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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

HAYDEN RUN PROPERTY OWNERSHIP

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**DECLARATION OF COVENANTS AND RESTRICTIONS OF
HAYDEN RUN PROPERTY OWNERSHIP**

THIS DECLARATION made this ___ day of _____, 2002, by CENTEX HOMES, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation its managing general partner ("Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as the "Real Estate").

B. Declarant is the sole owner of the fee simple title to that portion of the Real Estate more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Tract" or "Section 1").

C. Declarant may from time to time subject part of the Expansion Real Estate and other additional real estate located adjacent to the Real Estate to the provisions of this Declaration. As used herein, Real Estate, shall include subject to the provisions of this Declaration.

D. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Applicable Date" means the date determined pursuant to Paragraph 11 of this Declaration.

(b) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(c) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the Bylaws of the Corporation.

(d) "Bylaws" shall mean the Bylaws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation.

(e) "Common Area" means the ground designated as such upon the recorded Plat of Hayden Run.

(f) "Common Expense" means expenses for administration of the Corporation, expenses for the upkeep, maintenance, repair and replacement of the Common Area and Landscape Improvements and all sums lawfully assessed against the Members of the Corporation.

(g) "Corporation" means Hayden Run Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose Members shall be the Owners of Lots, or appointees as provided in Paragraph 11 of this Declaration; such

Corporation being more particularly described in Paragraph 11 of this Declaration. "Declarant" shall mean and refer to Centex Homes, a Nevada general partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(i) "Dwelling Unit" means one of the living units located upon a Lot.

(j) "Hayden Run" means the name by which the Real Estate, which is the subject of this Declaration, shall be known.

(k) "Landscape Maintenance Access Easement" shall mean and refer to those areas identified in any recorded Plat to be burdened by such easement. The landscaping located within the Landscape Maintenance Access Easement shall be maintained by the Corporation and the Corporation shall have an easement of ingress and egress on and over the areas adjacent thereto for the purpose of this maintenance obligation. The landscaping and other improvements planted or installed by the Declarant and/or the Corporation within the Landscape Maintenance Access Easement may not be removed by any Owner, nor may any Owner add any landscaping or improvements to such easement area without the prior approval of the Architectural Review Board.

(l) "Lot" means any plot of ground designated as such upon the recorded Plat of Hayden Run and upon which one (1) Dwelling Unit is constructed, may be

constructed or exists thereon. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(m) "Member" means a member of the Corporation.

(n) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

(p) "Plat" means the survey of Section 1 and the Lots, Common Areas, and easements located thereon, prepared by Stoepfelwerth & Associates Engineering, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of _____, 2002, recorded as Instrument No. ~~3000071381~~ in the Office of the Recorder of Hamilton County, Indiana, and incorporated herein by reference and any additional plat that may be filed, upon subjecting additional property to this Declaration.

(q) "Sign Landscape Easement" means those areas identified in any recorded Plat to be burdened by such easement. Each such area shall contain signage for the Hayden Run together with any landscaping associated with such signage in such area and any entrance walls or improvements constructed in such easement. The signage, entrance walls and improvements and landscaping located within the easement shall be maintained by the Corporation and the Corporation shall have an easement of ingress and egress on and over the areas adjacent thereto

for the purpose of this maintenance obligation. The signage, entrance walls and improvements and landscaping installed by the Declarant and/or the Corporation within the Sign Landscape Easement may not be removed by any Owner, nor may any Owner add any improvements to such area without the prior written approval of the Architectural Review Board.

(r) "Tract" means the real estate described in Paragraph B of the recitals above and such other portions of the Real Estate, and other property which have, as of any given time, been subjected to this Declaration, either by this Declaration or a Supplemental Declaration as herein provided.

(s) "Utility, Drainage and Sewer Easements" means the areas of ground on the Plat marked Drainage, Utility and Sanitary Sewer Easement; Drainage, Utility and Sewer Easement; and Drainage and Utility Easement. The Utility, Drainage and Sewer Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Corporation for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Utility, Drainage and Sewer Easements are hereby created and reserved for (i) the use of Declarant for access to and construction, maintenance, operation, repair and control of any retention and detention ponds and improvements comprising and/or related to the storm water drainage system, either by surface drainage or appropriate

underground installations, for the Real Estate and adjoining property and (ii) the use of the Corporation and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot subject to a Utility, Drainage and Sewer Easement shall be required to keep the Easement area on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without all necessary permits (whether local, state or federal) and prior written approval of the Declarant. The Utility, Drainage & Sewer Easements are hereby created and reserved for Declarant, the Hamilton County Highway Department, the Hamilton County Drainage Board, the Clay Township Regional Waste District, the City of Carmel and such other municipal bodies, agencies and entities as necessary. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph. Except as installed by Declarant or by third parties as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said Utility, Drainage and Sewer Easements.

2. Declaration. Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Section 1. Section 1 consists of 22 Lots numbered 1-22, inclusive, together with the Common Area and all Easements as designated on the Plat. The Common Area, Easements and the size of the Lots are as designated on the Plat.

4. Description of Hayden Run. Hayden Run may consist of not more than seventy (70) Lots numbered 1 through 70 inclusive, together with the Common Area and Easements as designated on the Plat. The Common Area, Easements and the size of the Lots are as designated on the Plat. The legal description for each Lot in Hayden Run shall be as follows:

Lot ___ in Hayden Run, a subdivision in Hamilton County, Indiana as per plat thereof recorded _____ as Instrument Number ____, in the Office of the Recorder of Hamilton County, Indiana.

5. Lot Boundaries and Access. The boundaries of each Lot in Hayden Run shall be as shown on the Plat. All Lots shall be accessed only from the interior streets of the Tract.

6. Common Area Common Area includes all the area designated as such on any recorded Plat of Hayden Run, including, but not limited to, the lakes, ponds, drainage areas and recreational areas (including walking paths or trails), if any, but excluding all Lots and Easements. Declarant has the right, but not the obligation, to construct recreational facilities in any of the Common Area, and if such facilities are constructed, such facilities shall be part of the Common Area.

7. Landscape Maintenance Access Easement. Declarant hereby declares, creates, grants and reserves the Landscape Maintenance Access Easement as shown on the Plat as a non-exclusive easement for the use of the Declarant and the Corporation for installation, maintenance

and removal of trees, shrubbery, flowers and other plantings, entryway signage, walls and other improvements and additional similar landscape improvements (all of which items, as existing from time to time, shall constitute "Landscape Improvements"). Except as installed by the Declarant or the Corporation, and except for any utility facilities or drainage facilities which may be installed in any easement that may now or hereafter be declared, granted or reserved in or upon any portion of the Real Estate and designated on the Plat as a Landscape Maintenance Access Easement, no structures, fences or other improvements shall be installed or maintained in or upon any Landscape Maintenance Access Easements. Notwithstanding the foregoing provisions of this Paragraph and the provisions of any Plat or other recorded instrument executed by Declarant designating a Landscape Maintenance Access Easement, a Landscape Maintenance Access Easement shall automatically terminate as to that portion of such easement area that is located within or upon any public right-of-way hereafter dedicated to the public upon the recording of a Plat or other instrument creating such public right-of-way.

8. Ownership of Common Area The Common Area shall be conveyed to or owned by the Corporation, and shall be held for the use and enjoyment of the Members, all of whom shall have the right and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to, the following:

(a) The right of the Corporation, upon approval by a written instrument signed by two-thirds of all Class A Members, two-thirds of all Class B Members and by two-thirds of all first mortgagees, to dedicate or transfer all or any part of the

Common Area to any public agency, authority or utility for such Common Area purposes and subject to such conditions as may be agreed by the Corporation.

(b) The right of the Corporation to adopt such rules and regulations regarding the Common Area as it deems necessary as provided in Paragraph

(c) The Common Area in Hayden Run shall be conveyed to or owned by the Corporation on the Applicable Date or earlier, free and clear of all liens and encumbrances except for platted or recorded easements and real estate taxes not yet due and payable; provided, however, that the conveyance of the Common Area to the Corporation shall not prevent Declarant from improving the Common Area as Declarant deems appropriate (including, but not limited to construction of lakes and recreational facilities, including any recreational or similar facilities which are solely for the benefit of a particular section of Hayden Run) at any time prior to the Applicable Date.

9. Delegation of Use of the Common Area. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment and use of the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on any Lot.

10. Easements in Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in the Common Area and Easements. Such easement and right to use

shall pass with title to the Lot even though not expressly mentioned in the document passing title.

An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Area, Easements and Lots to perform its duties; provided, however, except in the case of an emergency, reasonable notice shall be given the Lot Owner.

11. Corporation; Membership; Voting; Functions

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases at which time his membership shall terminate and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation

(b) Voting Rights. The Corporation shall have two (2) classes of membership with the following voting rights:

(i) Class A. Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to four (4) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of (i) the date upon which the written resignation of the Class B Members as such is delivered to the resident agent of the Corporation, (ii) the date when seventy-five percent (75%) of all Lots in all platted and/or planned sections of Hayden Run have been conveyed by Declarant, or (iii) May 31, 2009.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area, to pay taxes assessed against and payable with respect to the Common Area and to pay any other necessary expenses and costs in connection with the Common Area and to perform such other functions as may be designated for it to perform under this Declaration.

12. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or is a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 12.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: Tom Kutz, Mike McClure and Joe Reel (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in this Declaration, the

Articles or the Bylaws (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any method shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the Bylaws or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

(c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting

the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph 12, at least one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, the Board of Directors will consist of three (3) members, elected by the Owners. Each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date (which, if appropriate, may be a special meeting) one (1) member of the Board of Directors shall be elected for a three (3) year term, one (1) member for a two (2) year term, and one (1) member for a one (1) year term so that the terms of at least one-third (1/3) of the members of the Board shall expire annually. If such election is at a special meeting, the Directors elected shall serve for the applicable period plus the time from the special meeting to the first annual meeting. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph 12 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by

vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph 12. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

(e) Removal of Directors.

A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Corporation, the management, maintenance, repair, upkeep and replacement of the Common Area and Landscape Improvements (unless the same are otherwise the responsibility or duty of Owners) and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the

"Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(i) Protection, surveillance and replacement of the Common Area; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(ii) Landscaping, maintenance and upkeep of the Common Area and Landscape Improvements(except as is otherwise the obligation of an Owner);such maintenance obligation specifically includes, but is not limited to, walking paths or trails (including that portion of the path or trail which is included in any right of way) signage, drainage areas and facilities, ponds and lakes.

(iii) Assessment and collection from the Owners of each Owner's respective share of the Common Expenses;

(iv) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(v) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(vi) Procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(vii) Paying taxes assessed against and payable with respect to the Common Area and paying any other necessary expenses and costs in connection with the Common Area;

(g) Powers of the Board of Directors.

The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (i) To employ a Managing Agent to assist the Board in performing its duties;
 - (ii) To purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
 - (iii) To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
 - (iv) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;
 - (v) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
 - (vi) To open and maintain a bank account or accounts in the name of the Corporation;
 - (vii) To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Tract and the Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners. Such rules and regulations may provide that an Owner's failure to comply with such rules and regulations may result in (i) the imposition of fines by the Corporation against such Owner; and/or (ii) such Owner losing the right to use the Common Area and related facilities.
- (h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total

expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

- (i) Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (ii) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget; and
- (iii) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any

action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in actions, suits or proceedings where such Director is adjudged liable for bad faith, gross negligence or wilful misconduct in the performance of his duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(1) Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the

Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

13. Initial Management. The Initial Board of Directors has entered or will hereafter enter into a management agreement with Declarant or a corporation or other entity affiliated with Declarant or a third party management company for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice under which Declarant, such affiliate of Declarant or such third party management company will provide supervision, management and maintenance of the Common Area (except as such is the obligation of the individual Owners) and in general, perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years. Such management agreement is or will be subject to termination by Declarant (or its affiliate as appropriate) at any time prior to expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties and obligations. Notwithstanding anything to the contrary contained herein, so long as a management agreement is in effect, Declarant shall have and Declarant hereby reserves to itself the exclusive right to manage the Tract and perform all the functions of the Corporation.

14. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Real Estate or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Real Estate or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Real Estate or part thereof assessed as a whole. Real estate taxes assessed on the improvements on the Real Estate shall be paid by the Owner of such improvements. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

15. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

16. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Area and Landscape Improvements (except as such is the obligation of the individual Owners) shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. After the Applicable Date and for so long as the Declarant owns any Lot(s), Declarant may, upon five (5) days notice to the Corporation, undertake any maintenance, repair or upkeep which the Corporation is obligated, but has failed, to undertake. Declarant may then bill the Corporation for the cost of such

maintenance, repair or upkeep. Such bill, if not paid by the Corporation within thirty (30) days of receipt, shall bear interest at the rate of (12%) per annum.

Each Owner shall be responsible for maintaining and keeping his Lot, Dwelling Unit, and all other structural improvements located on his Lot in a good, clean, neat, sanitary and well maintained condition and shall do such work thereon as is required to cause such Lot and structural improvements to be so maintained. The obligation to maintain a Lot shall exist, whether or not a Dwelling Unit exists on such Lot, and the Owner of such Lot shall keep such Lot maintained in the same manner as such Lot would be maintained if a Dwelling Unit existed thereon.

Each Owner shall also maintain (i) the dusk-to-dawn lights installed on his Lot in good working condition, including but not limited to, replacement of photo cells; (ii) the mailbox and post installed on his Lot in good working condition; and (iii) any trees originally planted on his Lot in the area adjacent to the sidewalk ("Street Trees"). Any repair or replacement of mailboxes and/or posts shall be of the same design and quality as originally installed by Declarant. In the event any Street Tree dies, the Owner of such Lot shall be responsible for replacing, at Owner's expense, the Street Tree with a substantially similar tree, meaning a tree of the same species as the original Street Trees and with a minimum caliper of two and one-half(2½) inches. Each Owner shall be responsible for the maintenance of the Street Trees located on his Lot.

Notwithstanding any obligation or duty of the Corporation to repair or maintain the Common Area or Landscape Improvements, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other

occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

If any Owner shall fail (i) maintain and keep his Lot, Dwelling Unit and other structural improvements located on his Lot in a good, clean and sanitary condition as determined by the Board of Directors or (ii) comply with the terms of this Paragraph 16, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's Lot.

So long as the Tract is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right, in the form of a permanent easement, to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair, landscaping or other work contemplated herein.

17. Architectural Control

(a) The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3)

or more persons. Until the Applicable Date, the Architectural Review Board shall be the Initial Board of Directors. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors and may be different than or the same as the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Tract (including the Common Area, Easements, Landscape Improvements and Lots) and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and improvements.

(c) Conditions. No improvements, alterations, excavation or changes in grade or other work which in any way alters any Lot or the exterior of any Dwelling Unit or other improvement thereon shall be made or done without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. There shall be no requirement that the Architectural Review Board approve the initial construction of a Dwelling Unit on a Lot. No building, fence, wall, Dwelling Unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the plans by the Architectural Review Board other than the initial construction of a Dwelling Unit and other improvements provided the plans for such construction are approved by Declarant.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all

plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a majority vote.

18. Assessments

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an accounting group approved by the Board, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next fiscal year. At the annual meeting of the Owners, notwithstanding any other provision in this Declaration, the Articles or the Bylaws, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of those Owners present either in person or by proxy; provided, however,

that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and Landscape Improvements that must be repaired and replaced on a periodic basis, which replacement reserve fund shall be used for those purposes and not for usual and ordinary maintenance expenses. By way of example only, the replacement reserve fund will be used for repairing and replacing items such as pumps, filters, landscaping (other than annual plantings and mulch), equipment, playground facilities and clubhouse furnishings and equipment. Usual and ordinary expenses which will not be paid out of the replacement reserve fund include but are not limited to, snow removal, fertilization, annual plantings, mulch, and preventive maintenance contracts. Such replacement reserve fund shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hamilton County, Indiana selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any

manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments and Additional Assessments for Duplex Units based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) Regular Assessments.

The annual budget, as adopted by the Owners, shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment, against each Lot equal to the Common Expenses multiplied by a percentage equal to one divided by the total number of Lots in the Tract. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"); provided however, that any Regular Assessments, Special Assessments or Additional Assessments may be applied to Lots owned by Declarant only with the written consent of Developer which written consent shall not be inferred or implied by Declarant's execution and recordation of this Declaration. In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be

equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as herein provided. The Regular Assessment against each Lot shall be paid in advance in two equal semi-annual installments with the first payment due on the first day of the first month of each fiscal year. Payment of the semi-annual installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, the Owners may elect to pay assessments annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget:

(i) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 19 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Semi-annual installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

(e) Additional Assessments. In the event that Declarant constructs any recreational or similar facilities which recreational or similar facilities are for the sole benefit and use of the Owners of Lots in a particular section of Hayden Run, the expenses associated therewith shall be an Additional Assessment. Any Additional Assessment will be assessed against each Lot in that section in an amount equal to the expenses multiplied by a percentage equal to one (1) divided by the total number of Lots in the affected section. Such Additional Assessment shall be included in the annual budget and shall be due at the same time as the Regular Assessment. In the event the Additional Assessment for a particular fiscal year of the Corporation was based upon a temporary budget, any

adjustment shall be done in the manner provided for Regular Assessments under Paragraph 18 (c).

(f) Regular Assessments Prior to the Applicable Date. During the period that Declarant is selling Lots and Dwelling Units are being constructed within the Tract, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly and notwithstanding any other provision contained in the Declaration, the Articles or the Bylaws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments, Additional Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Paragraph 18.

Prior to the Applicable Date, the Corporation will enter into a management agreement with Declarant or a corporation or other entity affiliated with Declarant or a third party management company (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of Paragraph 13 of this Declaration. So long as such management agreement remains in effect, the Common Expenses or Regular Assessments shall be paid by Owners to Management Agent. Management Agent shall guarantee that until the earlier of (1) the termination of said management agreement, or (2) December 31, 2002, the yearly Regular Assessment shall

not exceed \$70. After December 31, 2002, assuming that said management agreement has not been terminated) and so long thereafter as said management agreement remains in effect and Management Agent continues to perform such functions, Management Agent guarantees that the yearly Regular Assessment shall not exceed the amount of the Guaranteed Charge, plus (1) the greater of an amount representing an increase thereof to reflect any increase in the Consumer Price Index (all items - all cities) published by the United States government over such index as existed in the month of December, 2002, or (2) ten percent (10%). The amount to be added to the Guaranteed Charge shall be in an amount equal to the same percentage of the Guaranteed Charge as the percentage increase in said Consumer Price Index or ten percent (10%), whichever is greater, or if Declarant so determines a lesser amount. Such adjustments to the Guaranteed Charge shall be made annually on the first day of each fiscal year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such yearly charge shall, during such guaranteed period, entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments, or, if sufficient, the replacement reserve fund.

Prior to the Applicable Date, ten percent (10%) of the Regular Assessment shall be deposited into the replacement reserve fund (as established by Paragraph 18 (b)) until the balance of such replacement reserve fund is \$25,000.00. Thereafter, deposits into the replacement reserve fund will cease unless and until expenditures are made from such fund, at which time ten percent (10%) of the Regular Assessments will again be deposited into such fund until the balance of such fund again reaches \$25,000.00. After the Applicable Date, ten percent (10%) of the Regular Assessment will be deposited into the replacement reserve fund regardless of the balance of such fund.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to the replacement reserve fund shall be held by the Initial Board and if required, applied to the repair and replacement of the Common Area and Landscape Improvements as also described in Paragraph 18(b). To the extent that such replacement reserve fund is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of the Regular Assessment prior to the Applicable Date with respect to each Lot shall commence on the date of conveyance of such Lot by Declarant to such new owner ("Commencement Date"). The first payment shall be payable on the Commencement Date prorated to the first day of the month when the next semi-annual payment is due. Thereafter, payment of the Regular Assessment shall be paid semi-annually beginning with the first day of the fiscal year or the first day of the seventh calendar month of the fiscal year, as applicable.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 13 of this Declaration and to adhere to and abide by the same.

Neither the Declarant, or any builder constructing Dwelling Units within the Tract shall be assessed any portion of any Regular, Special or Additional Assessment prior to the Applicable Date.

(g) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments, Additional Assessments and Special Assessments or from contributing toward the Common Expenses or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular, Additional and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment, Additional Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment, Additional Assessment or Special Assessment when due the Board may, in its discretion, accelerate the entire balance of unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the

contrary. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment, Additional Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate as announced by Bank One, Indianapolis, NA, from time to time by (or if said bank is no longer in existence then such rate charged by a national bank in Hamilton County, Indiana, selected by the Board of Directors) during the unpaid period plus three percent (3%).

(h) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment, Additional Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof.

from liability for any installments of Regular Assessments, Additional Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments, Additional Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

(i) Default. Subject to the provisions of the mortgage documents, a failure of an Owner to pay any Regular Assessment, Additional Assessment or Special Assessment as provided herein shall not constitute a default under such mortgage documents.

19. Mortgages and Unpaid Assessments.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee, as may be otherwise required by this Declaration, the Bylaws or otherwise, shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments, Additional Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 18 hereof.

(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and (2) to pay any overdue premiums on hazard insurance for the Common Area or to secure new hazard insurance for the Common Area on the lapse of a policy. Any mortgagee making such payment shall be owed immediate reimbursement by the Corporation.

20. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Common Area and Landscape Improvements in an amount equal to the full replacement value of the improvements which in whole or in part, comprise the Common Area and Landscape Improvements, unless the Board determines that a lesser amount of insurance is appropriate. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to Mortgagees.

Each Owner shall be solely responsible for loss or damage to his Dwelling Unit and the contents thereof, however caused, and his personal property stored elsewhere on

the Tract and the Corporation shall have no liability to the Owner for such loss or damage. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors

his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

(e) Owners to Maintain Insurance. Each Owner of a Dwelling Unit shall at all times maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of such Dwelling Unit.

21. Casualty and Restoration of Common Dwelling Area.

In the event of damage to or destruction of any of the Common Area or Landscape Improvements due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area or Landscape Improvements, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area or Landscape Improvement to as near as possible the same condition as it existed immediately prior to the damage or destruction.

22. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units, Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family. No Lot shall be subdivided to form lots of less area.

(b) All Dwelling Units shall have the minimum square footage of finished living area (exclusive of garages, carports, basements and porches) required by the Primary Plat Approval for the Hayden Run and/or applicable zoning and subdivision laws.

(c) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Area which will cause an increase in the rate of insurance on any Common Area. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted on any Lot.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any Dwelling Unit or building. No sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Dwelling Unit without the prior written consent of the Architectural Review Board. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time solely for the purpose of advertising a property for sale, and except that Declarant may use larger signs during the sale and development of the Tract.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area or any of the Easements, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance.

(g) All rubbish, trash or garbage shall be stored in closed sanitary containers, shall be regularly removed from the premises, and shall not be allowed to accumulate.

(h) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Tract; provided, however, that notwithstanding the foregoing, lawful home offices and home business activities conducted by the Owner of such Dwelling Unit are permissible provided all of the following conditions are met:

(i) there is not significant increased traffic in and around the Tract as a result of such use or activity;

(ii) no signs, billboards, or other advertising materials are displayed or posted on the exterior of any Dwelling Unit or anywhere else on the Tract;

(iii) the use or activity does not violate existing zoning laws;

(iv) the use or activity does not violate any of the other provisions of this Declaration, including, but not limited to, this paragraph 22;

(v) the Owner of the Dwelling Unit shall maintain all necessary casualty and public liability insurance; and

(vi) such use or activity is conducted during reasonable hours.

(i) No structure of a temporary character, trailer, boat, camper, bus or tent shall be maintained on any Lot, nor shall any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters either temporarily or permanently.

(j) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules

and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area.

(k) No boat docks, decks, rafts or similar structures or improvements shall be permitted on or near the lakes. No Owner of any Lot shall do or permit to be done any action or activity which could result in the pollution of the lakes, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper lake management or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Hayden Run. No Owner, members of their families, guests or invitees or occupants of any Dwelling Unit or other persons entitled to use the same, may swim, boat, ice skate or engage in similar activities on the lake.

(l) No boats, campers, trailers of any kind, busses, mobile homes, recreational vehicles, trucks (larger than 3/4 ton), motorcycles, minibikes or mopeds shall be permitted, parked or stored anywhere within the Tract, unless stored completely enclosed within a garage. No repair work shall be done on the Tract on any vehicles, including passenger automobiles unless completely enclosed within a garage.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area or Easements, except with express prior permission from the Board.

(n) The Common Area shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(o) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

(p) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

(q) There are designated on the Plat building lines. Except as required for utilities to serve the Tract or a Lot, no building or structure will be permitted within this no-build area.

(r) Each Owner by acceptance of a deed to a Lot shall be deemed to have waived such Owner's right to remonstrate against annexation of all or any portion of the Tract.

(s) No detached structure shall be maintained on any Lot except with the express prior permission from the Architectural Review Board.

(t) Any fences to be constructed on a Lot must be constructed in accordance with the provisions hereof and must be approved by the Architectural Review Board prior to the installation of any fence. The Architectural Review Board will not approve any fence unless it complies with the following requirements:

(i) the fence is located in the rear yard of the Lot (the fence shall adjoin the rear side of the Dwelling Unit); there shall be no fences whatsoever constructed in the front yard of any Lot;

(ii) the fence shall be either a four (4) foot black vinyl fence; six (6) foot wood, shadowbox or dog-eared fence; or a wood fence constructed with cedar treated gothic top spaced picket panels (42"x8" panels with 3-3/8" pickets and no more than 2-1/2" between pickets), as more particularly shown on Exhibit C attached hereto and incorporated herein (the "Picket Fence").

(iii) there shall be no fences or any other permanent improvements constructed in any part of any Lot which is part of the Common Area.

(iv) only Picket Fences (as described in (ii) above and shown on Exhibit C) will be allowed on any Lot adjoining a lake, a trail or any part of the Common Area.

(u) Unless otherwise required by the Architectural Review Board, all fences must be located on the property line and must adjoin any existing fence(s) on adjacent Lot(s).

(v) Any fence approved by the Architectural Review Board for any Lot which contains a Landscape Maintenance Access Easement must also comply with Paragraph 7 herein.

(w) No antenna, satellite dishes or other device for the transmission or reception of radio, television or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground whether attached to a Dwelling Unit or otherwise on any Lot without the written approval of the Architectural Review Board.

(x) No above ground swimming pools shall be erected, constructed or installed on any Lot. The construction of any in ground pool, hot tub or spa requires the prior written approval of the Architectural Review Board.

Notwithstanding the foregoing, any such device may be installed and maintained on any Lot without the written approval of the Architectural Review Board if (i) it is not visible from neighboring Lots, streets or Common Area; or (ii) the Owner prior to installation has received the written consent of the Owners of all Lots who would have views of the device from their Lots and presented such consents to the Architectural Review Board; or (iii) the device is virtually indistinguishable from structures, devices or improvements such as heat pumps, air conditioning units, barbeque grills, patio furniture and garden equipment which are allowed by this Declaration; or (iv) it is a satellite dish two (2) feet or less in diameter.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have, until the Applicable Date, the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant

shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Tract at any time.

23. Expanding the Real Estate That is Subject to the Declaration. The Real Estate that is described herein as Section 1 (in paragraph B of the recitals of this Declaration) is the Real Estate being subjected to this Declaration and constitutes Section 1 of the general plan of development of the Real Estate. The balance of the Real Estate is the additional real estate that Declarant has the right to subject to the terms and provisions of this Declaration. The maximum number of Lots which may be developed on the Real Estate is seventy (70), including the Lots in Section 1. Subject to said limit as to the maximum number of Lots to be developed on the Real Estate, and the obligations and restrictions contained in this Declaration, Hayden Run may be expanded by Declarant to include additional portions of the Real Estate in one or more additional Sections by the execution and recording of one or more amendments or supplements to this Declaration and one or more final plats; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from time to time further expanding Hayden Run to include other portions of the Real Estate and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before May 31, 2009. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Hayden Run beyond Section 1 or any

other portion of the Real Estate which Declarant may voluntarily in its sole discretion, from time to time, subject to this Declaration by amendments or supplements to this Declaration as provided above. Simultaneously with the recording of the amendments or supplements to this Declaration expanding Hayden Run, Declarant shall record an additional plat encompassing the portion of the Real Estate to be subjected to this Declaration. To the extent allowed under applicable law, Declarant reserves the right to add additional contiguous real estate to the Real Estate, which additional real estate may, in Declarant's discretion, have the use and benefit of the Common Areas provided herein. On the filing of a supplement to this Declaration, the portion of the Real Estate or other real estate described in such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration. To the extent that there are any inconsistencies or discrepancies between any Plat and this Declaration or any amendment or supplements thereto, the terms of this Declaration shall control.

24. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(b) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(c) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(d) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

(e) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided however, that prior to the Applicable Date all proposed amendments shall require the written consent of the Declarant. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(f) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 19 with respect to casualty insurance to be maintained by the Corporation, or (3) the provisions of Paragraph 21 of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of Paragraph 17 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of Paragraph 18 of this Declaration with respect to the commencement of assessments on any Lot, or (6) the provisions of Paragraph 24b of this Declaration with respect to amendments solely by

Declarant without, in each and any of such circumstances, the unanimous approval of all Owners, including Declarant so long as Declarant owns any Lot, and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(g) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

(h) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this

Declaration into compliance with any statutory requirements or (d) to correct clerical, typographical or other errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 24 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 24 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Tract.

(i) HUD Approval. Notwithstanding anything elsewhere contained herein or in any other document, so long as there are Class B Members, HUD shall have the right to review and approve amendments or changes to the Declaration and related documents relating to the following:

- (i) Expansion of Hayden Run.
- (ii) Mergers and consolidation of any Real Estate, Common Area or the Association relating to Hayden Run.
- (iii) The mortgaging or dedication of the Common Area.
- (iv) The dissolution or amendment of the Declaration and related documents.

Specifically, HUD shall have the right to veto any amendments to the Declaration proposed by Declarant for so long as the Class B membership exists.

25. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles, and the Bylaws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation.

27. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

28. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or Limited Common Area or by abandonment of his Lot.

29. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

30. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

31. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

32. The Plat. The Plat of Hayden Run Section 1 is incorporated into this Declaration by reference and has been filed in the office of the Recorder of Hamilton County, Indiana, of even date herewith.

33. Annexation. Each Owner, by the acceptance of a deed to a Lot, consents to annexation of the Tract to the City of Carmel and agrees not to remonstrate against any proposal for such annexation.

34. Collector Road System. Declarant hereby advises all interested persons and all Owners that the north-south street which runs through Hayden Run has been designed and is intended to be part of a collector road system which will connect 126th Street to and through Hayden Run and to other neighborhoods north of Hayden Run to 141st Street. Each Owner, by the acceptance of a deed to a Lot, acknowledges such fact and agrees not to challenge or inhibit such use of this road.

35. Future Construction of Recreational Facilities. Declarant intends to purchase certain additional real estate adjacent to and/or in the same general area as the Real Estate (the "Additional Real Estate"). Declarant intends to develop such Additional Real Estate as residential subdivisions. Declarant further intends to construct on a portion of the Additional Real Estate certain recreational facilities including, but not limited to, a pool and a bathhouse (the "Recreational Facilities"). To be included as part of the annual budget and the Regular Assessment will be an amount for Recreational Facilities Expenses ("Recreational Facilities Expenses"). Recreational Facilities Expenses are the expenses associated with the upkeep, maintenance, repair and replacement of the Recreational Facilities. The Recreational Facilities

Expenses will be divided equally among all Lots in Hayden Run and all lots in the residential subdivisions developed by Declarant on the Additional Real Estate which have the right to use the Recreational Facilities. Upon the construction of the Recreational Facilities, the Owners of Lots in Hayden Run will have the right to use such Recreational Facilities subject to the reasonable and uniform rules and regulations of the Declarant, the Corporation and/or the corporation of the residential subdivision in which the Recreational Facilities are located.

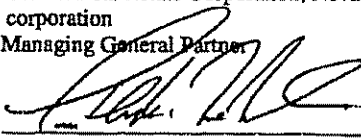
The Corporation shall include as part of the Regular Assessment applicable to the Lots in Hayden Run, the Recreational Facilities Expenses applicable to each Lot. Upon collection of the Regular Assessment, the Corporation shall remit the amount applicable to the Recreational Facilities Expenses to the corporation for the residential subdivision in which the Recreational Facilities are located. However, the inclusion of the Recreational Facilities Expenses in the Regular Assessment and the obligation of the Corporation to remit such amount shall not in any way make the Corporation liable for the Recreational Facilities Expenses if such amount is not paid by an Owner.

The acquisition and development of the Additional Real Estate and the construction of the Recreational Facilities is entirely at the discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to purchase and/or develop any portion of the Additional Real Estate and/or the Recreational Facilities.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, Nevada corporation
Its: Managing General Partner

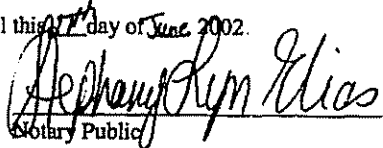
By: 
Timothy K. McMahon, Division President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the division president of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of Hayden Run Property Ownership" on behalf of said Corporation and general partnership.

Witness my hand and Notarial Seal this 17th day of June, 2002.




Notary Public
Stephany Lyn Elias
(Printed Signature)

My Commission Expires January 30, 2009

My County of Residence: Marion

This instrument prepared by Tammy K. Haney, Attorney-at-Law, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.

EXHIBIT "A"

REAL ESTATE

Part of the North Half of the Southwest Quarter and part of the North Half of the South Half of the Southwest Quarter of Section 29, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 29, Township 18 North, Range 3 East thence North 89 degrees 35 minutes 33 seconds East (assumed bearing) on and along the North line of said Southwest Quarter 1555.47 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 35 minutes 33 seconds East on and along said North line 1,098.13 feet to the East line thereof; thence South 00 degrees 00 minutes 34 seconds West on and along said East line 1981.12 feet to the South line of the North Half of the South Half of said Southwest Quarter Section; thence South 89 degree 47 minutes 09 seconds West on and along said South line 1100.00 feet; thence North 00 degrees 00 minutes 59 seconds East parallel with the aforesaid East line 1977.41 feet to the place of beginning, containing 49.980 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

EXHIBIT "B"

SECTION ONE

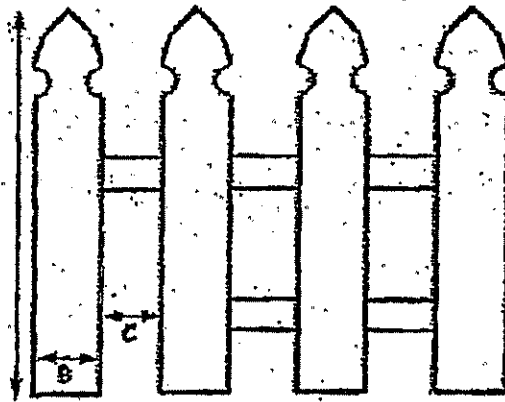
HAYDEN RUN
SECTION 1

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Southwest Quarter of Section 29, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter; thence North 89 degrees 35 minutes 32 seconds East (assumed bearing) 1,554.58 feet to the POINT OF BEGINNING; thence North 89 degrees 35 minutes 32 seconds East along the North line of said Half Quarter Section 1,100.02 feet to the Northeast corner of said Quarter Section; thence South 00 degrees 00 minutes 34 seconds West along the East line of said Half Quarter Section 1,510.88 feet; thence North 89 degrees 59 minutes 34 seconds West 100.00 feet; thence North 89 degrees 59 minutes 34 seconds West 345.37 feet; thence North 30 degrees 45 minutes 25 seconds East 38.75 feet; thence North 59 degrees 51 minutes 57 seconds West 205.00 feet to a point on a curve concave westerly, the radius point of said curve being North 58 degrees 51 minutes 57 seconds West 285.00 feet from said point; thence northerly along said curve 72.14 feet to the point of tangency of said curve, said point being South 75 degrees 27 minutes 50 seconds East 285.00 feet from the radius point of said curve; thence North 75 degrees 27 minutes 50 seconds West 128.08 feet; thence North 07 degrees 52 minutes 11 seconds East 189.08 feet; thence North 81 degrees 38 minutes 57 seconds West 192.77 feet; thence North 24 degrees 55 minutes 09 seconds West 92.07 feet; thence North 49 degrees 33 minutes 28 seconds West 87.64 feet; thence North 78 degrees 12 minutes 20 seconds West 94.48 feet; thence South 73 degrees 08 minutes 47 seconds West 94.48 feet; thence South 44 degrees 29 minutes 55 seconds West 127.87 feet; thence North 00 degrees 00 minutes 34 seconds East parallel with the aforesaid East line 749.48 feet to the place of beginning. Containing 24.867 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

EXHIBIT "C"
FENCE REQUIREMENTS

Cedar Treated
Gothic Top
Spaced Picket Fence
(42" X 8')



A = 42" (with a picket height of no more than 40")
B = 3 3/8"
C = 2 1/2"

REC'D
OCT 14 2002
HAMILTON CO.
HIGHWAY DEPT.

NC
6

HCHD# M-02-0050

Instrument
200200081419

AGREEMENT REGARDING LANDSCAPE SPRINKLER SYSTEM IN RIGHT-OF-WAY

Document Cross Reference No.

Plat Recorded as Instrument # 200200071381 P.C. No. 3 Slide 56

Covenants Recorded as Instrument # 200200071380

This Agreement entered into on the dates set out herein, between Hamilton County, Indiana, by and through the Board of Commissioners of Hamilton County, Indiana, (hereinafter referred to as the A County@) and CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP (hereinafter referred to as AOwners@ or the AOwner@).

WITNESS THAT:

WHEREAS, the County owns or has jurisdiction over the right-of-way for the roadway commonly known as 131ST STREET AND TUSCANY BLVD. which is located in CLAY Township, Hamilton County, Indiana; and

WHEREAS, the Owner is the owner of HAYDEN RUN SECTION 1 which property is described in and recorded as the SECONDARY PLAT recorded in the Office of the Hamilton County Recorder, Hamilton County, Indiana, as Instrument 200200071381 and, which is incorporated hereto by reference and made a part hereof, hereinafter referred to as Athe Property@; and

WHEREAS, the Owner, at his own expense, desires to install in the right-of-way for 131ST STREET + TUSCANY BLVD landscape sprinkler system, hereinafter referred to as Athe System@ to serve the property, and the County is willing to permit such installation under the terms and conditions as set out herein.

THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration by and between the parties as follows:

1. The County grants unto the Owner the right to install, maintain, and replace, a sprinkler system, within the right-of-way of 131ST STREET + as outlined below:

TUSCANY BLVD.

200200081419
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
10-30-2002 09:06 AM
ASREE NC .00

The initial placement of the System may be within the right-of-way and shall be approved by the Hamilton County Engineer.

2. In connection with the installation of the System, the Owner shall comply with the road cut ordinance of Hamilton County by obtaining the permits, posting the bonds, and restoring the right-of-way, as are required by the Hamilton County Highway Department, and the Hamilton County Engineer.

3. The County shall have no duty to maintain or relocate the System, if necessitated by any future public improvement of ^{131st STREET +} ~~TUSCALOOSA BLVD.~~. In the event there is a need for maintenance or relocation of the System, the Owners shall comply with the County's road cut ordinance, or any other applicable ordinance, and obtain any permits necessary to conduct such work. Any relocation may be accomplished, at Owner's option, by installation of a replacement System and removal of the original System.

4. In the event it becomes necessary for all, or any part of the System to be relocated to accommodate any future public improvements to ^{131st STREET +} ~~TUSCALOOSA BLVD.~~, the County may notify the Owner of the need to relocate the System if they are aware that the System is in conflict with the proposed road improvements. Because the System is not covered by the utility locate system, the County cannot insure its detection as a conflict.

5. In the event the Owner fails to relocate the System upon notification by the County, or the County does not detect in advance that the System is in conflict with the road project, the County shall be permitted to commence any work within the right-of-way and in the event that the System is damaged, or in any way made inoperable by said work, the County, their agents, successors, or assigns shall have no liability to the Owners, for any direct, or consequential damages, arising out of the Owner's use, or lack of use, of the System.

6. Nothing herein shall be construed as imposing a duty upon the Owners to relocate the System. Also nothing herein shall be construed as imposing a duty upon the County to notify the Owners of proposed construction or maintenance conflicts with the System. The County will not have any duty to

stop a roadway maintenance or construction project to allow the owner time to relocate the System. The Owners shall have no cause of action against the County and shall indemnify and hold the County harmless for any direct or consequential damages arising out of any damage to the System. The Owners shall have no recourse through the County to recover damages to the System made by a third party performing either permitted or unpermitted work within the right-of-way. It shall be the Owner=s exclusive duty and obligation to have the System located at its own cost for any entity entitled or permitted to work in the road right-of-way. The Owner shall have no course of action to recover damages against any entity entitled or permitted to work in the right-of-way who damages the System. The Owner shall indemnify and hold harmless the County for any legal actions brought against the County as a direct or indirect result of allowing the System within the right of way. The Owner shall reimburse the County for all legal costs incurred in the enforcement of this agreement and/or in defending the County against any legal actions brought against the County, which are a direct or indirect result of the County allowing the System to be located within the County right of way.

7. The reciprocal rights and duties under this Agreement shall be binding, on the Owners, the ^{Center}Homes, their agents, heirs, assigns, and successors in interest of the real property shown as ~~Hamilton Row~~ ^{Hamilton Row SECTION 1} and shall run with the land. The duties and rights accrued of the County under this Agreement shall be binding to the County, their agents, assigns, contractors, successors, and any successor municipal corporation exercising control over the right-of-way of ^{131st Street +} ~~Tusculum Blvd.~~

8. The parties agree that this Agreement shall be recorded in the Offices of the Hamilton County Recorder.

9. All notices under this Agreement shall be mailed to the following addresses:
Board of Commissioners of Hamilton County
33 North 9th Street
Suite L21
Noblesville, Indiana 46060-2200

Center Homes (Owner=s name)

6602 E. 75TH STREET, SUITE 100 (Owners address)
INDIANAPOLIS, IN 46250

10. The undersigned as signatories for the Owner acknowledge that they have been duly authorized to enter into this Agreement by the CENTEX HOMES, ANEVADA GENERAL PARTNERSHIP, which Association was duly formed by the Covenants and restrictions of the HAYDEN RUN SECTION 1 which is recorded in the Office of the Hamilton County Recorder, Hamilton County, Indiana, as instrument _____

They further covenant and agree that all necessary and requisite actions of the ~~Centex Homes~~ HAYDEN RUN HOA c/o CENTEX HOMES have been taken to obligate the Association under the terms of this Agreement, and that they agree on behalf of the Association to pay any and all costs which may be subsequently imposed upon the Association by this Agreement. They further acknowledge that the Association has the authority to impose an assessment upon the lot owners within the ^{HAYDEN RUN} SECTION 1 and agree on behalf of themselves and their successors to impose an assessment to pay all costs which may be subsequently imposed upon the Owner under this Agreement.

IN WITNESSES WHEREOF, the parties have executed this document of the dates set out herein.

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Sharon R. Clark, President

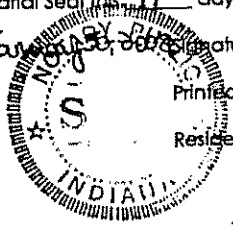
Sharon R. Clark

Printed: Greene Lecher

STATE OF Indiana)
SS: ACKNOWLEDGMENT
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Kutz who acknowledged the execution of the foregoing Agreement to be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 11th day of October, 2008
My Commission Expires: January 30, 2012 Signature: Stephany Lyn Elias
Printed: Stephany Lyn Elias, Notary Public
Resident of Marion County, Indiana



This instrument prepared by Michael A. Howard, Attorney at Law
FAUSER\PIA\FORMS\Agreement\Spinkler (blank) 3-15-02.doc

1800
⑤
2003mc

200300081941
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
08-14-2003 At 01:49 pm.
AMEND DECL 18.00

Section Two

**FIRST AMENDMENT TO AND
SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
HAYDEN RUN PROPERTY OWNERSHIP**

THIS FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION (the "First Amendment and Supplemental Declaration") made this 11 day of June, 2003, by Centex Homes, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation, its managing general partner ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Hamilton County, Indiana, to-wit:

See legal description attached hereto made a part hereof and marked Exhibit A (hereinafter referred to as "Hayden Run Section Two").

B. On or about June 27, 2002, Declarant executed a Declaration of Covenants and Restrictions of Hayden Run Property Ownership which was recorded in the Office of the Recorder of Hamilton County, Indiana on September 30, 2002, as Instrument No. 200200071380 (referred to as the "Declaration"). The Declaration is incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this First Amendment and Supplemental Declaration.

C. Pursuant to Paragraph 24(h) of the Declaration, Declarant desires to amend the Declaration to provide for a Public Pedestrian Access Easement (as defined herein).

D. Additionally, Hayden Run Section Two is part of the Real Estate described in Paragraph A of the recitals of the Declaration. Paragraph 23 of the Declaration provides that all or part of the Real Estate may be annexed to Hayden Run Property Ownership, incorporated into the Declaration and the Owners thereof become members of Hayden Run Property Ownership in accordance with the conditions in Paragraph 23 of the Declaration and the filing of a supplemental declaration by Declarant. All conditions relating to the annexation of Hayden Run Section Two to the Tract of Hayden Run Property Ownership have been met, and Declarant, by execution of this First Amendment and Supplemental Declaration, hereby incorporates Hayden Run Section Two into Hayden Run Property Ownership.

NOW, THEREFORE, the Declaration is amended and supplemented as follows:

1 Amendments to the Declaration:

a. Paragraph 1 of the Declaration shall be amended by adding the following language:



(t) "Public Pedestrian Access Easements" ("PPAE") means those paved, asphalt areas only within a PPAE identified in any recorded Plat to be burdened by such easement. The PPAE is hereby created and reserved as shown on the Plat as a non-exclusive easement for the use of the Declarant, the Corporation, the Owners and members of their families, their guests or invitees, including all occupants of any Dwelling Unit, and any other persons who have the right to use or enjoy the PPAE (collectively, the "PPAE Users"). The PPAE shall be maintained by the Corporation and the Corporation shall have an easement of ingress and egress over all real estate adjacent thereto for the purpose of completing this maintenance obligation. Except for improvements and landscaping installed, maintained, planted or removed by the Declarant or the Corporation (which improvements and landscaping together with the Landscape Improvements referred to in Paragraph 7 of the Declaration shall be referred to herein and in the Declaration as the "Landscape Improvements"), and except for any utility facilities or drainage facilities which may be installed by Declarant in the PPAE, no structures, fences or other improvements or landscaping shall be installed or maintained in the PPAE. The PPAE Users shall observe and be governed by the rules and regulations contained in this Declaration and as may from time to time be promulgated and issued by the Board of Directors. No (i) motorized vehicles (other than emergency vehicles, utility vehicles and maintenance vehicles authorized by Declarant and/or the Corporation), including, without limitation, cars, trucks, motorcycles, minibikes, mopeds and scooters; or (ii) horses, or other non-domestic animals shall be permitted on the PPAE. Declarant reserves the right to prohibit use of the PPAE by any person who violates the provisions of this paragraph and/or to seek the assistance of local law enforcement and municipal authorities regarding such violations.

b. Paragraph 12(g)(vii) shall be amended to read as follows:

(vii) To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Tract, the Common Area and the PPAE (in addition to those set forth in this Declaration) as the Board, in its discretion deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners. Such rules and regulations may provide that the failure to comply with such rules and regulations by an Owner or a PPAE User may result in (i) the imposition of fines by the Corporation against such Owner or PPAE User; and/or (ii) such Owner or PPAE User losing the right to use the Common Area, the related facilities and/or the PPAE.

2. Supplements to the Declaration:

a. Declaration. Declarant hereby expressly declares that Hayden Run Section Two and all appurtenant easements, Common Area, Limited Common Area, Lots, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Hayden Run Property Ownership as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold

conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Hayden Run Section Two hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(r) of the Declaration

- b. Description of Lots. There shall be nineteen (19) Lots, Numbered 23-41 in Hayden Run Section Two as shown on the Supplemental Plat for Hayden Run Section Two. Hayden Run Property Ownership or the Tract now has forty-one (41) Lots.
- c. Square Footage. All Dwelling Units located on Lots in Hayden Run Section Two shall have a minimum square feet of finished living area (exclusive of garages, carports, basements and porches) as required by the Primary Plat approval.
- d. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Lot and/or Dwelling Unit shall constitute an agreement that the provisions of this First Amendment and Supplemental Declaration, the Declaration and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot and/or Dwelling Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
- e. Supplemental Plat. The Supplemental Plat for Hayden Run Section Two prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor under the date of the 16th day of April, 2003, setting forth the layout, location, identification and dimension of the Lots identified in this First Amendment and Supplemental Declaration is incorporated into the Declaration, added to the plans filed with the Declaration, and has been filed in the Office of the Recorder of Hamilton County, Indiana, as of the ____ day of _____, 2003 as Instrument No. _____.

3. To the extent that there are any inconsistencies in the terms and conditions of this First Amendment and Supplemental Declaration, the Declaration and any recorded Plat, the terms of such recorded Plat shall control.

4. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.



EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation
Its: Managing General Partner

By: [Signature]
Timothy K. McMahon, Division President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "First Amendment to and Supplemental Declaration of Hayden Run Property Ownership" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 11 day of June, 2003.



[Signature]
Notary Public
Stephanie Lyn Elias
(Printed Signature)

My Commission Expires:
January 30, 2009

My County of Residence:
Marion

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.

EXHIBIT A
HAYDEN RUN
SECTION 2

A part of the Southwest Quarter of Section 29, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence North 89 degrees 35 minutes 32 seconds East (assumed bearing) along the North line of said Quarter Section 1,554.58 feet to the Northwest corner of Hayden Run, Section One, recorded as instrument No. 200200071381, Plat Cabinet 3, Slide 58 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 00 minutes 34 seconds East parallel to the East line of the said Quarter Section and on and along the West line of said Hayden Run, Section One, a distance of 749.48 feet to the POINT OF BEGINNING of this description; the following ten (10) courses being on and along the southern boundary of said Hayden Run, Section One; 1) North 44 degrees 29 minutes 55 seconds East 127.87 feet; 2) North 73 degrees 08 minutes 47 seconds East 94.48 feet; 3) South 78 degrees 12 minutes 20 seconds East 94.48 feet; 4) South 49 degrees 33 minutes 28 seconds East 87.64 feet; 5) South 24 degrees 55 minutes 09 seconds East 92.07 feet; 6) South 81 degrees 38 minutes 57 seconds East 192.77 feet; 7) South 07 degrees 52 minutes 11 seconds West 169.08 feet; 8) South 75 degrees 27 minutes 50 seconds East 129.08 feet to a point on a curve concave westerly, the radius point of said curve being North 75 degrees 27 minutes 50 seconds West 265.00 feet from said point; 9) southerly along said curve 72.14 feet to a point on said curve, said point being South 59 degrees 51 minutes 57 seconds East 265.00 feet from the radius point of said curve; 10) South 59 degrees 51 minutes 57 seconds East 70.00 feet to a point on a curve concave northwesterly, the radius point of said curve being North 59 degrees 51 minutes 57 seconds West 335.00 feet from said point; thence southwesterly along said curve 101.22 feet to the point of tangency of said curve, said point being South 42 degrees 33 minutes 11 seconds East 335.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the said point; thence southerly along said curve 28.87 feet to the point of tangency of said curve, said point being South 54 degrees 43 minutes 46 seconds West 20.00 feet from the radius point of said curve; thence South 54 degrees 39 minutes 20 seconds West 50.00 feet to a point on a curve concave southerly, the radius point of said curve being South 54 degrees 43 minutes 46 seconds West 20.00 feet from said point; thence westerly along said curve 29.25 feet to the point of tangency of said curve, said point being North 29 degrees 04 minutes 37 seconds West 20.00 feet from the radius point of said curve; thence South 60 degrees 55 minutes 24 seconds West 129.12 feet; thence South 21 degrees 28 minutes 55 seconds East 136.19 feet; thence South 60 degrees 55 minutes 24 seconds West 152.83 feet; thence North 37 degrees 47 minutes 39 seconds West 136.49 feet to a point on a curve concave southeasterly, the radius point of said curve being South 30 degrees 56 minutes 09 seconds East 165.00 feet from said point; thence southwesterly along said curve 20.82 feet to a point on said curve, said point being North 38 degrees 09 minutes 59 seconds West 165.00 feet from the radius point of said curve; thence North 38 degrees 09 minutes 59 seconds West 70.00 feet to a point on a curve concave westerly, the radius point of said curve being North 38 degrees 09 minutes 59 seconds West 20.00 feet from said point; thence northerly along said curve 25.66 feet to a point on said curve, said point being North 68 degrees 19 minutes 09 seconds East 20.00 feet from the radius point of said curve; thence North 89 degrees 59 minutes 34 seconds West 236.48 feet; thence North 00 degrees 00 minutes 34 seconds West parallel to the East line of the said Quarter Section 588.01 feet to the place of beginning. Containing 9.094 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

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**BEST POSSIBLE IMAGE
ALL PAGES**

**Hayden Run
Section Three**

**SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
HAYDEN RUN PROPERTY OWNERSHIP**

200300121758
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
12-03-2003 At 11:33 am.
DEC COV RES 18.00

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") made this day of November 19, 2003, by Centex Homes, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation, its managing general partner ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Hamilton County, Indiana, to-wit:

See legal description attached hereto made a part hereof and marked Exhibit A (hereinafter referred to as "Hayden Run Section Three").

B. On or about June 27, 2002, Declarant executed a Declaration of Covenants and Restrictions of Hayden Run Property Ownership which was recorded in the Office of the Recorder of Hamilton County, Indiana on September 30, 2002, as Instrument No. 200200071380 and supplemented by a First Amendment and Supplemental Declarations recorded on August 14, 2003, as Instrument No. 200300081941 (all being referred to as the "Declaration"). The Declaration is incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

D. Hayden Run Section Three is part of the Real Estate described in Paragraph A of the recitals of the Declaration. Paragraph 23 of the Declaration provides that all or part of the Real Estate may be annexed to Hayden Run Property Ownership, incorporated into the Declaration and the Owners thereof become members of Hayden Run Property Ownership in accordance with the conditions in Paragraph 23 of the Declaration and the filing of a supplemental declaration by Declarant. All conditions relating to the annexation of Hayden Run Section Three to the Tract of Hayden Run Property Ownership have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Hayden Run Section Three into Hayden Run Property Ownership.

NOW, THEREFORE, the Declaration is supplemented as follows:

1. Declaration. Declarant hereby expressly declares that Hayden Run Section Three and all appurtenant easements, Common Area, Limited Common Area, Lots, Improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Hayden Run Property Ownership as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Hayden Run Section Three hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(r) of the Declaration.

2. Description of Lots There shall be twenty-nine (29) Lots, Numbered 42-70 in Hayden Run Section Three as shown on the Supplemental Plat for Hayden Run Section Three. Hayden Run Property Ownership or the Tract now has seventy (70) Lots.

3. Square Footage All Dwelling Units located on Lots in Hayden Run Section Three shall have a minimum square feet of finished living area (exclusive of garages, carports, basements and porches) as required by the Primary Plat approval.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Lot and/or Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot and/or Dwelling Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat. The Supplemental Plat for Hayden Run Section Three prepared by Stoepfelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor under the date of the 17th day of OCTOBER, 2003, setting forth the layout, location, identification and dimension of the Lots identified in this Supplemental Declaration is incorporated into the Declaration, added to the plans filed with the Declaration, and has been filed in the Office of the Recorder of Hamilton County, Indiana, as of the 3rd day of DECEMBER, 2003 as Instrument No 200300121757.

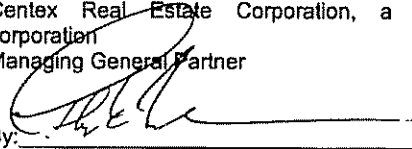
6. To the extent that there are any inconsistencies in the terms and conditions of this Supplemental Declaration, the Declaration and any recorded Plat, the terms of such recorded Plat shall control.

7. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation
Its: Managing General Partner

By: 
Timothy K. McMahon, Division President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Hayden Run Property Ownership" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 25th day of November, 2003.



Stephany Lyn Elias
Notary Public
Stephany Lyn Elias
(Printed Signature)

My Commission Expires:
January 30, 2009

My County of Residence:
Marion

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240

EXHIBIT A
HAYDEN RUN SECTION 3

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 00 minutes 34 seconds East (assumed bearing) along the East line of the said Quarter section 1,510.98 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 00 minutes 34 seconds East along said East line, 470.14 feet; thence South 89 degrees 47 minutes 09 seconds West 1,100.00 feet; thence North 00 degrees 00 minutes 34 seconds West parallel to the said East line 639.92 feet to the Southwest corner of Hayden Run Section Two Recorded as Instrument No. 200300081942, Plat Cabinet 3, Slide 230 in the Office of the Recorder of Hamilton County Indiana, the following twelve (12) courses being on and along the South boundary of said Hayden Run Section Two; 1.) South 89 degrees 59 minutes 34 seconds East 236.48 feet to a point on a curve concave westerly, the radius point of said curve being South 68 degrees 19 minutes 09 seconds West 20.00 feet from said point; 2.) southerly along said curve 25.66 feet to the point of tangency of said curve, said point being South 38 degrees 09 minutes 59 seconds East 20.00 feet from the radius point of said curve; 3.) South 38 degrees 09 minutes 59 seconds East 70.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 38 degrees 09 minutes 59 seconds East 165.00 feet from said point; 4.) northeasterly along said curve 20.82 feet to the point of tangency of said curve, said point being North 30 degrees 56 minutes 09 seconds West 165.00 feet from the radius point of said curve; 5.) South 37 degrees 47 minutes 39 seconds East 136.49 feet; 6.) North 60 degrees 55 minutes 24 seconds East 152.83 feet; 7.) North 21 degrees 28 minutes 55 seconds West 136.19 feet; 8.) North 60 degrees 55 minutes 24 seconds East 129.12 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 29 degrees 04 minutes 36 seconds East 20.00 feet from said point; 9.) easterly along said curve 29.25 feet to the point of tangency of said curve, said point being North 54 degrees 43 minutes 46 seconds East 20.00 feet from the radius point of said curve; 10.) North 54 degrees 39 minutes 20 seconds East 50.00 feet to a point on a curve concave easterly, the radius point of said curve being North 54 degrees 43 minutes 46 seconds East 20.00 feet from said point; 11.) northerly along said curve 28.87 feet to the point of tangency of said curve, said point being North 42 degrees 33 minutes 11 seconds West 20.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave northwesterly, the radius point of said curve being North 42 degrees 33 minutes 11 seconds West 335.00 feet from said point; 12.) northeasterly along said curve 101.22 feet to the point of tangency of said curve, said point being South 59 degrees 51 minutes 57 seconds East 335.00 feet from the radius point of said curve said point also being on the South line of Hayden Run Section One Recorded as Instrument #200200071381 on Plat Cabinet 3 and Slide 58 in the Office of the Recorder of Hamilton County Indiana, the following four (4) courses being on and along the Southern line of said Hayden Run Section One; 1.) South 59 degrees 51 minutes 57 seconds East 135.00 feet; 2.) South 30 degrees 45 minutes 25 seconds West 38.75 feet; 3.) South 35 degrees 16 minutes 14 seconds East 345.37 feet; 4.) South 89 degrees 59 minutes 34 seconds East 100.00 feet to the place of beginning. Containing 15.920 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 29 lots numbered 42-70 (both inclusive) and 4 Common Areas labeled 4-7 (both inclusive). The size of lots and width of streets are shown in feet and decimal

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parts thereof.

Cross-Reference is hereby made to a survey plat prepared by Stoepelwerth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 200200071381 on Plat Cabinet 3 and Slide 58 in the Office of the Recorder of Hamilton County, Indiana

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
HAYDEN RUN PROPERTY OWNERSHIP**

THIS FIRST AMENDMENT is made this _____ day of _____, 2004 by Centex Homes, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation, its managing general partner ("Declarant"),

WITNESSETH:

200400014984
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
03-08-2004 At 11:35 a.m.
AMEND DECL 14.00

WHEREAS, the following facts are true:

1 On September 30, 2002, Declarant filed of record in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. 200200071380, a Declaration of Covenants and Restrictions of Hayden Run Property Ownership, as supplemented by a Supplemental Declaration for Hayden Run Section Two recorded August 14, 2003 as Instrument No. 200300081941, and Supplemental Declaration for Hayden Run Section Three recorded December 3, 2003 as Instrument No. 200300121758 (all of which were recorded in the Office of the Recorder of Hamilton County, Indiana and are collectively referred to herein as the "Declaration").

2. Declarant desires to amend the Declaration with respect to the types of fences permitted on the Lots (all such capitalized terms being defined in this Declaration).

3. Declarant is executing this First Amendment pursuant to Paragraph 24(h) of the Declaration

NOW, THEREFORE, the Declaration is amended to read as follows:

1. Paragraph 22(t) of the Declaration is amended to read as follows:

"(t) Any fences to be constructed on a Lot must be constructed in accordance with the provisions hereof and must be approved by the Architectural Review Board. The Architectural Review Board will not approve any fence unless it complies with the following requirements:

(i) The fence is located in the rear yard of the Lot (the fence shall adjoin the rear side of the Dwelling Unit); there shall be no fences whatsoever constructed in the front yard of any Lot.

(ii) Except as otherwise required herein, fences shall be either a four (4) foot black vinyl or four (4) foot wrought iron fence; six (6) foot wood, shadowbox or dog-eared fence; or wood fence constructed with cedar gothic top spaced picket panels (42" x 8" with 3-3/8" pickets and no

more than 2-1/2" between pickets), as more particularly shown on Exhibit C (the "Picket Fence").

(iii) There shall be no fences or any other permanent improvements constructed in any part of any Lot which is part of the Common Area


(iv) Only Picket Fences (as described in (ii) above and shown on Exhibit C) or wrought iron fences of four feet or less will be allowed on any Lot adjoining a lake, trail, or any part of the Common Area."

2. To the extent not amended by this First Amendment, all other terms, provisions and conditions of the Declaration remain the same.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed the day and year first above written

CENTEX HOMES, a Nevada general partnership

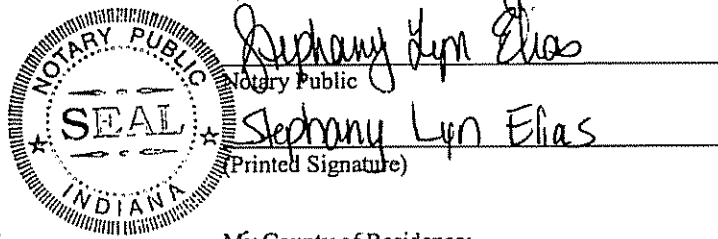
By: Centex Real Estate Corporation, a Nevada corporation
Its: Managing General Partner

By: 
Timothy K. McMahon
Indianapolis Division President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants and Restrictions of Hayden Run Property Ownership" on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 3rd day of January, 2004.



My Commission Expires:

January 30, 2009

My County of Residence:

Marion

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.