

Cross Reference: **Instrument No. 2000-0064247**
Instrument No. 2001-0179350
Instrument No. 2002-0015504
Instrument No. 2002-0018817
Instrument No. 2002-0036589
Instrument No. 2005-0211141

SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODLAND TRACE

THIS SIXTH AMENDMENT, dated the ____ day of _____, 2017, is made by the Woodland Trace Homeowners Association, Inc., an Indiana not-for-profit corporation (the "HOA").

RECITALS:

A. Woodland Trace, LLC, a predecessor in interest to the HOA, recorded a document entitled "Declaration of Covenants, Conditions and Restrictions of Woodland Trace" (the "Declaration") dated December 21, 1999 and recorded on April 25, 2000 as Instrument No. 2000-0064247 in the Office of the Marion County Recorder.

B. The Declaration has been amended five (5) times, the First Amendment being dated September 13, 2001 and recorded on October 9, 2001 as Instrument No. 2001-0179350; the Second Amendment being dated January 21, 2002 and recorded on January 24, 2002 as Instrument No. 2002-0015504; the Third Amendment being dated January 25, 2002 and recorded on January 29, 2002 as Instrument No. 2002-0018817; the Fourth Amendment being dated February 18, 2002 and recorded on February 25, 2002 as Instrument No. 2002-0036589; and the Fifth Amendment being dated December 19, 2005 and recorded on December 27, 2005 as Instrument No. 2005-0211141.

C. Effective January 1, 2004, the Declarant, as defined in the Declaration and designated to be C.P. Morgan Communities, L.P. by the Third Amendment thereto, turned over the responsibility for carrying out and enforcing the terms, covenants, conditions and restrictions set forth in the Declaration to the HOA. Accordingly, January 1, 2004 is the "Applicable Date" as that term is defined by the Declaration.

D. The HOA's Board of Directors has proposed an amendment to the Declaration concerning the height of fences and storage sheds, as set forth in this Sixth Amendment and, in accordance with Article XI of the Declaration, this Sixth Amendment has been approved by a vote

of not less than seventy-five percent (75%) of the Owners, as that term is defined in the Declaration.

NOW THEREFORE, the Declaration, as amended, is hereby further amended as follows:

1. Article VIII, Section 3(J)(ii) as previously amended in the “Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions” is amended to read as follows:

J. Fences, Walls, and Screening Structures. In order to aid in the preservation of the aesthetic appearance within the Real Estate, the following restrictions and limitations will apply to rear yard or side yard fences, or screening structures:

(ii) On all other Lots, no rear or side yard fence, wall or screening structure may exceed 72 inches in height. The material and style shall be limited to vinyl coated chain link, split rail, ornamental iron or aluminum, “Cape Cod” or vertical spaced wood picket, vertical wood shadow box, or other material of fence as may be approved by the Committee. However, exceptions to these requirements may be made if required by a statute or ordinance for protection and screening of a swimming pool.

2. Exhibit C, Section T(iv), as previously amended by the “Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions,” is further amended to read as follows:

T. Storage Sheds and Temporary Structures. Party tents or other similar temporary structures may be erected on any Lot for special events with prior written approval of the Building Control Committee or the Board of Directors. Children’s camping tents are allowed as long as they are not up longer than forty-eight (48) hours. Storage sheds may be permitted upon any Lot only with written approval of the Committee, which approval may be conditioned upon reasonable restrictions established by the Committee and the restrictions of this section. The use of any approved storage shed shall be limited to the storage of lawn equipment, household maintenance items, bicycles, children’s toys and other similar household items. Only one (1) storage shed may be located on any Lot. Otherwise, no then, shack, trailer, shed, barn or other similar detached structure shall be placed on any Lot or on the Common Areas.

In order to be approved, storage sheds shall meet the following minimum specifications:

(iv) The shed must meet the following with regard to shape, size and height:
(a) The shed shall be square or rectangular in shape, and the dimensions must be either six feet by six feet (6’ x 6’), six feet by eight feet (6’ x 8’), eight feet by eight feet (8’ x 8’), eight feet by ten feet (8’ x 10’), ten feet by ten feet (10’ x 10’), or ten feet by twelve feet (10’ x 12’).

(b) The height of the shed shall not be more than seven feet (7') at the eaves, and the roof peak shall be no higher than eleven Feet (11') from the ground.

(c) Soffit overhands shall be between four inches (4") and six inches (6").

(d) No two-story or loft type sheds are permitted.

The final design dimensions must be approved by the Board before construction begins.

3. Except for the above, all other provisions of the Declaration, as it was previously amended, remain unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to be executed as of the date first written above.

WOODLAND TRACE HOMEOWNERS
ASSOCIATION, INC.

By: _____
Thomas McDonald, President

By: _____
Stephen Aldrich, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Thomas McDonald and Stephen Aldrich, President and Secretary respectively, of Woodland Trace Homeowners Association, Inc., an Indiana not-for-profit corporation, who, being first duly sworn, acknowledged the execution of the foregoing instrument as said President and Secretary, for and on behalf of Woodland Trace Homeowners Association, Inc., as their voluntary acts and deeds and for the use and purposes contained therein.

Witness my hand and Notarial Seal this _____ day of _____, 2017.

My Commission Expires:

(Signature) Notary Public

My County of Residence:

(Printed)

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."
Kimberly M. Sutter, Esq.

This instrument prepared by, and should be returned to, Kimberly M. Sutter, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.