

SIXTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS,  
RESTRICTIONS, EASEMENTS AND ASSESSMENTS ("RESTRICTIVE COVENANTS") OF  
CLEAR CREEK SUBDIVISION, SECTION V  
DANVILLE, INDIANA

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

WITNESSETH that the undersigned C. P. Morgan Communities, LLC is the Owner (hereinafter the "Owner") of Clear Creek Subdivision, Section V;

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,

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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 \_\_\_\_\_ (hereinafter the "Plat Section IV"), was recorded \_\_\_\_\_, under Document No. \_\_\_\_\_, Plat Cabinet \_\_\_\_, Slide \_\_\_\_, Page \_\_\_\_, 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 classifies specific Section V Lots under Article III of the Restrictive Covenants to the required zoning classification of R-2:

Lots 180 through 202 and Lots 377 through 379, 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 easement exists along County Road 50 North. The Following paragraph is added to Article III, Paragraph A., Item 9:

- j. **LANDSCAPE EASEMENT ALONG PERIMETER ROADS:** A 20' wide landscape easement exists along the perimeter lots (180 through 187) adjacent to County Road 50 North and will be shown on the Plat, Section V. This area is solely intended for the purpose of landscaping and "Owner" 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 twenty (20) foot distance from the right-of-way line along County Road 50 North. A four (4) foot in height fence may be installed within the twenty (20) foot landscape easement and tie into the four (4) foot fence along the right-of-way line, but only along the side property lines and cannot be installed to run parallel with the right-of-way fence.

IN WITNESS WHEREOF, the undersigned Officer of Declarant has hereunto caused his name to be subscribed this 7<sup>th</sup> day of October, 2003.

DEVELOPER:

CEDAR RUN LIMITED, INC.

By: [Signature]  
Timmy J. Shrout, President

OWNER:

C. P. MORGAN COMMUNITIES, LLC

By: [Signature]  
Printed Name: Mark W. Boyce  
Title: Vice President of General Partner,  
C.P. Morgan Investment Co., Inc.

Prohibit Other Use Prohibit Other Use Prohibit Other Use Prohibit Other Use Prohibit Other Use