

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TRADITIONS ON THE MONON**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "First Amendment") is made this \_\_\_\_\_ day of March, 2007, by Centex Homes, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation, its managing general partner ("Declarant") and Traditions on the Monon Homeowners Association, Inc., an Indiana non-profit corporation.

**W I T N E S S E T H:**

WHEREAS, the following facts are true:

1. On September 26, 2005, Declarant filed of record a Declaration of Covenants, Conditions and Restrictions for Traditions on the Monon as Instrument No. 2005-63264, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Traditions on the Monon recorded December 16, 2005 as Instrument No. 2005-81146 in the Office of the Recorder of Hamilton County, Indiana ("Declaration").

2. Declarant has conveyed Common Area R to the City of Carmel for public utility and right of way purposes pursuant to Quitclaim Deed recorded on February 8, 2007 as Instrument No. 2007007463 and a Consent to Encroach recorded on August 28, 2006 as Instrument No. 200600050622, all being recorded in the Office of the Recorder of Hamilton County, Indiana and therefore desires to amend the Declaration to change the definition of Common Area (as defined in the Declaration) to exclude Common Area R.

3. Declarant desires to amend the Declaration to refer to the amended final plat and replat of the Plat (as defined in the Declaration).

4. Declarant has formed Traditions on the Monon Homeowners Association, Inc. (the "Association").

5. Declarant and the Association are executing this Second Amendment pursuant to Article 17 and Appendix B of the Declaration.

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

1. Section 1.9 of the Declaration is deleted in its entirety and replaced with the following: "Common Area" means all of the Property, save and except the Townhome Lots and Common Area R shown on the Plat.

2. Section 1.23 of the Declaration is deleted in its entirety and replaced with the following: "Plat" means the Amended Final Plat of Traditions on the Monon (previously recorded as Instrument No. 2005-63263, Plat Cabinet 3, Slide 727) recorded on December 13,

2005, as Instrument No. 2005-80400 and the Replat of Block 10 and 24 and Common Area E recorded on March 1, 2007 as Instrument No. 2007012056, all being recorded in the Office of the Recorder of Hamilton County, Indiana, including all dedications, limitations, restrictions, easement notes and reservations shown on the Plat as it may be amended from time to time.

3. The second paragraph Section 4.1 of the Declaration is deleted in its entirety and replaced with the following:

“Lot \_\_\_\_, in Block \_\_\_\_ in the Replat of Block 10 and 24 and Common Area E recorded on March 1, 2007 as Instrument No. 2007012056 and the Amended Final Plat of Traditions on the Monon, a subdivision in Hamilton County, Indiana, as per plat thereof recorded December 13, 2005 in Plat Cabinet 3, Slide 788 as Instrument No. 2005-80400 in the Office of the Recorder of Hamilton County, Indiana.”


4. This Second Amendment has been duly approved by the Association.

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

IN WITNESS WHEREOF, the undersigned have caused this Second 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:  3-21-07  
\_\_\_\_\_  
Edward F. Hackett,  
Indianapolis Division President

TRADITIONS ON THE MONON  
HOMEOWNERS ASSOCIATION, INC.,  
an Indiana non-profit corporation

By:   
\_\_\_\_\_  
Jeffrey L. Pape,  
Member, Board of Directors

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, 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 "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Traditions on the Monon" on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 21 day of March, 2007.

My Commission Expires:

June 5, 2013

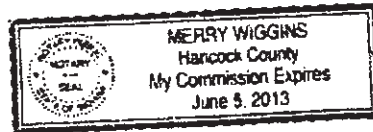
My County of Residence

Hancock

Merry Wiggins

Notary Public

Merry Wiggins  
(Printed Signature)



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey L. Pape, by me known and by me known to be a Member of the Board of Directors of Traditions on the Monon Homeowners Association, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Traditions on the Monon" on behalf of said homeowners association.

WITNESS my hand and Notarial Seal this 21 day of March, 2007.

My Commission Expires:

June 5, 2013

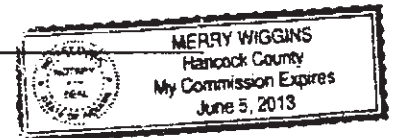
My County of Residence

Hancock

Merry Wiggins

Notary Public

Merry Wiggins  
(Printed Signature)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 301 Pennsylvania Parkway, Suite 301, Indianapolis, Indiana 46280.

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TRADITIONS ON THE MONON**

This Third Amendment is made this 26th day of December, 2007, by Centex Homes, a Nevada general partnership ("Declarant").

2007071186 AMND DECL \$22.00  
12/27/2007 09:42:27A 4 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

**WITNESSETH:**

WHEREAS, the following facts are true:

A. On September 26, 2005, Declarant filed of record in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 200500063264, a Declaration of Covenants, Conditions and Restrictions for Traditions On The Monon as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on December 16, 2005, as Instrument No. 200500081146; and a Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on March 30, 2007, as Instrument No. 200700017925 (collectively, the "Declaration").

B. Pursuant to Article 17 and Appendix B of the Declaration, Declarant and the Association desire to amend the Declaration relating to Initial Assessments.

NOW THEREFORE, the Declaration is amended as follows:

1. Paragraph 5.5, INITIAL ASSESSMENTS, is hereby deleted and replaced with the following language:

"5.5 INITIAL ASSESSMENTS."

2. Paragraph 5.5.1, Initial Working Capital Assessment, is hereby deleted and replaced with the following language:

"5.5.1 Initial Working Capital Assessment. A purchaser of a Lot (but not Declarant, a successor to Declarant or a Declarant affiliate), whether such Lot is purchased directly from Declarant or purchased from a subsequent Owner shall be required at closing to pay a sum to the Association as such purchaser's contribution ("Initial Working Capital Assessment") to the working capital of the Association. The Initial Working Capital Assessment shall initially be equal to two (2) months of the Regular Assessment established from time to time by the Association; provided, the Board (i) may increase the amount of the Initial Working Capital Assessment by not more than ten percent (10%) annually, on a non-cumulative basis, and (ii) may waive the requirement of an Initial Working Capital Assessment for any fiscal year. The Board shall establish the Initial Working Capital Assessment required pursuant to this paragraph as part of its annual budget pursuant to Paragraph 5.6.2 and collection thereof shall apply

to all purchasers of Lots in the applicable fiscal year. The Initial Working Capital Assessment is not an advance payment of Regular Assessments or a contribution to the Reserve Fund. The Initial Working Capital Assessment shall be deposited with the general funds of the Association and used to meet Common Expenses, budgeted and unforeseen expenditures, operating expenses of the Association and to purchase additional equipment and services. The Initial Working Capital Assessment shall not be used by Declarant to defray its initial construction costs.”

3. Paragraph 5.5.2, Initial Replacement Reserve Assessment, is hereby deleted in its entirety.

4. This Third Amendment has been duly approved by the Association.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey L. Pape, by me known to be a member of the Board of Directors of Traditions on the Monon Homeowners Association, Inc., who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 26 day of December, 2007.



CYNTHIA A. MINGES  
COUNTY OF RESIDENCE-HANDCOCK  
Commission Expires 09-17-2008

[Signature]  
Notary Public - Signature  
Cynthia A. Minges  
Notary Public - Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

This instrument prepared by: Tammy K. Haney, Bose McKinney & Evans LLP, 301 Pennsylvania Parkway, Suite 300, Indianapolis, Indiana 46280.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney