

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,  
RESTRICTIONS, EASEMENTS AND ASSESSMENTS ("RESTRICTIVE COVENANTS") OF  
CLEAR CREEK SUBDIVISION, SECTIONS I AND II  
DANVILLE, INDIANA

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

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), and amended on January 28, 2000, and were recorded on January 29, 2002, under Document No 200200004060 (Second 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, the Developer has reserved the right per Article XI, 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."

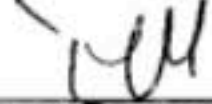
NOW THEREFORE, in consideration of the premises, the Developer hereby deletes Paragraph 2 under Section II, Article III and replaces it with the following:

- 2. Lots 162-164, 173-178, and 179, inclusive, are hereby designated as zoning classification R-3, and are subject to all requirements of R-3 lots as shown in the Restrictive Covenants, Article III.



IN WITNESS WHEREOF, the undersigned Officer of Declarant has hereunto caused his name to be subscribed this 18th day of September, 2002.

OWNER/DEVELOPER:  
CEDAR RUN LIMITED, INC.

By:   
Timmy J. Shrou, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. Shrou, President of Cedar Run Limited, Inc. who acknowledged the execution of the foregoing First 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 September, 2002.

  
Notary Public

Residing in: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



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

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

Other Use Prohibited  
112573-232401625189