 1997, and were recorded on April 2, 1997, under Document No. 9700006026 (First Amendment), in the Office of Recorder, Hendricks County, Indiana (hereinafter the "Restrictive Covenants");

WHEREAS, the Plat Section I incorporates said Restrictive Covenants as applicable to all the platted lots of said Clear Creek Subdivision, Section I and subsequent Sections thereto;

WHEREAS, a Final Plat of Clear Creek, Section II, dated March 12, 2001 (hereinafter the "Plat Section II"), was recorded January 29, 2002 under Document No. 200200004059, Plat Cabinet 4, Slide 173, Page 1AB, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;

WHEREAS, a Final Plat of Clear Creek, Section III, dated October 7, 2002 (hereinafter the "Plat Section III"), was recorded October 31, 2002, under Document No. 200200037102, Plat Cabinet 5, Slide 36, Page 1AB, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;

WHEREAS, a Final Plat of Clear Creek, Section IV, dated May 29, 2003 (hereinafter the "Plat Section IV"), was recorded July 9, 2003, under Document No. 200300028327, Plat Cabinet 5,

AMENDMENT 1610000

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Slide 18, Page 2AB, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;



WHEREAS, a Final Plat of Clear Creek, Section V, dated November 10, 2003, (hereinafter the "Plat Section V"), was recorded November 20, 2003, under Document No. 200300050786, Plat Cabinet 5, Slide 112, Page 1ABCDE, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;

WHEREAS, a Final Plat of Clear Creek, Section VI, dated June 22, 2004, (hereinafter the "Plat Section V"), was recorded August 18, 2004, under Document No. 200400026185 Plat Cabinet 5, Slide 183, Page 2ABC, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;

WHEREAS, a Final Plat of Clear Creek, Section VII, dated June 22, 2004, (hereinafter the "Plat Section V"), was recorded August 18, 2004, under Document No. 200400026204 Plat Cabinet 5, Slide 184, Page 2, in the Office of Recorder, Hendricks County, Indiana incorporated said Restrictive Covenants;

WHEREAS, the Developer has reserved the right per Article XII, B. to amend these Restrictive Covenants as long as the amendment "does not have a materially adverse effect on the rights of any Mortgagee, nor which will substantially impair the benefits of the Covenants to any Owner or substantially increase the obligations imposed by the Covenants on any Owner."

NOW THEREFORE, in consideration of the premises, the Developer and Owner hereby classifies specific Lots under Article III.A.1. of the Restrictive Covenants to the required zoning classifications

Section VI:

R-2: Lots 253 through 267 and Lots 269 through 272, all inclusive, are hereby designated as zoning classification R-2, and are subject to all requirements of R-2 lots as shown in the Restrictive Covenants, Article III.

R-3: Lots 273 through 286, Lots 288 through 306, Lots 313 through 328, Lots 331 through 354, and Lots 395 through 400, all inclusive, are hereby designated as zoning classification R-2, and are subject to all requirements of R-2 lots as shown in the Restrictive Covenants, Article III.

Section VII:

R-2: Lots 206 through 240, all inclusive, are hereby designated as zoning classification R-2, and are subject to all requirements of R-2 lots as shown in the Restrictive Covenants, Article III.

NOW THEREFORE, a Landscape, Drainage, and Utility Easement exists along U.S. 36. The following paragraph is added to Article III, Paragraph A., Item 9:

- k. **LANDSCAPE EASEMENT ALONG PERIMETER ROADS:** A 60' wide landscape easement exists along the perimeter lots adjacent to U.S. 36 (Lots 273-286, all inclusive) and is shown on the Plat, Section VI. An irregular landscape easement exists in the rear of lots 271 and 272 and is shown on the Plat, Section VI. These areas are solely intended for the purpose of landscaping, drainage, and utilities and "Declarant" or "Developer" installed perimeter fencing. No other improvements shall be permitted within this area including playgrounds, pools, etc. Privacy fencing, six (6) foot in height is permitted on these lots; however, the fencing at the six (6) foot height shall be installed at a sixty (60) foot distance from the right-of-way line along U.S. 36 for Lots 273-286, all inclusive and outside of the irregular landscape easement at the rear of Lots 271 and 272. No four (4) foot fences in height may be installed on Lots 271 through 286, all inclusive.

NOW THEREFORE, a Limited Access Easement exists along U.S. 36. The following paragraph is added to Article III, Paragraph A., Item 4:

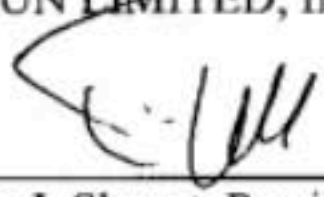
Lots 272 through 286, all inclusive, shall have no driveway or access onto U.S. 36.

PROHIBITED  
Other Use Prohibited  
112573-2824016122832

IN WITNESS WHEREOF, the undersigned Officer of Declarant and Owner have hereunto caused their names to be subscribed this 18<sup>th</sup> day of August, 2004.


DEVELOPER:

CEDAR RUN LIMITED, INC.

By:   
Timmy J. Shrout, President

OWNER:

C. P. MORGAN COMMUNITIES, LLC

By:   
Printed Name: MARK W. BOYCE  
Title: VICE PRESIDENT

PROHIBITED  
Other Use Prohibited  
412573-202404161242

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. ShROUT, President of Cedar Run Limited, Inc. who acknowledged the execution of the foregoing Seventh Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said Cedar Run Limited, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of August 2004.



JO E. ROACH, Notary Public  
My Commission Expires: 8-3-07  
Residing in Marion County

*Jo E. Roach*

Notary Public

Residing in: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared MARK W. BOYCE, VICE PRESIDENT of C. P. Morgan Communities, L.P. who acknowledged the execution of the foregoing Seventh Amendment to the Declaration of Covenants and Restrictions acting for and on behalf of said C. P. Morgan Communities, L.P., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of August 2004.

*Jimmy J. Wilkerson*

Notary Public

Residing in: Marion County My Commission expires: 3/29/08

This instrument prepared by: William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, Indiana 46234.

ORIGINAL USE ONLY