

There are no specific CCRs for Edmonds Creek “North” at Anson – The plat cross references the Master declaration of Anson and the Neighborhoods of Anson, which we have provided + amendments

153.00  
DUKE CONSTRUCTION

200600000262  
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BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
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COVENANTS 153.00

**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**

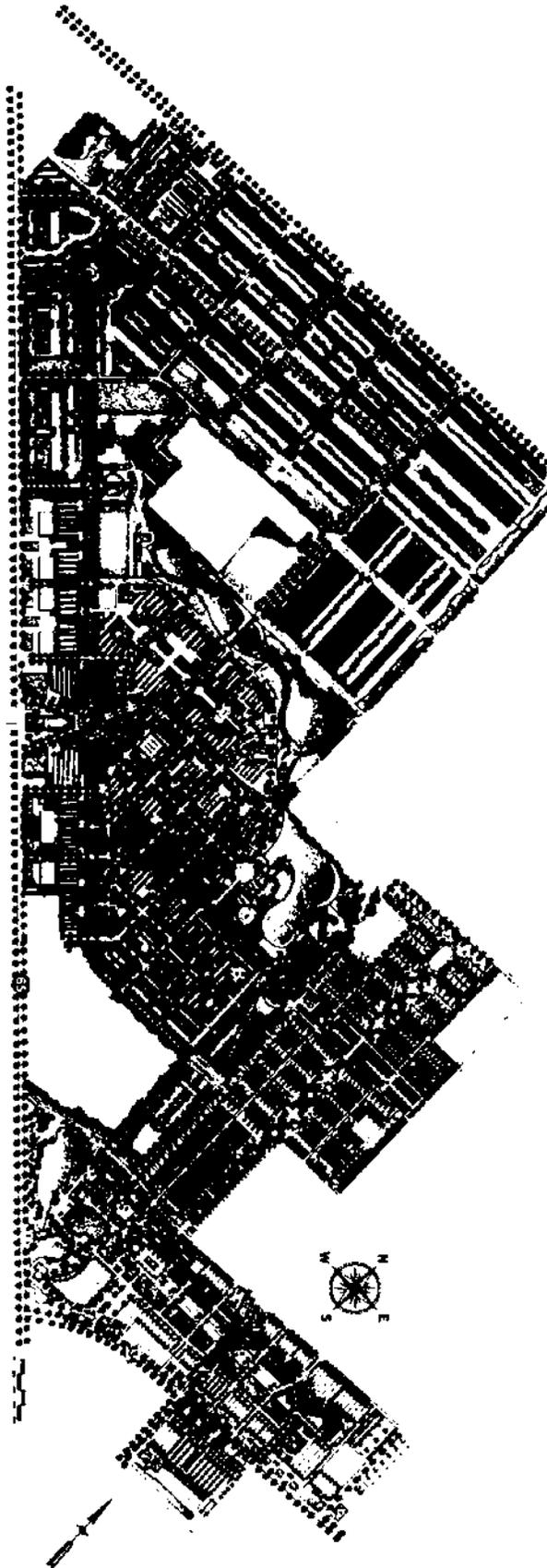
**OF**

**ANSON**

Recorded \_\_\_\_\_, 2006  
Instrument No. \_\_\_\_\_  
Office of the Recorder of Boone County

**ANSON**  
Illustrative Master Site Plan

**EXHIBIT C**



**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**

**ANSON**

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**MASTER**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**ANSON**

This Declaration, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

A. Declarant and/or Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), owns the Property, upon which Declarant intends, but is not obligated, to develop a master planned, mixed-use community to be known as Anson, as generally depicted on the General Plan of Development.

B. The Development Area has been designated as a Planned Unit Development District and development thereof is subject to the development standards set forth in the Zoning Ordinance.

C. The Property is a portion of the Development Area.

D. Declarant intends, but is not obligated, to construct certain improvements and amenities in Anson which shall constitute either General Community Area or Limited General Community Area, as it is designated on a Plat. General Community Area is generally for the benefit of all Lots and Units. Limited General Community Area is generally for the benefit of particular Lots and Units.

E. Declarant, with the consent of DCLP, desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Anson and for the maintenance of the Property and the improvements thereon, and to this end desires to subject the Property together with such additions as may hereafter be made thereto (as provided in Paragraph 3) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Property and the future Owners and Occupants thereof.

F. Declarant deems it desirable, for the efficient preservation of the values and amenities in Anson, to create, with the consent of DCLP, agencies, including Supplemental Associations, to which may be delegated and assigned the powers of owning, maintaining and administering the General Community Area and Limited General Community Area, administering and enforcing the Restrictions, collecting and disbursing the General Assessments, Special Assessments and other charges hereinafter created, and promoting the health, safety and welfare of the Owners and Occupants of Lots and Units in Anson.

G. Declarant has incorporated under the laws of the State of Indiana a nonprofit corporation known as Anson Governing Association, Inc., and may incorporate Supplemental Associations for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant, with the consent of DCLP, hereby declares that all of the Lots and lands in the Property and such additions thereto as may hereafter be made pursuant to Paragraph 3 hereof, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots and Units in the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Units, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant and DCLP, their respective successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and DCLP and their successors in title to the Property or any part or parts thereof.

1. Definitions. Terms defined in the Zoning Ordinance used in this Declaration shall have the same meaning herein as therein unless otherwise defined herein or the context otherwise requires. Capitalized terms used in this Declaration shall have the meaning given such terms in Exhibit A attached hereto and made a part hereof, unless the context clearly requires otherwise.

2. Declaration and Relation to Supplemental Declarations and Associations.

(a) Declaration. Declarant, with the consent of DCLP, hereby expressly declares that the Property and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot, Unit or Parcel subject to the Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, Parcel or Unit, or (ii) by the act of occupancy of any Lot, Parcel or Unit, shall accept such deed, execute such contract and/or take such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to the Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the Lots, Parcels and Units affected by the Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Notwithstanding anything herein to the contrary, each Owner and Occupant, by acquiring any right, title or interest in, or occupying any portion of, the Property shall be deemed to agree that DCLP shall have no rights, duties or obligations under this Declaration and any Supplemental Declaration, except as an Owner, unless expressly provided otherwise herein or in a Supplemental Declaration.

(b) Relation to Supplemental Declarations. This Declaration is intended primarily to address areas of common concern and benefit to all Owners in Anson, but also establishes general Restrictions applicable to particular Parcels. As a mixed-use community, certain matters will be primarily of concern to Owners within a particular Parcel which shall be subject to a Supplemental Declaration which shall compliment or supplement the provisions of this Declaration. Except as expressly provided in such Supplemental Declaration (and

where necessary approved by Declarant), in the event of a conflict between the terms of this Declaration and a Supplemental Declaration, the terms of this Declaration shall control.

Nothing in this Declaration shall preclude any Supplemental Declaration from containing additional restrictions applicable to any Parcel which are more restrictive than the provisions of this Declaration and, in such case, the more restrictive shall control.

(c) Relation of Corporation to Supplemental Associations. The Corporation shall have the power to veto any action taken or contemplated to be taken by any Supplemental Association which the Board reasonably determines to be adverse to the interests of the Corporation or a class of Owners. The Corporation also shall have the power to require specific action to be taken by any Supplemental Association in connection with its express obligations and responsibilities under a Supplemental Declaration, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore. In the event of the failure or unreasonable delay of a Supplemental Association to enforce a Supplemental Declaration against the Owners subject thereto, the Corporation may, but shall not be required to, do so, at the expense of such Supplemental Association.

3. Additions to and Withdrawals from the Property.

(a) Additions. Declarant shall have the right to bring within the scheme of this Declaration and add to the Property real estate that is a Part of the Development Area, or that is contiguous to the Development Area, but only with the consent of the owner of such real estate. In determining contiguity, public rights of way shall not be considered. The additions authorized under this Paragraph 3 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and by filing with the Corporation any revisions to the General Plan of Development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the General Plan of Development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

(b) Withdrawals. So long as it has a right to annex additional property pursuant to Paragraph 3(a), Declarant reserves the right to amend this Declaration (and the General Plan of Development), for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is General Community Area, the Corporation shall consent to such withdrawal.

4. Community Area. Subject to, and unless otherwise provided in, Paragraphs 5 through 14 of this Declaration, a Plat, a Supplemental Declaration, an instrument of conveyance to a Permitted Title Holder, or a Development Instrument, the development, ownership and maintenance of any Community Area and other subject matter covered in said paragraphs shall be in accordance with the following.

(a) Development of Community Area. Declarant intends, but is not obligated, to develop Community Area. Declarant reserves the right, subsequent to commencement of the development of the Community Area, to determine its size, location, configuration and type (which may vary from that depicted on the General Plan of Development).

(b) Maintenance.

(i) The Corporation shall be responsible for maintaining any General Community Area, and the Maintenance Costs thereof (other than the Maintenance Costs of Common Parking Lots that are General Community Area, which shall be governed by Paragraph 13 below) shall be assessed as a General Assessment against all Lots subject to Assessment; and

(ii) The applicable Supplemental Association shall be responsible for maintaining Limited General Community Area, including any Limited Common Facilities, and the Maintenance Costs thereof (other than the Maintenance Costs of Common Parking Lots that are Limited General Common Facilities, which shall be governed by Paragraph 13 below) shall be assessed as a Parcel Assessment pursuant to the Supplemental Declaration.

(iii) Notwithstanding anything in this Declaration or any Supplemental Declaration to the contrary, the Maintenance Costs of any Fire Protection System shall be assessed as a Parcel Assessment pursuant to a Supplemental Declaration. In addition, the Corporation (with respect to General Community Area) and the applicable Supplemental Association (with respect to Limited General Community Area) shall be responsible for maintaining those portions, if any, of the Drainage System which are part of the "legal drain" system under the jurisdiction of the Drainage Board, notwithstanding any concurrent maintenance responsibility of the Drainage Board with respect to the same. Further, notwithstanding anything in this Declaration to the contrary, the Drainage Board may, if the Corporation or Supplemental Association responsible for the same fails to do so, perform such maintenance as is necessary to cause the Drainage System to function as designed and to protect the health and safety of the public, in which event the Corporation or Supplemental Association with maintenance responsibility for the subject portion of the Drainage System shall reimburse the Drainage Board for the cost of such maintenance.

(c) Title. Prior to the Applicable Date, Declarant and/or DCLP shall convey title to any General Community Area to a Permitted Title Holder. Prior to the applicable Parcel Applicable Date, Declarant and/or DCLP shall convey title to any Limited General Community Area within such Parcel to a Permitted Title Holder.

5. The Ponds.

(a) Maintenance of Banks of Ponds. Each Owner of a Lot that abuts a Pond shall be responsible at all times for maintaining so much of the bank of the Pond above the pool level as constitutes a part of, or abuts, his Lot (exclusive of any Path) and shall keep that portion of the Pond abutting his Lot free of debris and otherwise in reasonably clean condition.

(b) Use. No boats or swimming shall be permitted in any part of a Pond (i) that is General Community Area without the approval of the Board of Directors, or (ii) that is Limited General Community Area without the approval of the Board of Directors of the applicable Supplemental Association. No dock, pier, wall or other structure may be extended into a Pond without the prior written consent of the applicable Design Review Board and such governmental authority as may have jurisdiction thereover. Each Owner of a Lot abutting a Pond shall indemnify and hold harmless Declarant, the Corporation, the applicable Supplemental Association and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Pond by any Person who gains access thereto from, over or across such Owner's Lot with the knowledge or acquiescence of such Owner. Neither Declarant nor DCLP shall have any liability to any Person with respect to a Pond, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Pond or the proximity of a Lot thereto, including loss or damage from erosion.

6. The Community Area. Unless approved by the applicable Design Review Board and the Zoning Authority, no permanent improvements shall be made to or installed on any Community Area other than Anson Community Buildings, Education Facilities, underground utility facilities, Common Facilities, walkways, planting structures, and fountains or other nonrecreational water features. The use of the Community Area which is General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration. The use of the Community Area which is Limited General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors of the applicable Supplemental Association which are not inconsistent with the provisions of this Declaration or the applicable Supplemental Declaration.

7. Parks. Unless the instrument of conveyance to a Permitted Title Holder, a Supplemental Declaration or a Development Instrument provides otherwise, the Corporation (with respect to General Community Area) and the applicable Supplemental Association (with respect to Limited General Community Area) shall be responsible for any costs incurred in connection with the maintenance and further improvement of the Parks, and such costs shall be assessed as a General Assessment or Parcel Assessment, as applicable, against all Lots subject to

assessment. The Parks may be improved as appropriate for recreational and open space areas. The use of the Parks which are General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration. The use of the Parks which are Limited General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors of the applicable Supplemental Association which are not inconsistent with the provisions of this Declaration or the applicable Supplemental Declaration.

8. Anson Community Buildings. Declarant may, but is not obligated to, construct in the area(s) designated on the General Plan of Development one or more Anson Community Buildings. If Declarant undertakes the development of one or more Anson Community Buildings, Declarant intends upon completion of construction to convey the same to a Permitted Title Holder prior to the Applicable Date free and clear of all financial encumbrances and other liens securing indebtedness of Declarant, but subject to the right of Declarant to use the Anson Community Buildings as provided in Paragraph 21(a). Unless the instrument of conveyance provides otherwise, the Corporation shall be responsible for maintenance of the Anson Community Buildings and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Board of Directors may adopt such rules, regulations, policies and procedures with respect to the use of the Anson Community Buildings as it deems appropriate and may charge reasonable fees for the use thereof, but no rule, regulation or charge shall be inconsistent with the provisions of this Declaration or any Supplemental Declaration.

Any Education Facility shall be constructed by and be the sole property of the public or private educational institution which operates the Education Facility and none of the Corporation, a Supplemental Association or any Owner shall have any interest therein except as otherwise specifically provided herein, in a Supplemental Declaration or in an instrument of conveyance from Declarant to such educational institution.

9. Drainage System. The Drainage System will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and maintaining the water level in the Ponds. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot and which is devoted exclusively to drainage of his Lot and is not maintained by the Drainage Board.

10. Paths and Path Lights. Declarant may, but is not obligated to, install the Paths at the approximate locations depicted on the General Plan of Development and Path Lights and may reserve easements for such purpose over and across Lots. The Board of Directors of the Corporation or the applicable Supplemental Association may adopt such rules, regulations, policies and procedures with respect to the use of the Paths which are General Community Area or Limited Community Area, respectively, as such Board may deem appropriate, including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

11. Entry Ways, Landscape Easements and Off-Site Easements.

(a) Entry Ways. Grass, trees, shrubs and other plantings located on an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Anson or a part thereof. All entrance signs

located on an Entry Way shall be maintained at all times in good and slightly condition appropriate to a first-class master planned mixed-use community.

(b) Landscape Easements. Unless the Board of Directors (of the Corporation or a Supplemental Association, as applicable) determines that all or some of the Landscape Easements shall be maintained by the Corporation and/or a Supplemental Association and the Maintenance Costs thereof assessed as a General Assessment, the Owner of each Lot upon which a Landscape Easement is located shall at his/her expense keep the grass, trees, shrubs and other plantings located on a Landscape Easement properly irrigated and neatly cut, cultivated or trimmed as reasonably necessary to maintain the same at all times in a good and slightly condition appropriate to a first-class master planned mixed use community and, if such Owner fails to do so, the Corporation or a Supplemental Association, as applicable, may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against such Lot.

(c) Off-Site Easements. The Corporation shall maintain all Off-Site Landscape Easements and Off-Site Drainage Easements unless a Supplemental Declaration or a Development Instrument provides for such maintenance by a Supplemental Association. Maintenance Costs associated with any Off-Site Drainage Easement or Off-Site Landscape Easement maintained by the Corporation shall be assessed as a General Assessment against all Lots subject to Assessment. Maintenance Costs associated with any Off-Site Drainage Easement or Off-Site Landscape Easement maintained by a Supplemental Association shall be assessed as a Parcel Assessment against all Lots subject to the Parcel Assessment. Prior to the Applicable Date, Declarant and/or DCLP shall assign and the Corporation shall assume, all of Declarant's and/or DCLP's rights and obligations under Off-Site Landscape Easements and Off-Site Drainage Easements which the Corporation maintains. Prior to the applicable Parcel Applicable Date, Declarant and/or DCLP shall assign and the applicable Supplemental Association shall assume, all of Declarant's and/or DCLP's rights and obligations under Off-Site Landscape Easements and Off-Site Drainage Easements maintained by said applicable Supplemental Association.

12. Round-Abouts and Street Trees; Snow Removal.

(a) Round-Abouts. The Corporation shall maintain the Round-Abouts (exclusive of the street pavement, curbs and drainage structures and tiles), and the Maintenance Costs thereof shall be assessed as a General Assessment, except for such Round-Abouts as identified as Limited General Community Area in a Plat, Supplemental Declaration or a Development Instrument, in which event the applicable Supplemental Association shall maintain the Round-Abouts and the Maintenance Costs thereof shall be assessed as a Parcel Assessment.

(b) Street Trees. Declarant, the Corporation or the applicable Supplemental Association may plant Street Trees within Planting Areas in Community Areas adjacent to other streets constructed in Anson. Declarant, the Corporation or a Supplemental Association may plant additional Street Trees on

any Lot prior to conveyance of that Lot to an Owner who is not Declarant or DCIP.

(c) Maintenance of Street Trees. Unless otherwise provided in a Supplemental Declaration or a Development Instrument, the Corporation shall maintain and, if necessary, replace any Street Trees in Planting Areas adjacent to General Community Areas, and the Maintenance Cost thereof shall be assessed as a General Assessment against all Lots subject to Assessment. The applicable Supplemental Association shall maintain and, if necessary, replace any Street Trees in Planting Areas adjacent to Limited General Community Areas, and the Maintenance Cost thereof shall be assessed as a Parcel Assessment against all Lots subject to Assessment. The Owner of any Lot on which additional Street Trees may have been planted shall be responsible for any maintenance of such Street Trees.

(d) Snow Removal. The Corporation (or if provided in a Supplemental Declaration or a Development Instrument, a Supplemental Association) may, but shall not be obligated to, remove snow and ice from any public right-of-way within Anson, and the costs thereof shall be Maintenance Costs and assessed as a General Assessment or Parcel Assessment, as applicable, against all Lots subject to such Assessment.

13. Common Parking Lots. Declarant shall construct such Common Parking Lots as it deems desirable. A Supplemental Association shall maintain the Common Parking Lots located in the Parcel governed by such Supplemental Association, including any exterior and interior landscaping, and the Maintenance Costs thereof shall be assessed as a Parcel Assessment as provided in the applicable Supplemental Declaration. The Corporation shall maintain all other Common Parking Lots, including any exterior and interior landscaping, and the Maintenance Costs thereof shall be assessed against all Lots which derive a substantial benefit from the availability of parking in such other Common Parking Lots, as determined in the reasonable discretion of the Board of Directors of the Corporation. A Supplemental Association may allocate to the Corporation a portion of the Maintenance Costs of Common Parking Lots which serve a Community Building as provided in the applicable Supplemental Declaration and the amount so allocated shall be included in the General Assessment against all Lots subject to assessment.

14. Use of Parks and Community Area. A Permitted Title Holder shall not change the use of any Park or Community Area conveyed to the Permitted Title Holder by Declarant from the use being made thereof at the time of conveyance without the prior consent or approval of (i) prior to the Applicable Date, Declarant or (ii) after the Applicable Date, the Board of Directors of the Corporation, and, if the same is Limited General Community Area, the Board of Directors of the applicable Supplemental Association.

15. Anson Governing Association, Inc.

(a) Membership. The Corporation shall not have members.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles, or designated to it in a Supplemental Declaration, together with all other powers that belong to it by law.

(c) Board of Directors. The members of the Board of Directors of the Corporation shall be designated or appointed in the manner specified in the Code of By-Laws of the Corporation.

(d) Maintenance Standards. In each instance in which this Declaration imposes on the Corporation a maintenance obligation with respect to the General Community Area or the General Common Facilities or a part thereof, the Corporation shall maintain the General Community Area, General Common Facilities or designated part thereof in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class master planned, mixed-use community. Grass, trees, shrubs and other plantings located on the General Community Area for which the Corporation has maintenance responsibility shall be kept properly irrigated and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and slightly condition appropriate to a first-class master planned, mixed-use community.

(e) Insurance, Taxes and Utilities. The Corporation shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Corporation on account of injury to person or property and damage to property owned by the Corporation and shall pay all taxes assessed against such property and all utility charges incurred with respect to General Community Area and General Common Facilities.

(f) Limitations on Action by the Corporation. Unless at least two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) and two-thirds (2/3) of the Board of Directors have given their prior written approval, a Permitted Title Holder, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 18(a) (but subject to the limitations of Paragraph 14), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the General Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the General Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable General Community Area and General Common Facilities on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any General Community Area or General Common Facilities for other than the repair, replacement or reconstruction of the General Community Area or General Common Facilities; or (iv) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, or the maintenance and upkeep of the General Community Area and General Common Facilities.

(g) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving

or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

16. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments.

Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) General Assessments, (2) Initial Assessments, (3) Capital Assessments and (4) Special Assessments, such Assessments to be established and collected as hereinafter provided.

If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat then, as long as such Lots are consolidated, they shall be deemed to constitute a single Lot for purposes of Assessments under this Paragraph 16. If a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then, so long as the divided Lot is used in its entirety by one or more Owners of contiguous Lots, the divided Lot shall not be a Lot for purposes of Assessments under this Paragraph 16.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. Notwithstanding the foregoing, and, except as hereinafter provided, without limiting the personal obligation of any such Person, the Corporation may elect to collect any Assessments of the Corporation through a Supplemental Association, which shall allocate the Assessments of the Corporation to those Owners who are members of such Supplemental Association, and if such Supplemental Association has expressly assumed personal liability therefor pursuant to the governing documents for that Supplemental Association (with the approval of the Declarant, as provided for in Paragraph 24 of this Declaration), so long as the Supplemental Association has that obligation, only that Supplemental Association shall have the personal obligation to pay.

(b) General Assessment.

(i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the

health, safety, and welfare of the Owners of Lots and Occupants of Units and for the improvement, maintenance, repair, replacement and operation of the General Community Area and General Common Facilities.

(ii) Basis for Assessment.

(1) Residential Lots (other than Condominiums). Each Residential Lot shall be assessed at a uniform rate without regard to whether a Living Unit or other improvements have been constructed upon the Lot. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 16. After the Determination Date, such uniform rate shall be determined in accordance with Schedule 16(b)(ii)(1)

(2) Nonresidential Lots (other than Condominiums).

(A) Each unimproved Nonresidential Lot shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 16. After the Determination Date, such uniform rate shall be determined in accordance with Schedule 16(b)(ii)(2)(A).

(B) Each Nonresidential Lot improved with one or more Multifamily Structures or Multiuse Structures shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 16. After the Determination Date, such uniform rate shall be determined in accordance with Schedule 16(b)(ii)(2)(B).

(C) Each Nonresidential Lot improved with one or more Nonresidential Units other than a Multifamily Structure or Multiuse Structure shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 16. After the Determination Date, such uniform rate shall be determined in accordance with Schedule 16(b)(ii)(2)(C).

(3) Lots Owned by Declarant or DCLP. Notwithstanding the foregoing provisions of this

subparagraph (ii), prior to the Applicable Date, no Lot owned by Declarant or DCLP shall be assessed by the Corporation except such Lots as have been improved by the construction thereon of Units, which improved Lots shall be subject to assessment as provided in Clauses (1) or (2) above.

(4) Lots Owned by a Permitted Title Holder. Notwithstanding the foregoing provisions of this subparagraph (ii), no Lot owned by a Permitted Title Holder shall be assessed by the Corporation except such Lots as have been improved by the construction thereon of Units, which improved Lots shall be subject to assessment as provided in Clauses (1) or (2) above; provided, however, Lots improved by the construction thereon of Anson Community Buildings or an Education Facility shall in no event be subject to Assessments.

(5) Condominiums. Each Lot improved with a Horizontal Property Regime shall be assessed as a Lot applying the provisions of the foregoing Clause 16(b) (ii) (2) (B), provided, however, that to the extent any Condominium is assessed the General Assessment through the horizontal property regime association having jurisdiction thereof and such horizontal property regime association pays the General Assessment to the Corporation, such Condominium shall not be individually assessed by the Corporation.

(6) Change in Basis. The basis for assessment may be changed by a vote of two-thirds (2/3) of the Board of Directors who are voting in person at a meeting of the Board of Directors duly called for this purpose.

(7) Change in Size of Lot or Improvement. Where any Assessment is based upon the size of a Lot or Unit, it shall be increased or decreased, as the case may be, upon the expansion or contraction of the Lot or Unit, as reasonably determined by Declarant.

(iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment on a calendar year basis. The Board of Directors shall establish the date(s) the

General Assessment shall become due, and the manner in which it shall be paid.

(iv) Allocation of Assessment. Unless otherwise expressly provided herein, costs and expenses used to determine the General Assessment shall be allocated to all Owners. If this Declaration provides that certain of the costs of maintaining, operating, restoring or replacing the General Community Area and General Common Facilities are to be allocated among Owners of Lots on the basis of the location of the lands and improvements constituting the General Community Area and General Common Facilities, then the costs and expenses that are to be borne by the Owners of certain Lots shall be allocated to the Owners of such Lots. Moreover, the provisions of subparagraph (ii) shall not be deemed to require that all Assessments against vacant Lots or Lots improved with comparable types of Units, Multifamily Structures or Multiuse Structures be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses. Any category of Maintenance Cost that was allocated to all Owners prior to the Applicable Date shall be allocated to all Owners subsequent to the Applicable Date. Costs of trash removal and other services provided by the Corporation to individual Lots shall not be included in the General Assessment of any Lot the Owner of which has elected to obtain the same service directly from a service provider.

(c) Initial Assessment. There shall be due and payable to the Corporation the Initial Assessment specified on Schedule 16(c) at the times specified below:

(i) Each Lot for a Single Family Detached Living Unit. On the earlier of the date (w) a Lot for a single family detached Living Unit is conveyed by Declarant and/or DCLP to an Owner (other than DCLP, a Designated Builder or the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), (x) a Unit constructed on the Lot has been certified for occupancy by the Zoning Authority, (y) the date a Designated Builder conveys the Lot to an Owner (other than Declarant or DCLP), or (z) a Unit on the Lot is first occupied by an Owner or Occupant upon completion of construction thereof.

(ii) Townhomes. On the earlier of the date (w) a Lot for a Living Unit attached to another Living Unit developed side by side for sale as Condominiums or as fee simple dwellings where land is sold with the dwelling, is conveyed by Declarant and/or DCLP to an Owner (other than DCLP, a Designated Builder or the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), (x) a Unit constructed on the Lot has been certified for occupancy by the Zoning Authority,

(y) the date a Designated Builder conveys the Lot to an Owner (other than Declarant or DCLP), or (z) a Unit on the Lot is first occupied by an Owner or Occupant upon completion of construction thereof.

(iii) Living Units in a Multifamily Structure or Multiuse Structure (including Living Units that are Condominiums). On the sooner of (w) the date the applicable Design Review Board has given its formal approval of the Multifamily Structure or Multiuse Structure, or (x) the date that is twelve (12) months after the conveyance by Declarant or DCLP to an Owner (other than Declarant or DCLP) of the Lot upon which such Multifamily Structure or Multiuse Structure is to be constructed; provided, however, that Declarant may, in its discretion, delay the Initial Assessment until either (y) the date the Multifamily Structure or Multiuse Structure has been certified for occupancy by the Zoning Authority, or (z) the date the first Living Unit in the Multifamily Structure or Multiuse Structure is first occupied by an Owner or Occupant upon completion of construction thereof.

(iv) Nonresidential Units. On the sooner of (w) the date the applicable Design Review Board has given its formal approval to the planned structure containing the Nonresidential Unit, or (x) the date that is twelve (12) months after the conveyance by Declarant or DCLP to an Owner (other than Declarant or DCLP) of the Lot upon which the structure containing the Nonresidential Unit is to be constructed; provided, however, that Declarant may, in its discretion, delay the Initial Assessment until either (y) the structure containing the Nonresidential Unit has been certified for occupancy by the Zoning Authority, or (z) the Nonresidential Unit is first occupied by an Owner or Occupant upon completion of construction thereof.

(v) Use of Initial Assessment. The Initial Assessment may be utilized by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area and the Common Facilities and to reimburse Declarant for funding operating deficits in the Corporation's annual budget.

(vi) Expansion of Nonresidential Units. Upon any addition to or expansion of a Nonresidential Unit, there shall be due and payable to the Corporation, at the time specified in subparagraph (c)(iv) above with respect to such addition or expansion, an amount equal to the product of the Initial Assessment rate then in effect and square footage, as determined in accordance with Schedule 16(c) of the addition or expansion.

(d) Capital Assessment. The Corporation may levy in any calendar year a Capital Assessment applicable to that year and not more than the next four

(4) succeeding calendar years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the General Community Area, including fixtures and personal property relating thereto or any General Common Facilities, provided that any such Capital Assessment shall have the assent of a majority of the votes of the Owners whose Lots are subject to assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of Owners duly called for this purpose. Any Capital Assessment pursuant to this subparagraph (d) shall be allocated equally among all Lots in the Property except those exempt from the General Assessment.

(c) Date of Commencement of General Assessments. The General Assessment for each Lot subject to assessment hereunder shall commence on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following the day that the Initial Assessment for such Lot becomes due and payable pursuant to Section 16(c) hereof.

(f) Effect of Nonpayment of Assessments; Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner or Horizontal Property Regime may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the General Community Area or the General Common Facilities or abandonment of a Lot.

(g) Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of any Assessment. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(h) Certificates. The Corporation shall, upon demand in writing by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments by the Corporation on a Lot have been paid or that certain such Assessments remain unpaid, as the case may be.

(i) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent calendar year, which shall provide for allocation of expenses in such a manner that the obligations imposed on the Corporation by the Declaration and all Supplemental Declarations will be met. The Board of Directors shall include in the annual budget a capital reserve in an amount sufficient to meet the projected need with respect to both amount and timing of construction, repair or replacement of capital improvements upon the General Community Area, including fixtures and personal property relating thereto or to any General Common Facilities.

(j) Special Assessment.

In the event the General Assessment for any calendar year (whether before or after the Determination Date) is inadequate to cover the costs incurred by the Corporation for the purposes set forth in Paragraph 16(b)(i) hereof in such calendar year, the Corporation may levy upon all Owners, as a Special Assessment, an assessment to cure such inadequacy. Such Special Assessment shall be allocated among the Owners in the same manner as the General Assessment is to be levied after the Determination Date.

17. Architectural Control. The Design Handbook sets forth the general thematic design and architectural standards for Anson in order to provide guidance to Owners concerning architectural and design matters of particular concern to Declarant. Due, however, to location, types of surrounding uses, type of construction and use and unique characteristics of property within the Property, Declarant intends that actual architectural control shall be vested in Design Review Boards established with respect to particular Parcels, and the Supplemental Declarations shall establish one or more Design Review Boards, and the procedures, guidelines and standards thereof. As a result, the Design Handbook is not the exclusive basis for architectural approval, and compliance with the Design Handbook shall not guarantee architectural approval. Each Owner shall look to the Supplemental Declaration, and the Design Review Board established pursuant thereto, for the particular building guidelines applicable to Lots or Units subject to such Supplemental Declaration. Pursuant to a Supplemental Declaration, the applicable Design Review Board shall regulate the external design, appearance, use, location and maintenance of the Lots and of all improvements thereon within the Parcels covered by the Supplemental Declaration creating it in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography, and to implement the development standards and guidelines set forth in the Zoning Ordinance, in a manner consistent with the Design Handbook.

Notwithstanding anything in this Declaration or any Supplemental Declaration to the contrary, if Declarant and/or DCLP has reserved rights of architectural review and control over any portion of the Property pursuant to any contract, deed, covenant or other recorded instrument outside this Declaration or a Supplemental Declaration, then the provisions of such instrument shall control as to any architectural review and control with respect thereto, and approval by Declarant and/or DCLP pursuant to such instrument shall be deemed full compliance with the architectural review and control provisions of this Declaration and the applicable Supplemental Declaration unless, and then only to the extent that Declarant and/or DCLP has (i) assigned in writing any or all of its reserved rights under such instrument to an Design Review Board established pursuant to a Supplemental Declaration or (ii) recorded an instrument declaring its

intent that a particular Supplemental Declaration shall govern architectural review and control with respect thereto.

18. Community Area and Common Facilities.

(a) Ownership. Unless expressly stated in a recorded instrument, the Community Area and Common Facilities shall remain private, and neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Community Area or the Common Facilities. Declarant, the Corporation or, as to Limited General Community Area, the applicable Supplemental Association, may, however, dedicate or transfer all or any part of the Community Area or the Common Facilities to any Permitted Title Holder for public parks or other public purposes, to a municipality or the County of Boone for use as public rights-of-way or to a public utility for public utility purposes, and Declarant may transfer all or any part of the Community Area to a Permitted Title Holder as contemplated by this Declaration.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Community Area or any facilities located thereon or constituting a part thereof.

(c) Management and Control.

(i) The Corporation, subject to the rights of Declarant, a Supplemental Association and the Owners set forth in this Declaration and the rights of any Permitted Title Holder established in an instrument conveying title to any part of the General Community Area, shall be responsible for the exclusive management and control of the General Community Area and all improvements thereon (including General Common Facilities and other furnishings and equipment related thereto), and, except as otherwise provided herein, in a Supplemental Declaration, or in an instrument of conveyance to a Permitted Title Holder, shall keep the General Community Area and General Common Facilities in good, clean, attractive and sanitary condition, order and repair. The Corporation may, with the consent of the Board of Directors of a Supplemental Association, transfer to a Supplemental Association responsibility for management, control and/or maintenance of General Community Area and General Common Facilities.

(ii) The applicable Supplemental Association, subject to the rights of Declarant, the Corporation and the Owners set forth in this Declaration and the rights of any Permitted Title Holder established in an instrument conveying title to any part of the Community Area, shall be responsible for the exclusive management and control of the Limited General Community Area

and all improvements thereon (including Limited Common Facilities and other furnishings and equipment related thereto), and, except as otherwise provided herein, in a Supplemental Declaration, or in an instrument of conveyance to a Permitted Title Holder, shall keep the Limited General Community Area and Limited Common Facilities in good, clean, attractive and sanitary condition, order and repair. The Supplemental Association may, with the consent of the Board of Directors of the Corporation, transfer to the Corporation responsibility for management, control and/or maintenance of Limited General Community Area and Limited Common Facilities.

(d) Easements of Enjoyment.

(i) Owners. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration or a Supplemental Declaration. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. Unless otherwise provided in a Supplemental Declaration, a Plat or other Development Instrument, all Owners may use the Anson Community Buildings and General Community Area, subject to the reserved rights of Declarant and the Corporation. Unless otherwise provided in a Supplemental Declaration, a Plat or other Development Instrument, all Owners of Lots or Units located in a Parcel in which Limited General Community Area or Limited Common Facilities are located (and only such Owners) shall have the right to the use of such Limited General Community Area and Limited Common Facilities, subject to the reserved rights of Declarant, the Corporation and the applicable Supplemental Association. The Owners of Lots abutting a Pond may use any Pond which abuts such Owner's Lot, but such use shall be limited to fishing and such other uses as may be authorized by resolution adopted by the Board of Directors of the Corporation, in the case of Ponds that are General Community Area, and of the applicable Supplemental Association in the case of Ponds that are Limited General Community Area. Subject to restrictions on points of access, the Ponds that are General Community Area may be used by all Owners, but only for fishing and such other purposes as may be authorized by the Board of Directors. Subject to restrictions on points of access, the Pond which are Limited General Community Area may be used by all Owners of Property within the Parcel in which the subject Pond is located, but only for fishing and such other purposes as may be authorized by the Board of Directors of the applicable Supplemental Association. No Owner whose Lot does not abut a Pond shall have any right of access to a Pond over any Lot, but only such right of access over the Community Area as

may be designated on a Plat or by the applicable Board of Directors for such purpose.

(ii) Occupants. Occupants who are not also Owners may use and enjoy the Community Area only to the extent specified in subparagraph (f) or as explicitly authorized elsewhere in this Declaration, in a Supplemental Declaration or by the Board of Directors. Occupants shall have the same rights as Owners to the use of the Anson Community Buildings and the Paths and Parks that are General Community Area. Without limiting the foregoing, the use of any Private Streets, Common Parking Lots, Recreation Center or Fire Protection System shall be limited to Occupants of those Units that are assessed the Maintenance Costs of such Limited General Community Area. To the extent Owners of Lots that do not abut a Pond are granted rights of access to a Pond over Community Area designated for that purpose, Occupants of such Lots (other than Occupants of Nonresidential Units) shall enjoy the same rights. In the adoption of rules, regulations, policies and procedures relating to the use of Limited General Community Area, the Board of Directors of the applicable Supplemental Association, may restrict or preclude use of the Limited General Community Area by such Occupants as heretofore provided.

(e) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to establish reasonable rules for the use of such Community Area (including but not limited to use of identification cards) and to charge reasonable fees for the use of any such Community Area or part thereof;

(ii) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to suspend the right of an Owner and all Persons whose right to use the Community Area derives from such Owner's ownership of a Lot (including Occupants of the Lot) to use all or any portions of such Community Area for any period during which any Assessment against the Owner's Lot remains unpaid for more than thirty (30) days after notice;

(iii) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to suspend the right of an Owner or any Person claiming through the Owner (including Occupants of the Unit) to use all or any portion of such

Community Area for a period not to exceed sixty (60) consecutive days for any other infraction of this Declaration, any Supplemental Declaration or any rules or regulations adopted by the Corporation and/or a Supplemental Association with respect thereto; provided, however, that Occupants of a Multifamily Structure or Multiuse Structure who are not personally responsible for the infraction and who otherwise have a right of use shall not be denied such use as a consequence of an infraction by another Occupant of such Multifamily Structure or Multiuse Structure; provided, however, that a parent may be deemed personally responsible for the infraction of a minor;

(iv) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to mortgage any or all of such Community Area, the facilities constructed thereon and the Common Facilities associated therewith for the purposes of improvements to, or repair of, such Community Area, the facilities constructed thereon or such Common Facilities, pursuant to approval of a majority of the votes of the Board of Directors of the Corporation or applicable Supplemental Association, as the case may be;

(v) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to dedicate or transfer all or any part of the Community Area and/or the Common Facilities associated therewith to any public agency, authority or utility exclusively for purposes permitted herein, but subsequent to the Applicable Date, in the case of General Community Area, and the applicable Parcel Applicable Date, in the case of Limited General Community Area, no such dedication or transfer shall be effective unless an instrument is signed by the appropriate officers of the Corporation or the applicable Supplemental Association acting pursuant to authority granted by a majority of the votes of its Board of Directors; and

(vi) subject to the approval of Declarant, the right of Declarant in any Supplemental Declaration or Plat to restrict the use of General Community Area and/or General Common Facilities located in a Parcel to (a) Owners and/or Occupants of Units, Multifamily Structures or Multiuse Structures located in such Parcel or (b) to other Owners of less than all of the Lots in the Property.

(f) Additional Rights of Use. The members of the family of every Person owning or leasing a Residential Lot and the employees of every Person owning or leasing a Nonresidential Lot may use the Community Area and the Common Facilities (or part thereof) on the same terms and subject to the same

limitations as such Person subject to the terms of any instrument of conveyance of such Community Area or Common Facilities to a Permitted Title Holder and to such general rules, regulations, policies and procedures consistent with the provisions of this Declaration (with respect to General Community Area) and all Supplemental Declarations (with respect to Limited General Community Area) as may be established from time to time by the Corporation and/or a Supplemental Association. Except as otherwise provided herein or in a Supplemental Declaration, the Corporation may restrict use of the General Community Area and General Common Facilities by guests of Persons whose use thereof is authorized herein or in a Supplemental Declaration, and a Supplemental Association may restrict use of the Limited General Community Area and Limited Common Facilities by guests of Persons whose use thereof is authorized herein or in a Supplemental Declaration.

(g) Damage or Destruction by Owner. In the event the General Community Area or any General Common Facility is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area and the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(h) Conveyance of Title. Declarant may retain the legal title to the General Community Area and the General Common Facilities until the Applicable Date and to Limited General Community Area and Limited Common Facilities until the applicable Parcel Applicable Date, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey such of the Ponds, the Anson Community Buildings, the Parks, the Common Facilities which Declarant acquires, develops or constructs and such other of the Community Area to which Declarant holds title to a Permitted Title Holder, free and clear of all liens and other financial encumbrances exclusive of the lien for taxes not yet due and payable, in the case of General Community Area and General Common Facilities, not later than the Applicable Date, and in the case of Limited General Community Area and Limited Common Facilities, not later than the applicable Parcel Applicable Date.

(i) Limited General Community Area and Limited Common Facilities. Unless otherwise expressly referenced herein, the ownership, use, maintenance and other matters related to the Limited General Community Areas and Limited Common Facilities shall be governed by the particular Supplemental Declaration establishing or governing such Limited General Community Areas and Limited Common Facilities. Without limiting the foregoing, no Person shall have any right or easement of enjoyment in or to the Limited General Community Area except to the extent granted by, and subject to the terms and provisions of this Declaration or a Supplemental Declaration. In the event the Limited General Community Area or any Limited Common Facility is damaged or destroyed by an

Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the applicable Supplemental Association to repair said damaged area and the applicable Supplemental Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the applicable Supplemental Association in the discretion of the applicable Supplemental Association. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

19. Use of Property.

(a) Protective Covenants.

(i) Land Use. Lots may be used only for the purposes authorized by the Zoning Ordinance.

(ii) Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or to its occupants.

(iii) Other Restrictions. Declarant may impose additional Restrictions in any Plat, Supplemental Declaration, Design Handbook, other written instrument, notice of which is given to Owners, or in the general rules or regulations adopted by the applicable Design Review Board.

(b) Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each Owner shall, at such Owner's expense, keep all Lots owned by the Owner, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management as determined by the Board of Directors. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation, after notice to the Owner as provided by the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

20. Easements.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration or in a Supplemental Declaration and as may be created by Declarant pursuant to other written instruments recorded in the office of the Recorder of Boone County, Indiana, Lots are subject to drainage

easements, sewer easements, utility easements, entry way easements, landscape easements, water access easements, Community Area access easements, pathway easements and nonaccess easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, public utility companies and governmental agencies and, as to any Limited General Community Area, the applicable Supplemental Association, the applicable Design Review Board as follows:

(i) D.E. Drainage Easements are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Anson and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. No easement shall be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, the Corporation and by the applicable Supplemental Association, but neither Declarant, the Corporation nor the applicable Supplemental Association shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) S.E. Sewer Easements are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Anson for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) U.E. Utility Easements are created for the use of Declarant, the Corporation, the applicable Supplemental Association and public or municipal utilities, not including transportation companies, that provide electrical, telephone and water service for the installation and maintenance of underground mains, ducts, wires and other facilities for such service, as well as for all uses specified in the case of sewer easements, provided that no such mains, ducts, wires and other facilities may be installed in any Utility Easement without, prior to the Applicable Date, the prior consent of Declarant.

(iv) E.W.E. Entry Way Easements are created for the use by Declarant, the applicable Design Review Board, the Corporation and the applicable Supplemental Association designated thereon for the installation, operation and maintenance of the Entry Ways.

(v) L.E. Landscape Easements are created for the use by Declarant, the applicable Design Review Board, the Corporation and the applicable Supplemental Association for the planting and maintenance of trees, shrubs and other plantings.

(vi) W.A.E. Water Access Easements are created for the use of Declarant, the Corporation and the applicable Supplemental Association and the Drainage Board (to the extent the Drainage Board has jurisdiction over the Pond(s) to which access is being provided) for the purpose of gaining access to the Ponds in the course of maintenance, repair or replacement of any thereof.

(vii) G.C.A.E. General Community Area Access Easements are created for the use of Declarant and the Corporation for the purpose of gaining access to the Parks and other Community Areas that are General Community Area in the course of maintenance, repair or replacement thereof and for the use of Owners for the purpose of gaining access to such General Community Area to enjoy the use thereof to the extent authorized herein.

(viii) L.G.C.A.E. Limited General Community Area Access Easements are created for the use of Declarant, the Corporation and the applicable Supplemental Association for the purpose of gaining access to the Parks and other Community Areas that are Limited General Community Area in the course of maintenance, repair or replacement thereof and for the use of Owners for the purpose of gaining access to such Limited General Community Area to enjoy the use thereof to the extent authorized herein or a Supplemental Declaration.

(ix) P.E. Pathway Easements are created for the installation by Declarant, the maintenance by the Corporation or the applicable Supplemental Association and the use by the Owners, of the Paths and Path Lights to the extent authorized herein.

(x) N.A.E. Non-Access Easements are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

(xi) A.E. Access Easements are created to afford public access over Private Streets to Lots and for all uses specified in the case of utility easements.

(xii) U.R.D.E. Urbanized Regulated Drainage Easements are created for the purpose of identifying those drainage improvements that are specifically under the jurisdiction of the Drainage Board and subject to the Drainage Board's rules and regulations as amended from time to time.

(xiii) T.A.E. Temporary Access Easements are created solely for the purpose of affording public access over temporary cul-de-sacs for dead end public streets that will be extended at some point in the future. Extension of the public street and elimination of the temporary cul-de-sac shall automatically terminate the subject temporary access easement.

The Corporation may exercise each of the foregoing easements granted to it across the entire Property. Unless otherwise expressly provided herein or in a Supplemental Declaration or on a Plat, a Supplemental Association may only exercise each of the foregoing easements within the Parcel over which it has jurisdiction. All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved.

All mains, ducts, pipes, wires and other facilities permitted pursuant to any of the foregoing easements shall be underground, provided that the foregoing shall not prohibit underground utilities to be connected with utility tie-in locations above ground on exterior walls of the improvements to be constructed on a Lot immediately adjacent to the locations where such underground utilities penetrate the ground.

No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Boone County, Indiana. A paved driveway necessary to provide access to a Lot from a public street or Private Street and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of underground water, sewer, gas, telephone and electric lines and systems, provided, however, that no water, sewer, gas, telephone or electric lines and systems may be installed or relocated in a Parcel except as proposed and approved by Declarant prior to the Applicable Date or by the applicable Design Review Board thereafter. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Corporation, in the case of General Community Area, and Declarant or the applicable Supplemental Association, in the case of Limited General Community Area, shall have the right to grant such easement on the Property without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Property, shall be limited to improvements as originally

constructed, and shall not cover any portion of a Lot upon which a Unit, Multifamily Structure or Multiuse Structure has been constructed or is proposed for construction pursuant to a Lot Development Plan which has been approved by the applicable Design Review Board.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the General Community Area and Limited General Community Area in the performance of their duties.

(d) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways, Paths, Water Access Easements, General Community Area Access Easements and Limited General Community Area Access Easements. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, decks, patios, or other pavings, other than crossings, driveways, walkways, Paths, Water Access Easements, General Community Area Access Easements or Limited General Community Area Access Easements, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(e) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Parcel, Declarant reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(f) Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

(g) Damage. Any damage to a Lot or Unit caused by the exercise of any of the easement rights referred to in this Declaration shall promptly be repaired and restored to the condition existing prior to the exercise of such rights, by, and at the expense of, the Person exercising such rights.

21. Use of Lots During Development.

(a) By Declarant. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors, or any Designated Builder, may maintain during the period of construction and sale or rental of Lots and Units in the Property or the

Development Area, upon such portion thereof as is owned or leased by Declarant, DCLP or any Designated Builder, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Units, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Units and sales or leasing offices. Declarant specifically reserves the right to maintain a sales office in, and make other use of, any Anson Community Buildings during the period that it is engaged in the sale of Lots in Anson.

(b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Living Unit in Anson may, with the prior consent of the Board of Directors, use such Living Unit as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as the Board of Directors may specify. With the approval of Declarant and the consent of the Owner thereof, undeveloped Lots adjacent to or in proximity to such model home may be used for parking by visitors to such model home.

22. Enforcement. The Corporation, the applicable Supplemental Association (in the case of Limited General Community Area, Limited Common Facilities or other rights provided for hereunder with respect to a Supplemental Association), any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, but neither Declarant nor the Corporation or any Supplemental Association shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

23. Limitations on Rights of the Corporation and Supplemental Associations. Prior to the Applicable Date, none of the Corporation or any Supplemental Association may use its resources or take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Owners acting as individuals or in affiliation with other Owners or groups as long as they do not employ the resources of the Corporation or a Supplemental Association or identify themselves as acting in the name, or on the behalf, of the Corporation or a Supplemental Association.

24. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Property; dedication or transfer of the General Community Area; mergers and consolidations of Parcels within the Property or of the Property with other real estate; mortgaging of the General Community Area; amendment of this Declaration or any Supplemental Declaration; changes in the basis for assessment or the amount, use and time of payment of the Initial Assessment; the assumption of personal liability for payment of

Assessments by any Supplemental Association pursuant to Paragraph 16(a) of this Declaration; and the adoption or modification of the Design Handbook. Notwithstanding any other provisions hereof, prior to the applicable Parcel Applicable Date, the following actions shall require the prior approval of Declarant: the dedication or transfer any of the Limited General Community Area; mortgaging of any of the Limited General Community Area; and amendment of any Supplemental Declaration.

25. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon a Unit, Multifamily Structure or Multiuse Structure or the Mortgagee may notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's 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 Articles or the By-Laws (collectively, the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in 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 the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the General Community Area;

(ii) Any delinquency in the payment of any Assessment owed to the Corporation by the Owner of any Unit, Multifamily Structure or Multiuse Structure on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees hereunder; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the General Community Area appertaining to any Lot or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining

to a Lot or (C) the purposes for which any Lot or the General Community Area are restricted.

(c) 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 Assessments owed to the Corporation against the Lot 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 for periods prior to such statement in excess of the amount set forth in such statement.

(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

26. Amendments.

(a) Generally. Subject to subparagraphs (c) and (d), this Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Board of Directors cast at a meeting duly called for the purpose of amending this Declaration and (ii), to the extent required by Paragraph 24, Declarant.

(b) By Declarant. Subject to subparagraph (c) but without regard to subparagraphs (a) and (d), Declarant hereby reserves the right prior to the Applicable Date to unilaterally amend and revise the standards, covenants and restrictions contained in this Declaration. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Boone County, Indiana. Except as hereafter expressly provided, no such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Units, Multifamily Structures or Multiuse Structures at the time of such amendment. Notwithstanding the foregoing, if Declarant, acting in good faith and in the exercise of its reasonable judgment, determines that the basis for the General Assessment set forth in Paragraph 16(b)(ii) (including the schedules referenced therein and attached hereto), whether prior to or after the Determination Date, does not equitably and reasonably distribute the costs of improving, maintaining, repairing, replacing or operating the General Community Area and General Common Facilities among Residential Lots, unimproved

Nonresidential Lots, Nonresidential Lots improved with a Multifamily Structure or Multiuse Structure or Nonresidential Lots, or among Lots in any of the foregoing categories, Declarant may modify such basis for the General Assessment to provide for an equitable and reasonable distribution of such costs among or within each of such categories. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Except to the extent authorized in Paragraph 20(b), Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarant has previously conveyed without the consent of the Owner of such Lot.

(c) Approval by Zoning Authority. No amendment which would eliminate, waive or qualify a requirement set forth herein for the consent of or approval by the Zoning Authority shall be effective unless approved in writing by the Zoning Authority.

(d) Class Approval. Subject to subparagraph (b) of this Paragraph 26, to the extent that such amendment affects Owners of Nonresidential Units, Multifamily Structures or Multiuse Structures (or any Units therein), there shall be no amendment of this Declaration which would limit or impair the rights granted herein or add to the burdens imposed by this Declaration and no amendment to Paragraphs 15, 16, 18(d), (e) or (f) or this Paragraph 26, unless approved by not less than fifty-one percent (51%) of the Owners of Nonresidential Units, Multifamily Structures and Multiuse Structures (and all Units therein).

(e) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Boone County, Indiana.

27. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

28. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2050, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of a majority of the members of the Board of Directors. Notwithstanding the foregoing, all easements created in this Declaration shall be perpetual to the fullest extent of the law, unless otherwise specifically stated herein.

29. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running

with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

30. Non-Liability of Declarant.

(a) Drainage. Declarant shall not have any liability to an Owner, Occupant or any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Unit, Multifamily Structure or Multiuse Structure is constructed and of the builder of such Unit, Multifamily Structure or Multiuse Structure and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

(b) Off-Site Transmission Facilities. Radio and/or other communications transmission facilities (the "Transmission Facilities") are located near the Property. The Transmission Facilities produce radio and/or other communications transmissions that may interfere with and degrade the performance of electronic devices, including, without limitation, television and radio equipment. Each Owner, Occupant and Mortgagee by virtue of accepting an interest in or otherwise occupying a Lot or a Unit shall be deemed to consent to the Transmission Facilities, shall not object to or remonstrate against the Transmission Facilities or operations related thereto conducted in conformity with applicable law, and shall be deemed to release Declarant, DCLP, the owners and operators of the Transmission Facilities and their respective successors and assigns from any and all claims, liabilities or obligations with respect to the Transmission Facilities and operations therefrom.

31. Compliance with the Soil Erosion Control Plan.

(a) The Plan. Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. In connection with any construction activity on a Lot by an Owner, its contractor or the subcontractors of either, Owner shall take or cause to be taken all erosion control measures contained in such plan as the plan applies to "land disturbing activity" undertaken on a Lot and shall comply with the terms of Declarant's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Indemnity. The Owner of each Lot shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or be connected with, any work done by such Owner, its contractor and their respective employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

32. Exclusive Builders. Declarant reserves the absolute right prior to the Applicable Date to restrict construction of Living Units in Anson to builders who have been approved by Declarant, such approval to be granted or withheld in the absolute discretion of Declarant. Notwithstanding the purchase of a Lot by an Owner, such Owner may not cause or authorize any Person to construct a Living Unit on the Lot other than a builder who has been approved in writing by Declarant.

33. Right to Develop. Every Person that acquires any interest in Anson acknowledges that Anson is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge, or otherwise object to (a) changes in uses or density of property outside the Parcel in which such Person holds an interest; or (b) changes in the General Plan of Development as it relates to property outside the Parcel in which such Person holds an interest.

34. Exclusive Rights To Use Name of Development. No Person shall use the name "Anson" or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Anson" in printed or promotional matter where such term is used solely to specify that particular property is located within Anson and the Corporation and any Supplemental Association shall be entitled to use the word "Anson" in its name.

35. Right to Approve Additional Covenants. Prior to the Applicable Date, no Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Declarant.

36. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America.

37. Mechanic's Liens. Each Owner agrees that in the event any mechanic's lien or other statutory lien shall be filed against its Lot, any other Lot or any Community Area by reason of work, labor, services or materials supplied to or at the request of such Owner pursuant to any construction on its Lot, or at the request of the Owner or an Occupant of the Lot pursuant to any construction by said Owner or Occupant, it shall pay and discharge the same of record within thirty (30) days after the filing thereof, subject to the provisions of the following sentence. Each Owner shall have the right to contest the validity, amount or applicability of any such liens by

appropriate legal proceedings, and, so long as it shall furnish such bond or provide such indemnification as is hereinafter provided and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) days shall not be applicable; provided, however, that in any event such Owner shall, within thirty (30) days after the filing thereof, bond or indemnify against such liens in amount and in form satisfactory to induce the title insurance company which insured title to the respective parcel, to insure over such liens or to reissue and update its existing policy, binder or commitment without showing title exception by reason of such liens, and shall indemnify and save harmless Declarant, the other Owners, the Corporation and the applicable Supplemental Association, if any, from all loss damage, liability, expense or claim whatsoever (including reasonable attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken adversely to the Owner contesting such liens) such Owner shall, within five (5) days thereafter, cause the liens to be discharged of record.

38. Annexation. Each Owner, by the acceptance of a deed to a Lot, consents to the annexation of the Property to an adjoining municipality, and agrees not to remonstrate against any proposal for such annexation.

39. Tax Abatement. So long as Declarant, DCLP or any of their respective affiliates, successors or assigns are liable, directly or indirectly, for the repayment or guaranty of any outstanding bonds or lease rental obligations that have been issued or incurred by Boone County, Indiana, or the Boone County Redevelopment Commission and secured by tax increment revenues pledged pursuant to IC 36-7-14-39 or any successor provision thereto, no Owner or Occupant may seek or claim a deduction from assessed value (commonly known as property tax abatement) for any real or personal property of such Owner or Occupant under IC 6-1.1-12.1 or any successor provision thereto ("Tax Abatement"). It shall be the responsibility of the Owner or Occupant to inquire in writing with Declarant as to whether any such liability exists prior to seeking Tax Abatement. Declarant's address for such inquiry is: Duke Realty Corporation, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana, Attn: Vice President & General Manager - Anson.

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above.

DUKE REALTY LIMITED PARTNERSHIP,  
an Indiana limited partnership

By: Duke Realty Corporation,  
its general partner

By: 

Printed: Thomas A. Dickey

Title: Vice President and  
General Manager, Anson

STATE OF INDIANA )

) SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Tyannus D. Dickey, by me known and by me known to be the VICE PRESIDENT AND GENERAL MANAGER, ANSON of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Master Declaration of Covenants and Restrictions for Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of January, 2006.



Myra Louise Dworski  
Notary Public

MYRA LOUISE DWORSKI  
(Printed Signature)

Commission Expires: July 31, 2010

My County of Residence: Warrick

This instrument prepared by, and after recording, return to:

John A. Girod, Esq.  
Duke Realty Corporation  
Corporate Attorney  
600 East 96<sup>th</sup> Street, Suite 100  
Indianapolis, IN 46240

**CONSENT TO MASTER DECLARATION OF COVENANTS AND RESTRICTIONS OF ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership, ("DCLP") is owner of all or a portion of the Property described in the foregoing Master Declaration of Covenants and Restrictions of Anson (such of the Property being owned by the undersigned being hereafter referred to as the "DCLP Property"), and does hereby consent on behalf of itself, its successors and assigns, to the submission of the DCLP Property to the foregoing Master Declaration of Covenants and Restrictions of Anson. DCLP further agrees that from and after the date of this Consent, the DCLP Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, covenants and restrictions contained in the Master Declaration of Covenants and Restrictions of Anson, as the same may be amended from time to time, all of which shall run with the title to the DCLP Property and shall be binding upon all persons having any rights, title or interest in the DCLP Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

DUKE CONSTRUCTION LIMITED PARTNERSHIP

By: Duke Business Centers Corporation,  
Its sole general partner

By: *Thomas A. Dickey*  
Thomas A. Dickey  
(Printed)

Its: Vice President and  
General Manager, Anson

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the Vice President and General Manager of Duke Business Centers Corporation, an Indiana corporation, the general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing Consent to Master Declaration of Covenants and Restrictions of Anson for and on behalf of said partnership.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of January, 2006.



My Commission Expires:

*Myra Louise Dvorski*  
(Signature)  
Notary Public Residing in Marion County, Indiana  
MYRA LOUISE DWORSKI  
(Printed Name)

This instrument prepared by, and after recording, return to John A. Girod, Esq., Corporate Attorney, Duke Realty Corporation, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, IN 46240.

## DECLARATION OF COVENANTS AND RESTRICTIONS

### EXHIBIT A

#### DEFINITIONS

“Anson” means the name by which the Property shall be commonly known.

“Anson Community Buildings” means such public or civic buildings as may be constructed in Anson by Declarant principally for the use of all of the Owners and Occupants as a benefit of ownership or possession of a Lot or a Unit, title to which is, or is intended ultimately to be, vested in a Permitted Title Holder, but not including any Recreation Center.

“APC” means the Boone County Area Plan Commission.

“Applicable Date” means the date that Declarant has voluntarily relinquished its rights as the Declarant under this Declaration (but not such earlier date as Declarant may voluntarily relinquish its rights as declarant under a Supplemental Declaration), as established in a written notice to the Corporation. The document by which Declarant establishes the Applicable Date may allow Declarant to reserve the right to require Declarant’s prior written approval of certain actions by the Corporation.

the “applicable Supplemental Association” or words to similar effect means the Supplemental Association that pursuant to a Plat, Supplemental Declaration or a Development Instrument has jurisdiction of a particular Parcel or Limited Community Area.

“Articles” means the Articles of Incorporation of the Corporation, as amended from time to time.

“Assessments” means all sums assessed against the Owners or as declared by this Declaration, any Supplemental Declaration, the Articles or the By-Laws or the articles of incorporation or by-laws of a Supplemental Association.

“Board of Directors,” without qualification, means the governing body of the Corporation.

“Building Activity” means any improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, installation or modification of signage or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state.

“By-Laws” means the Code of By-Laws of the Corporation, as amended from time to time.

“Capital Assessment” means an Assessment made pursuant to Paragraph 16(d) of this Declaration.

“Common Facilities” means any General Common Facilities and any Limited Common Facilities.

“Common Lighting” means the light standards, wiring, bulbs and other appurtenances, if any, installed to illuminate the General Community Area or Limited General Community Area, as the case may be, or the public and private ways in Anson exclusive of the Path Lights.

“Common Parking Lot” means any parking lot owned, managed and/or maintained by the Corporation or a Supplemental Association and intended for use by the Occupants of or visitors to an Anson Community Building, an Education Facility, a Nonresidential Unit, a Multifamily Structure or a Multiuse Structure.

“Community Area” means any General Community Area and any Limited General Community Area.

“Condominium” means a Unit in a Horizontal Property Regime.

“Corporation” means Anson Governing Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

“DCLP” means Duke Construction Limited Partnership, an Indiana limited partnership.

“Declarant” means Duke Realty Limited Partnership, an Indiana limited partnership, and its successors and assigns to interest in the Property other than DCLP and Owners purchasing Lots or Units by deed from Declarant or DCLP (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

“Design Handbook” means guidelines and requirements for Building Activity on the Property adopted by the Declarant, as the same may be amended from time to time.

“Design Review Board” means an entity established pursuant to a Supplemental Declaration for the purposes therein stated, and “applicable Design Review Board” means the Design Review Board for the Parcel subject to such Supplemental Declaration.

“Designated Builder” means during such period as such designation by Declarant may continue, any Person engaged in the construction of more than one (1) Unit on the Property who is designated by Declarant as a “Designated Builder”. Declarant may make and revoke any such designation at any time and from time to time. A builder approved pursuant to Paragraph 32 may, but will not necessarily be, a Designated Builder.

“Determination Date” means the first day of the first calendar year for which the Declarant has determined in good faith that the amount of assessments to be levied on all Lots and Units subject to assessment, including Lots and Units owned by Declarant and

DCLP, in accordance with Schedule 16(b)(i)(1), Schedule 16(b)(i)(2)(A), Schedule 16(b)(i)(2)(B) and Schedule 16(b)(i)(2)(C) will be sufficient to pay the actual expenditures of the Corporation for that and subsequent calendar years.

“Development Area” means the land included, from time to time, in the District.

“Development Instrument” means any other recorded instrument prepared by Declarant in addition to this Declaration, a Supplemental Declaration or a Plat.

“District” means the I-65 Planned Unit Development District established by the Ordinance as it exists from time to time.

“Drainage Board” means the Boone County Drainage Board, its successors or assigns, or, in the event of annexation of the Property to a municipality, the board of public works or similar agency of said municipality.

“Drainage System” means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds (including the Ponds), and the other structures, fixtures, properties, equipment and facilities located in the Property (other than any Fire Protection Equipment), or in Off-Site Drainage Easements, and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Property, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

“Education Facility” means any facility on the Property owned or leased by a public or private educational institution or its successor in title, which does not constitute General Community Area and is used principally for educational purposes.

“Entry Ways” means the structures, including monuments and signs, constructed as an entrance to Anson or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic islands depicted as a Community Area on a Plat and any other traffic islands dividing a roadway providing access to Anson or a part thereof, and the grassy area surrounding such structures.

“Environmental Laws” means all federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of a Lot, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Resource Conservation and Recovery Act; the Federal Toxic Substance Control Act; the Clean Air Act; the Clean Water Act; the rules and regulations of the Federal Environmental Protection Agency, or any other federal, state or municipal or governmental board or entity having jurisdiction over the Lot.

“Fire Protection System” means pumps, hydrants or other components of a fire suppression system that are installed in a Pond to service Nonresidential Units.

“General Assessment” means an Assessment made pursuant to Paragraph 16(b).

“General Common Facilities” means any Path Lights, Common Lighting or Site Furniture and Facilities located within a General Community Area and other personal property of the Corporation.

“General Community Area” means any (i) Ponds (other than any Fire Protection System located therein), (ii) Anson Community Buildings, (iii) Entry Ways, (iv) Planting Areas, (v) Parks, (vi) Drainage System, (vii) Paths, (viii) Common Parking Lots, and (ix) other areas of land or improvements that are (A) designated as General Community Area on any Plat or in this Declaration or any Development Instrument, or located within any such General Community Area, or (B) conveyed to or acquired by the Corporation, and its successors and assigns, together with all improvements thereto, all utility service lines or facilities located therein not maintained by a public utility company or governmental agency and all General Common Facilities located therein or used in connection therewith.

“General Community Area Access Easement” means the area designated on a Plat as a means of access to a General Community Area or Common Parking Lot.

“General Plan of Development” means that plan prepared by Declarant and approved, if necessary, by appropriate public agencies that outlines the total scheme of development and general uses of land in the Development Area, attached to this Declaration as Exhibit C, as such may be modified by Declarant from time to time.

“Hazardous Substances” means (1) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste” or “infectious waste” in any of the Environmental Laws; and (2) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous, toxic or infectious under present or future Environmental Laws or other federal, state, or local laws or regulations.

“Horizontal Property Regime” means a horizontal property regime established in the Property pursuant to I.C. 32-1-6 or any successor provision authorizing the creation of a Condominium.

“Initial Assessment” means the initial Assessment required by Paragraph 16(c).

“Landscape Easement” means a portion of a Lot denoted on a Plat as an area to be landscaped.

“Limited Common Facilities” means any Path Lights, Common Lighting or Site Furniture and Facilities located within a Limited General Community Area and other personal property of a Supplemental Association.

“Limited General Community Area” means any Recreation Center and Fire Protection System and (i) Ponds, (ii) Private Streets, (iii) Entry Ways, (iv) Planting Areas, (v) Parks, (vi) Drainage System, (vii) Paths, (viii) Common Parking Lots, and (ix)

other areas of land or improvements shown on any Plat, that are (A) designated as Limited General Community Area on any Plat or in any Supplemental Declaration or Development Instrument, or located within any such Limited General Community Area, (B) conveyed to or acquired by a Supplemental Association, or (C) required by this Master Declaration to be maintained by a Supplemental Association, together with all improvements thereto, all utility service lines or facilities located therein not maintained by a public utility company or governmental agency and any Limited Common Facilities located therein or used in connection therewith.

“Living Unit” means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.

“Lot” means (i) any plot of land intended as a building site shown upon any recorded Plat, with the exception of Community Area and Common Parking Lots, (ii) any Condominium or, in the case of Paragraph 16 of the Declaration, a Horizontal Property Regime, (iii) any part of the Property designated in a recorded instrument as a “Lot”, and (iv) any other part of the Property acquired by an Owner or used by Declarant for the construction or operation of, or occupancy as, one or more Units.

“Lot Development Plan” means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, (vi) exterior lighting plan, (vii) tree preservation plan and (viii) all other data or information that the applicable Design Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Unit, Multifamily Structure, Multiuse Structure or other structure or improvement thereon.

“maintain,” as it refers to any physical item means maintain, repair, replace and remove as necessary or appropriate.

“Maintenance Costs” means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, and replacement of all or any part of any such facility, payment of all insurance premiums for public liability, casualty and other insurance maintained with respect thereto, all utility charges relating to such facilities, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

“Mortgagee” means the holder of a first mortgage on a Lot, a Unit, a Multifamily Structure or a Multiuse Structure.

“Multifamily Structure” means a structure with two or more Living Units under one roof, except when such Living Units are situated upon their own individual Lots, are Condominiums or are located in a Multiuse Structure.

"Multiuse Structure" means a structure which contains one or more Nonresidential Units and one or more Living Units.

"Nonresidential Lot" means each established building site or platted lot on which a Nonresidential Unit, a Multifamily Structure or a Multiuse Structure has been or is intended to be constructed.

"Nonresidential Unit" means any structure or portion thereof (including common areas) situated upon the Property which is designed and intended for use and occupancy for such non-residential purposes as are permitted under the Zoning Ordinance exclusive of home-based offices and other uses accessory to the use and enjoyment of a Residential Lot. A Nonresidential Unit may be a Condominium.

"Occupant" means any Person who is in possession of a Unit either as an Owner or as a tenant pursuant to a lease or other occupancy agreement.

"Off-Site Drainage Easement" means an appurtenant easement benefiting the Property or any part thereof granted to DCLP and/or Declarant and contained in an instrument recorded in the Office of the Recorder of Boone County, Indiana.

"Off-Site Landscape Easement" means an easement in gross granted to DCLP and/or Declarant and contained in an instrument recorded in the Office of the Recorder of Boone County, Indiana.

"Owner" means a Person, including Declarant, who at the time has or is acquiring legal title to a Lot except a Person who has or is acquiring such title merely as security for the performance of an obligation.

"Parcel" means each platted subdivision or part thereof, parcel of land or Horizontal Property Regime consisting of one or more Lots within the Development Area that are subject to the same Supplemental Declaration or are declared by Declarant to constitute a "Parcel". One or more Lots may be included in more than one Parcel. A Parcel may be comprised of more than one type of use and may include noncontiguous lots, platted subdivisions or parcels of land.

"Parcel Applicable Date" means the date specified in the applicable Supplemental Declaration as the "Parcel Applicable Date" for that Parcel.

"Parcel Assessment" means an Assessment made pursuant to a Supplemental Declaration for a Parcel to be used for such purposes as are authorized by the Supplemental Declaration.

"Park" means such land as may be denoted on a Plat as "Park" or designated as "Park" in any recorded instrument executed by Declarant.

"Part of the Development Area" means any part of the Development Area not included in the Property.

“Paths” means those walkways, sidewalks and/or bikeways installed outside of a public right-of-way pursuant to Paragraph 10 and such other real estate or interest therein as is conveyed or granted to the Corporation for the purpose of being used for walkways and/or bikeways.

“Path Lights” means the light standards, conduits, wiring, bulbs and other appurtenances, if any, installed to illuminate the Paths.

“Permitted Title Holder” means (i) the Corporation, (ii) any Supplemental Association, (iii) a public or private educational institution, or (iv) a nonprofit corporation having perpetual existence or a governmental entity designated, in either case, by Declarant.

“Person” means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

“Plat” means (i) a final secondary plat, (ii) a Detailed (Secondary) Development Plan pursuant to the Zoning Ordinance of a portion of the Development Area executed by Declarant and recorded in the Office of the Recorder of Boone County, Indiana or (iii) where a final secondary plat or Detailed (Secondary) Development Plan is not required by the Zoning Ordinance, a map or drawing prepared by Declarant showing a portion of the Development Area (which may show the division of that portion of the Development Area into Lots, the dedication of right-of-way or the creation of easements thereon) and recorded in the Office of the Recorder of Boone County, Indiana.

“Pond” means a body of water either located in a Community Area or located outside the Development Area but utilized for controlled drainage from the Property pursuant to easement or other agreements requiring the Declarant and/or the Corporation or applicable Supplemental Association to maintain such bodies of water, and “Ponds” means all of such bodies of water.

“Planting Area” means a landscaped area located in the right-of-way of a public street, on or adjacent to a Common Parking Lot or in a Park or in or on other Community Area.

“Private Street” means a privately-held right-of-way, with the exception of alleys, open for the purposes of vehicular and pedestrian travel, which may also afford access to abutting property, whether referred to as a street, road or any other term commonly applied to a right-of-way for said purposes. A private street may be comprised of pavement, shoulders, gutters, curbs, sidewalks, parking space, and the like. Private Street does not include a driveway located entirely on a single Lot.

“Property” means certain property located in Eagle, Perry and Worth Townships, Boone County, Indiana, as described in Exhibit B to this Declaration and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

“Recreation Center” means any recreational facility intended for the use and enjoyment of the Owners and Occupants of Lots or Units in a particular Parcel and designated in a Supplemental Declaration, Plat or Development Instrument as a Recreation Center.

“Residential Lot” means a Lot which is used or intended to be used primarily for residential purposes except where the Lot is improved by the construction thereon of a Multifamily Structure or a Multiuse Structure.

“Restrictions” means the covenants, conditions, easements, charges, liens, restrictions, rules, regulations, policies and procedures and all other provisions set forth in this Declaration, all applicable Supplemental Declarations, any Plats, any Development Instruments, the Design Handbook and any rules, regulations, policies and procedures adopted by Corporation and/or a Supplemental Association, as the same may from time to time be amended.

“Retail Facility” means a Nonresidential Unit which is used for the on-site sale of goods or services to the public.

“Round-About” means a square, green or traffic circle in Anson.

“Service Unit” means Declarant’s good faith estimate of a quantitative indicator of the extent or degree of the assumed demand of a Lot or Unit (including a Horizontal Property Regime) for services subject to the General Assessment.

“Site Furniture and Facilities” means any furniture, trash containers, sculpture or other furniture, fixtures, equipment or facilities constructed, installed or placed in the Development Area by Declarant, the Corporation or a Supplemental Association and intended for the common use or benefit of some, if not all, of the Owners and Occupants.

“Special Assessment” means an Assessment made pursuant to any provision of this Declaration or any Supplemental Declaration authorizing the levying of a Special Assessment.

“Street Trees” means the trees, shrubs and other plantings planted by Declarant, the Corporation or Supplemental Association pursuant to Section 12(b) of this Declaration, as the same may be replaced from time to time.

“Supplemental Association” means any nonprofit corporation established pursuant to a Supplemental Declaration to carry out functions specified in such Supplemental Declaration.

“Supplemental Declaration” means any supplemental declaration of covenants, conditions or restrictions or any declaration of horizontal property regime which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Parcel and contains such complementary or supplementary provisions for such Parcel as are specified by Declarant.

“Total Estimated Costs” means the amount, as determined by the Corporation of the costs of providing each group of services subject to the General Assessment.

“Unit” means any Living Unit or Nonresidential Unit, and “Units” means all Living Units and Nonresidential Units.

“Water Access Easement” means the area designated on a Plat as a means of access to a Pond.

“Zoning Authority” with respect to any action means the Director of the Boone County Area Plan Commission or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Director.

“Zoning Ordinance” means the ordinance adopted by the Boone County, Indiana Board of Commissioners, establishing the District.

## DECLARATION OF COVENANTS AND RESTRICTIONS

### EXHIBIT B

#### THE PROPERTY

##### Tract 1:

A part of the East Half of the Northeast Quarter of Section 1, Township 17 North, Range 1 East of the Second Principal Meridian, Perry Township, Boone County, Indiana, more particularly described as follows:

Beginning at the Northeast Corner of said tract, thence South, along the East line thereof, a distance of 1563.97 feet, to the center of the East Service Road of Interstate Highway Number 65; thence North 43 degrees 57 minutes West along the center of said Service Road, a distance of 1912.29 feet, to the West line of the East Half of the Northeast Quarter of said Section 1; thence North, along said West line a distance of 165.2 feet, to the Northwest Corner of said Half Quarter Section; thence East, along the North line of said Half Quarter Section, a distance of 1332.45 feet to the Place of Beginning.

##### **AND**

Part of the East Half of the Southeast Quarter of Section 36, Township 18 North, Range 1 East, being more particularly described as follows:

Beginning at a point on the South line of said Section 36 that is 1090 feet West of the Southeast Corner thereof; thence East on and along said South line 1090 feet to the Southeast Corner of said Section; thence North on and along the East line of said Section 36 a distance of 300 feet to a point; thence in a Southwesterly direction in a straight line to the Place of Beginning.

(Beaver Creek)

##### Tract 2:

A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of Section 6, Township 17 North, Range 2 East; thence North 88 degrees 09 minutes 48 seconds East (the bearing system is based upon Indiana West Zone NAD 83 State Plane Coordinate System) 1,524.45 feet along the North Line of said Northwest Quarter to the northwestern corner of eighty-five acres off the east end of said Northwest Quarter; thence South 01 degree 20 minutes 52 seconds East 1,661.79 feet along the western boundary of said eighty-five acre tract of land to the northern right-of-way line of State Road 334 (INDOT Project No. STI-65-5(E), Fiscal Year 1994, Sheets 6 and 9), said point being on a non-tangent curve concave to the south and being North 18 degrees 07 minutes 08 seconds West 3,338.16 feet from the radius point of said curve; thence westerly and southwesterly 427.34 feet along the northern right-of-way line of State Road 334 and along said curve to a point being North 25 degrees 27 minutes 13 seconds West 3,338.16 feet from the radius point of said curve; thence South 80 degrees 44 minutes 03 seconds West 69.37 feet along the northern right-of-way line of State Road 334 to the northeastern right-of-way line of Perryworth Road (ISHC "I" Project No. 03-4(11), Fiscal Year 1957, sheets 8 and 10), the following four (4) courses are along the northeastern right-of-way line of Perryworth Road; 1)

thence North 72 degrees 10 minutes 02 seconds West 167.09 feet; 2) thence South 88 degrees 41 minutes 00 seconds West 469.22 feet; 3) thence North 71 degrees 26 minutes 27 seconds West 345.39 feet; 4) thence North 45 degrees 09 minutes 19 seconds West 227.37 feet to the West Line of said Northwest Quarter; thence North 00 degrees 44 minutes 31 seconds East 1,471.60 feet along the West Line of said Northwest Quarter to the POINT OF BEGINNING.

(C&W)

**Tract 3:**

A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East; thence North 88 degrees 22 minutes 38 seconds East (the bearing system is based upon the Indiana West Zone NAD 83 State Plane Coordinate System) 257.40 feet along the North Line of the Northwest Quarter of Section 6, Township 17 North, Range 2 East to the Northeast Corner of said Northwest Quarter; thence South 01 degree 20 minutes 52 seconds East 707.25 feet along the East Line of said Northwest Quarter to the northeastern corner of 7.77 acre tract of land described in the WARRANTY DEED recorded in Deed Record 256, page 50 by the Recorder of Boone County, Indiana; thence South 88 degrees 12 minutes 56 seconds West 385.00 feet (measured, 405.01 feet deeded) along the north boundary of said 7.77 acre tract of land to its northwestern corner; thence South 00 degrees 08 minutes 56 seconds West 823.05 feet (measured, 812.70 feet deeded) along the western boundary of said 7.77 acre tract of land to its southwestern corner on the northern right-of-way line of State Road 334 (ref: see the land description for the 1.351 acre tract of land described in the CORRECTIVE WARRANTY DEED recorded in Deed Record 251, page 478 by said Recorder); thence North 89 degrees 35 minutes 59 seconds West 35.06 feet along said right-of-way line to a point on a non-tangent curve concave to the south (said curve hereinafter referred to as "Curve #1"), said point being North 02 degrees 45 minutes 58 seconds West 3,338.16 feet from the radius point of Curve #1; thence westerly 14.96 feet along said right-of-way line and along Curve #1 to a point on the eastern boundary of the 4.298 acre tract of land described in the MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL recorded as instrument #9602934 by said recorder, said point being North 03 degrees 01 minute 23 seconds West 3,338.16 feet from the radius point of Curve #1; thence North 00 degrees 08 minutes 56 seconds East 266.64 feet along the eastern boundary of said 4.298 acre tract of land and along the eastern boundary of the 480 foot by 60 foot tract of land depicted on Exhibit "C" of said MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL; thence South 88 degrees 29 minutes 32 seconds West 480.00 feet along the northern boundary of said 480 foot by 60 foot tract of land to its northwestern corner; thence South 00 degrees 08 minutes 56 seconds West 60.00 feet along the western boundary of said 480 foot by 60 foot tract of land to its southwestern corner on the northern boundary of said 4.298 acre tract of land; thence South 88 degrees 29 minutes 32 seconds West 381.30 feet along the northern boundary of said 4.298 acre tract of land and along the northern boundary of the 1.937 acre tract of land described in said MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL to its northwestern corner (a stone was found marking this corner); thence South 00 degrees 40 minutes 53 seconds East 343.03 feet along the western boundary of said 1.937 acre tract of land to the said northern right-of-way line of State Road 334 and a point on Curve #1, said point being North 18 degrees 00 minutes 57 seconds West 3,338.16 feet from the radius point of Curve #1; thence westerly 15.66 feet along the northern right-of-way line of State Road 334 and along Curve #1 to the West Line of the East Half of said Northwest Quarter, said point being North 18

degrees 17 minutes 05 seconds West 3,338.16 feet from the radius point of Curve #1; thence North 00 degrees 51 minutes 54 seconds West 1,665.45 feet along the West Line of the East Half of said Northwest Quarter to the Northwest Corner of the East Half of said Northwest Quarter; thence North 88 degrees 09 minutes 48 seconds East 1,059.97 feet along the North Line of said Northwest Quarter to the POINT OF BEGINNING containing 34.273 acres, more or less.

(Schooler)

**Tract 4:**

A part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East; thence South 00 degrees 24 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,355.55 feet along the East Line of said Southwest Quarter to the Southeast Corner of the Northeast Quarter of said Southwest Quarter (said corner being the midpoint of the East Line of said Southwest Quarter); thence South 88 degrees 12 minutes 40 seconds West 1,317.97 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Southwest Corner of the Northeast Quarter of said Southwest Quarter; thence North 00 degrees 22 minutes 28 seconds East 1,336.58 feet along the West Line of the Northeast Quarter of said Southwest Quarter to the Northwest Corner of the Northeast Quarter of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 852.94 feet along the North Line of said Southwest Quarter to the northwestern corner of the 1.00 acre tract of land described in the WARRANTY DEED recorded in Deed Record 187, page 153 by the Recorder of Boone County, Indiana, the following three (3) courses are along the boundary of said 1.00 acre tract of land; 1) thence South 01 degree 44 minutes 33 seconds East (South 01 degree 16 minutes 0 seconds East by deed) 217.00 feet; 2) thence North 88 degrees 15 minutes 27 seconds East (North 88 degrees 44 minutes 0 seconds East by deed) 200.00 feet; 3) North 01 degree 44 minutes 33 seconds West (North 01 degree 16 minutes 0 seconds West by deed) 217.80 feet to the North Line of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 265.90 feet along the North Line of said Southwest Quarter to the POINT OF BEGINNING containing 39.409 acres, more or less.

(CPF Farms I)

**(LESS AND EXCEPT:** Legal Description: A portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows: BEGINNING at a point on the East Line of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, said point of beginning being South 00 degrees 24 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 988.92 feet from the Northeast Corner of said Southwest Quarter; thence South 00 degrees 24 minutes 48 seconds West 346.63

feet along the East Line of said Southwest Quarter to the Southeast Corner of the Northeast Quarter of said Southwest Quarter (said corner being the midpoint of the East Line of said Southwest Quarter); thence South 88 degrees 12 minutes 40 seconds West 1,034.52 feet along the South Line of the Northeast Quarter of said Southwest Quarter; thence North 00 degrees 22 minutes 28 seconds East 385.69 feet parallel with the West Line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 37 minutes 32 seconds East 1,034.02 feet to the POINT OF BEGINNING.)

(Deeded to New Hope)

**Tract 5:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Southeast Corner of the West Half of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, said point of beginning being South 88 degrees 09 minutes 48 seconds West (Indiana West Zone NAD 83 State Plane Coordinate System) 1,317.11 feet from the Southeast Corner of said Southwest Quarter; thence South 88 degrees 09 minutes 48 seconds West 978.14 feet along the South Line of said Southwest Quarter to the southwestern corner of the 60.00 acre tract of land ("Parcel 2") described in the QUITCLAIM DEED recorded as instrument #0305521 by Recorder of Boone County, Indiana; thence North 00 degrees 22 minutes 28 seconds East 534.80 feet along the western boundary of said 60.00 acre tract of land; thence North 88 degrees 09 minutes 48 seconds East 978.14 feet parallel with the South Line of said Southwest Quarter to the East Line of the West Half of said Southwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 534.80 feet along the East Line of the West Half of said Southwest Quarter to the POINT OF BEGINNING containing 12.000 acres, More or less.

(CPF Farms 2)

**Tract 6:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, thence South 88 degrees 09 minutes 48 seconds West (Indiana West Zone NAD 83 State Plane the Southeast Corner of the West Half of Coordinate System) 1,317.11 feet along the South Line of said Southwest Quarter to the Southeast Corner of the West Half of said Southwest Quarter; thence South 88 degrees 09 minutes 48 seconds West 978.14 feet along the South Line of said Southwest Quarter to the southwestern corner of the 60.00 acre tract of land ("Parcel 2") described in the

QUITCLAIM DEED recorded as instrument #0305521 by Recorder of Boone County, Indiana; thence North 00 degrees 22 minutes 28 seconds East 534.80 feet along the western boundary of said 60.00 acre tract of land to the POINT OF BEGINNING of this description; thence North 00 degrees 22 minutes 28 seconds East 2,140.00 feet along the western boundary of said 60.00 acre tract of land to its northwestern corner on the North Line of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 978.08 feet along the North Line of said Southwest Quarter to the Northeast Corner of the West Half of said Southwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 2,138.39 feet along the East Line of the West Half of said Southwest Quarter to a point being North 88 degrees 09 minutes 48 seconds East (parallel with the South Line of said Southwest Quarter) of the point of beginning; thence South 88 degrees 09 minutes 48 seconds West 978.14 parallel with the South Line of said Southwest Quarter to the POINT OF BEGINNING containing 48.000 acres, more or less.

(CPF Farms 3)

**Tract 7:**

Part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East, Eagle Township, Boone County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Section; thence North 00 degrees 10 minutes 48 seconds West along the West line of said Quarter Section a distance of 1115.50 feet to a point on the southern right of way line of State Road No. 334 as set forth within the Right of Way Plans for State Highway Project No. S-556 (2); thence North 89 degrees 49 minutes 12 seconds East along the said southern right of way line 25.00 feet to the eastern right of way line of County Road 650 East; thence South 00 degrees 10 minutes 48 seconds East along said eastern right of way line 50.02 feet to a point on the southern right of way line of State Road 334 as set forth within the Right of Way Plans for State Highway Project No. STI-65-5 (E) R/W; thence along said southern right of way line by the next three (3) calls: 1) North 38 degrees 45 minutes 45 seconds East 72.34 feet; 2) North 88 degrees 15 minutes 20 seconds East 200.00 feet; 3) North 78 degrees 19 minutes 45 seconds East 203.04 feet to a point on the southern right of way line of State Road No. 334 as set forth within the Right of Way Plans for State Highway Project No. S-556 (2); thence along said southern right of way line by the next three (3) calls: 1) North 88 degrees 15 minutes 20 seconds East 502.26 feet; 2) South 88 degrees 52 minutes 56 seconds East 100.12 feet; 3) North 88 degrees 15 minutes 20 seconds East 245.04 feet to the northerly extension of an existing fence; thence South 00 degrees 07 minutes 37 seconds East along said existing fence and the extension thereof 1213.23 feet to the South line of said Quarter Section; thence North 88 degrees 59 minutes 04 seconds West along said South line 1315.64 feet to the place of beginning.

(Eiteljorg)

**Tract 8:**

Legal Description: A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana, being bounded as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 07 minutes 39 seconds East (assumed bearing) 269.49 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 1 East; thence South 01 degree 05 minutes 27 seconds East 1,433.27 feet along the East Line of said Northeast Quarter to its point of intersection with the easterly extension of a fence line; thence South 87 degrees 32 minutes 54 seconds West 243.95 feet along said fence line and its extensions to a corner post; thence South 01 degree 14 minutes 52 seconds East 98.90 feet along a fence line to the Northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-556(2), said point being on a non-tangent curve concave to the South (said curve hereinafter referred to as Curve #1) and being North 02 degrees 02 minutes 43 seconds West 34,415.19 feet from the radius point of Curve #1, the following five (5) courses are along said right-of-way line: 1) thence Westerly 166.40 feet along Curve #1 to the Point Of Beginning of this description, said point of beginning being North 02 degrees 19 minutes 20 seconds West 34,415.19 feet from the radius point of Curve #1; 2) thence Westerly 5.95 feet along Curve #1 to a point being North 02 degrees 19 minutes 56 seconds West 34,415.19 feet from the radius point of Curve #1; 3) thence North 89 degrees 33 minutes 24 seconds West 100.25 feet to a point on a non-tangent curve concave to the South, said curve is concentric with Curve #1 and said point is North 02 degrees 29 minutes 56 seconds West 34,420.19 feet from the radius point of said curves; 4) thence Westerly 248.22 feet along said curve to a point being North 02 degrees 54 minutes 43 seconds West 34,420.19 feet from the radius point of said curves; 5) thence South 87 degrees 05 minutes 16 seconds West 35.71 feet; thence North 01 degree 20 minutes 52 seconds West 989.33 feet; thence North 88 degrees 39 minutes 08 seconds East 442.64 feet to the Western right-of-way of proposed relocated County Road 700 East, the following three (3) courses are along the Western right-of-way of proposed relocated County Road 700 East; 1) thence South 08 degrees 57 minutes 10 seconds West 221.84 feet to the point of curvature of a curve to the left, said point of curvature being North 81 degrees 02 minutes 50 seconds West 805.00 feet from the radius point of said curve; 2) thence Southerly 144.72 feet along said curve to its point of tangency, said point of tangency being South 88 degrees 39 minutes 08 seconds West 805.00 feet from the radius point of said curve; 3) thence South 01 degree 20 minutes 52 seconds East 623.30 feet to the Point Of Beginning.

(Soni)

**(LESS AND EXCEPT:** A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,429.36 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 242.00 feet by deed) along the northern boundary of said 0.778 acre tract of

land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 112.93 feet along the western boundary of said 0.778 acre tract of land to the northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-556(2), said point being on a non-tangent curve concave to the south (said curve hereinafter referred to as Curve #1) and being North 01 degree 49 minutes 25 seconds West 34,417.47 feet from the radius point of Curve #1, the following five (5) courses are along said right-of-way line; 1) thence westerly 169.39 feet along Curve #1 to a point being North 02 degrees 06 minutes 20 seconds West 34,417.47 feet from the radius point of Curve #1; 2) thence North 89 degrees 19 minutes 48 seconds West 16.42 feet to a point on the western right-of-way line of proposed (March 2004) relocated County Road 700 East and to the POINT OF BEGINNING of this description; 3) thence North 89 degrees 19 minutes 48 seconds West 83.83 feet to a point on a non-tangent curve concave to the south, said curve is concentric with Curve #1 and said point is North 02 degrees 16 minutes 20 seconds West 34,422.47 feet from the radius point of said curves; 4) thence westerly 248.22 feet along said curve to a point being North 02 degrees 41 minutes 07 seconds West 34,422.47 feet from the radius point of said curves; 5) thence South 87 degrees 18 minutes 53 seconds West 35.71 feet; thence North 01 degree 01 minute 47 seconds West 991.80 feet; thence North 88 degrees 58 minutes 13 seconds East 438.28 feet to said western right-of-way line of proposed relocated County Road 700 East, the following four (4) courses are along said western right-of-way of proposed relocated County Road 700 East; 1) thence South 08 degrees 57 minutes 10 seconds West 213.35 feet to the point of curvature of a curve to the left, said point of curvature being North 81 degrees 02 minutes 50 West 805.00 feet from the radius point of said curve; 2) thence southerly 144.72 feet along said curve to its point of tangency, said point of tangency being South 88 degrees 39 minutes 08 seconds West 805.00 feet from the radius point of said curve; 3) thence South 01 degree 20 minutes 52 seconds East 608.48 feet; 4) thence South 44 degrees 32 minutes 52 seconds West 34.82 feet to the POINT OF BEGINNING, containing 9.000 acres, more or less.)

(Deeded to Cornerstone)

**(ALSO LESS AND EXCEPT** A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,429.36 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana and to the POINT OF BEGINNING of this description; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 242.00 feet by deed) along the northern boundary of said 0.778 acre tract of land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 14.05 feet along the western boundary of said 0.778 acre tract of land to a southern boundary line (the South 88 degrees 42 minutes 57 seconds West 243.95 foot course) of the 94.760 acre tract of land described in the SPECIAL WARRANTY DEED recorded as instrument #0412186 by said Recorder; thence North 87 degrees 48 minutes 49 seconds East 237.93 feet along said southern boundary line to its eastern terminus on the East Line of said Northeast Quarter; thence North 00 degrees 46 minutes 22 seconds West 3.98 feet along

the East Line of said Northeast Quarter to the POINT OF BEGINNING containing 0.049 acres, more or less. **AND FURTHER EXCEPTING** -Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,142.04 feet along the East Line of said Northeast Quarter to the POINT OF BEGINNING of this description; thence South 00 degrees 46 minutes 22 seconds East 287.32 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 242.00 feet by deed) along the northern boundary of said 0.778 acre tract of land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 14.05 feet along the western boundary of said 0.778 acre tract of land to a southern boundary line (the South 88 degrees 42 minutes 57 seconds West 243.95 foot course) of the 94.760 acre tract of land described in the SPECIAL WARRANTY DEED recorded as instrument #0412186 by said Recorder; thence South 87 degrees 48 minutes 49 seconds West 4.59 feet along said southern boundary line to a corner of said 94.760 acre tract of land; thence South 01 degree 10 minutes 00 seconds East 98.72 feet (measured, 98.90 feet in said SPECIAL WARRANTY DEED) along an eastern boundary of said 94.760 acre tract of land to its southern terminus on the northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-556(2), said point being on a non-tangent curve concave to the south and being North 01 degree 49 minutes 29 seconds West 34,417.47 feet from the radius point of said curve; thence westerly 25.14 feet along said right-of-way line to a point on the western right-of-way line of proposed (June 2005) relocated County Road 700 East, said point being North 01 degree 51 minutes 59 seconds West 34,417.47 feet from the radius point of said curve; thence North 46 degrees 46 minutes 06 seconds West 35.10 feet along said proposed western right-of-way line; thence North 01 degree 20 minutes 52 seconds West 369.14 feet along said proposed western right-of-way line to a point being South 88 degrees 39 minutes 08 seconds West of the point of beginning; thence North 88 degrees 39 minutes 08 seconds East 295.83 feet to the POINT OF BEGINNING containing 2.040 acres, more or less.)

(Deeded to Boone REMC)

**Tract 9:**

Legal Description: A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East of the Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Commencing at a rebar found marking the Southeast Corner of the Northwest Quarter of said Section, the basis of bearings for this description is the Indiana State right-of-way of State Road 334, recorded in Deed Record 251, page 478-481 recorded in the Boone County Recorder's Office; thence North 00 degrees 44 minutes 23 seconds West 1323.63 feet along the East line of said Quarter Section to the Point of Beginning; thence continue North 00 degrees 44 minutes 23 seconds West 780.71 feet along the East line of said Quarter Section; thence South 87 degrees 15 minutes 22 seconds West 405.01 feet parallel with a farm field fence that is 50 feet perpendicular

distance to described line; thence South 00 degrees 32 minutes 24 seconds West 812.70 feet parallel with, and 50 feet perpendicular to the East line of a parcel of land that is leased to Crystal Flash Corporation by Charles and Verlene Schooler recorded in the Boone County Recorder's Office as Miscellaneous Record 104, pages 891-893, to the North line of the Indiana State right-of-way of State Road 334, as now located and established, recorded in Boone County Recorder's Office in Deed Book 251, pages 478-481; thence with said right-of-way, South 89 degrees 00 minutes 00 seconds East 343.41 feet; thence with said right-of-way, North 43 degrees 21 minutes 67 seconds East 78.51 feet to the intersection of the West right-of-way line of County Road 650 East and the North right-of-way line of State Road 334 as described in Deed Book 251 pages 478-481; thence North 89 degrees 15 minutes 37 seconds East 25.02 feet to the Point of Beginning.

(Cornerstone)

**Tract 10:**

Legal Description: A part of the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, being more particularly described as follows:

283.25 feet by parallel lines off the entire Western side of the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, containing 8.691 acres, more or less.

(New Hope)

**Tract 11:**

Part of the Southeast quarter of Section 36, Township 18 North, Range 1 East in Boone County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Southeast quarter section; thence South 00 Degrees 26 Minutes 18 Seconds West along the East line of said quarter section 930.59 feet; thence North 90 Degrees 00 Minutes 00 Seconds West 1339.17 feet to the East line of the Northwest quarter of said Southeast quarter section; thence North 00 Degrees 24 Minutes 53 Seconds East along said East line 931.12 feet to the Northeast corner of the Northwest quarter of said Southeast quarter section; thence South 89 Degrees 58 Minutes 38 Seconds East along the North line of said Southeast quarter section 1339.56 feet to the beginning point. And Lots 1 through 8, Lot 10 and Lots 12 through 20, inclusive, in Schmidt and Allen Subdivision in Eagle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Ottinger & Trout)

**Tract 12:**

Lot 9 in Schmidt and Allen Subdivision in Eagle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Ottinger)

**Tract 13:**

Lot 11 in Schmidt and Allen Subdivision in Eagle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Trout)

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16**

**GENERAL ASSESSMENT RATES FOR ALL UNITS**

**PRIOR TO THE DETERMINATION DATE**

Type of Unit	Amount of Assessment for Calendar Year 2006 <sup>1</sup>
1. Each Single Family Detached Living Unit:	\$200.00 per year
2. Each (i) Living Unit in a Multifamily Structure or Multiuse Structure (including Living Units that are Condominiums) or (ii) Living Unit attached to another Living Unit developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling:	\$275.00 per year
3. Each Nonresidential Unit:	Per square foot of the Nonresidential Unit <sup>2</sup> :
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	
0-25,000 square feet	\$0.080 per square foot
25,000-50,000 square feet	\$0.075 per square foot
50,000-100,000 square feet	\$0.070 per square foot
100,000-250,000 square feet	\$0.065 per square foot
250,000-500,000 square feet	\$0.060 per square foot
500,000-1,000,000 square feet	\$0.050 per square foot
more than 1,000,000 square feet	\$0.045 per square foot
(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office\medical office\flex office	
0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

<sup>1</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such increase shall exceed five percent (5%) for any one year.

<sup>2</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

**(c) Nonresidential Units where the predominant use  
is not one of the uses described in 3 (a) or 3 (b) above**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16(b)(ii)(1)**

**GENERAL ASSESSMENT RATES FOR RESIDENTIAL LOTS  
 (OTHER THAN CONDOMINIUMS)**

**AFTER THE DETERMINATION DATE**

After the Determination Date, each Residential Lot (other than Condominiums) will be assessed a share of the Total Estimated Costs (as determined by the Corporation) for each service described below, in accordance with the appropriate method of calculation. Each Residential Lot is equal to one (1) Service Unit. The Total Number of Service Units is an amount equal to the sum (i) of all Residential Lots, plus (ii) all Service Units attributable to all other Lots. All examples are for illustrative purposes only.

Type of Service	Method of Calculation of Assessment
<p><b>1. Ponds/Drainage System</b></p>	<p><b>Calculation Defined:</b> An amount equal to (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) one (1).</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Calculation: \$100,000 / 1000 = 100 x 1 = \$100.00 per Service Unit</p> <p>In the foregoing example the Owner of a Residential Lot would be assessed \$100.00 for these services.</p>
<p><b>2. Maintenance of the Community Area, including Common Lighting, Parks, Paths and Path Lights, Site Furniture and Facilities, and Anson Community Buildings</b></p>	<p><b>Calculation Defined:</b> An amount equal to (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) one (1).</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Calculation: \$100,000 / 1000 = 100 x 1 = \$100.00 per Service Unit</p> <p>In the foregoing example the Owner of a Residential Lot would be assessed \$100.00 for these services.</p>
<p><b>3. Maintenance of Entry Ways, Landscape Easements, Planting Areas, Roundabouts and Street Trees</b></p>	<p><b>Calculation Defined:</b> An amount equal to (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) one (1).</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000</p>

	<p>Total Number of Service Units = 1000 Calculation: <math>\\$100,000 / 1000 = 100 \times 1 = \\$100.00</math> per Service Unit</p> <p>In the foregoing example the Owner of a Residential Lot would be assessed \$100.00 for these services.</p>
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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16(b)(ii)(2)(A)**

**GENERAL ASSESSMENT RATES FOR UNIMPROVED NONRESIDENTIAL LOTS**

**AFTER THE DETERMINATION DATE**

After the Determination Date, each Unimproved Nonresidential Lot will be assessed a share of the Total Estimated Costs (as determined by the Corporation) for each service described below, in accordance with the appropriate method of calculation (including the method for calculating the number of Service Units attributable to an unimproved Nonresidential Lot). The Total Number of Service Units is an amount equal to the sum of (i) all Residential Lots, plus (ii) all Service Units attributable to all other Lots. All examples are for illustrative purposes only.

Type of Service	Method of Calculation of Assessment
<p><b>1. Ponds/Drainage System</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every three (3) acres of the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Total Acres of subject Lot = 10 acres            Number of Service Units = 10 x 1/3 = 3.33 Service Units            Calculation: \$100,000 / 1000 = 100 x 3.33 = \$333.00</p> <p>In the foregoing example the Owner of a 10-acre Unimproved Nonresidential Lot would be assessed \$333.00 for these services.</p>
<p><b>2. Maintenance of the Community Area, including Common Lighting, Parks, Paths and Path Lights, Site Furniture and Facilities, and Anson Community Buildings</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every six (6) acres of the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Total Acres of subject Lot = 10 acres            Number of Service Units = 10 x 1/6 = 1.67 Service Units</p>

	<p>Calculation: <math>\\$100,000 / 1000 = 100 \times 1.67 = \\$167.00</math></p> <p>In the foregoing example the Owner of a 10-acre Unimproved Nonresidential Lot would be assessed \$167.00 for these services.</p>
<p><b>3. Maintenance of Entry Ways, Landscape Easements, Planting Areas, Roundabouts and Street Trees</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every six (6) acres of the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000        Total Number of Service Units = 1000        Total Acres of subject Lot = 10 acres        Number of Service Units = <math>10 \times 1/6 = 1.67</math> Service Units        Calculation: <math>\\$100,000 / 1000 = 100 \times 1.67 = \\$167.00</math></p> <p>In the foregoing example the Owner of a 10-acre Unimproved Nonresidential Lot would be assessed \$333.00 for these services.</p>

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16(b)(ii)(2)(B)**

**GENERAL ASSESSMENT RATES FOR NONRESIDENTIAL LOTS IMPROVED WITH A MULTIFAMILY STRUCTURE OR MULTIUSE STRUCTURE AND LOTS IMPROVED WITH A HORIZONTAL PROPERTY REGIME**

**AFTER THE DETERMINATION DATE**

After the Determination Date, each Nonresidential Lot improved with a Multifamily Structure or Multiuse Structure and each Lot improved with a Horizontal Property Regime will be assessed a share of the Total Estimated Costs (as determined by the Corporation) for each service described below, in accordance with the appropriate method of calculation (including the method for calculating the number of Service Units attributable to such improved Nonresidential Lot. The Total Number of Service Units is an amount equal to the sum of (i) all Residential Lots plus (ii) all Service Units attributable to all other Lots. All examples are for illustrative purposes only.

Type of Service	Method of Calculation of Assessment
<p><b>1. Ponds/Drainage System</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every 2,000 square feet of building improvements located on the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Total Square Footage of building improvements = 40,000            Number of Service Units = 40,000 x 1/2,000 = 20 Service Units            Calculation: \$100,000 / 1000 = 100 x 20 = \$2,000.00</p> <p>In the foregoing example the Owner of a Nonresidential Lot improved with a Multifamily Structure or Multiuse Structure or the association of a Horizontal Property Regime having 40,000 square feet of building improvements would be assessed \$2,000.00 for these services.</p>
<p><b>2. Maintenance of the Community Area, including Common Lighting, Parks, Paths and Path Lights, Site Furniture and Facilities, and Anson Community Buildings</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (i) for every</p>

	<p>Living Unit and (ii) for every 2,000 square feet of each Nonresidential Unit contained in the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000          Total Number of Service Units = 1000          Total Number of Units in the Lot= 50          Number of Service Units = 50          Calculation: <math>\\$100,000 / 1000 = 100 \times 50 = \\$5,000.00</math></p> <p>In the foregoing example, the Owner of a Nonresidential Lot improved with a Multifamily Structure or the association of a Horizontal Property Regime containing 50 Living Units would be assessed \$5,000.00. Using the same method of calculation, the Owner of a Multiuse Structure containing two Living Units and one Nonresidential Unit containing 2,000 square feet would be assessed for 3 Service Units, or \$300.00, for these services.</p>
<p><b>3. Maintenance of Entry Ways, Landscape Easements, Planting Areas, Roundabouts and Street Trees</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (i) for every Living Unit and (ii) for every 2,000 square feet of each Nonresidential Unit contained in the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000          Total Number of Service Units = 1000          Total Number of Living Units in the Lot = 50          Number of Service Units = 50          Calculation: <math>\\$100,000 / 1000 = 100 \times 50 = \\$5,000.00</math></p> <p>In the foregoing example, the Owner of a Nonresidential Lot improved with a Multifamily Structure or the association of a Horizontal Property Regime containing 50 Living Units would be assessed \$5,000.00. Using the same method of calculation, the Owner of a Multiuse Structure containing two Living Units and one Nonresidential Unit containing 2,000 square feet would be assessed for 3 Service Units, or \$300.00, for these services.</p>

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16(b)(ii)(2)(C)**

**GENERAL ASSESSMENT RATES FOR IMPROVED NONRESIDENTIAL LOTS NOT IMPROVED WITH A MULTIFAMILY STRUCTURE OR MULTIUSE STRUCTURE**

**AFTER THE DETERMINATION DATE**

After the Determination Date, each improved Nonresidential Lot not improved with a Multifamily Structure or a Multiuse Structure will be assessed a share of the Total Estimated Costs (as determined by the Corporation for each service described below, in accordance with the appropriate method of calculation (including the method for calculating the number of Service Units attributable to an improved Nonresidential Lot not improved with a Multifamily Structure or a Multiuse Structure). The Total Number of Service Units is an amount equal to the sum of (i) all Residential Lots plus (ii) all Service Units attributable to all other Lots. All examples are for illustrative purposes only.

Type of Service	Method of Calculation of Assessment
<p><b>1. Ponds/Drainage System</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every 2,000 square feet of building improvements located on the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000            Total Number of Service Units = 1000            Total Square Footage of Building Improvements = 20,000            Number of Service Units = 20,000 x 1/2,000 = 10 Service Units            Calculation: \$100,000 / 1000 = 100 x 10 = \$1,000.00</p> <p>In the foregoing example the Owner of a 20,000 square foot improved Nonresidential Lot (not improved with a Multifamily Structure or a Multiuse Structure) would be assessed \$1,000.00 for these services.</p>
<p><b>2. Maintenance of the Community Area, including Common Lighting, Parks, Paths and Path Lights, Site Furniture and Facilities, and Anson Community Buildings</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every 2,000 square feet of building improvements located on the Lot.</p>

	<p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000          Total Number of Service Units = 1000          Total Square Footage of building improvements = 40,000          Number of Service Units = 40,000 x 1/2,000 = 20 Service Units          Calculation: \$100,000 / 1000 = 100 x 20 = \$2,000.00</p> <p>In the foregoing example the Owner of a 40,000 square foot improved Nonresidential Lot (not improved with a Multifamily Structure or a Multiuse Structure) would be assessed \$2,000.00 for these services.</p>
<p><b>3. Maintenance of Entry Ways, Landscape Easements, Planting Areas, Roundabouts and Street Trees</b></p>	<p><b>Calculation Defined:</b> An amount equal to: (i) the Total Estimated Costs, <u>divided by</u> (ii) the Total Number of Service Units, <u>multiplied by</u> (iii) the number of Service Units attributable to the Lot.</p> <p><b>Service Unit Defined:</b> One (1) Service Unit (or fraction thereof) for every 2,000 square feet of building improvements located on the Lot.</p> <p><b>Illustrative example:</b></p> <p>Total Estimated Costs = \$100,000          Total Number of Service Units = 1000          Total Square Footage of building improvements = 40,000          Number of Service Units = 40,000 x 1/2,000 = 20 Service Units          Calculation: \$100,000 / 1000 = 100 x 20 = \$2,000.00</p> <p>In the foregoing example the Owner of a 40,000 square foot improved Nonresidential Lot (not improved with a Multifamily Structure or a Multiuse Structure) would be assessed \$2,000.00 for these services.</p>

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16(c)**

**INITIAL ASSESSMENT RATES FOR ALL LOTS AND UNITS**

Type of Lot or Unit	Amount of Assessment for Calendar Year 2006 <sup>3</sup>
1. Each Lot for a Single Family Detached Living Unit:	\$325.00 per year
2. Each (i) Living Unit in a Multifamily Structure or Multiuse Structure (including Living Units that are Condominiums) or (ii) Living Unit attached to another Living Unit developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling:	\$325.00 per year
3. Each Nonresidential Unit:	Per square foot of the Nonresidential Unit <sup>4</sup> :
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	
0-25,000 square feet	\$0.050 per square foot
25,000-50,000 square feet	\$0.045 per square foot
50,000-100,000 square feet	\$0.040 per square foot
100,000-250,000 square feet	\$0.035 per square foot
250,000-500,000 square feet	\$0.030 per square foot
more than 500,000 square feet	\$0.025 per square foot
(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office\medical office\flex office	
0-10,000 square feet	\$0.100 per square foot
10,000-25,000 square feet	\$0.090 per square foot
25,000-50,000 square feet	\$0.080 per square foot
50,000-100,000 square feet	\$0.070 per square foot
100,000-200,000 square feet	\$0.060 per square foot
more than 200,000 square feet	\$0.050 per square foot
(c) Nonresidential Units where the predominant use is not one of the uses described in 3 (a) or 3 (b) above	
0-10,000 square feet	\$0.100 per square foot
10,000-25,000 square feet	\$0.090 per square foot

<sup>3</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such increase shall exceed five percent (5%) for any one year.

<sup>4</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

25,000-50,000 square feet	\$0.080 per square foot
50,000-100,000 square feet	\$0.070 per square foot
100,000-200,000 square feet	\$0.060 per square foot
more than 200,000 square feet	\$0.050 per square foot

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

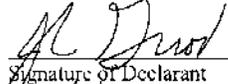
Declaration

This form is to be signed by the preparer of a document and recorder with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

  
\_\_\_\_\_  
Signature of Declarant  
John Girod  
Printed Name of Declarant

⑤  
19.00  
+ 2NON  
+ 1CROSS  
FIRST AMERICAN

200600007848  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
07-21-2006 At 03:15 pm.  
COVENANTS 22.00

**FIRST AMENDMENT  
TO  
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
ANSON**

THIS AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 17 day of July, 2006, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

**1. Recitals.** The following facts are true:

(a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 200600000262.

(b) Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) of the Master Declaration.

(c) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

**2. Amendments.**

(a) The following is added as Paragraph 16(k) to the Master Declaration:

Master Billing. The Corporation may, upon request of a Supplemental Association, collect Parcel Assessments and other Assessments under a Supplemental Declaration for and on behalf of such Supplemental Association.

(b) The following is added as Paragraph 19(c) to the Master Declaration:

Maintenance of Portion of Right-of-Way Adjoining Certain Lots. Each Owner of a (i) Nonresidential Lot or (ii) Residential Lot used or intended to be used for an Attached Living Unit shall at such Owner's expense and subject to and in accordance with the requirements of any applicable governmental authority, keep that portion of the public-right-of-way between such Lot and the back of curb of the street located in such right-of-way in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of any Planting Area; the pruning, cutting and replacement of all Street Trees and shrubbery; the maintenance and repair of any Site Furniture and Facilities therein; and the maintenance, including removal of snow and ice, resurfacing and repair of any paved areas, including sidewalks. All such maintenance and repair shall be performed in a manner and with such frequency as is consistent with good property management as determined by the Board of Directors.

In the event an Owner of a Lot subject to this Paragraph 19(c) shall fail to keep and maintain such portion of the right-of-way as provided herein, the Corporation, after notice to the Owner as provided by the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to correct drainage and to repair, replace, maintain and restore any of the foregoing to be maintained and repaired by the Owner. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

(c) The following is added as Paragraph 40 to the Master Declaration, and is entitled "Anson Medallions":

The external façade of the principal building on each Nonresidential Lot in Anson must include a stone medallion of size, design and materials specified by Declarant and displaying the Anson logo and stating the year in which such building was constructed. Such medallion shall be placed at a location on a corner of such building approved by the applicable Design Review Board as part of its approval of a Lot Development Plan.

(d) Exhibit A, "Definitions," is amended to add the following definition of "Attached Living Unit":

"Attached Living Unit" means a Living Unit attached to another Living Unit developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling.

(e) The definition of "Multifamily Structure" in Exhibit A, "Definitions," is hereby deleted and the following is inserted in lieu thereof:

"Multifamily Structure" means a structure with two or more Living Units under one roof, except when such Living Units are Attached Living Units or are located in a Multiuse Structure.

(f) The definition of "Nonresidential Unit" in Exhibit A, "Definitions," is hereby deleted and the following is inserted in lieu thereof:

"Nonresidential Unit" means any (i) structure (including common areas) or (ii) portion of a Multiuse Structure which is designed and intended for use and occupancy for such non-residential purposes as are permitted under the Zoning Ordinance exclusive of home-based offices and other uses accessory to the use and enjoyment of a Residential Lot. A Nonresidential Unit may be a Condominium.

(g) The definition of "Owner" in Exhibit A, "Definitions," is hereby amended by deleting the phrase "or is acquiring" from each place where it is contained therein.

(h) Schedule 16 is hereby deleted and Schedule 16 attached to this First Amendment is inserted in lieu thereof.



**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE 16**

**GENERAL ASSESSMENT RATES FOR ALL UNITS**

**PRIOR TO THE DETERMINATION DATE**

Type of Unit	Amount of Assessment for Calendar Year 2006 <sup>1</sup>														
1. Each Residential Lot for a Single Family Detached Living Unit:	\$200.00 per year														
2. Each Lot for a Living Unit attached to another Living Unit developed side by side for sale as Condominiums or as fee simple dwellings where land is sold with the dwelling:	\$275.00 per year														
3. Each unimproved Nonresidential Lot:	\$100 per acre per year														
4. Each Nonresidential Lot improved with one or more Multifamily Structures or a structure containing a Horizontal Property Regime not included within a Multiuse Structure:	\$275.00 per year per Living Unit in such Multifamily Structure and Condominium in such Horizontal Property Regime														
5. Each Nonresidential Lot improved with one or more Multiuse Structures (including Multiuse Structures that include a Condominium):	\$275.00 per year per Living Unit in such Multiuse Structure (including Living Units that are Condominiums) and an amount per square foot of Nonresidential Units located in such Multiuse Structure determined as provided in 6(a), 6(b) or 6(c) below.														
6. Each other Nonresidential Lot:	Per square foot of the Nonresidential Units <sup>2</sup> located on such Lot:														
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	<table> <tbody> <tr> <td data-bbox="402 1125 570 1152">0-25,000 square feet</td> <td data-bbox="971 1125 1154 1152">\$0.080 per square foot</td> </tr> <tr> <td data-bbox="402 1152 618 1180">25,000-50,000 square feet</td> <td data-bbox="971 1152 1154 1180">\$0.075 per square foot</td> </tr> <tr> <td data-bbox="402 1180 630 1207">50,000-100,000 square feet</td> <td data-bbox="971 1180 1154 1207">\$0.070 per square foot</td> </tr> <tr> <td data-bbox="402 1207 641 1234">100,000-250,000 square feet</td> <td data-bbox="971 1207 1154 1234">\$0.065 per square foot</td> </tr> <tr> <td data-bbox="402 1234 641 1262">250,000-500,000 square feet</td> <td data-bbox="971 1234 1154 1262">\$0.060 per square foot</td> </tr> <tr> <td data-bbox="402 1262 652 1289">500,000-1,000,000 square feet</td> <td data-bbox="971 1262 1154 1289">\$0.050 per square foot</td> </tr> <tr> <td data-bbox="402 1289 667 1316">more than 1,000,000 square feet</td> <td data-bbox="971 1289 1154 1316">\$0.045 per square foot</td> </tr> </tbody> </table>	0-25,000 square feet	\$0.080 per square foot	25,000-50,000 square feet	\$0.075 per square foot	50,000-100,000 square feet	\$0.070 per square foot	100,000-250,000 square feet	\$0.065 per square foot	250,000-500,000 square feet	\$0.060 per square foot	500,000-1,000,000 square feet	\$0.050 per square foot	more than 1,000,000 square feet	\$0.045 per square foot
0-25,000 square feet	\$0.080 per square foot														
25,000-50,000 square feet	\$0.075 per square foot														
50,000-100,000 square feet	\$0.070 per square foot														
100,000-250,000 square feet	\$0.065 per square foot														
250,000-500,000 square feet	\$0.060 per square foot														
500,000-1,000,000 square feet	\$0.050 per square foot														
more than 1,000,000 square feet	\$0.045 per square foot														

<sup>1</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such increase shall exceed five percent (5%) for any one year.

<sup>2</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

**(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office\medical office\flex office**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

**(c) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is not one of the uses described in 3 (a) or 3 (b) above**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

①  
21.00  
+ 2.00 County  
+ 2.00 Non  
Chicago Title

200700007559  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
07-18-2007 At 02:03 pm.  
COVENANTS 25.00

**SECOND AMENDMENT  
TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
ANSON**

THIS SECOND AMENDMENT ("Second Amendment") to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 3rd day of July, 2007 (the "Effective Date"), by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

(a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana (the "Recorder's Office") on January 11, 2006, as Instrument Number 200600000262, and amended by that First Amendment recorded in the Recorder's Office on July 21, 2006, as Instrument number 200600007848.

(b) The Applicable Date has not yet occurred and, therefore, Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) thereof.

(c) Pursuant to Paragraph 3(b) of the Declaration, Declarant has the right to amend the Declaration for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of the Declaration.

2. **Recitals and Defined Terms.** The Recitals set forth above are hereby incorporated by reference. Any capitalized terms, used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

3. **Amendment - Withdrawn Property.** The following amendment shall become effective as of the Effective Date:

(a) Pursuant to the provisions of Paragraph 3(b) of the Master Declaration, the property set out in Exhibit A attached hereto (the "Withdrawn Property") is hereby withdrawn from the Master Declaration, the Parcel and the Property and is not part of the General Plan of Development, and is removed from any document recorded to establish easements or other agreements created in the Master Declaration, including but not limited to, those documents recorded in the office of the Recorder of Boone County, Indiana as Instruments Number 200600001996, Instrument Number 200600013389 and Instrument Number 200700001463.

(b) The Withdrawn Property is not General Community Area, so the consent of the Corporation is not required pursuant to Paragraph 3(a) of the Master Declaration.

4. **Effect of Amendment.** This Second Amendment shall not affect Declarant's right to annex additional property pursuant to Paragraph 3(a) of the Declaration.

5. **Effective Date.** Except as expressly amended hereby, the Master Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this Second Amendment is recorded in the Recorder's Office.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first above written.

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: Thomas A. Dickey  
(Signature)

THOMAS A. Dickey  
(Printed Name)

Its: Vice President & General Manager, Anson  
(Title)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the VP + General Manager, Anson of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Second Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 7th day of April, 2007.

My Commission Expires: 10/27/2013

Julie Hoyt  
Notary Public Residing in Hamilton Co  
JULIE HOYT  
(Printed Signature)



**CONSENTS TO SECOND AMENDMENT TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), is the owner of the Withdrawn Property described in the foregoing Second Amendment to Master Declaration of Covenants and Restrictions of Anson, and does hereby consent on behalf of itself, its successors and assigns, to the terms of the foregoing Second Amendment to Master Declaration of Covenants and Restrictions of Anson.

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Business Centers Corporation, its sole general partner

By: Thomas A. Dickey  
(Signature)

THOMAS A. Dickey  
(Printed Name)

Its: Vice President & General Manager,  
(Title) Anson

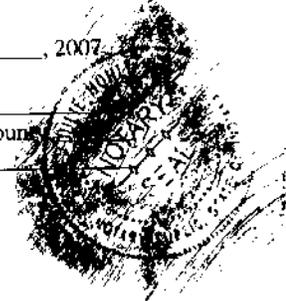
STATE OF INDIANA )  
) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the VP + General Manager, Anson Duke Business Centers Corporation, the sole general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Second Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 20th day of April, 2007.

My Commission Expires:  
10/27/2013

Jillie Holt  
Notary Public Residing in Hamilton County  
JILLIE HOLT  
(Printed Signature)



I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Angela E. Tempel

This instrument prepared by: Angela E. Tempel, Bose McKinney & Evans LLP, 2700 First Indiana Plaza, 135 N. Pennsylvania Street, Indianapolis, Indiana 46204.

**EXHIBIT A**

**Lowe's Parcel**

A part of Block – J in Anson Development – Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana being bounded as follows:

**BEGINNING** at the northeastern corner of Block – J in Anson Development – Phase I South as per plat thereof recorded as instrument 200600001996 by the Recorder of Boone County, Indiana; thence South 01 degree 01 minute 27 seconds East (the bearing system of the plat is assumed) 988.17 feet along the eastern boundary of said Block – J; thence South 89 degrees 32 minutes 33 seconds West 82.53 feet; thence North 68 degrees 37 minutes 36 seconds West 26.54 feet; thence North 89 degrees 54 minutes 14 seconds West 592.71 feet; thence North 00 degrees 00 minutes 00 seconds 213.84 feet; thence North 90 degrees 00 minutes 00 seconds East 30.31 feet; thence North 00 degrees 00 minutes 00 seconds 225.16 feet; thence North 90 degrees 00 minutes 00 seconds East 25.40 feet; thence North 00 degrees 00 minutes 00 seconds 171.50 feet; thence South 89 degrees 52 minutes 54 seconds East 208.77 feet to a point that is South 00 degrees 07 minutes 06 seconds West of a point on the southern right-of-way line of State Road 334, which is also the northern boundary of said Block – J, that is South 87 degrees 18 minutes 53 seconds West 417.55 feet from the northeastern corner of said Block –J; thence North 00 degrees 07 minutes 06 seconds East 348.39 feet to said point on the southern right-of-way line of State Road 334; thence North 87 degrees 18 minutes 53 seconds East 417.55 feet along the southern right-of-way line of State Road 334 to the **POINT OF BEGINNING** containing 12.839 acres, more or less.

23  
55.00  
+ 3.00 Cross  
+ 2.00 Non  
First American

200800000889  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
01-23-2008 at 10:03 am.  
COVENANTS 60.00

THIRD AMENDMENT  
TO  
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
ANSON

THIS AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 17<sup>th</sup> day of January, 2008, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

(a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 200600000262.

(b) The First Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 21, 2006 as Instrument Number 200600007848.

(c) The Second Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 18, 2007 as Instrument Number 200700007559.

(d) Declarant, Browning/Duke, LLC, an Delaware limited liability company, ("BDLLC"), and Duke Construction Limited Partnership, an Indiana limited partnership, ("DCLP") are the owner(s) of the fee simple title to the real estate located in Boone County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Additional Real Estate"), which is Part of the Development Area;

(e) Pursuant to Paragraph 3 of the Master Declaration, Declarant has the right, with the consent of BDLLC and DCLP, to bring the Additional Real Estate within the scheme of the Master Declaration and add the Additional Real Estate to the Property.

(f) Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) of the Master Declaration.

(g) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

2. **Amendments.**

(a) Pursuant to Paragraph 3 of the Master Declaration and with the consent of BDLLC and DCLP, the Additional Real Estate is made part of the Property, and the Restrictions shall run with the land and shall be binding upon and inure to the benefit of the parties having or acquiring any interest in the Additional Real Estate or any part or parts thereof.

(b) Schedule 16 is hereby deleted and Schedule 16 attached to this Third Amendment is inserted in lieu thereof.

(c) Paragraph 17 is hereby amended by adding "(including, without limitation, the landscaping and related appurtenances such as irrigation that are to be located within any public

right-of-way or Private Street adjoining any Lot that is required to be maintained by the Owner of such Lot)" after the word "Lots" the second time which it appears.

(d) Paragraph 19(c) of the Master Declaration is hereby amended to add the words "or Private Street" after the phrase "right-of-way" wherever it appears.

(e) Notwithstanding anything in the Master Declaration to the contrary, if a Supplemental Declaration so provides, Declarant may exercise the powers (unless and until relinquished by Declarant in accordance with the Supplemental Declaration) within the Parcel subject to such Supplemental Declaration, in lieu of (i) a Supplemental Association of owning, maintaining and administering the General Community Area and Limited General Community Area, administering and enforcing the Restrictions, collecting and disbursing the General Assessments, Special Assessments and other charges created by the Master Declaration, and promoting the health, safety and welfare of the Owners and Occupants of Lots and Units such Parcel, or (ii) a Design Review Board of architectural control. In the event a Supplemental Declaration so provides for Declarant to exercise such powers, the Corporation shall not have the power to veto any action taken or contemplated to be taken by Declarant under such Supplemental Declaration or to require specific action to be taken by Declarant in connection with its express obligations and responsibilities under a Supplemental Declaration. Declarant may, within a Parcel that does not have a Supplemental Association and where it has such powers pursuant to the Supplemental Declaration, exercise any of the easements described in Section 20 of the Master Declaration that would otherwise run to the benefit of a Supplemental Association having jurisdiction of such Parcel.

(f) Paragraph 39 of the Master Declaration is hereby amended to add the words "without the prior written approval of Declarant" to the end of the first sentence thereof.

3. **Effective Date.** Except as expressly amended hereby, the Master Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this Third Amendment is recorded in the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date first above written.

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: Thomas A. Dickey  
(Signature)

(Printed Name) Thomas A. Dickey  
Vice President and General Manager, Anson

Its: \_\_\_\_\_  
(Title)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

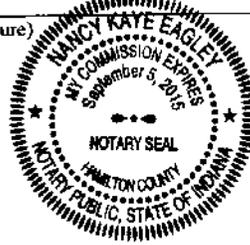
Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the VP + Gen. Mgr., ANSON of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Third Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of January, 2008.

My Commission Expires: \_\_\_\_\_

Nancy Kaye Eagley  
Notary Public Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Printed Signature)





CONSENT TO ADDITION OF ADDITIONAL PROPERTY

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership, ("DCLP") is owner of all or a portion of the Additional Property described in the foregoing Third Amendment to Master Declaration of Covenants and Restrictions (such of the Additional Property being owned by DCLP being hereafter referred to as the "DCLP Property"), and does hereby consent on behalf of itself, its successors and assigns, to the submission of the DCLP Property to the Master Declaration of Covenants and Restrictions. DCLP further agrees that from and after the date of this Consent, the DCLP Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, covenants and restrictions contained in the Master Declaration of Covenants and Restrictions, as the same may be amended from time to time, all of which shall run with the title to the DCLP Property and shall be binding upon all persons having any rights, title or interest in the DCLP Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Business Centers Corporation, an Indiana corporation, its general partner

By: Thomas A. Dickey

Thomas A. Dickey  
(Printed) Vice President and General Manager, Anson

Its: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the VP - Gen Mgr, Anson of Duke Business Centers Corporation, an Indiana corporation, the general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing Consent to Third Amendment to Master Declaration of Covenants and Restrictions of Anson for an on behalf of said limited partnership.

Witness my hand and Notarial Seal this 17th day of January, 2008.

My Commission Expires:

Nancy Kaye Eagley  
(Signature)  
Notary Public Residing in \_\_\_\_\_  
(Printed Name)



I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

David R. Warshauer

This instrument prepared by David R. Warshauer, Attorney at Law, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204

**EXHIBIT A**

**Legal Description**

**PARCEL 1:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Northwest Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 20 minutes 51 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,334.05 feet along the North Line of said Northwest Quarter to the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 58 minutes 32 seconds East 110.00 feet along the East Line of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 20 minutes 51 seconds West 1,333.78 feet; thence South 88 degrees 25 minutes 13 seconds West 0.36 feet to the West Line of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 110.01 feet along the West Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 3.369 acres, more or less.

Transfer Reference: Browning/Duke (Methodist Church Children's Home) from 2006/00/005/194

**PARCEL 2:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 20 minutes 51 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,334.05 feet along the North Line of said Northwest Quarter to the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 58 minutes 32 seconds East 110.00 feet along the East Line of the Northwest Quarter of said Northwest Quarter to the southeastern corner of the 3.369 acre tract of land described in the GENERAL WARRANTY DEED recorded as instrument #200600002805 by the Recorder of Boone County, Indiana and to the **POINT OF BEGINNING** of this description; thence South 00 degrees 58 minutes 32 seconds East 1,214.27 feet along the East Line of the Northwest Quarter of said Northwest Quarter to the Southeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 08 minutes 41 seconds West 667.53 feet along the South Line of the Northwest Quarter of said Northwest Quarter to the Northeast Corner of the West Half of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees 57 minutes 11 seconds East 663.31 feet along the East Line of the West Half of the Southwest Quarter of said Northwest Quarter to the Southeast Corner of the North Half of the West Half of the Southwest Quarter of said Northwest Quarter; thence South 89 degrees 02 minutes 37 seconds West 667.79 feet along the South Line of the North Half of the West Half of the

Southwest Quarter of said Northwest Quarter to the Southwest Corner of the North Half of the West Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 664.49 feet along the West Line of said Northwest Quarter to the Southwest Corner of the Northwest Quarter of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 1,218.98 feet along the West Line of said Northwest Quarter to the southwestern corner of said 3.369 acre tract of land; thence North 88 degrees 25 minutes 13 seconds East 0.36 feet along the southern boundary of said 3.369 acre tract of land; thence North 89 degrees 20 minutes 51 seconds East 1,333.78 feet along the southern boundary of said 3.369 acre tract of land to the **POINT OF BEGINNING** containing 47.451 acres, more or less.

Transfer Reference: Browning/Duke (Methodist Church Children's Home) from 2006/00/006/023

PARCEL 3:

Tract I:

A part of the Northeast Quarter of the Southeast Quarter of Section twenty-six (26), Township eighteen (18) North, Range one (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana and more particularly described as follows:

**BEGINNING** at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, and run thence south 610.50 feet following the quarter-quarter section line and an existing fence; thence east 648.70 feet along an existing fence; thence north 619 feet along an existing fence to the Half Section Line and center of public road 450-S; thence west 649.30 feet following the Half Section Line and center road 450-S to the **PLACE OF BEGINNING**.

(ref only 9.16 acres more or less)

Tract II:

Part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, and being more particularly described as follows:

**BEGINNING** at the Southwest Corner of said quarter-quarter section; thence North 1 degree 06 minutes 21 seconds East along an existing fence line, 713.24 feet to an existing fence corner; thence South 89 degrees 12 minutes 10 seconds East along an existing fence line, 648.29 feet to an existing fence corner; thence South 1 degree 15 minutes 37 seconds West 707.73 feet to an iron pin set on the South Line of said quarter-quarter section; thence North 89 degrees 41 minutes 32 seconds West along said South Line; 646.43 feet to the **POINT OF BEGINNING**.

(ref only 10.558 acres more or less)

Transfer Reference: Browning/Duke (Dunbar) from 2006/00/009/833

PARCEL 4:

A part of the Southeast Quarter of Section 26, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 26, Township 18 North, Range 1 East; thence South 88 degrees 30 minutes 23 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,336.04 feet along the South Line of said Southeast Quarter to the Southwest Corner of the East Half of said Southeast Quarter; thence North 00 degrees 48 minutes 40 seconds West 1,324.29 feet along the West Line of the East Half of said Southeast Quarter to the Southwest Corner of the Northeast Quarter of said Southeast Quarter and the **POINT OF BEGINNING** of this description; thence North 00 degrees 48 minutes 40 seconds West 714.15 feet along the West Line of the Northeast Quarter of said Southeast Quarter to the southwestern corner of the 9.16 acre tract of land (called "Tract I" in the following reference) described in the WARRANTY DEED recorded as instrument #0213885 by the Recorder of Boone County, Indiana; thence North 88 degrees 44 minutes 08 seconds East 651.85 feet along the southern boundary of said 9.16 acre tract of land, along the westerly extension of the northern boundary of the 10.558 acre tract of land (called "Tract II") also described in said WARRANTY DEED and along the northern boundary of said 10.558 acre tract of land to its northeastern corner; thence South 00 degrees 35 minutes 22 seconds East 708.91 feet along the eastern boundary of said 10.558 acre tract of land to its southeastern corner on the South Line of the Northeast Quarter of said Southeast Quarter; thence South 88 degrees 16 minutes 16 seconds West 649.17 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the **POINT OF BEGINNING** containing 10.625 acres, more or less.

Transfer Reference: Browning/Duke (Dunbar) from 2006/00/009/834

PARCEL 5:

The East One-Half (1/2) of the Northeast One-Quarter (1/4) of Section 26, Township 18 North, Range 1 East of the Second Principal Meridian, containing Eighty acres, more or less, located in Worth Township, Boone County, Indiana.

Transfer Reference: Browning/Duke (Isenhower) from 2006/00/005/194

PARCEL 6:

A part of the Southwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and more particularly described as follows:

Beginning at a point 331.94 feet north (North 00 degrees 55 minutes 51 seconds West measured, the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) of the southwest corner of the southwest quarter of the northwest quarter, and thence north (North 00 degrees 55 minutes 51 seconds West measured) 331.94 feet

following the section line and center of public road 500-E; thence east 668.33 feet (North 89 degrees 03 minutes 13 seconds East 669.92 feet measured) to an iron pipe (found); thence south 331.46 feet (South 00 degrees 55 minutes 45 seconds East 329.00 feet measured) to an iron pipe (found); thence west 668.175 feet (South 88 degrees 48 minutes 06 seconds West 669.02 feet measured) to the section line, center of public road 500-E and the place of beginning. (Ref only 5.09 acres more or less)

Transfer Reference: Browning/Duke (Matters) from 2006/00/005/194

**PARCEL 7:**

Part of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, more particularly described as follows, to-wit:

**BEGINNING** in the East Line of said Quarter Quarter section at a point 60 feet south of the Northeast Corner of said Quarter Quarter section; thence south upon and along the East Line of said Quarter Quarter section 805.27 feet to a point in the northeasterly right of way line of Interstate Road #65; thence in a northwesterly direction upon and along said right of way line 592.85 feet to a point; thence in a northeasterly direction at a right angle to the last described line, 544.96 feet; more or less, to the **PLACE OF BEGINNING**.

Containing 3.71 acres, more or less and located in Worth Township, Boone County, Indiana.

Transfer Reference: Browning/Duke (Wilson) from 2006/00/005/194

**PARCEL 8:**

A part of the Northeast [Quarter] of the Southwest Quarter of Section Twenty-six (26), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana described as follows:

**BEGINNING** at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, a run thence south 865.37 feet following [the] quarter section line fence to the northeast right-of-way line of Interstate Road No. 65; thence North 43 degrees 27 minutes West 1185.70 feet following said right-of-way line to the east-west section line; thence east 810.60 feet following [said] quarter section line and public road to the **PLACE OF BEGINNING**

**EXCEPTING THEREFROM:** Part of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, more particularly described as follows:

**BEGINNING** in the East Line of said quarter-quarter section at a point 60 feet south of the Northeast Corner of said quarter-quarter section; thence south upon and along the East Line of said quarter-quarter section 805.27 feet to a point in the northeasterly right of way line of Interstate No. I-65 (access road); thence in a northwesterly direction upon and along said right-of-way line 592.85 feet to a point; thence in a northeasterly direction at a right angle to

the last described line, 544.96 feet, more or less, to the **PLACE OF BEGINNING**, containing 3.71 acres, more or less.

Transfer Reference: Browning/Duke (Wisehart) from 2006/00/005/418

**PARCEL 9:**

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West, (bearing computed from centerline of I-65 as shown on state highway plans), along the north quarter section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 0 degrees 24 minutes 01 seconds West, generally with a fence and said fence line extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, generally with an existing fence 170.00 feet; thence North 0 degrees 24 minutes 01 seconds East 616.71 feet to the north quarter section line, thence North 88 degrees 43 minutes 22 seconds East, along said North Line 170.03 feet to the **POINT OF BEGINNING**.

Except that part conveyed to the Commissioners of Boone County, Indiana by a certain Dedication and Deed of Public Right-of-Way recorded March 28, 2006 as Instrument No. 2006-2975, more particularly described as follows:

**BEGINNING** at a point on the North Line of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, said point of beginning being the northeastern corner of the 2.415 acre tract of land described in the **WARRANTY DEED** recorded as instrument #0204616 by the Recorder of Boone County, Indiana and being South 88 degrees 16 minutes 21 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 592.07 feet from the Northeast Corner of said Northwest Quarter; thence South 00 degrees 03 minutes 00 seconds East 104.19 feet along the eastern boundary line of said 2.415 acre tract of land to a point on a non-tangent curve concave to the north, said point being South 04 degrees 49 minutes 31 seconds West 896.50 feet from the radius point of said curve; thence westerly 145.14 feet along said curve to its point of tangency, said point of tangency being South 14 degrees 06 minutes 04 seconds West 896.50 feet from the radius point of said curve; thence North 75 degrees 53 minutes 56 seconds West 27.83 feet to the western boundary line of said 2.415 acre tract of land; thence North 00 degrees 03 minutes 00 seconds West 68.45 feet along the western boundary line of said 2.415 acre tract of land to its northwestern corner on the North Line of said Northwest Quarter; thence North 88 degrees 16 minutes 21 seconds East 170.04 feet along the North Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 0.347 acres, more or less.

Transfer Reference: Duke (Garrison) from 2006/00/003/895

PARCEL 10:

A part of the Southeast quarter of the Northwest Quarter of Section Twenty-Five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and containing 1.95 acres, more or less, and more particularly described as follows:

Beginning at a point 120 feet West of the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, and run thence West 250 feet following the half section line and center of public road 450-S; thence North 340 feet to an iron pipe; thence East 250 feet to an iron pipe; thence South 340 feet to the half section line, center of public road 450-S and place of beginning.

Transfer Reference: Browning/Duke (Padgett Jr.) from 2006/00/005/194

PARCEL 11:

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Northeast Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence South 01 degree 01 minute 15 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 783.50 feet along the East Line of said Northwest Quarter; thence South 89 degrees 20 minutes 51 seconds West 1,334.66 feet parallel with the North Line of said Northwest Quarter to the West Line of the East Half of said Northwest Quarter; thence North 00 degrees 58 minutes 32 seconds West 783.49 feet along the West Line of the East Half of said Northwest Quarter to the Northwest Corner of the East Half of said Northwest Quarter; thence North 89 degrees 20 minutes 51 seconds East 1,334.05 feet along the North Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 24.000 acres, more or less.

**ALSO**, a part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Southeast Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence South 88 degrees 56 minutes 33 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 120.00 feet along the South Line of said Northwest Quarter to the southeastern corner of the 1.95 acre tract of land described in the WARRANTY DEED recorded in Deed Record 230, page 410 by the Recorder of Boone County, Indiana, the following three (3) courses are along the boundary of said 1.95 acre tract of land; 1) thence North 01 degree 20 minutes 08 seconds West 340.86 feet to an iron pipe found; 2) thence South 88 degrees 49 minutes 21 seconds West 249.78 feet to an iron pipe found; 3) thence South 01 degree 17 minutes 57 seconds East 340.34 feet to the South Line of said Northwest Quarter; thence South 88 degrees 56 minutes 33 seconds West 966.11 feet along the South Line of said Northwest Quarter to the Southwest Corner of the East Half of said Northwest Quarter; thence South 88 degrees 56 minutes 33 seconds

West 668.05 feet along the South Line of said Northwest Quarter to the Southwest Corner of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 57 minutes 11 seconds West 585.94 feet along the West Line of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 88 degrees 56 minutes 33 seconds East 2,003.47 feet parallel with the South Line of said Northwest Quarter to the East Line of said Northwest Quarter; thence South 01 degree 01 minute 15 seconds East 585.94 feet along the East Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 25.000 acres, more or less.

Transfer Reference: Browning/Duke (Padgett Sr.) from 2006/00/005/194

**PARCEL 12:**

A part of the Southwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, and run thence 331.94 feet following the section line and center of Public road 500-E; thence East 668.175 feet to an iron pipe; thence south 331.47 feet to the half section line and center of Public Road 450-S; thence West 668.02 feet following the half section line and center of Public Road 450-S to the Place of Beginning. (Ref only 5.09 acres more or less)

Transfer Reference: Browning/Duke (Shepard) from 2006/00/006/417

**PARCEL 13:**

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northwest Corner of the aforesaid Northwest Quarter proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning, proceed thence South 00 degrees 24 minutes 01 seconds West, with the fence and said fence line extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, with an existing fence, 731.95 feet; thence North 00 degrees 02 minutes 52 seconds East, along the quarter quarter section line, 612.45 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line, 735.86 feet to the **POINT OF BEGINNING**.

**EXCEPT** therefrom the following:

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the section line 1,114.77 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 00 degrees 02 minutes 52 seconds West, 614.03 feet; thence South 89 degrees 08 minutes 51 seconds West, along an existing fence, 213.13 feet; thence North 00 degrees 02 minutes 52 seconds East, along the quarter-quarter section line, 612.45 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line, 213.16 feet to the **POINT OF BEGINNING**.

**ALSO, EXCEPT** the following:

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the north quarter section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 0 degrees 24 minutes 01 seconds West, generally with a fence and said fence extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, generally with an existing fence 170.00 feet; thence North 0 degrees 24 minutes 01 seconds East, 616.71 feet to the north quarter section line, thence North 88 degrees 43 minutes 22 seconds East, along said North Line 170.03 feet to the **POINT OF BEGINNING**.

Also except that part conveyed to the Commissioners of Boone County, Indiana by a certain Dedication and Deed of Public Rights-of-Way recorded March 28, 2006 as Instrument No. 2006-2974, more particularly described as follows:

**BEGINNING** at a point on the North Line of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, said point of beginning being the northeastern corner of the 4.960 acre tract of land described in the WARRANTY DEED recorded as instrument #9912240 by the Recorder of Boone County, Indiana and being South 88 degrees 16 minutes 21 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 762.11 feet from the Northeast Corner of said Northwest Quarter; thence South 00 degrees 03 minutes 00 seconds East 68.45 feet along the eastern boundary line of said 4.960 acre tract of land; thence North 75 degrees 53 minutes 56 seconds West 141.49 feet to the point of curvature of a curve to the left, said point of curvature being North 14 degrees 06 minutes 04 seconds East 786.50 feet from the radius point of said curve; thence westerly 217.28 feet along said curve to its point of tangency and the northwestern corner of said 4.960 acre tract of land on the North Line of said Northwest Quarter, said point being North 01 degree 43 minutes 39 seconds West 786.50 feet from the radius point of said curve; thence North 88 degrees 16 minutes 21 seconds East 352.66 feet along the North Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 0.204 acres, more or less.

Transfer Reference: Duke (Sosinski) from 2006/00/003/893

PARCEL 14:

Tract I:

The Southeast Quarter of the Northwest Quarter of Section 26, in Township 18 North, Range 1 East, containing forty (40) acres, more or less, located in Worth Township, Boone County, Indiana.

Tract II:

The Southwest Quarter of the Northeast Quarter of Section 26, Township 18 North, Range 1 East, containing forty (40) acres, more or less, located in Worth Township, Boone County, Indiana.

Tract III:

A part of the west half of the southeast quarter of Section 26, Township 18 North, Range 1 East of the Second Principal Meridian, described as follows, to-wit:

Commencing at the northwest corner of said tract and running thence south 37.28 chains to the center line of State Road No. 52, thence south 42 degrees east 3.5 chains with said center line, thence east 17.57 chains with the south line of said tract to the southeast corner thereof, thence north 40.20 chains to the northeast corner of said tract, thence west 20.12 chains to the point of beginning, containing 80.35 acres, more or less, located in Worth Township, Boone County, Indiana.

Except, however, approximately 14.30 acres thereof which was appropriated for highway right-of-way and being particularly described as follows:

Project I-030-4 (11) Parcel No. 1: Beginning at the Southeast corner of Section twenty-six, Township eighteen North, Range one East, Worth Township, Boone County, Indiana; thence West, one thousand one hundred sixty-one and one half feet along the South line of said Section twenty-six to Station 297+37.3, line "E", thence North, two thousand six hundred twenty-three and nine tenths feet to a point; thence West two thousand four hundred eighty-five and six tenths feet to the point of beginning, being that point on centerline at Station 261+23 ± on line "T", as shown upon the plans of Project I-03-4 Section 11, Sheet 8, on file in the office of the State Highway Department of Indiana; And from said Point of Beginning; thence to enclose a parcel of land to be acquired as Right of Way and is further described as Parcel No. 1 Right of Way;

Parcel No. 1 Right of Way: Thence West, one hundred forty-four and six tenths feet to a point; thence North forty-three degrees and twenty-seven minutes West, three hundred forty-nine and seven tenths feet to a point; Thence North, three hundred seventy and eight tenths feet to a point; Thence North three hundred seventy and eight tenths feet to a point; Thence

South forty-three degrees and twenty-seven minutes East, eight hundred and four tenths feet to a point; Thence West two hundred six and six tenths feet to the Point of Beginning.

Parcel No. 1A Right of Way: hence thence the survey so continues South two thousand four hundred forty-four and eight tenths feet to a point; thence East two thousand three hundred fifteen and nine tenths feet to a point at Station 294 + 80, Line "E" to enclose Parcel No. 1A Right of Way;

Thence South one hundred thirty-seven and seven tenths feet (South deed) to a point;

Thence North forty-three degrees and twenty-seven minutes West, seven hundred eighty-five and six tenths feet to a point;

Thence North forty-four degrees and ten minutes West, eight hundred and one tenth feet to a point; Thence North forty-one degrees and fifty-four minutes West, three hundred sixty-eight and one half feet to a point; Thence North three hundred forty-four and four tenths feet to a point; Thence South forty-three degrees and twenty-seven minutes East one thousand nine hundred fifty-four feet to a point; Thence South two hundred and six tenths feet (South deed) to the Place of Beginning.

Being all land conveyed to Lester R. Bradley and Alice Bradley a/k/a Lester E. Bradley and Alyce Bradley, husband and wife, by deed from the Indiana National Bank of Indianapolis, as Executor dated March 9, 1987 and recorded March 17, 1987, in Deed Record 227, page 757, in the Office of the Recorder of Boone County, Indiana.

Excepting therefrom that portion of the real estate conveyed by Lester E. Bradley and Alyce Bradley, husband and wife, to Lafayette Auto Exchange, Inc, by deed dated October 8, 1996 and recorded October 9, 1996 as Instrument No. 96-09435 in the Office of the Recorder of Boone County, Indiana, said real estate described in said deed as follows:

A part of the West Half of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described by:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 26; thence North 00 degrees 13 minutes 48 seconds West, along the Quarter Section line, a distance of 193.41 feet to the **POINT OF BEGINNING**; thence continuing North 00 degrees 13 minutes 48 seconds West, along the Quarter Section line and the east described line of the Cloud Property, as recorded in Deed Record 181, pages 566-567, a distance of 1289.28 feet; thence South 41 degrees 54 minutes 00 seconds East, along the southwesterly limited access right of way of Interstate 65, a distance of 362.10 feet; thence South 44 degrees 10 minutes 00 seconds East, along said southwesterly limited access right of way, a distance of 800.10 feet; thence South 43 degrees 27 minutes 00 seconds East, along said southwesterly limited access right of way a distance of 788.70 feet; thence South 00 degrees 16 minutes 42 seconds East, along the Quarter-Quarter Section line, a distance of 42.52 feet; thence South 88 degrees 57 minutes 33 seconds West, along the Section line, that part of the north described line of the Lafayette Auto Exchange, Inc., the property, as recorded in Deed

Record 256, pages 676-677 and the north described line of the Guest property, as recorded in Deed Record 227, page 966, a distance of 1167.22 feet; thence North 41 degrees 42 minutes 59 seconds West, along the approximate centerline of the right of way of Indianapolis Avenue (formerly U.S. 52), a distance of 255.02 feet to the **POINT OF BEGINNING**.

Transfer Reference: Browning/Duke (Maplelawn) from 2006/00/005/194

**PARCEL 15:**

A part of the Northeast Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northwest Corner of the Northeast Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 12 minutes 35 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,099.70 feet along the North Line of said Northeast Quarter to the centerline of Fishback Creek, the following four (4) courses are along the centerline of Fishback Creek; 1) thence South 39 degrees 30 minutes 31 seconds East 69.32 feet; 2) thence South 64 degrees 52 minutes 50 seconds East 79.96 feet; 3) thence South 36 degrees 28 minutes 05 seconds East 141.65 feet; 4) thence South 59 degrees 49 minutes 30 seconds East 43.94 feet to a point on the East Line of the West Half of said Northeast Quarter; thence South 00 degrees 56 minutes 59 seconds East 123.31 feet along the East Line of the West Half of said Northeast Quarter to a point being 350.00 feet (measured in a perpendicular direction) from the North Line of said Northeast Quarter; thence South 89 degrees 12 minutes 35 seconds West 1,334.20 feet parallel with the North Line of said Northeast Quarter to the West Line of said Northeast Quarter; thence North 01 degree 01 minute 15 seconds West 350.00 feet along the West Line of said Northeast Quarter to the **POINT OF BEGINNING** containing 10.114 acres, more or less.

Transfer Reference: Browning/Duke (Maxson) from 2006/00/005/194

**PARCEL 16:**

The Northwest Quarter of the Northeast Quarter and a part of the Northeast Quarter of the Northwest Quarter, located in Section 26, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described by:

Beginning at the Northwest Corner of the Northeast Quarter of said Section 26, thence North 88 degrees 51 minutes 20 seconds East, along the section line, a distance of 1328.55 feet; thence South 00 degrees 17 minutes 42 seconds East, along the quarter-quarter section line, a distance of 1333.21 feet; thence South 88 degrees 38 minutes 59 seconds West, along the quarter-quarter section line, a distance of 1333.27 feet; thence South 89 degrees 01 minutes 25 seconds West along the quarter-quarter section line, a distance of 1331.16 feet; thence North 00 degrees 02 minutes 51 seconds East, along the quarter-quarter section line and that part of the east described line of the Bell Property as recorded in Instrument No. 96-9047, a distance of 718.71 feet; thence North 89 degrees 08 minutes 50 seconds East a distance of

731.95 feet; thence North 00 degrees 24 minutes 00 seconds East, along the east described line of the Weinerman Property as recorded in Instrument No. 96-6077, a distance of 617.97 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line and the approximate centerline of County Road 400 South, a distance of 592.07 feet to the Point of Beginning.

Transfer Reference: Duke (Jarrell) from 2006/00/004/820

PARCEL 17:

Tract I:

A part of the Northeast Quarter of Section 25, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, particularly described as follows:

From the southeast corner of the west Half of the aforesaid northeast quarter, proceed thence North 0 degrees east (an assumed bearing), along the Quarter-Quarter section line, 336.79 feet to the point of beginning; From said point of beginning, proceed thence north 88 degrees 43 Minutes 59 seconds west, with an existing fence, 203.32 feet; thence North 00 degrees 25 minutes 59 seconds west, with an existing fence, 146.72 feet; thence south 89 degrees 58 minutes 28 seconds east, with an existing fence 204.38 feet; thence south 00 degrees west, with the quarter-quarter section Line, 151.12 feet to the point of beginning.

Tract II:

Part of the West Half of the Northeast Quarter of Section 25, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described as follows:

Commencing at the Southeast Corner of the West Half of the approximate centerline of County Road 575 East and the Quarter-Quarter Section line, North 00 degrees 00 minutes 00 seconds West 487.91 feet to the Point of Beginning; thence along the North line described of the F. Mike Wolfa Property recorded in Deed Record 230, page 572 Boone County Recorder's Office, North 89 degrees 58 minutes 28 seconds West 204.38 feet; thence North 00 degrees 25 minutes 59 seconds West 64.50 feet; thence North 90 degrees 00 minutes 00 seconds East 204.87 feet; thence along the approximate centerline of County Road 575 East and the Quarter-Quarter Section line, South 00 degrees 00 minutes 00 seconds East 64.50 feet to the Point of Beginning.

Transfer Reference: Browning/Duke (Wolfla)

PARCEL 18:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

BEGIN at a railroad rail monument at the Southeast Corner of the aforesaid Northeast Corner, and proceed thence South 89°02'06" West (the bearing determined from I-65 centerline as shown on State Highway plans), 519.77 feet to a point 2,159.31 feet east of a

railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00°19'53" West, 152.54 feet; thence South 89°58'52" West, 150.00 feet along an existing fence line; thence North 00°20'02" West, 1,424.92 feet along the quarter-quarter-quarter section line; thence North 89°08'13" East, 669.91 feet to a point 1,058.52 feet south of the Northeast Corner of the aforesaid Northeast Quarter; thence South 00°19'42" East, 1,578.75 feet to the **POINT OF BEGINNING**. Containing 23.7555 acres, more or less.

**EXCEPT** the tract of land described in the WARRANTY DEED recorded as instrument #9802165 by the Recorder of Boone County, Indiana as follows:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on State Highway plans), 369.77 feet along the quarter section line to the **POINT OF BEGINNING**. From said point of beginning, continue thence South 89 degrees 02 minutes 06 seconds West, 150.00 feet to a point 2,159.31 feet east of a railroad rail monument at the Southwest Quarter of the aforesaid Northeast Quarter; thence North 00 degrees 19 minutes 53 seconds West, 152.54 feet along the quarter-quarter-quarter section line [sic]; thence North 89 degrees 58 minutes 52 seconds East, 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 43 seconds East, 150.07 feet to the **POINT OF BEGINNING**, containing 0.5210 acres, more or less.

Transfer Reference: DCLP (Edmonds)

**PARCEL 19:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East of the Second Principal Meridian and being more particularly described as follows, to-wit:

From a railroad rail at the Northeast Corner of the aforesaid tract, proceed thence South 88 degrees 44 minutes 0 seconds West for a distance of 265.90 feet to the Point of Beginning; from said Point of Beginning proceed thence South 88 degrees 44 minutes 0 seconds West for a distance of 200.00 feet along the North line of the Southwest Quarter; thence South 1 degree 16 minutes 0 seconds East for a distance of 217.80 feet; thence North 88 degrees 44 minutes 0 seconds East for a distance of 200.00 feet; thence North 1 degree 16 minutes 0 seconds West for a distance of 217.80 feet to the Point of Beginning, containing 1.00 acres, more or less.

Transfer Reference: DCLP (Gordon)

PARCEL 20:

The Southeast Quarter of the Northwest Quarter of Section 31, Township 18 North, Range 2 East of the Second Principal Meridian, containing 40 acres, more or less.

Transfer Reference: DCLP (CPF Forms – 4<sup>th</sup> Option Parcel)

PARCEL 21:

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at a point on the East Line of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, said point of beginning being the southeastern corner of the 24.000 acre tract of land called "Tract VI-(Padgett, Sr. Tract), Parcel I" in the LIMITED WARRANTY DEED recorded as instrument #200600005194 by the Recorder of Boone County, Indiana and being South 01 degree 01 minute 15 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 783.50 feet from the Northeast Corner of said Northwest Quarter; thence South 01 degree 01 minute 15 seconds East 1,269.67 feet along the East Line of said Northwest Quarter to the northeastern corner of the 25.000 acre tract of land called "Tract VI-(Padgett, Sr. Tract), Parcel II" in said LIMITED WARRANTY DEED; thence South 88 degrees 56 minutes 33 seconds West 2,003.47 feet along the northern boundary of said 25.000 acre tract of land to its northwestern corner on the West Line of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 57 minutes 11 seconds West 740.69 feet along the West Line of the East Half of the Southwest Quarter of said Northwest Quarter to the Northwest Corner of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 08 minutes 41 seconds East 667.53 feet along the North Line of the East Half of the Southwest Quarter of said Northwest Quarter to the Northeast Corner of the East Half of the Southwest Quarter of said Northwest Quarter and the West Line of the East Half of said Northwest Quarter; thence North 00 degrees 58 minutes 32 seconds East 540.78 feet along the West Line of the East Half of said Northwest Quarter to the southwestern corner of said 24.000 acre tract of land; thence North 89 degrees 20 minutes 51 seconds East 1,334.66 feet along the southern boundary of said 24.000 acre tract of land to the **POINT OF BEGINNING** containing 50.396 acres, more or less.

Transfer Reference: Browning/Duke (Padgett, Sr. – Parcel C, Parcel II Property)

PARCEL 22

Tract I:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed thence South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on highway plans) 519.77 feet along the Quarter Section line to the Point of Beginning; from said Point of Beginning continue South 89 degrees 02 minutes 06 seconds West 150.00 feet to a point 2,009.31 feet East of a railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00

degrees 20 minutes 02 seconds West, 155.02 feet along the Quarter-Quarter-Quarter Section line; thence North 89 degrees 58 minutes 52 seconds East 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 53 seconds East 152.54 feet to the Point of Beginning.

Tract II:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed thence South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on the State Highway Plans), 369.77 feet along the Quarter Section line to the Point of Beginning; from said Point of Beginning, continue thence South 89 degrees 02 minutes 06 seconds West, 150.00 feet to a point 2,159.31 feet East of a railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00 degrees 19 minutes 53 seconds West, 152.54 feet along the Quarter-Quarter-Quarter Section line; thence North 89 degrees 58 minutes 52 seconds East, 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 43 seconds East, 150.07 feet to the Point of Beginning.

Transfer Reference: DCLP (Thomas)

PARCEL 23

50 acres of uniform width off of and across the entire South end of the West Half of the Northwest Quarter of Section 31, Township 18 north, Range 2 East located in Eagle Township, Boone County, Indiana.

The above legal description has now been modernized by a legal description as created by American Consulting, Inc., more particularly described as follows:

50 acres of uniform width off of and across the entire South end of the West Half of the Northwest Quarter of Section 31, Township 18 north, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 36, Township 18 North, Range 1 East; thence North 00 degrees 48 minutes 09 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 38.58 feet along the East line of said Southeast Quarter to the Southwest Corner of the Northwest Quarter of Section 13, Township 18 North, Range 2 East and the Point Of Beginning of this description; thence North 00 degrees 48 minutes 09 seconds West 1,601.17 feet along the West line of said Northwest Quarter to the Northwestern Corner of 50 acres of uniform width off of and across the entire South end of the West Half of said Northwest Quarter (ref: Parcel 3 in the Quitclaim Deed recorded as Instrument #0305521 by the Recorder of Boone County, Indiana); thence North 88 degrees 15 minutes 27 seconds East 1,376.90 along the Northern boundary of said 50 acre tract of land to its Northeastern Corner on the East line of the West Half of said Northwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 1,602.04 feet along the East line of the West Half of said Northwest Quarter to the Southeast Corner of the West Half of said Northwest Quarter; thence South 88 degrees 15 minutes 27 seconds West 1,343.99 feet along the South line of said Northwest Quarter to the Point Of Beginning, containing 50.000 acres, more or less.

Transfer Reference: DCLP (Clark - 3rd Option Parcel)

**DECLARATION OF COVENANTS AND RESTRICTIONS  
SCHEDULE 16  
GENERAL ASSESSMENT RATES FOR ALL UNITS  
PRIOR TO THE DETERMINATION DATE**

Type of Unit	Amount of Assessment for Calendar Year 2006 <sup>1</sup>														
1. Each Residential Lot for a Single Family Detached Living Unit:	\$200.00 per year														
2. Each Lot for a Living Unit attached to another Living Unit developed side by side for sale as Condominiums or as fee simple dwellings where land is sold with the dwelling:	\$275.00 per year														
3. Each unimproved Nonresidential Lot:	\$100 per acre per year														
4. Each Nonresidential Lot improved with one or more Multifamily Structures or a structure containing a Horizontal Property Regime not included within a Multiuse Structure:	\$275.00 per year per Living Unit in such Multifamily Structure and Condominium in such Horizontal Property Regime														
5. Each Nonresidential Lot improved with one or more Multiuse Structures (including Multiuse Structures that include a Condominium):	\$275.00 per year per Living Unit in such Multiuse Structure (including Living Units that are Condominiums) and an amount per square foot of Nonresidential Units located in such Multiuse Structure determined as provided in 6(a), 6(b) or 6(c) below.														
6. Each other Nonresidential Lot:	Per square foot of the Nonresidential Units <sup>2</sup> located on such Lot:														
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	<table> <tbody> <tr> <td data-bbox="406 1018 779 1050">0-25,000 square feet</td> <td data-bbox="779 1018 1240 1050">\$0.080 per square foot</td> </tr> <tr> <td data-bbox="406 1050 779 1081">25,000-50,000 square feet</td> <td data-bbox="779 1050 1240 1081">\$0.075 per square foot</td> </tr> <tr> <td data-bbox="406 1081 779 1113">50,000-100,000 square feet</td> <td data-bbox="779 1081 1240 1113">\$0.070 per square foot</td> </tr> <tr> <td data-bbox="406 1113 779 1144">100,000-250,000 square feet</td> <td data-bbox="779 1113 1240 1144">\$0.040 per square foot</td> </tr> <tr> <td data-bbox="406 1144 779 1176">250,000-500,000 square feet</td> <td data-bbox="779 1144 1240 1176">\$0.035 per square foot</td> </tr> <tr> <td data-bbox="406 1176 779 1207">500,000-1,000,000 square feet</td> <td data-bbox="779 1176 1240 1207">\$0.025 per square foot</td> </tr> <tr> <td data-bbox="406 1207 779 1239">more than 1,000,000 square feet</td> <td data-bbox="779 1207 1240 1239">\$0.020 per square foot</td> </tr> </tbody> </table>	0-25,000 square feet	\$0.080 per square foot	25,000-50,000 square feet	\$0.075 per square foot	50,000-100,000 square feet	\$0.070 per square foot	100,000-250,000 square feet	\$0.040 per square foot	250,000-500,000 square feet	\$0.035 per square foot	500,000-1,000,000 square feet	\$0.025 per square foot	more than 1,000,000 square feet	\$0.020 per square foot
0-25,000 square feet	\$0.080 per square foot														
25,000-50,000 square feet	\$0.075 per square foot														
50,000-100,000 square feet	\$0.070 per square foot														
100,000-250,000 square feet	\$0.040 per square foot														
250,000-500,000 square feet	\$0.035 per square foot														
500,000-1,000,000 square feet	\$0.025 per square foot														
more than 1,000,000 square feet	\$0.020 per square foot														

<sup>1</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such increase shall exceed five percent (5%) for any one year.

<sup>2</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

**(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office/medical office/flex office**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

**(c) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is not one of the uses described in 3 (a) or 3 (b) above**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

④  
2/06 + 2 Nov  
FIRST AMERICAN  
+ 4 CROSS

FOURTH AMENDMENT  
TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
ANSON

200800002642  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
03-10-2008 At 03:42 pm.  
COVENANTS 27.00

THIS FOURTH AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 11<sup>th</sup> day of March, 2008, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

- (a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 20060000262.
- (b) The First Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 21, 2006 as Instrument Number 200600007848.
- (c) The Second Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 18, 2007 as Instrument Number 200700007559.
- (d) The Third Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 23, 2008 as Instrument Number 20080000889.
- (e) The Applicable Date has not yet occurred and, therefore, Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) of the Master Declaration.
- (f) Pursuant to Paragraph 3(b) of the Declaration, Declarant has the right to amend the Declaration for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of the Declaration.
- (g) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

2. **Amendments.**

- (a) Pursuant to the provisions of Paragraph 3(b) of the Master Declaration, the property described in Exhibit A and further depicted on Exhibit A-1 attached hereto (the "Withdrawn Property") is hereby withdrawn from the Master Declaration, the Parcel and the Property and is not part of the General Plan of Development, and is removed from any document recorded to establish easements or other agreements created in the Master Declaration.
- (b) The Withdrawn Property is not General Community Area, so the consent of the Corporation is not required pursuant to Paragraph 3(b) of the Master Declaration.





**EXHIBIT A**

**Legal Description**

Parcel I -

A part of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the southwestern corner of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 66 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 100.97 feet along the southern boundary of said Block G to the POINT OF BEGINNING of this description; thence North 87 degrees 18 minutes 53 seconds East 123.70 feet along the southern boundary of said Block G; thence North 02 degrees 44 minutes 12 seconds West 277.69 feet; thence South 87 degrees 18 minutes 56 seconds West 252.39 feet to the western boundary of said Block G; thence South 06 degrees 04 minutes 03 seconds East 114.80 feet along the western boundary of said Block G; thence South 31 degrees 14 minutes 02 seconds East 50.17 feet; thence South 02 degrees 41 minutes 20 seconds East 22.78 feet; thence South 44 degrees 00 minutes 18 seconds East 92.72 feet; thence North 87 degrees 17 minutes 14 seconds East 36.96 feet; thence South 02 degrees 42 minutes 36 seconds East 26.63 feet to the POINT OF BEGINNING containing 1.389 acres, more or less.

Parcel II -

A part of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the southwestern corner of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 66 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 224.67 feet along the southern boundary of said Block G; thence North 02 degrees 44 minutes 12 seconds West 277.69 feet to the POINT OF BEGINNING of this description, said point of beginning being a point of cusp with a curve concave to the northeast (said curve hereinafter referred to as "Curve #1) and being South 87 degrees 15 minutes 48 seconds West 36.00 feet from the radius point of Curve #1; thence North 02 degrees 44 minutes 12 seconds West 329.45 feet; thence North 88 degrees 09 minutes 07 seconds East 58.52 feet; thence North 02 degrees 44 minutes 15 seconds West 223.59 feet; thence North 67 degrees 56 minutes 40 seconds West 40.21 feet; thence North 02 degrees 44 minutes 10 seconds West 235.17 feet to the southern right-of-way line of Central Boulevard (the North 88 degrees 09 minutes 07 seconds East 145.89-foot-long course) as per said Anson Development. Phase I South Right-of-Way Dedication & Easement Location document; thence North 75 degrees 11 minutes 33 seconds East 89.18 feet, the following three (3) courses are along the southern right-of-way line of Central Boulevard; 1) thence North 88 degrees 09 minutes 07 seconds East 630.18 feet to the point of curvature of a curve to the right, said point of curvature being North 01 degree 50 minutes 53 seconds West 470.00 feet from the radius point of said curve; 2) thence easterly 73.83 feet along said curve to its point of tangency, said point of tangency being North 07 degrees 09 minutes 07 seconds East 470.00 feet from the radius point of said curve; 3) thence South 82 degrees 50 minutes 53 seconds East 76.23 feet to a transitional right-of-way line between Central Boulevard and Heartland Boulevard; thence South 42 degrees 05 minutes 52 seconds East 75.76

feet along said transitional right-of-way line to the western right-of-way line of said Heartland Boulevard; thence South 01 degree 20 minutes 52 seconds East 771.49 feet along the western right-of-way line of said Heartland Boulevard; thence South 87 degrees 18 minutes 56 seconds West 881.23 feet to the point of curvature of Curve #1, said point of curvature being South 02 degrees 41 minutes 04 seconds East 36.00 feet from the radius point of Curve #1; thence westerly, northwesterly and northerly 56.52 feet along Curve #1 to the POINT OF BEGINNING containing 17.630 acres, more or less.

**Parcel III -**

A part of Block G in the Anson Development – Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the southwestern corner of Block G in the Anson Development – Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 56 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 303.93 feet along the southern boundary of said Block G; thence South 84 degrees 09 minutes 17 seconds East 101.12 feet along said southern boundary; thence North 87 degrees 18 minutes 56 seconds East 147.28 feet along said southern boundary to the **POINT OF BEGINNING** of this description; thence North 02 degrees 42 minutes 51 seconds West 256.72 feet; thence North 87 degrees 18 minutes 56 seconds East 40.00 feet parallel with the adjacent portion of the southern boundary of said Block G; thence South 02 degrees 42 minutes 51 seconds East 256.72 feet to the southern boundary of Said Block G; thence South 87 degrees 18 minutes 56 seconds West 40.00 feet along said southern boundary to the **POINT OF BEGINNING** containing 0.236 acres, more or less.



⑤  
+ 2 NON  
+ 5 CROSS  
FIRST AMERICAN TITLE

FIFTH AMENDMENT  
TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
ANSON

200800010968  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
11-26-2008 At 10:01 am.  
AMENDMENT 26.00

THIS FIFTH AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 22 day of Oct., 2008, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

- (a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 20060000262.
- (b) The First Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 21, 2006 as Instrument Number 200600007848.
- (c) The Second Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 18, 2007 as Instrument Number 200700007559.
- (d) The Third Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 23, 2008 as Instrument Number 20080000889.
- (e) The Fourth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on March 10, 2008 as Instrument Number 200800002642.
- (f) The Applicable Date has not yet occurred and, therefore, Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) of the Master Declaration.
- (g) Pursuant to Paragraph 3(b) of the Declaration, Declarant has the right to amend the Declaration for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of the Declaration.
- (h) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

2. **Amendments.**

- (a) Pursuant to the provisions of Paragraph 3(b) of the Master Declaration, the property described in Exhibit A and further depicted on Exhibit A-1 attached hereto (the "Withdrawn Property") is hereby withdrawn from the Master Declaration, the Parcel and the Property and is not part of the General Plan of Development, and is removed from any document recorded to establish easements or other agreements created in the Master Declaration.

(b) The Withdrawn Property is not General Community Area, so the consent of the Corporation is not required pursuant to Paragraph 3(b) of the Master Declaration.

3. **Effective Date.** Except as expressly amended hereby, the Master Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this Third Amendment is recorded in the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date first above written.

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: Thomas A. Dickey  
(Signature)  
Thomas A. Dickey  
(Printed Name)  
Its: V.P. + Gen. Mgr. - Anson  
(Title)

STATE OF INDIANA )  
) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the Vice President and General Manager, Anson, of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Third Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 22 day of Oct., 2008.

My Commission Expires:  
May 10, 2016

Leigh Ann Conway  
Notary Public Residing in Hamilton County, IN  
Leigh Ann Conway  
(Printed Signature)



CONSENT TO WITHDRAWL OF PROPERTY

Duke Construction Limited Partnership, an Indiana limited partnership, ("DCLP") is owner of all or a portion of the Property described in the foregoing Fifth Amendment to Master Declaration of Covenants and Restrictions (such Property being owned by DCLP being hereafter referred to as the "DCLP Property"), and does hereby consent on behalf of itself, its successors and assigns, to the withdrawal of the DCLP Property from the Master Declaration of Covenants and Restrictions.

DUKE CONSTRUCTION LIMITED PARTNERSHIP

By: Duke Business Centers Corporation, Its sole general partner

By: [Signature] Thomas A. Dickey (Printed)

Its: V.P. + Gen Mgr - Anson

STATE OF INDIANA ) ) SS: COUNTY OF HAMILTON )

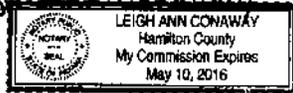
Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the V.P. + Gen Mgr. Anson of Duke Business Centers Corporation, an Indiana corporation, the general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing Consent to Third Amendment to Master Declaration of Covenants and Restrictions of Anson for an on behalf of said limited partnership.

Witness my hand and Notarial Seal this 22 day of Oct., 2008.

My Commission Expires:

[Signature] Leigh Ann Conway (Signature) Notary Public Residing in Hamilton County, IN Leigh Ann Conway (Printed Name)

May 10, 2016



I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. (Chris Bailey)

This instrument prepared by Chris Bailey, Attorney at Law, 600 E. 96th Street, #100, Indianapolis, Indiana 46240.

**EXHIBIT A**  
**Legal Description**

Part of Block H of the Plat of Anson Development, Phase 1 South, Right-of-Way Dedication and Easement Location as recorded in Instrument Number 200600001996 in the Office of the Recorder of Boone County, Indiana and the Northeast Quarter of Section 6 in Township 17 North, Range 2 East in said Boone County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section being marked by a rebar, said point also being the Northeast corner of said Block H; thence South 00 degrees 46 minutes 22 seconds East along the East line of said Quarter Section and said Block H a distance of 1082.04 feet to a MAG nail with washer stamped "S & A Firm #0008" and the POINT OF BEGINNING of this description; thence continuing South 00 degrees 46 minutes 22 seconds East along said East lines a distance of 60.00 feet to a 5/8" rebar with cap stamped "S & A Firm #0008" (hereafter referred to as a S & A rebar) and the Northeast corner of real estate described in Instrument Number 0511674 in said Recorder's Office; thence South 88 degrees 39 minutes 08 seconds West along the North line of said real estate a distance of 295.83 feet to a S & A rebar and the easterly right-of-way line of County Road 700 East as dedicated in said Anson Development, Phase 1 South; thence North 01 degrees 20 minutes 52 seconds West along said easterly right-of-way line a distance of 60.00 feet to a S & A rebar; thence North 88 degrees 39 minutes 08 seconds East parallel with the North line of real estate described in said Instrument Number 0511674 a distance of 296.43 feet to the place of beginning, containing 0.408 acres more or less.

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Ⓟ  
17.00 Cross  
+ 1.00 Non  
+ 4.00 Anson  
Just American

Instrument  
20090004250

This document is being recorded because it was originally, inadvertently, attached to another document and recorded under the same instrument number. This Sixth Amendment to Master Declaration of Covenants and Restrictions of Anson should have been recorded separately from the Consent to Declaration of Covenants and Deed Restrictions recorded under Instrument No. 20090004250 with the Boone County Recorder on April 23, 2009. With regard to priority, this Sixth Amendment to Master Declaration of Covenants and Restrictions of Anson should be considered to have gone of record and be effective as of April 23, 2009.

Respectfully,  
11/23/09

Instrument  
20090004250 PG 7 OF 10

SIXTH AMENDMENT  
TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
ANSON

200900012021  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN-RECORDED  
11-13-2009 AM 01:53 PM  
22.00

THIS SIXTH AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 15<sup>th</sup> day of April, 2009, by BUREAU REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:
  - (a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 20060000262.
  - (b) The First Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 21, 2006 as Instrument Number 200600007848.
  - (c) The Second Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 18, 2007 as Instrument Number 200700007559.
  - (d) The Third Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 23, 2008 as Instrument Number 200800000889.
  - (e) The Fourth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on March 10, 2008 as Instrument Number 200800002642.
  - (f) The Fifth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on November 26, 2008 as Instrument Number 200800010968.
  - (g) The Applicable Date has not yet occurred and, therefore, Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(h) of the Master Declaration.
  - (h) Pursuant to Paragraph 3 of the Master Declaration, Declarant has the right to bring the Additional Real Estate (as hereinafter defined) within the scheme of the Master Declaration and add the Additional Real Estate to the Property.
  - (i) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.
  
2. **Amendments.**
  - (a) Pursuant to the provisions of Paragraph 3 of the Master Declaration and with the consent of Browning/Duke, LLC, the property owner of the real estate located in Boone County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Additional Real Estate"), the Additional Real

State is hereby made part of the the Property and the Restrictions shall run with the land and shall be binding upon and inure to the benefit of the parties having or acquiring any interest in the Additional Real Estate or any part or parts thereof.

3. **Effective Date.** Except as expressly amended hereby, the Master Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this Sixth Amendment is recorded in the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, this Sixth Amendment has been executed as of the date first above written.

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: Thomas A. Dickey  
Thomas A. Dickey  
(Printed Name)  
Its: V.P. and General Manager, Anson  
(Title)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the Vice President and General Manager, Anson, of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Sixth Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 15 day of April, 2009.



Doug Greer  
Notary Public Residing in Hamilton County, INDIANA  
Doug Greer  
(Printed Signature)

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. (Doug Greer)

This instrument prepared by Doug Greer, Attorney at Law, 600 E. 96<sup>th</sup> Street, #100, Indianapolis, Indiana 46240.

**EXHIBIT A**  
**Legal Description**  
**(Padgett, Sr. - 10 acre parcel)**

A part of the Southwest Quarter of Section 25, Township 18 North, Range 1 East, in Boone County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Southwest Quarter; thence South 01 degree 02 minutes 50 seconds East (assumed basis of bearings) along the east line of said Southwest Quarter, a distance of 639.20 feet; thence South 88 degrees 59 minutes 44 seconds West parallel with the north line of said Southwest Quarter, a distance of 682.18 feet to a point on the southerly extension of the east line of the tract of land described in Instrument Number 0900659, on file in the Office of the Recorder of Boone County, Indiana; thence North 00 degrees 55 minutes 12 seconds West along said west line and its southerly extension, a distance of 639.20 feet to the north line of said Northwest Quarter; thence North 88 degrees 59 minutes 44 seconds East along said north line, a distance of 680.76 feet to the POINT OF BEGINNING. Containing 10.00 acres, more or less.

CONSENT TO ADDITION OF ADDITIONAL REAL ESTATE

Browning/Duke, LLC, a Delaware limited liability company, ("BDLLC") is owner of the Additional Real Estate described in the foregoing Sixth Amendment to Master Declaration of Covenants and Restrictions (such of the Additional Real Estate being owned by BDLLC being hereafter referred to as the "BDLLC Property"), and does hereby consent on behalf of itself, its successors and assigns, to the submission of the BDLLC Property to the Master Declaration of Covenants and Restrictions. BDLLC further agrees that from and after the date of this Consent, the BDLLC Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, covenants and restrictions contained in the Master Declaration of Covenants and Restrictions, as the same may be amended from time to time, all of which shall run with the title to the BDLLC Property and shall be binding upon all persons having any right, title or interest in the BDLLC Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

BROWNING/DUKE, LLC

By: Duke Realty Limited Partnership, an Indiana limited partnership, its Managing Member

By: Duke Realty Corporation, an Indiana corporation, its General Partner

By: Charles E. Podell  
(Signature)  
Charles E. Podell  
(Printed Name)  
Is: S. V. P.  
(Title)

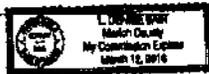
STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Podell, the S. V. P. of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership that is the Managing Member of Browning/Duke, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Consent to Sixth Amendment to Master Declaration of Covenants and Restrictions of Anson for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 15 day of April, 2009.

L. Dewain Bair  
(Signature)

My Commission Expires:



Notary Public Residing in Marion County, \_\_\_\_\_  
L. Dewain Bair  
(Printed Name)

23.00  
+ 1.00  
+ 2.00  
First Amendment



SEVENTH AMENDMENT  
TO  
MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS OF ANSON

THIS SEVENTH AMENDMENT to that certain Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), is executed as of the 20th day of December, 2010, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:
  - (a) The Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 11, 2006 as Instrument Number 200600000262.
  - (b) The First Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 21, 2006 as Instrument Number 2006000007848.
  - (c) The Second Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on July 18, 2007 as Instrument Number 2007000007559.
  - (d) The Third Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on January 23, 2008 as Instrument Number 2008000008889.
  - (e) The Fourth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on March 10, 2008 as Instrument Number 2008000002642.
  - (f) The Fifth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on November 26, 2008 as Instrument Number 200800010968.
  - (g) The Sixth Amendment to the Master Declaration was recorded in the Office of the Recorder of Boone County, Indiana on November 12, 2009 as Instrument Number 200900012021.
  - (h) A Supplemental Declaration of Covenants and Restrictions of Allpoints at Anson was recorded January 23, 2008 as Instrument Number 2008-00000890.
  - (i) The Applicable Date has not yet occurred and, therefore, Declarant has the right unilaterally to amend and revise the Master Declaration pursuant to the provisions of Paragraph 26(b) of the Master Declaration.
  - (j) Pursuant to Paragraph 3(b) of the Master Declaration, Declarant has the right to amend the Master Declaration for the purpose of removing any portion of the Property

201100000636  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN, RECORDER  
01-18-2011 AT 11:12 am.  
COVENANTS 26.00

which has not yet been improved with structures from the coverage of the Master Declaration.

(k) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Master Declaration.

2. **Amendments.**

(a) Pursuant to the provisions of Paragraph 3(b) of the Master Declaration, the property legally described in **Exhibit A** and depicted on **Exhibit A-1**, attached hereto and incorporated herein by this reference (the "**Withdrawn Property**"), is hereby withdrawn from and no longer subject to the Master Declaration. The Withdrawn Property is further removed from any document recorded to establish easements or other agreements created in the Master Declaration.

(b) The Withdrawn Property is not General Community Arca, so the consent of the Corporation is not required pursuant to Paragraph 3(a) of the Master Declaration.

3. **Effective Date.** Except as expressly amended hereby, the Master Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this Seventh Amendment is recorded in the Office of the Recorder of Boone County, Indiana.



**CONSENT TO SEVENTH AMENDMENT**  
**TO**  
**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS OF ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), is the owner of the Withdrawn Property described in the foregoing Seventh Amendment to Master Declaration of Covenants and Restrictions of Anson and does hereby consent on behalf of itself, its successors and assigns, to the terms of the foregoing Seventh Amendment to Master Declaration of Covenants and Restrictions of Anson.

DUKE CONSTRUCTION LIMITED  
PARTNERSHIP, an Indiana limited partnership

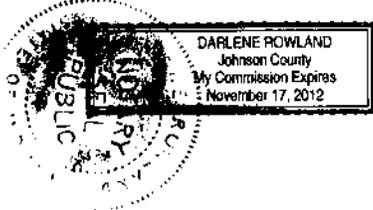
By: Duke Business Centers Corporation, its sole  
general partner

By: Thomas A. Dickey  
Thomas A. Dickey  
Vice President and  
General Manager Anson

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the Vice President and General Manager, Anson, of Duke Business Centers Corporation, the sole general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Seventh Amendment to Master Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of December, 2010.



Darlene Rowland / Darlene Rowland  
Notary Public

**EXHIBIT A**

A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East, Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 00 degrees 46 minutes 22 seconds East along the east line of said Northeast Quarter (basis of bearings per the Anson Development . Phase I South - Revision 7 - Right-of-Way Dedication & Easement Location document, hereafter referred to as Dedication Document, recorded as Instrument Number 200800010192 in the Office of the Recorder of Boone County, Indiana) 1,082.04 feet to the northeast corner of Tract 2 described in Instrument Number 200900006234 on file in the Office of said Recorder; thence South 88 degrees 39 minutes 08 seconds West along the north line of said Tract 2, 296.43 feet to the east right-of-way line of County Road 700 East as defined on said Dedication Document, the following five (5) courses are along said east right-of-way line; 1) thence North 01 degree 20 minutes 52 seconds West 177.92 feet to the point of curve of a curve concave to the east having a radius of 695.00 feet, the radius point of which bears North 88 degrees 39 minutes 08 seconds East; 2) thence Northerly along said curve 124.95 feet to a point that bears North 81 degrees 02 minutes 50 seconds West from said radius point; 3) thence North 08 degrees 57 minutes 10 seconds East 301.38 feet to the point of curve of a curve concave to the west having a radius of 1,055.00 feet, the radius point of which bears North 81 degrees 02 minutes 50 seconds West; 4) thence Northerly along said curve 164.99 feet to a point that bears North 89 degrees 59 minutes 33 seconds East from said radius point; 5) thence North 00 degrees 00 minutes 27 seconds West 318.56 feet to the north line of said Northeast Quarter; thence North 88 degrees 26 minutes 09 seconds East along said north line 218.04 feet to the POINT OF BEGINNING. Containing 6.314 acres, more or less.

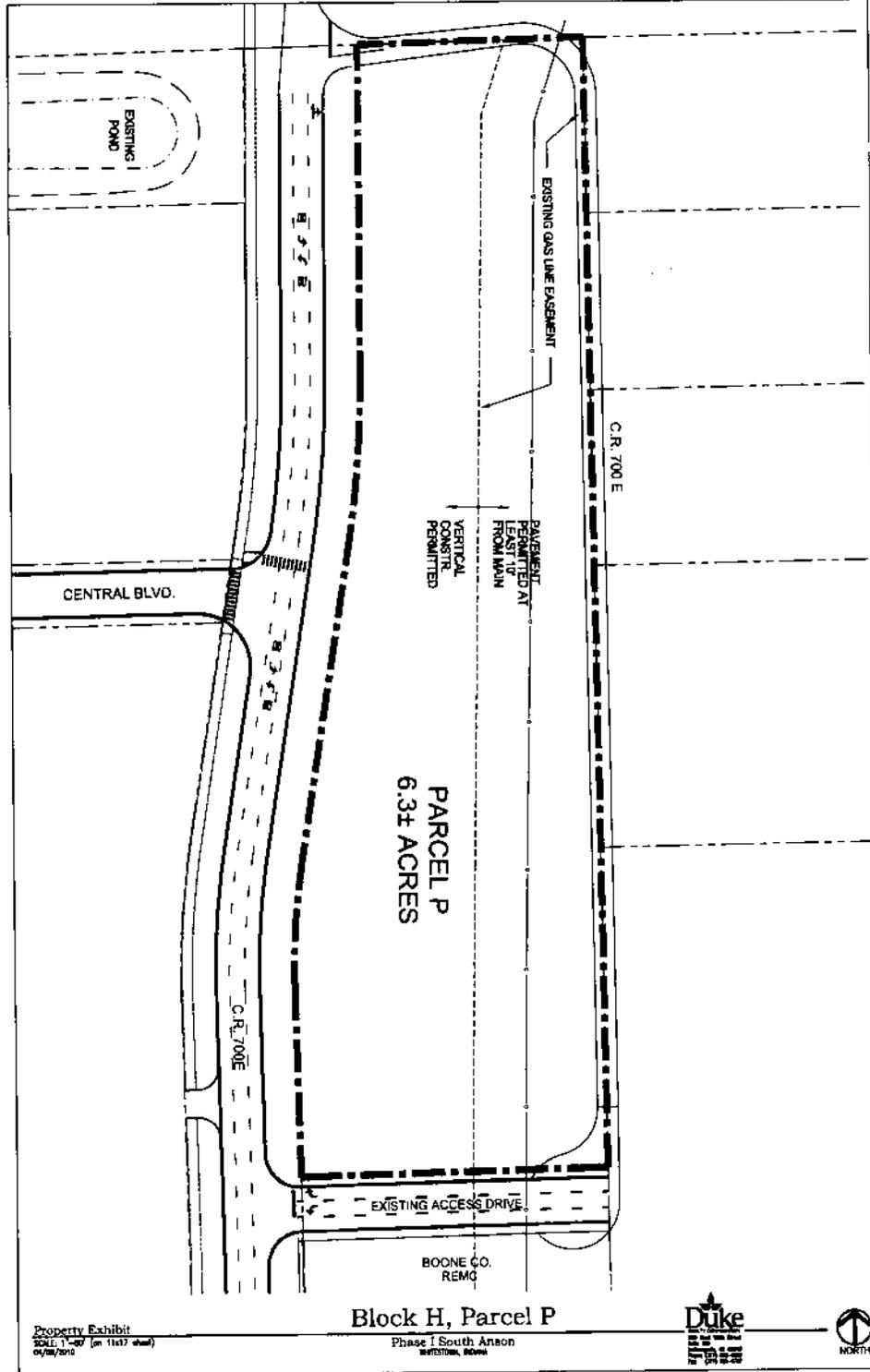
**EXHIBIT A-1**

Depiction of Withdrawn Property

U2557940.2

A-1-1

---



① 171.00  
⑧ 81  
First + 2.00 Non  
American + 1.00 Cross

CROSS REFERENCE:

Master Declaration of Covenants and Restrictions of Anson  
recorded as Instrument No. 20060000262 in the office of the  
Recorder of Boone County, Indiana

201100003474  
Filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN, RECORDER  
04-26-2011 At 01:23 PM.  
COVENANTS 174.00

AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
ANSON

**AMENDED AND RESTATED  
 MASTER DECLARATION OF COVENANTS AND RESTRICTIONS OF  
 ANSON**

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**AMENDED AND RESTATED MASTER  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
ANSON**

This Amended and Restated Master Declaration of Covenants and Restrictions of Anson (this "Declaration"), made as of the 21<sup>st</sup> day of April, 2011, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

A. Declarant and Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP") entered into that certain Master Declaration of Covenants and Restrictions of Anson recorded January 11, 2006, as Instrument No. 200600000262 in the office of the Recorder of Boone County, Indiana (the "Recorder's Office), as amended by (i) that certain First Amendment to Master Declaration recorded July 21, 2006, as Instrument No. 200600007848, in the Recorder's Office, (ii) that certain Second Amendment to Master Declaration recorded July 18, 2007, as Instrument No. 200700007559, in the Recorder's Office, (iii) that certain Third Amendment to Master Declaration recorded January 23, 2008, as Instrument No. 200800000889, in the Recorder's Office, (iv) that certain Fourth Amendment to Master Declaration recorded March 10, 2008, as Instrument No. 200800002642, in the Recorder's Office, (v) that certain Fifth Amendment to Master Declaration recorded November 26, 2008, as Instrument No. 200800010968, in the Recorder's Office, (vi) that certain Sixth Amendment to Master Declaration recorded November 12, 2009, as Instrument No. 200900012021, in the Recorder's Office, and (vii) that certain Seventh Amendment to Master Declaration recorded January 18, 2011, as Instrument No. 201100000636 in the Recorder's Office (collectively, the "Prior Declaration").

B. Declarant and DCLP now intend to amend, restate and replace the Prior Declaration in its entirety.

C. Declarant and/or DCLP owns the Property, upon which Declarant has developed and continues to develop a master planned, mixed-use community to be known as Anson, as generally depicted on the General Plan of Development.

D. The Development Area has been designated as a Planned Unit Development District and development thereof is subject to the development standards set forth in the Zoning Ordinance.

E. The Property is a portion of the Development Area.

F. Declarant intends, but is not obligated, to construct certain improvements and amenities in Anson which shall constitute either General Community Area or Limited General Community Area, as it is designated on a Plat. General Community Area is generally for the benefit of all Lots and Units. Limited General Community Area is generally for the benefit of particular Lots and Units.

G. Declarant, with the consent of DCLP, desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Anson and for the

maintenance of the Property and the improvements thereon, and to this end desires to subject the Property together with such additions as may hereafter be made thereto (as provided in Paragraph 3) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Property and the future Owners and Occupants thereof.

H. Declarant deems it desirable, for the efficient preservation of the values and amenities in Anson, to create, with the consent of DCLP, agencies, including Supplemental Associations, to which may be delegated and assigned the powers of owning, maintaining and administering the General Community Area and Limited General Community Area, administering and enforcing the Restrictions, collecting and disbursing the General Assessments, Special Assessments and other charges hereinafter created, and promoting the health, safety and welfare of the Owners and Occupants of Lots and Units in Anson.

I. Declarant has incorporated under the laws of the State of Indiana a nonprofit corporation known as Anson Governing Association, Inc., and may incorporate Supplemental Associations for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant, with the consent of DCLP, hereby declares that all of the Lots and lands in the Property and such additions thereto as may hereafter be made pursuant to Paragraph 3 hereof, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots and Units in the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Units, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant and DCLP, their respective successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and DCLP and their successors in title to the Property or any part or parts thereof.

1. Definitions. Terms defined in the Zoning Ordinance used in this Declaration shall have the same meaning herein as therein unless otherwise defined herein or the context otherwise requires. Capitalized terms used in this Declaration shall have the meaning given such terms in Exhibit A attached hereto and made a part hereof, unless the context clearly requires otherwise.

2. Declaration and Relation to Supplemental Declarations and Associations.

(a) Declaration. Declarant, with the consent of DCLP, hereby expressly declares that the Property and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot, Unit or Parcel subject to the Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, Parcel or Unit, or (ii) by the act of occupancy of any Lot, Parcel or Unit, shall accept such deed, execute such contract and/or take such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to the Restrictions, and also for

itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the Lots, Parcels and Units affected by the Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Notwithstanding anything herein to the contrary, each Owner and Occupant, by acquiring any right, title or interest in, or occupying any portion of, the Property shall be deemed to agree that DCLP shall have no rights, duties or obligations under this Declaration and any Supplemental Declaration, except as an Owner, unless expressly provided otherwise herein or in a Supplemental Declaration.

(b) Relation to Supplemental Declarations. This Declaration is intended primarily to address areas of common concern and benefit to all Owners in Anson, but also establishes general Restrictions applicable to particular Parcels. As a mixed-use community, certain matters will be primarily of concern to Owners within a particular Parcel which shall be subject to a Supplemental Declaration which shall complement or supplement the provisions of this Declaration. Except as expressly provided in such Supplemental Declaration (and where necessary approved by Declarant), in the event of a conflict between the terms of this Declaration and a Supplemental Declaration, the terms of this Declaration shall control.

Nothing in this Declaration shall preclude any Supplemental Declaration from containing additional restrictions applicable to any Parcel which are more restrictive than the provisions of this Declaration and, in such case, the more restrictive shall control; provided, however, no such Supplemental Declaration that may be recorded shall restrict or diminish the rights or increase or expand the obligations of an Owner of a Nonresidential Lot without obtaining the prior written consent of the affected Owner of such Nonresidential Lot and no such Supplemental Declaration will be effective against a Nonresidential Lot without such Owner's prior written consent.

(c) Relation of Corporation to Supplemental Associations. The Corporation shall have the power to veto any action taken or contemplated to be taken by any Supplemental Association which the Board reasonably determines to be adverse to the interests of the Corporation or a class of Owners. The Corporation also shall have the power to require specific action to be taken by any Supplemental Association in connection with its express obligations and responsibilities under a Supplemental Declaration, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore. In the event of the failure or unreasonable delay of a Supplemental Association to enforce a Supplemental Declaration against the Owners subject thereto, the Corporation may, but shall not be required to, do so, at the expense of such Supplemental Association.

3. Additions to and Withdrawals from the Property.

(a) Additions. Declarant shall have the right to bring within the scheme of this Declaration and add to the Property real estate that is a Part of the Development Area, or that is contiguous to the Development Area, but only with the consent of the owner of such real estate. In determining contiguity, public rights of way shall not be considered. The additions authorized under this Paragraph 3 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and by filing with the Corporation any revisions to the General Plan of Development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the General Plan of Development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

(b) Withdrawals. So long as it has a right to annex additional property pursuant to Paragraph 3(a), Declarant reserves the right to amend this Declaration (and the General Plan of Development), for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is General Community Area, the Corporation shall consent to such withdrawal.

4. Community Area. Subject to, and unless otherwise provided in, Paragraphs 5 through 12 of this Declaration, a Plat, a Supplemental Declaration, an instrument of conveyance to a Permitted Title Holder, or a Development Instrument, the development, ownership and maintenance of any Community Area and other subject matter covered in said paragraphs shall be in accordance with the following:

(a) Development of Community Area. Declarant intends, but is not obligated, to develop the Community Area. Declarant reserves the right, subsequent to commencement of the development of the Community Area, to determine its size, location, configuration and type (which may vary from that depicted on the General Plan of Development).

(b) Maintenance.

(i) The Corporation shall be responsible for maintaining any General Community Area, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to Assessment; and

(ii) The applicable Supplemental Association shall be responsible for maintaining Limited General Community Area, including any Limited Common Facilities, and the Maintenance Costs thereof shall be assessed as a Parcel Assessment pursuant to the Supplemental Declaration.

(iii) The Corporation (with respect to General Community Area) and the applicable Supplemental Association (with respect to Limited General Community Area) shall be responsible for maintaining those portions, if any, of the Drainage System which are part of the "legal drain" system under the jurisdiction of the Drainage Board, notwithstanding any concurrent maintenance responsibility of the Drainage Board with respect to the same. Further, notwithstanding anything in this Declaration to the contrary, the Drainage Board may, if the Corporation or Supplemental Association responsible for the same fails to do so, perform such maintenance as is necessary to cause the Drainage System to function as designed and to protect the health and safety of the public, in which event the Corporation or Supplemental Association with maintenance responsibility for the subject portion of the Drainage System shall reimburse the Drainage Board for the cost of such maintenance. Notwithstanding the foregoing, if the Corporation, applicable Supplemental Association, or the Drainage Board fails to perform such maintenance to the Drainage System which results, or is likely to result, in material interference with an Owner of a Nonresidential Lot's business operations and the Corporation or applicable Supplemental Association does not cure the same within thirty (30) days after receipt of written notice from the Owner of such affected Nonresidential Lot (or such longer period if the Corporation or applicable Supplemental Association commences such performance within said thirty (30) day period and thereafter diligently completes the required curative action within a reasonable time), then the Owner of the affected Nonresidential Lot who delivered said notice shall have the right (but not the obligation) to attempt to provide such required maintenance and recover (upon demand) all costs that said Owner reasonably incurs in connection therewith from the Corporation or the applicable Supplemental Association.

(c) Title. Prior to the Applicable Date, Declarant and/or DCLP shall convey title to any General Community Area to a Permitted Title Holder. Prior to the applicable Parcel Applicable Date, Declarant and/or DCLP shall convey title to any Limited General Community Area within such Parcel to a Permitted Title Holder.

5. The Ponds.

(a) Maintenance of Banks of Ponds. Each Owner of a Lot that abuts a Pond shall be responsible at all times for maintaining so much of the bank of the Pond above the pool level as constitutes a part of, or abuts, its Lot (exclusive of any Path) and shall keep that portion of the Pond abutting its Lot free of debris and otherwise in reasonably clean condition.

(b) Use. No boats or swimming shall be permitted in any part of a Pond (i) that is General Community Area without the approval of the Board of

Directors, or (ii) that is Limited General Community Area without the approval of the Board of Directors of the applicable Supplemental Association. No dock, pier, wall or other structure may be extended into a Pond without the prior written consent of the applicable Design Review Board and such governmental authority as may have jurisdiction thereover. Each Owner of a Lot abutting a Pond shall indemnify and hold harmless Declarant, the Corporation, the applicable Supplemental Association and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Pond by any Person who gains access thereto from, over or across such Owner's Lot with the knowledge or acquiescence of such Owner. Neither Declarant nor DCLP shall have any liability to any Person with respect to a Pond, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Pond or the proximity of a Lot thereto, including loss or damage from erosion.

6. The Community Area. Unless approved by the applicable Design Review Board and the Zoning Authority, no permanent improvements shall be made to or installed on any Community Area other than underground utility facilities, Common Facilities, walkways, planting structures, and fountains or other nonrecreational water features. The use of the Community Area which is General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration. The use of the Community Area which is Limited General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors of the applicable Supplemental Association which are not inconsistent with the provisions of this Declaration or the applicable Supplemental Declaration.

7. Parks. Unless the instrument of conveyance to a Permitted Title Holder, a Supplemental Declaration or a Development Instrument provides otherwise, the Corporation (with respect to General Community Area) and the applicable Supplemental Association (with respect to Limited General Community Area) shall be responsible for any costs incurred in connection with the maintenance and further improvement of the Parks, and such costs shall be assessed as a General Assessment or Parcel Assessment, as applicable, against all Lots subject to assessment. The Parks may be improved as appropriate for recreational and open space areas. The use of the Parks which are General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration. The use of the Parks which are Limited General Community Area shall be subject to rules, regulations, policies and procedures adopted by the Board of Directors of the applicable Supplemental Association which are not inconsistent with the provisions of this Declaration or the applicable Supplemental Declaration.

8. Drainage System. The Drainage System will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and maintaining the water level in the Ponds. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon its Lot and which is devoted exclusively to drainage of its Lot and is not maintained by the Drainage Board.

9. Paths and Path Lights. Declarant may, but is not obligated to, install the Paths at the approximate locations depicted on the General Plan of Development and Path Lights and may reserve easements for such purpose over and across Lots. The Board of Directors of the

Corporation or the applicable Supplemental Association may adopt such rules, regulations, policies and procedures with respect to the use of the Paths which are General Community Area or Limited Community Area, respectively, as such Board may deem appropriate, including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

10. Entry Ways, Landscape Easements and Off-Site Easements.

(a) Entry Ways. Grass, trees, shrubs and other plantings located on an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Anson or a part thereof. All entrance signs located on an Entry Way shall be maintained at all times in good and slightly condition appropriate to a first-class master planned mixed-use community.

(b) Landscape Easements. Unless the Board of Directors (of the Corporation or a Supplemental Association, as applicable) determines that all or some of the Landscape Easements shall be maintained by the Corporation and/or a Supplemental Association and the Maintenance Costs thereof assessed as a General Assessment, the Owner of each Lot upon which a Landscape Easement is located shall at such Owner's expense keep the grass, trees, shrubs and other plantings located on a Landscape Easement properly irrigated and neatly cut, cultivated or trimmed as reasonably necessary to maintain the same at all times in a good and slightly condition appropriate to a first-class master planned mixed use community and, if such Owner fails to do so, the Corporation or a Supplemental Association, as applicable, may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against such Lot.

(c) Off-Site Easements. The Corporation shall maintain all Off-Site Landscape Easements and Off-Site Drainage Easements unless a Supplemental Declaration or a Development Instrument provides for such maintenance by a Supplemental Association. Maintenance Costs associated with any Off-Site Drainage Easement or Off-Site Landscape Easement maintained by the Corporation shall be assessed as a General Assessment against all Lots subject to Assessment. Maintenance Costs associated with any Off-Site Drainage Easement or Off-Site Landscape Easement maintained by a Supplemental Association shall be assessed as a Parcel Assessment against all Lots subject to the Parcel Assessment. Prior to the Applicable Date, Declarant and/or DCLP shall assign and the Corporation shall assume, all of Declarant's and/or DCLP's rights and obligations under Off-Site Landscape Easements and Off-Site Drainage Easements which the Corporation maintains. Prior to the applicable Parcel Applicable Date, Declarant and/or DCLP shall assign and the applicable Supplemental Association shall assume, all of Declarant's and/or DCLP's rights and obligations under Off-Site Landscape Easements and Off-Site Drainage Easements maintained by said applicable Supplemental Association.

11. Round-Abouts and Street Trees; Snow Removal.

(a) Round-Abouts. The Corporation shall maintain the Round-Abouts (exclusive of the street pavement, curbs and drainage structures and tiles), and the

Maintenance Costs thereof shall be assessed as a General Assessment, except for such Round-Abouts as identified as Limited General Community Area in a Plat, Supplemental Declaration or a Development Instrument, in which event the applicable Supplemental Association shall maintain the Round-Abouts and the Maintenance Costs thereof shall be assessed as a Parcel Assessment.

(b) Street Trees. Declarant, the Corporation or the applicable Supplemental Association may plant Street Trees within Planting Areas in Community Areas adjacent to other streets constructed in Anson. Declarant, the Corporation or a Supplemental Association may plant additional Street Trees on any Lot prior to conveyance of that Lot to an Owner who is not Declarant or DCLP.

(c) Maintenance of Street Trees. Unless otherwise provided in a Supplemental Declaration or a Development Instrument, the Corporation shall maintain and, if necessary, replace any Street Trees in Planting Areas adjacent to General Community Areas, and the Maintenance Cost thereof shall be assessed as a General Assessment against all Lots subject to Assessment. The applicable Supplemental Association shall maintain and, if necessary, replace any Street Trees in Planting Areas adjacent to Limited General Community Areas, and the Maintenance Costs thereof shall be assessed as a Parcel Assessment against all Lots subject to Assessment. The Owner of any Lot on which additional Street Trees may have been planted shall be responsible for any maintenance of such Street Trees.

(d) Snow Removal in Public Rights-of-Way. The Corporation (or if provided in a Supplemental Declaration or a Development Instrument, a Supplemental Association) may, but shall not be obligated to, remove snow and ice from any public right-of-way within Anson, and the costs thereof shall be Maintenance Costs and assessed as a General Assessment or Parcel Assessment, as applicable, against all Lots subject to such Assessment.

12. Use of Parks and Community Area. A Permitted Title Holder shall not change the use of any Park or Community Area conveyed to the Permitted Title Holder by Declarant from the use being made thereof at the time of conveyance without the prior consent or approval of (i) prior to the Applicable Date, Declarant or (ii) after the Applicable Date, the Board of Directors of the Corporation, and, if the same is Limited General Community Area, the Board of Directors of the applicable Supplemental Association.

13. Anson Governing Association, Inc.

(a) Membership. The Corporation shall not have members.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles, or designated to it in a Supplemental Declaration, together with all other powers that belong to it by law.

(c) Board of Directors. The members of the Board of Directors of the Corporation shall be designated or appointed in the manner specified in the Code of By-Laws of the Corporation.

(d) Maintenance Standards. In each instance in which this Declaration imposes on the Corporation a maintenance obligation with respect to the General Community Area or the General Common Facilities or a part thereof, the Corporation shall maintain the General Community Area, General Common Facilities or designated part thereof in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class master planned, mixed-use community. Grass, trees, shrubs and other plantings located on the General Community Area for which the Corporation has maintenance responsibility shall be kept properly irrigated and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and slightly condition appropriate to a first-class master planned, mixed-use community.

(e) Insurance, Taxes and Utilities. The Corporation shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Corporation on account of injury to person or property and damage to property owned by the Corporation and shall pay all taxes assessed against such property and all utility charges incurred with respect to General Community Area and General Common Facilities.

(f) Limitations on Action by the Corporation. Unless at least two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) and two-thirds (2/3) of the Board of Directors have given their prior written approval, a Permitted Title Holder may not: (i) except as authorized by Paragraph 18(a) (but subject to the limitations of Paragraph 14), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the General Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the General Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable General Community Area and General Common Facilities on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any General Community Area or General Common Facilities for other than the repair, replacement or reconstruction of the General Community Area or General Common Facilities; or (iv) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, or the maintenance and upkeep of the General Community Area and General Common Facilities.

(g) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Property together with

the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

14. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) General Assessments, (2) Initial Assessments, (3) Capital Assessments and (4) Special Assessments, such Assessments to be established and collected as hereinafter provided.

If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat then, as long as such Lots are consolidated, they shall be deemed to constitute a single Lot for purposes of Assessments under this Paragraph 14. If a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then, so long as the divided Lot is used in its entirety by one or more Owners of contiguous Lots, the divided Lot shall not be a Lot for purposes of Assessments under this Paragraph 14.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. Notwithstanding the foregoing, and, except as hereinafter provided, without limiting the personal obligation of any such Person, the Corporation may elect to collect any Assessments of the Corporation through a Supplemental Association, which shall allocate the Assessments of the Corporation to those Owners who are members of such Supplemental Association, and if such Supplemental Association has expressly assumed personal liability therefor pursuant to the governing documents for that Supplemental Association (with the approval of the Declarant, as provided for in Paragraph 22 of this Declaration), so long as the Supplemental Association has that obligation, only that Supplemental Association shall have the personal obligation to pay.

(b) General Assessment.

(i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the health, safety, and welfare of the Owners of Lots and Occupants of Units and for the improvement, maintenance, repair, replacement and operation of the General Community Area and General Common Facilities.

(ii) Basis for Assessment.

(1) Residential Lots (other than Condominiums). Each Residential Lot shall be assessed at a uniform rate without regard to whether a Living Unit or other improvements have been constructed upon the Lot. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 14. After the Determination Date, such uniform rate shall remain as provided in accordance with Schedule 14 until such time as a modification is approved by not less than fifty-one percent (51%) of the Owners of Residential Lots (and all Units therein) in accordance with subparagraph (iii) below.

(2) Nonresidential Lots (other than Condominiums).

(A) Each unimproved Nonresidential Lot shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 14. After the Determination Date, such uniform rate shall remain as provided in accordance with Schedule 14 until such time as a modification is approved in writing by not less than fifty-one percent (51%) of the Owners of Nonresidential Units, Multifamily Structures and Multiuse Structures (and all Units therein) in accordance with subparagraph (iii) below.

(B) Each Nonresidential Lot improved with one or more Multifamily Structures or Multiuse Structures shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 14. After the Determination Date, such uniform rate shall remain as provided in accordance with Schedule 14 until such time as a modification is approved in writing by not less than fifty-one percent (51%) of the Owners of Nonresidential Units, Multifamily Structures and Multiuse Structures (and all Units therein) in accordance with subparagraph (iii) below.

(C) Each Nonresidential Lot improved with one or more Nonresidential

Units other than a Multifamily Structure or Multiuse Structure shall be assessed at a uniform rate. Prior to the Determination Date, such uniform rate shall be as provided on Schedule 14. After the Determination Date, such uniform rate shall remain as provided in accordance with Schedule 14 until such time as a modification is approved in writing by not less than sixty percent (60%) of the total number of Owners of Nonresidential Units, Multifamily Structures and Multiuse Structures (and all Units therein) in accordance with subparagraph (iii) below.

(3) Lots Owned by Declarant or DCLP. Notwithstanding the foregoing provisions of this subparagraph (ii), prior to the Applicable Date, no Lot owned by Declarant or DCLP shall be assessed by the Corporation except such Lots as have been improved by the construction thereon of Units, which improved Lots shall be subject to assessment as provided in Clauses (1) or (2) above.

(4) Lots Owned by a Permitted Title Holder. Notwithstanding the foregoing provisions of this subparagraph (ii), no Lot owned by a Permitted Title Holder shall be assessed by the Corporation except such Lots as have been improved by the construction thereon of Units, which improved Lots shall be subject to assessment as provided in Clauses (1) or (2) above.

(5) Condominiums. Each Lot improved with a Condominium shall be assessed as a Lot applying the provisions of the foregoing Clause 14(b) (ii) (2) (B), provided, however, that to the extent any Condominium Unit is assessed the General Assessment through the condominium association having jurisdiction thereof and such condominium association pays the General Assessment to the Corporation, such Condominium Unit shall not be individually assessed by the Corporation.

(6) Change in Size of Lot or Improvement. Where any Assessment is based upon the size of a Lot or Unit, it shall be increased or decreased, as the case may be, upon the

expansion or contraction of the Lot or Unit, as reasonably determined by Declarant.

(iii) Allocation of Expenses between Residential Lots and Non-Residential Lots After the Determination Date. After the Determination Date, the rate of assessment provided on Schedule I4 may not be changed pursuant to Subparagraph 14(b)(ii)(1), as to Residential Lots, or pursuant to Subparagraph 14(b)(ii)(2), as to Nonresidential Lots, until such time as the Owners of each of these two respective classes approve an allocation of the expenses of the Corporation, as shown in the annual budget adopted pursuant to Subparagraph 14(i), between Residential Lots and Nonresidential Lots. For purposes of this Subparagraph (iii), the Owners of Residential Lots shall be deemed to have approved the allocation by written assent of not less than fifty-one percent (51%) of the Owners of Residential Lots (and all Units therein), and the Owners of Nonresidential Lots shall be deemed to have approved the allocation by written assent of not less than sixty percent (60%) of the total number of the Owners of Nonresidential Lots.

(iv) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment on a calendar year basis. The Board of Directors shall bill annually for the General Assessment and shall deliver notice of the amount due to Owners on or before March 1 of each calendar year.

(v) Trash Removal Costs. Costs of trash removal and other services provided by the Corporation to individual Lots shall not be included in the General Assessment of any Lot the Owner of which has elected to obtain the same service directly from a service provider.

(c) Initial Assessment. There shall be due and payable to the Corporation the Initial Assessment specified on Schedule 14(c) at the times specified below:

(i) Each Lot for a Single Family Detached Living Unit. On the earlier of the date (w) a Lot for a single family detached Living Unit is conveyed by Declarant and/or DCLP to an Owner (other than DCLP, a Designated Builder or the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), (x) a Unit constructed on the Lot has been certified for occupancy by the Zoning Authority, (y) the date a Designated Builder conveys the Lot to an Owner (other than Declarant or DCLP), or (z) a Unit on the Lot is first occupied by an Owner or Occupant upon completion of construction thereof.

(ii) Townhomes. On the earlier of the date (w) a Lot for a Living Unit attached to another Living Unit developed side by side for sale as Condominium Units or as fee simple dwellings where land is sold with the dwelling, is conveyed by Declarant and/or DCLP to an Owner (other than DCLP, a Designated Builder or the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), (x) a Unit constructed on the Lot has been certified for occupancy by the Zoning Authority, (y) the date a Designated Builder conveys the Lot to an Owner (other than Declarant or DCLP), or (z) a Unit on the Lot is first occupied by an Owner or Occupant upon completion of construction thereof.

(iii) Living Units in a Multifamily Structure or Multiuse Structure (including Living Units that are Condominium Units). On the sooner of (w) the date the applicable Design Review Board has given its formal approval of the Multifamily Structure or Multiuse Structure, or (x) the date that is twelve (12) months after the conveyance by Declarant or DCLP to an Owner (other than Declarant or DCLP) of the Lot upon which such Multifamily Structure or Multiuse Structure is to be constructed; provided, however, that Declarant may, in its discretion, delay the Initial Assessment until either (y) the date the Multifamily Structure or Multiuse Structure has been certified for occupancy by the Zoning Authority, or (z) the date the first Living Unit in the Multifamily Structure or Multiuse Structure is first occupied by an Owner or Occupant upon completion of construction thereof.

(iv) Nonresidential Units. On the sooner of (w) the date the applicable Design Review Board has given its formal approval to the planned structure containing the Nonresidential Unit, or (x) the date that is twelve (12) months after the conveyance by Declarant or DCLP to an Owner (other than Declarant or DCLP) of the Lot upon which the structure containing the Nonresidential Unit is to be constructed; provided, however, that Declarant may, in its discretion, delay the Initial Assessment until either (y) the structure containing the Nonresidential Unit has been certified for occupancy by the Zoning Authority, or (z) the Nonresidential Unit is first occupied by an Owner or Occupant upon completion of construction thereof.

(v) Use of Initial Assessment. The Initial Assessment may be utilized by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area and the Common Facilities and to reimburse Declarant for funding operating deficits in the Corporation's annual budget.

(vi) Expansion of Nonresidential Units. Upon any addition to or expansion of a Nonresidential Unit, there shall be

due and payable to the Corporation, at the time specified in subparagraph (c)(iv) above with respect to such addition or expansion, an amount equal to the product of the Initial Assessment rate then in effect and square footage, as determined in accordance with Schedule 14(c) of the addition or expansion.

(d) Capital Assessment. The Corporation may levy in any calendar year a Capital Assessment applicable to that year and not more than the next four (4) succeeding calendar years for the purpose of defraying, in whole or in part, the cost of any repair or replacement of an existing capital improvement upon the General Community Area, including fixtures and personal property relating thereto or any General Common Facilities, provided that any such Capital Assessment shall have the written assent of not less than sixty percent (60%) of the total number of Owners. Any Capital Assessment pursuant to this subparagraph (d) shall be allocated equally among all Lots in the Property except those exempt from the General Assessment.

(e) Date of Commencement of General Assessments. The General Assessment for each Lot subject to assessment hereunder shall commence on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following the day that the Initial Assessment for such Lot becomes due and payable pursuant to Section 14(c) hereof.

(f) Effect of Nonpayment of Assessments; Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner or Condominium may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the General Community Area or the General Common Facilities or abandonment of a Lot.

(g) Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of any Assessment. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(h) Certificates. The Corporation shall, within ten (10) days after receipt of written request by an Owner, furnish a certificate in writing signed by an officer of the Corporation that the Assessments by the Corporation on a Lot have been paid or that certain such Assessments remain unpaid, as the case may be.

(i) Annual Budget. Following the Determination Date, by a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent calendar year, which shall provide for allocation of expenses in such a manner that the obligations imposed on the Corporation by the Declaration will be met. The Board of Directors may include in the annual budget a capital reserve in an amount sufficient to meet the projected need with respect to both amount and timing of repair or replacement of capital improvements upon the General Community Area, including fixtures and personal property relating thereto or to any General Common Facilities, that any such capital reserve shall have the assent of not less than fifty-one percent (51%) of the votes of the total number of Owners. Any capital reserve established pursuant to this subparagraph (i) shall be allocated equally among all Lots in the Property except those exempt from the General Assessment.

(j) Special Assessment. In the event the General Assessment for any calendar year after the Determination Date is inadequate to cover the costs incurred by the Corporation for the purposes set forth in Paragraph 14(b)(i) hereof in such calendar year, the Corporation may levy upon all Owners, as a Special Assessment, an assessment to cure such inadequacy; provided, however, any such Special Assessment shall have the written assent of not less than sixty percent (60%) of the total number of Owners. Such Special Assessment shall be allocated among the Owners in the same manner as the General Assessment is to be levied in the year that the Special Assessment is to be levied.

(k) Master Billing. The Corporation may, upon request of a Supplemental Association, collect Parcel Assessments and other Assessments under a Supplemental Declaration for and on behalf of such Supplemental Association.

15. Architectural Control. The Design Handbook sets forth the general thematic design and architectural standards for Anson in order to provide guidance to Owners concerning architectural and design matters of particular concern to Declarant. Due, however, to location, types of surrounding uses, type of construction and use and unique characteristics of property within the Property, Declarant intends that actual architectural control shall be vested in Design Review Boards established with respect to particular Parcels, and the Supplemental Declarations shall establish one or more Design Review Boards, and the procedures, guidelines and standards thereof. As a result, the Design Handbook is not the exclusive basis for architectural approval, and compliance with the Design Handbook shall not guarantee architectural approval. Each Owner shall look to the Supplemental Declaration, and the Design Review Board established pursuant thereto, for the particular building guidelines applicable to Lots or Units subject to such Supplemental Declaration. Pursuant to a Supplemental Declaration, the applicable Design Review Board shall regulate the external design, appearance, use, location and maintenance of the Lots (including, without limitation, the landscaping and related appurtenances such as

irrigation that are to be located within any public right-of-way or Private Street adjoining any Lot that is required to be maintained by the Owner of such Lot) and of all improvements thereon within the Parcels covered by the Supplemental Declaration creating it in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography, and to implement the development standards and guidelines set forth in the Zoning Ordinance, in a manner consistent with the Design Handbook.

Notwithstanding anything in this Declaration or any Supplemental Declaration to the contrary, if Declarant and/or DCLP has reserved rights of architectural review and control over any portion of the Property pursuant to any contract, deed, covenant or other recorded instrument outside this Declaration or a Supplemental Declaration, then the provisions of such instrument shall control as to any architectural review and control with respect thereto, and approval by Declarant and/or DCLP pursuant to such instrument shall be deemed full compliance with the architectural review and control provisions of this Declaration and the applicable Supplemental Declaration unless, and then only to the extent that Declarant and/or DCLP has (i) assigned in writing any or all of its reserved rights under such instrument to an Design Review Board established pursuant to a Supplemental Declaration or (ii) recorded an instrument declaring its intent that a particular Supplemental Declaration shall govern architectural review and control with respect thereto.

16. Community Area and Common Facilities.

(a) Ownership. Unless expressly stated in a recorded instrument, the Community Area and Common Facilities shall remain private, and neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Community Area or the Common Facilities. Declarant, the Corporation or, as to Limited General Community Area, the applicable Supplemental Association, may, however, dedicate or transfer all or any part of the Community Area or the Common Facilities to any Permitted Title Holder for public parks or other public purposes, to a municipality or the County of Boone for use as public rights-of-way or to a public utility for public utility purposes, and Declarant may transfer all or any part of the Community Area to a Permitted Title Holder as contemplated by this Declaration.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Community Area or any facilities located thereon or constituting a part thereof.

(c) Management and Control.

(i) The Corporation, subject to the rights of Declarant, a Supplemental Association and the Owners set forth in this Declaration and the rights of any Permitted Title Holder established in an instrument conveying title to any part of the General Community Area, shall be responsible for the exclusive management and control of the General Community Area and all improvements thereon (including General Common Facilities and other furnishings and equipment related thereto), and, except as otherwise provided herein, in a Supplemental Declaration, or in an instrument of conveyance to a Permitted Title Holder, shall keep the General Community Area and General Common Facilities in good, clean, attractive and sanitary condition, order and repair. The Corporation may, with the consent of the Board of Directors of a Supplemental Association, transfer to a Supplemental Association responsibility for management, control and/or maintenance of General Community Area and General Common Facilities.

(ii) The applicable Supplemental Association, subject to the rights of Declarant, the Corporation and the Owners set forth in this Declaration and the rights of any Permitted Title Holder established in an instrument conveying title to any part of the Community Area, shall be responsible for the exclusive management and control of the Limited General Community Area and all improvements thereon (including Limited Common Facilities and other furnishings and equipment related thereto), and, except as otherwise provided herein, in a Supplemental Declaration, or in an instrument of conveyance to a Permitted Title Holder, shall keep the Limited General Community Area and Limited Common Facilities in good, clean, attractive and sanitary condition, order and repair. The Supplemental Association may, with the consent of the Board of Directors of the Corporation, transfer to the Corporation responsibility for management, control and/or maintenance of Limited General Community Area and Limited Common Facilities.

(d) Easements of Enjoyment.

(i) Owners. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration or a Supplemental Declaration. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. Unless otherwise provided in a Supplemental Declaration, a Plat or other Development Instrument, all Owners may use the General Community Area, subject to the reserved rights of Declarant and

the Corporation. Unless otherwise provided in a Supplemental Declaration, a Plat or other Development Instrument, all Owners of Lots or Units located in a Parcel in which Limited General Community Area or Limited Common Facilities are located (and only such Owners) shall have the right to the use of such Limited General Community Area and Limited Common Facilities, subject to the reserved rights of Declarant, the Corporation and the applicable Supplemental Association. The Owners of Lots abutting a Pond may use any Pond which abuts such Owner's Lot, but such use shall be limited to fishing and such other uses as may be authorized by resolution adopted by the Board of Directors of the Corporation, in the case of Ponds that are General Community Area, and of the applicable Supplemental Association in the case of Ponds that are Limited General Community Area. Subject to restrictions on points of access, the Ponds that are General Community Area may be used by all Owners, but only for fishing and such other purposes as may be authorized by the Board of Directors. Subject to restrictions on points of access, the Pond which are Limited General Community Area may be used by all Owners of Property within the Parcel in which the subject Pond is located, but only for fishing and such other purposes as may be authorized by the Board of Directors of the applicable Supplemental Association. No Owner whose Lot does not abut a Pond shall have any right of access to a Pond over any Lot, but only such right of access over the Community Area as may be designated on a Plat or by the applicable Board of Directors for such purpose.

(ii) Occupants. Occupants who are not also Owners may use and enjoy the Community Area only to the extent specified in subparagraph (f) or as explicitly authorized elsewhere in this Declaration, in a Supplemental Declaration or by the Board of Directors. Occupants shall have the same rights as Owners to the use of the Paths and Parks that are General Community Area. Without limiting the foregoing, the use of any Private Streets shall be limited to Occupants of those Units that are assessed the Maintenance Costs of such Limited General Community Area. To the extent Owners of Lots that do not abut a Pond are granted rights of access to a Pond over Community Area designated for that purpose, Occupants of such Lots (other than Occupants of Nonresidential Units) shall enjoy the same rights. In the adoption of rules, regulations, policies and procedures relating to the use of Limited General Community Area, the Board of Directors of the applicable Supplemental Association, may restrict or preclude use of the Limited General Community Area by such Occupants as heretofore provided.

(e) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

associated therewith to any public agency, authority or utility exclusively for purposes permitted herein, but subsequent to the Applicable Date, in the case of General Community Area, and the applicable Parcel Applicable Date, in the case of Limited General Community Area, no such dedication or transfer shall be effective unless an instrument is signed by the appropriate officers of the Corporation or the applicable Supplemental Association acting pursuant to authority granted by a majority of the votes of its Board of Directors; and

(vi) subject to the approval of Declarant, the right of Declarant in any Supplemental Declaration or Plat to restrict the use of General Community Area and/or General Common Facilities located in a Parcel to (a) Owners and/or Occupants of Units, Multifamily Structures or Multiuse Structures located in such Parcel or (b) to other Owners of less than all of the Lots in the Property.

(f) Additional Rights of Use. The members of the family of every Person owning or leasing a Residential Lot and the employees, licensees, invitees, guests, successors and personal representatives of every Person owning or leasing a Nonresidential Lot may use the Community Area and the Common Facilities (or part thereof) on the same terms and subject to the same limitations as such Person subject to the terms of any instrument of conveyance of such Community Area or Common Facilities to a Permitted Title Holder and to such general rules, regulations, policies and procedures consistent with the provisions of this Declaration (with respect to General Community Area) and all Supplemental Declarations (with respect to Limited General Community Area) as may be established from time to time by the Corporation and/or a Supplemental Association. Except as otherwise provided herein or in a Supplemental Declaration, the Corporation may restrict use of the General Community Area and General Common Facilities by guests of Persons whose use thereof is authorized herein or in a Supplemental Declaration, and a Supplemental Association may restrict use of the Limited General Community Area and Limited Common Facilities by guests of Persons whose use thereof is authorized herein or in a Supplemental Declaration; provided, however, such use restrictions shall not materially interfere with vehicular and pedestrian ingress and egress to the Lots by guests of Persons whose use thereof is authorized herein or in a Supplemental Declaration.

(g) Damage or Destruction by Owner. In the event the General Community Area or any General Common Facility is damaged or destroyed by an Owner or any of the guests, tenants, licensees, agents, or member of the family of the Owner of a Residential Lot or any of the tenants, agents, or employees of the Owner of a Nonresidential Lot, such Owner authorizes the Corporation to repair said damaged area and the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the

costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(h) Conveyance of Title. Declarant may retain the legal title to the General Community Area and the General Common Facilities until the Applicable Date and to Limited General Community Area and Limited Common Facilities until the applicable Parcel Applicable Date, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey such of the Ponds, the Parks, the Common Facilities which Declarant acquires, develops or constructs and such other of the Community Area to which Declarant holds title to a Permitted Title Holder, free and clear of all liens and other financial encumbrances exclusive of the lien for taxes not yet due and payable, in the case of General Community Area and General Common Facilities, not later than the Applicable Date, and in the case of Limited General Community Area and Limited Common Facilities, not later than the applicable Parcel Applicable Date.

(i) Limited General Community Area and Limited Common Facilities. Unless otherwise expressly referenced herein, the ownership, use, maintenance and other matters related to the Limited General Community Areas and Limited Common Facilities shall be governed by the particular Supplemental Declaration establishing or governing such Limited General Community Areas and Limited Common Facilities. Without limiting the foregoing, no Person shall have any right or easement of enjoyment in or to the Limited General Community Area except to the extent granted by, and subject to the terms and provisions of this Declaration or a Supplemental Declaration. In the event the Limited General Community Area or any Limited Common Facility is damaged or destroyed by an Owner or any of the guests, tenants, licensees, agents, or member of the family of the Owner of Residential Lot or any of the tenants, agents, or employees of the Owner of a Nonresidential Lot, such Owner authorizes the applicable Supplemental Association to repair said damaged area and the applicable Supplemental Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the applicable Supplemental Association in the discretion of the applicable Supplemental Association. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

17. Use of Property.

(a) Protective Covenants.

(i) Land Use. Lots may be used only for the purposes authorized by the Zoning Ordinance.

(ii) Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or to its occupants; provided, however, the sounds emitted from a drive thru system and related facilities, the

17(c) shall fail to keep and maintain such portion of the right-of-way or Private Street as provided herein, the Corporation after thirty (30) days written notice to the Owner informing such Owner of noncompliance and approval by two-thirds (2/3) vote of the Board of Directors as provided by the By-Laws, shall have the right to correct drainage and to repair, replace, maintain and restore any of the foregoing to be maintained and repaired by the Owner. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

18. Easements.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration or in a Supplemental Declaration and as may be created by Declarant pursuant to other written instruments recorded in the office of the Recorder of Boone County, Indiana. Lots are subject to drainage easements, sewer easements, utility easements, entry way easements, landscape easements, water access easements, Community Area access easements, pathway easements and nonaccess easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, public utility companies and governmental agencies and as to any Limited General Community Area, the applicable Supplemental Association, the applicable Design Review Board as follows:

(i) D.E. Drainage Easements are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Anson and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across its own Lot. No easement shall be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, the Corporation and by the applicable Supplemental Association, but neither Declarant, the Corporation nor the applicable Supplemental Association shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) S.E. Sewer Easements are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Anson for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) U.E. Utility Easements are created for the use of Declarant, the Corporation, the applicable Supplemental Association and public or municipal utilities, not including

transportation companies, that provide electrical, telephone and water service for the installation and maintenance of underground mains, ducts, wires and other facilities for such service, as well as for all uses specified in the case of sewer easements, provided that no such mains, ducts, wires and other facilities may be installed in any Utility Easement without, prior to the Applicable Date, the prior consent of Declarant.

(iv) E.W.E. Entry Way Easements are created for the use by Declarant, the applicable Design Review Board, the Corporation and the applicable Supplemental Association designated thereon for the installation, operation and maintenance of the Entry Ways.

(v) L.E. Landscape Easements are created for the use by Declarant, the applicable Design Review Board, the Corporation and the applicable Supplemental Association for the planting and maintenance of trees, shrubs and other plantings.

(vi) W.A.E. Water Access Easements are created for the use of Declarant, the Corporation and the applicable Supplemental Association and the Drainage Board (to the extent the Drainage Board has jurisdiction over the Pond(s) to which access is being provided) for the purpose of gaining access to the Ponds in the course of maintenance, repair or replacement of any thereof.

(vii) G.C.A.E. General Community Area Access Easements are created for the use of Declarant and the Corporation for the purpose of gaining access to the Parks and other Community Areas that are General Community Area in the course of maintenance, repair or replacement thereof and for the use of Owners for the purpose of gaining access to such General Community Area to enjoy the use thereof to the extent authorized herein.

(viii) L.G.C.A.E. Limited General Community Area Access Easements are created for the use of Declarant, the Corporation and the applicable Supplemental Association for the purpose of gaining access to the Parks and other Community Areas that are Limited General Community Area in the course of maintenance, repair or replacement thereof and for the use of Owners for the purpose of gaining access to such Limited General Community Area to enjoy the use thereof to the extent authorized herein or a Supplemental Declaration.

(ix) P.E. Pathway Easements are created for the installation by Declarant, the maintenance by the Corporation or the applicable Supplemental Association and the use by the

Owners, of the Paths and Path Lights to the extent authorized herein.

(x) N.A.E. Non-Access Easements are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

(xi) A.E. Access Easements are created to afford public access over Private Streets to Lots and for all uses specified in the case of utility easements.

(xii) U.R.D.E Urbanized Regulated Drainage Easements are created for the purpose of identifying those drainage improvements that are specifically under the jurisdiction of the Drainage Board and subject to the Drainage Board's rules and regulations as amended from time to time.

(xiii) T.A.E. Temporary Access Easements are created solely for the purpose of affording public access over temporary cul-de-sacs for dead end public streets that will be extended at some point in the future. Extension of the public street and elimination of the temporary cul-de-sac shall automatically terminate the subject temporary access easement.

The Corporation may exercise each of the foregoing easements granted to it across the entire Property except that any portions of Nonresidential Lots within which a building, structure, drive-thru or drive-up lane is located or proposed to be located are the exclusive property of said Owner of the Nonresidential Lot and will not be subject to the foregoing easements unless consented to in writing by the Owner of the affected Nonresidential Lot. Unless otherwise expressly provided herein or in a Supplemental Declaration or on a Plat, a Supplemental Association may only exercise each of the foregoing easements within the Parcel over which it has jurisdiction. All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved.

All mains, ducts, pipes, wires and other facilities permitted pursuant to any of the foregoing easements shall be underground, provided that the foregoing shall not prohibit underground utilities to be connected with utility tie-in locations above ground on exterior walls of the improvements to be constructed on a Lot immediately adjacent to the locations where such underground utilities penetrate the ground.

Except as otherwise approved by the Design Review Board, no structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Boone County, Indiana. A paved driveway necessary to provide access to a Lot from a public street or Private Street and a sidewalk installed by or at the direction of Declarant (and

odors emitted from a restaurant, and sights associated with a restaurant, from any Nonresidential Lot utilized for restaurant purposes shall not be considered to be a nuisance, provided such sounds, odors and sights are of the same type that are experienced in other first-class shopping centers in the Indianapolis, Indiana, metropolitan area.

(iii) Other Restrictions. Declarant may impose additional Restrictions which Declarant reasonably determines to be necessary and proper for the Property in any Plat, Supplemental Declaration, Design Handbook, other written instrument, written notice of which is given to Owners, or in the general rules or regulations adopted by the applicable Design Review Board; provided, however, Declarant shall be required to obtain the prior written consent of an Owner of a Nonresidential Lot in order for any additional Restrictions to be effective against any such Nonresidential Lot.

(b) Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each Owner shall, at such Owner's expense, keep all Lots owned by the Owner, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a good and sightly condition appropriate to a first-class master planned mixed use community. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation, after thirty (30) days written notice to the Owner informing such Owner of noncompliance and approval by two-thirds (2/3) vote of the Board of Directors as provided by the By-Laws, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

(c) Maintenance of Portion of Right-of-Way Adjoining Certain Lots. Each Owner of a (i) Nonresidential Lot or (ii) Residential Lot used or intended to be used for an Attached Living Unit shall at such Owner's expense and subject to and in accordance with the requirements of any applicable governmental authority, keep that portion of the public right-of-way or Private Street between such Lot and the back of curb of the street located in such right-of-way or Private Street in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of any Planting Area; the pruning, cutting and replacement of all Street Trees and shrubbery; the maintenance and repair of any Site Furniture and Facilities therein; and the maintenance, including removal of snow and ice, resurfacing and repair of any paved areas, including sidewalks. All such maintenance and repair shall be performed in a manner and with such frequency as is consistent with good property management as determined by the Board of Directors. In the event an Owner of a Lot subject to this Paragraph

(i) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to establish reasonable rules for the use of such Community Area (including but not limited to use of identification cards) and to charge reasonable fees to the user of any Recreation Area or part thereof;

(ii) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to suspend the right of an Owner and all Persons whose right to use the Community Area derives from such Owner's ownership of a Lot (including Occupants of the Lot) to use all or any portions of such Community Area for any period during which any Assessment against the Owner's Lot remains unpaid for more than thirty (30) days after written notice;

(iii) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to suspend the right of an Owner or any Person claiming through the Owner (including Occupants of the Unit) to use all or any portion of such Community Area for a period not to exceed sixty (60) consecutive days for any other infraction of this Declaration, any Supplemental Declaration or any rules or regulations adopted by the Corporation and/or a Supplemental Association with respect thereto; provided, however, that Occupants of a Multifamily Structure or Multiuse Structure who are not personally responsible for the infraction and who otherwise have a right of use shall not be denied such use as a consequence of an infraction by another Occupant of such Multifamily Structure or Multiuse Structure; provided, however, that a parent may be deemed personally responsible for the infraction of a minor;

(iv) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to mortgage any or all of such Community Area, the facilities constructed thereon and the Common Facilities associated therewith for the purposes of improvements to, or repair of, such Community Area, the facilities constructed thereon or such Common Facilities, pursuant to approval of a majority of the votes of the Board of Directors of the Corporation or applicable Supplemental Association, as the case may be;

(v) the right of the Corporation, as to General Community Area, and the applicable Supplemental Association, as to Limited General Community Area, to dedicate or transfer all or any part of the Community Area and/or the Common Facilities

replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of underground water, sewer, gas, telephone and electric lines and systems, provided, however, that no water, sewer, gas, telephone or electric lines and systems may be installed or relocated in a Parcel except as proposed and approved by Declarant prior to the Applicable Date or by the applicable Design Review Board thereafter and that no portion of a Nonresidential Lot within which a building, structure, drive-thru or drive-up lane is located or proposed to be located will be subject to the general easement described in this Article 18(b) unless consented to in writing by the Owner of the affected Nonresidential Lot. Subject to the limitations set forth in the foregoing sentence, by virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Corporation, in the case of General Community Area, and Declarant or the applicable Supplemental Association, in the case of Limited General Community Area, shall have the right to grant such easement on the Property subject to the terms of this Article 18(b). This blanket easement shall in no way affect any other recorded easements on the Property, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Unit, Multifamily Structure or Multiuse Structure has been constructed or is proposed for construction pursuant to a Lot Development Plan which has been approved by the applicable Design Review Board.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the General Community Area and Limited General Community Area in the performance of their duties.

(d) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways, Paths, Water Access Easements, General Community Area Access Easements and Limited General Community Area Access Easements. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, decks, patios, or other pavings, other than crossings, driveways, walkways, Paths, Water Access Easements, General Community Area Access Easements or Limited General Community Area Access Easements, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(e) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Parcel, Declarant reserves a blanket easement and right on, over and under the ground within that Parcel (except that any portions of Nonresidential Lots within which a building or structure or drive-thru or drive-up lanes are located or proposed to be located are the exclusive property of said Owner of the Nonresidential Lot and will not be subject to the foregoing easement) to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give thirty (30) days written notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such written notice. Declarant will perform all work in such a manner so as to not unduly disrupt the operation of the Nonresidential Lot. Declarant will hold harmless and indemnify the Owner of each Lot against any and all claims, liabilities and costs (including, but not limited to reasonable attorney's fees) for injuries to any person and damage to any Lot or Unit to the extent arising out of, in connection with, or as a direct result of Declarant's exercise of the easement rights granted in this easement except to the extent of such Owner's negligence or willful misconduct.

(f) Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

(g) Damage. Any damage to a Lot or Unit caused by the exercise of any of the easement rights referred to in this Declaration shall promptly be repaired and restored to the condition existing prior to the exercise of such rights, by, and at the expense of, the Person exercising such rights.

19. Use of Lots During Development.

(a) By Declarant. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors, or any Designated Builder, may maintain during the period of construction and sale or rental of Lots and Units in the Property or the Development Area, upon such portion thereof as is owned or leased by Declarant, DCLP or any Designated Builder, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Units, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Units and sales or leasing offices.

(b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Living Unit in Anson may, with the prior consent of the Board of Directors, use such Living Unit as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as

the Board of Directors may specify. With the approval of Declarant and the consent of the Owner thereof, undeveloped Lots adjacent to or in proximity to such model home may be used for parking by visitors to such model home.

20. Enforcement. The Corporation, the applicable Supplemental Association (in the case of Limited General Community Area, Limited Common Facilities or other rights provided for hereunder with respect to a Supplemental Association), any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration provided that prior to the commencement of any such action by the aggrieved Person, thirty (30) days written notice of the non-compliance of the provisions of this Declaration will be given to the non-complying Person during which period the non-complying Person shall have the right to cure the non-compliance, but neither Declarant nor the Corporation or any Supplemental Association shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including reasonable attorneys' fees, if it substantially prevails in such action.

21. Limitations on Rights of the Corporation and Supplemental Associations. Prior to the Applicable Date, none of the Corporation or any Supplemental Association may use its resources or take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Owners acting as individuals or in affiliation with other Owners or groups as long as they do not employ the resources of the Corporation or a Supplemental Association or identify themselves as acting in the name, or on the behalf, of the Corporation or a Supplemental Association. Notwithstanding anything in this Declaration to the contrary, if a Supplemental Declaration so provides, Declarant may exercise the powers (unless and until relinquished by Declarant in accordance with the Supplemental Declaration) within the Parcel subject to such Supplemental Declaration, in lieu of (i) a Supplemental Association of owning, maintaining, and administering the General Community Area and Limited General Community Area, administering and enforcing the Restrictions, collecting and disbursing the General Assessments, Special Assessments and other charges created by this Declaration, and promoting the health, safety and welfare of the Owners and Occupants of Lots and Units within such Parcel, or (ii) a Design Review Board of architectural control. In the event a Supplemental Declaration so provides for Declarant to exercise such powers, the Corporation shall not have the power to veto any action taken or contemplated to be taken by Declarant under such Supplemental Declaration or to require specific action to be taken by Declarant in connection with its express obligations and responsibilities under a Supplemental Declaration. Declarant may, within a Parcel that does not have a Supplemental Association and where it has such powers pursuant to the Supplemental Declaration, exercise any of the easements described in Section 18 of this Declaration that would otherwise run to the benefit of a Supplemental Association having jurisdiction of such Parcel.

22. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Property; dedication or transfer of the General Community Area;

mergers and consolidations of Parcels within the Property or of the Property with other real estate; mortgaging of the General Community Area; amendment of this Declaration or any Supplemental Declaration; changes in the basis for assessment or the amount, use and time of payment of the Initial Assessment; the assumption of personal liability for payment of Assessments by any Supplemental Association pursuant to Paragraph 14(a) of this Declaration; and the adoption or modification of the Design Handbook. Notwithstanding any other provisions hereof, prior to the applicable Parcel Applicable Date, the following actions shall require the prior approval of Declarant: the dedication or transfer any of the Limited General Community Area; mortgaging of any of the Limited General Community Area; and amendment of any Supplemental Declaration.

23. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon a Unit, Multifamily Structure or Multiuse Structure or the Mortgagee may notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's 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 Articles or the By-Laws (collectively, the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in 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 the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the General Community Area;

(ii) Any delinquency in the payment of any Assessment owed to the Corporation by the Owner of any Unit, Multifamily Structure or Multiuse Structure on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees hereunder; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the General Community Area appertaining to any Lot or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Lot or (C) the purposes for which any Lot or the General Community Area are restricted.

(c) 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 Assessments owed to the Corporation against the Lot 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 for periods prior to such statement in excess of the amount set forth in such statement.

(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

#### 24. Amendments.

(a) Generally. Subject to subparagraphs (c) and (d), this Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Board of Directors cast at a meeting duly called for the purpose of amending this Declaration and (ii), to the extent required by Paragraph 22, Declarant, provided that no such amendment to this Declaration, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment.

(b) By Declarant. Subject to subparagraph (c) but without regard to subparagraphs (a) and (d), Declarant hereby reserves the right prior to the Applicable Date to unilaterally amend and revise the standards, covenants and restrictions contained in this Declaration. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Boone County, Indiana. Except as hereafter expressly provided, no such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment without the prior written consent of the affected Owner or adversely affect the rights and interests of Mortgagees holding first mortgages on Units, Multifamily Structures or Multiuse Structures at the time of such amendment. If Declarant, acting in

good faith and in the exercise of its reasonable judgment, determines that the basis for the General Assessment set forth in Paragraph 14(b)(ii) (including the schedules referenced therein and attached hereto), whether prior to or after the Determination Date, does not equitably and reasonably distribute the costs of improving, maintaining, repairing, replacing or operating the General Community Area and General Common Facilities among Residential Lots, unimproved Nonresidential Lots, Nonresidential Lots improved with a Multifamily Structure or Multiuse Structure or Nonresidential Lots, or among Lots in any of the foregoing categories, Declarant may reduce such basis for the General Assessment by category to provide for an equitable and reasonable distribution of such costs among or within each of such categories. Declarant shall give thirty (30) days notice in writing to such Owners and Mortgagees of any amendments which notice shall include the details of the amendment prior to the amendment taking effect. Except to the extent authorized in Paragraph 18(b), Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarant has previously conveyed without the consent of the Owner of such Lot.

(c) Approval by Zoning Authority. No amendment which would eliminate, waive or qualify a requirement set forth herein for the consent of or approval by the Zoning Authority shall be effective unless approved in writing by the Zoning Authority.

(d) Class Approval. Subject to subparagraph (b) of this Paragraph 24, to the extent that such amendment affects Owners of Nonresidential Units, Multifamily Structures or Multiuse Structures (or any Units therein), there shall be no amendment of this Declaration which would limit or impair the rights granted herein or add to the burdens imposed by this Declaration and no amendment to Paragraphs 13, 14, 16(d), or (e) or (f) or this Paragraph 24, unless approved in writing by not less than sixty percent (60%) of the total number of Owners of Nonresidential Units, Multifamily Structures and Multiuse Structures (and all Units therein).

(e) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Boone County, Indiana.

25. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

26. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2050, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of a majority of the members of the Board of Directors. Notwithstanding the foregoing, all easements created

in this Declaration shall be perpetual to the fullest extent of the law, unless otherwise specifically stated herein.

27. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

28. Non-Liability of Declarant.

(a) Drainage. Declarant shall not have any liability to an Owner, Occupant or any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Unit, Multifamily Structure or Multiuse Structure is constructed and of the builder of such Unit, Multifamily Structure or Multiuse Structure and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

(b) Off-Site Transmission Facilities. Radio and/or other communications transmission facilities (the "Transmission Facilities") are located near the Property. The Transmission Facilities produce radio and/or other communications transmissions that may interfere with and degrade the performance of electronic devices, including, without limitation, television and radio equipment. Each Owner, Occupant and Mortgagee by virtue of accepting an interest in or otherwise occupying a Lot or a Unit shall be deemed to consent to the Transmission Facilities, shall not object to or remonstrate against the Transmission Facilities or operations related thereto conducted in conformity with applicable law, and shall be deemed to release Declarant, DCLP, the owners and operators of the Transmission Facilities and their respective successors and assigns from any and all claims, liabilities or obligations with respect to the Transmission Facilities and operations therefrom.

29. Compliance with the Soil Erosion Control Plan.

(a) The Plan. Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. In connection with any construction activity on a Lot by an Owner, its contractor or the subcontractors of either, Owner shall take or cause to be taken all erosion control measures contained in such plan as the plan applies to "land disturbing activity" undertaken on a Lot and shall comply with the terms of Declarant's general permit under Rule 5 as well as all other applicable state, county or local erosion

control authorities. All erosion control measures shall be performed by personnel trained in erosion control and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Indemnity. The Owner of each Lot shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or be connected with, any work done by such Owner, its contractor and their respective employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

30. Exclusive Builders. Declarant reserves the absolute right prior to the Applicable Date to restrict construction of Living Units in Anson to builders who have been approved by Declarant, such approval to be granted or withheld in the absolute discretion of Declarant. Notwithstanding the purchase of a Lot by an Owner, such Owner may not cause or authorize any Person to construct a Living Unit on the Lot other than a builder who has been approved in writing by Declarant.

31. Right to Develop. Every Person that acquires any interest in Anson acknowledges that Anson is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge, or otherwise object to (a) changes in uses or density of property outside the Parcel in which such Person holds an interest; or (b) changes in the General Plan of Development as it relates to property outside the Parcel in which such Person holds an interest.

32. Exclusive Rights To Use Name of Development. No Person shall use the name "Anson" or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Anson" in printed or promotional matter where such term is used solely to specify that particular property is located within Anson and the Corporation and any Supplemental Association shall be entitled to use the word "Anson" in its name.

33. Right to Approve Additional Covenants. Prior to the Applicable Date, no Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Declarant.

34. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America.

35. Mechanic's Liens. Each Owner agrees that in the event any mechanic's lien or other statutory lien shall be filed against its Lot, any other Lot or any Community Area by reason of work, labor, services or materials supplied to or at the request of such Owner pursuant to any construction on its Lot, or at the request of the Owner or an Occupant of the Lot pursuant to any construction by said Owner or Occupant, it shall pay and discharge the same of record within thirty (30) days after the filing thereof, subject to the provisions of the following sentence. Each Owner shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish such bond or provide such indemnification as is hereinafter provided and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) days shall not be applicable; provided, however, that in any event such Owner shall, within thirty (30) days after the filing thereof, bond or indemnify against such liens in amount and in form satisfactory to induce the title insurance company which insured title to the respective parcel, to insure over such liens or to reissue and update its existing policy, binder or commitment without showing title exception by reason of such liens, and shall indemnify and save harmless Declarant, the other Owners, the Corporation and the applicable Supplemental Association, if any, from all loss damage, liability, expense or claim whatsoever (including reasonable attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken adversely to the Owner contesting such liens) such Owner shall, within five (5) days thereafter, cause the liens to be discharged of record.

36. Annexation. Each Owner, by the acceptance of a deed to a Lot, consents to the annexation of the Property to an adjoining municipality, and agrees not to remonstrate against any proposal for such annexation.

37. Tax Abatement. So long as Declarant, DCLP or any of their respective affiliates, successors or assigns are liable, directly or indirectly, for the repayment or guaranty of any outstanding bonds or lease rental obligations that have been issued or incurred by Boone County, Indiana, or the Boone County Redevelopment Commission and secured by tax increment revenues pledged pursuant to IC 36-7-14-39 or any successor provision thereto, no Owner or Occupant may seek or claim a deduction from assessed value (commonly known as property tax abatement) for any real or personal property of such Owner or Occupant under IC 6-1.1-12.1 or any successor provision thereto ("Tax Abatement") without the prior written approval of Declarant. It shall be the responsibility of the Owner or Occupant to inquire in writing with Declarant as to whether any such liability exists prior to seeking Tax Abatement. Declarant's address for such inquiry is: Duke Realty Corporation, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana 46240, Attn: Vice President & General Manager - Anson.

38. Anson Medallions. The external façade of the principal building on each Nonresidential Lot in Anson must include a stone medallion of size, design and materials specified by Declarant and displaying the Anson logo and stating the year in which such building was constructed. Such medallion shall be placed at a location on a corner of such building approved by the applicable Design Review Board as part of its approval of a Lot Develop Plan.

39. Prior Declaration. This Declaration is intended to replace the Prior Declaration in its entirety. In the event of any conflict between the Declaration and the Prior Declaration, the terms and conditions of this Declaration shall control.

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above.

DUKE REALTY LIMITED PARTNERSHIP,  
an Indiana limited partnership

By: Duke Realty Corporation, an Indiana  
corporation, its general partner

By: Thomas A. Dickey

Printed: Thomas A. Dickey

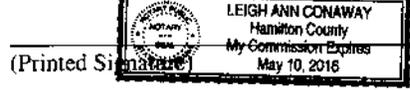
Title: Vice President & General Manager,  
Arden

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the V.P. & General Mgr. Anson of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Amended and Restated Master Declaration of Covenants and Restrictions for Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 20 day of April, 2011.

Leigh Ann Conway  
Notary Public



My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

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: Richard J. Hayes

This instrument prepared by and after recording should be returned to Richard J. Hayes, Corporate Attorney, Duke Realty Corporation, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana 46240



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**EXHIBIT A  
DEFINITIONS**

“Anson” means the name by which the Property shall be commonly known.

“APC” means the Boone County Area Plan Commission.

“Applicable Date” means the date that Declarant has voluntarily relinquished its rights as the Declarant under this Declaration (but not such earlier date as Declarant may voluntarily relinquish its rights as declarant under a Supplemental Declaration), as established in a written notice to the Corporation. The document by which Declarant establishes the Applicable Date may allow Declarant to reserve the right to require Declarant’s prior written approval of certain actions by the Corporation.

the “applicable Supplemental Association” or words to similar effect means the Supplemental Association that pursuant to a Plat, Supplemental Declaration or a Development Instrument has jurisdiction of a particular Parcel or Limited Community Area.

“Articles” means the Articles of Incorporation of the Corporation, as amended from time to time; provided, however, no amendment to the Articles shall restrict or diminish the rights or increase or expand the obligations of an Owner of a Nonresidential Lot without obtaining the prior written consent of the affected Owner of such Nonresidential Lot.

“Assessments” means all sums assessed against the Owners or as declared by this Declaration, any Supplemental Declaration, the Articles or the By-Laws or the articles of incorporation or by-laws of a Supplemental Association.

“Attached Living Unit” means a Living Unit attached to another Living Unit developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling.

“Board” or “Board of Directors,” without qualification, means the governing body of the Corporation.

“Building Activity” means any improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, installation or modification of signage or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state.

“By-Laws” means the Code of By-Laws of the Corporation, as amended from time to time; provided, however, no amendment to the By-Laws shall restrict or diminish the rights or increase or expand the obligations of an Owner of a Nonresidential Lot

without obtaining the prior written consent of the affected Owner of such Nonresidential Lot.

“Capital Assessment” means an Assessment made pursuant to Paragraph 16(d) of this Declaration.

“Common Facilities” means any General Common Facilities and any Limited Common Facilities.

“Common Lighting” means the light standards, wiring, bulbs and other appurtenances, if any, installed to illuminate the General Community Area or Limited General Community Area, as the case may be, or the public and private ways in Anson exclusive of the Path Lights.

“Community Area” means any General Community Area and any Limited General Community Area.

“Condominium” means a condominium established in the Property pursuant to I.C. 32-25-1 or any successor provision authorizing the creation of a Condominium.

“Condominium Unit” means a Unit in a Condominium.

“Corporation” means Anson Governing Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

“DCLP” means Duke Construction Limited Partnership, an Indiana limited partnership.

“Declarant” means Duke Realty Limited Partnership, an Indiana limited partnership, and its successors and assigns to interest in the Property other than DCLP and Owners purchasing Lots or Units by deed from Declarant or DCLP (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

“Design Handbook” means guidelines and requirements for Building Activity on the Property adopted by the Declarant, as the same may be amended from time to time.

“Design Review Board” means an entity established pursuant to a Supplemental Declaration for the purposes therein stated, and “applicable Design Review Board” means the Design Review Board for the Parcel subject to such Supplemental Declaration.

“Designated Builder” means during such period as such designation by Declarant may continue, any Person engaged in the construction of more than one (1) Unit on the Property who is designated by Declarant as a “Designated Builder”. Declarant may make and revoke any such designation at any time and from time to time. A builder approved pursuant to Paragraph 32 may, but will not necessarily be, a Designated Builder.

“Determination Date” means the first day of the first calendar year for which the Declarant has determined in good faith that the amount of assessments to be levied on all

Lots and Units subject to assessment, including Lots and Units owned by Declarant and DCLP, in accordance with Schedule 14 will be sufficient to pay the actual expenditures of the Corporation for that and subsequent calendar years. For purposes of this determination, the "amount of assessments to be levied on all Lots and Units" shall be calculated using the various rates of assessment from Schedule 14 that were used to make assessments for the immediately preceding year adjusted to reflect the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A) provided that no such annual increase shall exceed five percent (5%) for any one year.

"Development Area" means the land included, from time to time, in the District.

"Development Instrument" means any other recorded instrument prepared by Declarant in addition to this Declaration, a Supplemental Declaration or a Plat.

"District" means the I-65 Planned Unit Development District established by the Ordinance as it exists from time to time.

"Drainage Board" means the Boone County Drainage Board, its successors or assigns, or, in the event of annexation of the Property to a municipality, the board of public works or similar agency of said municipality.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds (including the Ponds), and the other structures, fixtures, properties, equipment and facilities located in the Property (other than any fire protection equipment), or in Off-Site Drainage Easements, and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Property, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

"Entry Ways" means the structures, including monuments and signs, constructed as an entrance to Anson or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic islands depicted as a Community Area on a Plat and any other traffic islands dividing a roadway providing access to Anson or a part thereof, and the grassy area surrounding such structures.

"Environmental Laws" means all federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of a Lot, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Resource Conservation and Recovery Act; the Federal Toxic Substance Control Act; the Clean Air Act; the Clean Water Act; the rules and regulations of the Federal Environmental Protection Agency, or any other federal, state or municipal or governmental board or entity having jurisdiction over the Lot.

"General Assessment" means an Assessment made pursuant to Paragraph 14(b).

“General Common Facilities” means any Path Lights, Common Lighting or Site Furniture and Facilities located within a General Community Area and other personal property of the Corporation.

“General Community Area” means any (i) Ponds, (ii) Entry Ways, (iii) Planting Areas, (iv) Parks, (v) Drainage System, (vi) Paths, and (vii) other areas of land or improvements that are (A) designated as General Community Area on any Plat or in this Declaration or any Development Instrument, or located within any such General Community Area, or (B) conveyed to or acquired by the Corporation, and its successors and assigns, together with all improvements thereto, all utility service lines or facilities located therein not maintained by a public utility company or governmental agency and all General Common Facilities located therein or used in connection therewith.

“General Community Area Access Easement” means the area designated on a Plat as a means of access to a General Community Area.

“General Plan of Development” means that plan prepared by Declarant and approved, if necessary, by appropriate public agencies that outlines the total scheme of development and general uses of land in the Development Area, attached to this Declaration as Exhibit C, as such may be modified by Declarant from time to time.

“Hazardous Substances” means (1) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste” or “infectious waste” in any of the Environmental Laws; and (2) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous, toxic or infectious under present or future Environmental Laws or other federal, state, or local laws or regulations.

“Initial Assessment” means the initial Assessment required by Paragraph 14(c).

“Landscape Easement” means a portion of a Lot denoted on a Plat as an area to be landscaped.

“Limited Common Facilities” means any Path Lights, Common Lighting or Site Furniture and Facilities located within a Limited General Community Area and other personal property of a Supplemental Association.

“Limited General Community Area” means any Recreation Area and (i) Ponds, (ii) Private Streets, (iii) Entry Ways, (iv) Planting Areas, (v) Parks, (vi) Drainage System, (vii) Paths, and (viii) other areas of land or improvements shown on any Plat, that are (A) designated as Limited General Community Area on any Plat or in any Supplemental Declaration or Development Instrument, or located within any such Limited General Community Area, (B) conveyed to or acquired by a Supplemental Association, or (C) required by this Master Declaration to be maintained by a Supplemental Association, together with all improvements thereto, all utility service lines or facilities located therein not maintained by a public utility company or governmental agency and any Limited Common Facilities located therein or used in connection therewith.

“Living Unit” means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.

“Lot” means (i) any plot of land intended as a building site shown upon any recorded Plat, with the exception of Community Area, (ii) any Condominium or, in the case of Paragraph 14 of the Declaration, a Condominium, (iii) any part of the Property designated in a recorded instrument as a “Lot”, and (iv) any other part of the Property acquired by an Owner or used by Declarant for the construction or operation of, or occupancy as, one or more Units.

“Lot Development Plan” means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, (vi) exterior lighting plan, (vii) tree preservation plan and (viii) all other data or information that the applicable Design Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Unit, Multifamily Structure, Multiuse Structure or other structure or improvement thereon.

“maintain,” as it refers to any physical item means maintain, repair, replace and remove as necessary or appropriate.

“Maintenance Costs” means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, and replacement of all or any part of any such facility, payment of all insurance premiums for public liability, casualty and other insurance maintained with respect thereto, all utility charges relating to such facilities, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

“Mortgagee” means the holder of a first mortgage on a Lot, a Unit, a Multifamily Structure or a Multiuse Structure.

“Multifamily Structure” means a structure with two or more Living Units under one roof, except when such Living Units are Attached Living Units or are located in a Multiuse Structure.

“Multiuse Structure” means a structure which contains one or more Nonresidential Units and one or more Living Units.

“Nonresidential Lot” means each established building site or platted lot on which a Nonresidential Unit, a Multifamily Structure or a Multiuse Structure has been or is intended to be constructed.

“Nonresidential Unit” means any (i) structure (including common areas) or (ii) portion of a Multiuse Structure which is designed and intended for use and occupancy for

such non-residential purposes as are permitted under the Zoning Ordinance exclusive of home-based offices and other uses accessory to the use and enjoyment of a Residential Lot. A Nonresidential Unit may be a Condominium.

"Occupant" means any Person who is in possession of a Unit either as an Owner or as a tenant pursuant to a lease or other occupancy agreement.

"Off-Site Drainage Easement" means an appurtenant easement benefiting the Property or any part thereof granted to DCLP and/or Declarant and contained in an instrument recorded in the Office of the Recorder of Boone County, Indiana.

"Off-Site Landscape Easement" means an easement in gross granted to DCLP and/or Declarant and contained in an instrument recorded in the Office of the Recorder of Boone County, Indiana.

"Owner" means a Person, including Declarant, who at the time has legal title to a Lot except a Person who has such title merely as security for the performance of an obligation.

"Parcel" means each platted subdivision or part thereof, parcel of land or Condominium consisting of one or more Lots within the Development Area that are subject to the same Supplemental Declaration or are declared by Declarant to constitute a "Parcel". One or more Lots may be included in more than one Parcel. A Parcel may be comprised of more than one type of use and may include noncontiguous lots, platted subdivisions or parcels of land.

"Parcel Applicable Date" means the date specified in the applicable Supplemental Declaration as the "Parcel Applicable Date" for that Parcel.

"Parcel Assessment" means an Assessment made pursuant to a Supplemental Declaration for a Parcel to be used for such purposes as are authorized by the Supplemental Declaration.

"Park" means such land as may be denoted on a Plat as "Park" or designated as "Park" in any recorded instrument executed by Declarant.

"Part of the Development Area" means any part of the Development Area not included in the Property.

"Paths" means those walkways, sidewalks and/or bikeways installed outside of a public right-of-way pursuant to Paragraph 10 and such other real estate or interest therein as is conveyed or granted to the Corporation for the purpose of being used for walkways and/or bikeways.

"Path Lights" means the light standards, conduits, wiring, bulbs and other appurtenances, if any, installed to illuminate the Paths.

"Permitted Title Holder" means (i) the Corporation, (ii) any Supplemental Association, (iii) a public or private educational institution, or (iv) a nonprofit corporation

having perpetual existence or a governmental entity designated, in either case, by Declarant.

“Person” means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

“Plat” means (i) a final secondary plat, (ii) a Detailed (Secondary) Development Plan pursuant to the Zoning Ordinance of a portion of the Development Area executed by Declarant and recorded in the Office of the Recorder of Boone County, Indiana or (iii) where a final secondary plat or Detailed (Secondary) Development Plan is not required by the Zoning Ordinance, a map or drawing prepared by Declarant showing a portion of the Development Area (which may show the division of that portion of the Development Area into Lots, the dedication of right-of-way or the creation of easements thereon) and recorded in the Office of the Recorder of Boone County, Indiana.

“Pond” means a body of water either located in a Community Area or located outside the Development Area but utilized for controlled drainage from the Property pursuant to easement or other agreements requiring the Declarant and/or the Corporation or applicable Supplemental Association to maintain such bodies of water, and “Ponds” means all of such bodies of water.

“Planting Area” means a landscaped area located in the right-of-way of a public street, on or adjacent to a Park or in or on other Community Area.

“Private Street” means a privately-held right-of-way, with the exception of alleys, open for the purposes of vehicular and pedestrian travel, which may also afford access to abutting property, whether referred to as a street, road or any other term commonly applied to a right-of-way for said purposes. A private street may be comprised of pavement, shoulders, gutters, curbs, sidewalks, parking space, and the like. Private Street does not include a driveway located entirely on a single Lot.

“Property” means certain property located in Eagle, Perry and Worth Townships, Boone County, Indiana, as described in Exhibit B to this Declaration and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

“Recreation Area” means any recreational facility intended for the use and enjoyment of the Owners and Occupants of Lots or Units in a particular Parcel and designated in a Supplemental Declaration, Plat or Development Instrument as a Recreation Area.

“Residential Lot” means a Lot which is used or intended to be used primarily for residential purposes except where the Lot is improved by the construction thereon of a Multifamily Structure or a Multiuse Structure.

“Restrictions” means the covenants, conditions, easements, charges, liens, restrictions, rules, regulations, policies and procedures and all other provisions set forth in this Declaration, all applicable Supplemental Declarations, any Plats, any

Development Instruments, the Design Handbook and any rules, regulations, policies and procedures adopted by Corporation and/or a Supplemental Association, as the same may from time to time be amended.

“Retail Facility” means a Nonresidential Unit which is used for the on-site sale of goods or services to the public.

“Round-About” means a square, green or traffic circle in Anson.

“Service Unit” means Declarant’s good faith estimate of a quantitative indicator of the extent or degree of the assumed demand of a Lot or Unit (including a Condominium) for services subject to the General Assessment.

“Site Furniture and Facilities” means any furniture, trash containers, sculpture or other furniture, fixtures, equipment or facilities constructed, installed or placed in the Development Area by Declarant, the Corporation or a Supplemental Association and intended for the common use or benefit of some, if not all, of the Owners and Occupants.

“Special Assessment” means an Assessment made pursuant to any provision of this Declaration or any Supplemental Declaration authorizing the levying of a Special Assessment.

“Street Trees” means the trees, shrubs and other plantings planted by Declarant, the Corporation or Supplemental Association pursuant to Section 11(b) of this Declaration, as the same may be replaced from time to time.

“Supplemental Association” means any nonprofit corporation established pursuant to a Supplemental Declaration to carry out functions specified in such Supplemental Declaration.

“Supplemental Declaration” means any supplemental declaration of covenants, conditions or restrictions or any declaration of Condominium which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Parcel and contains such complementary or supplementary provisions for such Parcel as are specified by Declarant.

“Total Estimated Costs” means the amount, as determined by the Corporation of the costs of providing each group of services subject to the General Assessment.

“Unit” means any Living Unit or Nonresidential Unit, and “Units” means all Living Units and Nonresidential Units.

“Water Access Easement” means the area designated on a Plat as a means of access to a Pond.

“Zoning Authority” with respect to any action means the Director of the Boone County Area Plan Commission or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which

authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Director.

"Zoning Ordinance" means the ordinance adopted by the Boone County, Indiana Board of Commissioners, establishing the District.

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**EXHIBIT B**

**THE PROPERTY**

**PARCEL 1:**

A part of the East Half of the Northeast Quarter of Section 1, Township 17 North, Range 1 East of the Second Principal Meridian, Perry Township, Boone County, Indiana, more particularly described as follows:

Beginning at the Northeast Corner of said tract, thence South, along the East line thereof, a distance of 1563.97 feet, to the center of the East Service Road of Interstate Highway Number 65; thence North 43 degrees 57 minutes West along the center of said Service Road, a distance of 1912.29 feet, to the West line of the East Half of the Northeast Quarter of said Section 1; thence North, along said West line a distance of 165.2 feet, to the Northwest Corner of said Half Quarter Section; thence East, along the North line of said Half Quarter Section, a distance of 1332.45 feet to the Place of Beginning.

**AND**

Part of the East Half of the Southeast Quarter of Section 36, Township 18 North, Range 1 East, being more particularly described as follows:

Beginning at a point on the South line of said Section 36 that is 1090 feet West of the Southeast Corner thereof; thence East on and along said South line 1090 feet to the Southeast Corner of said Section; thence North on and along the East line of said Section 36 a distance of 300 feet to a point; thence in a Southwesterly direction in a straight line to the Place of Beginning.

(Beaver Creek)

**AND**

**PARCEL 2:**

A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of Section 6, Township 17 North, Range 2 East; thence North 88 degrees 09 minutes 48 seconds East (the bearing system is based upon Indiana West Zone NAD 83 State Plane Coordinate System) 1,524.45 feet along the North Line of said Northwest Quarter to the northwestern corner of eighty-five acres off the east end of said Northwest Quarter; thence South 01 degree 20 minutes 52 seconds East 1,661.79 feet along the western boundary of said eighty-five acre tract of land to the northern right-of-way line of State Road 334 (INDOT Project No. STI-65-5(E), Fiscal Year 1994, Sheets 6 and 9), said point being on a non-tangent curve concave to

the south and being North 18 degrees 07 minutes 08 seconds West 3,338.16 feet from the radius point of said curve; thence westerly and southwesterly 427.34 feet along the northern right-of-way line of State Road 334 and along said curve to a point being North 25 degrees 27 minutes 13 seconds West 3,338.16 feet from the radius point of said curve; thence South 80 degrees 44 minutes 03 seconds West 69.37 feet along the northern right-of-way line of State Road 334 to the northeastern right-of-way line of Perryworth Road (ISHC "I" Project No. 03-4(11), Fiscal Year 1957, sheets 8 and 10), the following four (4) courses are along the northeastern right-of-way line of Perryworth Road; 1) thence North 72 degrees 10 minutes 02 seconds West 167.09 feet; 2) thence South 88 degrees 41 minutes 00 seconds West 469.22 feet; 3) thence North 71 degrees 26 minutes 27 seconds West 345.39 feet; 4) thence North 45 degrees 09 minutes 19 seconds West 227.37 feet to the West Line of said Northwest Quarter; thence North 00 degrees 44 minutes 31 seconds East 1,471.60 feet along the West Line of said Northwest Quarter to the POINT OF BEGINNING.

(C&W)

AND

**PARCEL 3:**

A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East; thence North 88 degrees 22 minutes 38 seconds East (the bearing system is based upon the Indiana West Zone NAD 83 State Plane Coordinate System) 257.40 feet along the North Line of the Northwest Quarter of Section 6, Township 17 North, Range 2 East to the Northeast Corner of said Northwest Quarter; thence South 01 degree 20 minutes 52 seconds East 707.25 feet along the East Line of said Northwest Quarter to the northeastern corner of 7.77 acre tract of land described in the WARRANTY DEED recorded in Deed Record 256, page 50 by the Recorder of Boone County, Indiana; thence South 88 degrees 12 minutes 56 seconds West 385.00 feet (measured, 405.01 feet deeded) along the north boundary of said 7.77 acre tract of land to its northwestern corner; thence South 00 degrees 08 minutes 56 seconds West 823.05 feet (measured, 812.70 feet deeded) along the western boundary of said 7.77 acre tract of land to its southwestern corner on the northern right-of-way line of State Road 334 (ref: see the land description for the 1.351 acre tract of land described in the CORRECTIVE WARRANTY DEED recorded in Deed Record 251, page 478 by said Recorder); thence North 89 degrees 35 minutes 59 seconds West 35.06 feet along said right-of-way line to a point on a non-tangent curve concave to the south (said curve hereinafter referred to as "Curve #1"), said point being North 02 degrees 45 minutes 58 seconds West 3,338.16 feet from the radius point of Curve #1; thence westerly 14.96 feet along said right-of-way line and along Curve #1 to a point on the eastern boundary of the 4.298 acre tract of land described in the MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL recorded as instrument #9602934 by said recorder, said point being North 03 degrees 01 minute 23 seconds West 3,338.16 feet from the radius point of Curve #1; thence North 00 degrees 08 minutes 56 seconds East 266.64 feet along the eastern boundary of said 4.298 acre tract of land and along the eastern boundary of the 480 foot by 60 foot tract of land depicted on Exhibit "C" of said MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL; thence South 88 degrees 29 minutes 32 seconds West 480.00 feet along the northern boundary of said 480 foot by 60 foot tract of Land to its northwestern corner; thence South 00 degrees 08 minutes 56 seconds West 60.00 feet along the western boundary of said 480 foot by 60 foot tract of land to its southwestern corner on the northern boundary of said 4.298 acre tract of land; thence South 88 degrees 29 minutes 32 seconds West

381.30 feet along the northern boundary of said 4.298 acre tract of land and along the northern boundary of the 1.937 acre tract of land described in said MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL to its northwestern corner (a stone was found marking this corner); thence South 00 degrees 40 minutes 53 seconds East 343.03 feet along the western boundary of said 1.937 acre tract of land to the said northern right-of-way line of State Road 334 and a point on Curve #1, said point being North 18 degrees 00 minutes 57 seconds West 3,338.16 feet from the radius point of Curve #1; thence westerly 15.66 feet along the northern right-of-way line of State Road 334 and along Curve #1 to the West Line of the East Half of said Northwest Quarter, said point being North 18 degrees 17 minutes 05 seconds West 3,338.16 feet from the radius point of Curve #1; thence North 00 degrees 51 minutes 54 seconds West 1,665.45 feet along the West Line of the East Half of said Northwest Quarter to the Northwest Corner of the East Half of said Northwest Quarter; thence North 88 degrees 09 minutes 48 seconds East 1,059.97 feet along the North Line of said Northwest Quarter to the POINT OF BEGINNING containing 34.273 acres, more or less.

(Schooler)

AND

**PARCEL 4:**

A part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East; thence South 00 degrees 24 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,355.55 feet along the East Line of said Southwest Quarter to the Southeast Corner of the Northeast Quarter of said Southwest Quarter (said corner being the midpoint of the East Line of said Southwest Quarter); thence South 88 degrees 12 minutes 40 seconds West 1,317.97 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Southwest Corner of the Northeast Quarter of said Southwest Quarter; thence North 00 degrees 22 minutes 28 seconds East 1,336.58 feet along the West Line of the Northeast Quarter of said Southwest Quarter to the Northwest Corner of the Northeast Quarter of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 852.94 feet along the North Line of said Southwest Quarter to the northwestern corner of the 1.00 acre tract of land described in the WARRANTY DEED recorded in Deed Record 187, page 153 by the Recorder of Boone County, Indiana, the following three (3) courses are along the boundary of said 1.00 acre tract of land; 1) thence South 01 degree 44 minutes 33 seconds East (South 01 degree 16 minutes 0 seconds East by deed) 217.00 feet; 2) thence North 88 degrees 15 minutes 27 seconds East (North 88 degrees 44 minutes 0 seconds East by deed) 200.00 feet; 3) North 01 degree 44 minutes 33 seconds West (North 01 degree 16 minutes 0 seconds West by deed) 217.80 feet to the North Line of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 265.90 feet along the North Line of said Southwest Quarter to the POINT OF BEGINNING containing 39.409 acres, more or less.

(CPF Farms 1)

**LESS AND EXCEPT:** Legal Description: A portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at a point on the East Line of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, said point of beginning being South 00 degrees 24 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 988.92 feet from the Northeast Corner of said Southwest Quarter; thence South 00 degrees 24 minutes 48 seconds West 346.63 feet along the East Line of said Southwest Quarter to the Southeast Corner of the Northeast Quarter of said Southwest Quarter (said corner being the midpoint of the East Line of said Southwest Quarter); thence South 88 degrees 12 minutes 40 seconds West 1,034.52 feet along the South Line of the Northeast Quarter of said Southwest Quarter; thence North 00 degrees 22 minutes 28 seconds East 385.69 feet parallel with the West Line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 37 minutes 32 seconds East 1,034.02 feet to the POINT OF BEGINNING.)

(Deeded to New Hope)

AND

**PARCEL 5:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Southeast Corner of the West Half of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, said point of beginning being South 88 degrees 09 minutes 48 seconds West (Indiana West Zone NAD 83 State Plane Coordinate System) 1,317.11 feet from the Southeast Corner of said Southwest Quarter; thence South 88 degrees 09 minutes 48 seconds West 978.14 feet along the South Line of said Southwest Quarter to the southwestern corner of the 60.00 acre tract of land ("Parcel 2") described in the QUITCLAIM DEED recorded as instrument #0305521 by Recorder of Boone County, Indiana; thence North 00 degrees 22 minutes 28 seconds East 534.80 feet along the western boundary of said 60.00 acre tract of land; thence North 88 degrees 09 minutes 48 seconds East 978.14 feet parallel with the South Line of said Southwest Quarter to the East Line of the West Half of said Southwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 534.80 feet along the East Line of the West Half of said Southwest Quarter to the POINT OF BEGINNING containing 12.000 acres. More or less.

(CPS Farms 2)

AND

**PARCEL 6:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, thence South 88 degrees 09 minutes 48 seconds West (Indiana West Zone NAD 83 State Plane the Southeast Corner of the West Half of Coordinate System) 1,317.11 feet along the South Line of said Southwest Quarter to the Southeast Corner of the West Half of said Southwest Quarter; thence South 88

degrees 09 minutes 48 seconds West 978.14 feet along the South Line of said Southwest Quarter to the southwestern corner of the 60.00 acre tract of land ("Parcel 2") described in the QUITCLAIM DEED recorded as instrument #0305521 by Recorder of Boone County, Indiana; thence North 00 degrees 22 minutes 28 seconds East 534.80 feet along the western boundary of said 60.00 acre tract of land to the POINT OF BEGINNING of this description; thence North 00 degrees 22 minutes 28 seconds East 2,140.00 feet along the western boundary of said 60.00 acre tract of land to its northwestern corner on the North Line of said Southwest Quarter; thence North 88 degrees 15 minutes 27 seconds East 978.08 feet along the North Line of said Southwest Quarter to the Northeast Corner of the West Half of said Southwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 2,138.39 feet along the East Line of the West Half of said Southwest Quarter to a point being North 88 degrees 09 minutes 48 seconds East (parallel with the South Line of said Southwest Quarter) of the point of beginning; thence South 88 degrees 09 minutes 48 seconds West 978.14 parallel with the South Line of said Southwest Quarter to the POINT OF BEGINNING containing 48.000 acres, more or less.

(CPF Farms 3)

AND

**PARCEL 7:**

Part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East, Eagle Township, Boone County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Section; thence North 00 degrees 10 minutes 48 seconds West along the West line of said Quarter Section a distance of 1115.50 feet to a point on the southern right of way line of State Road No. 334 as set forth within the Right of Way Plans for State Highway Project No. S-556 (2); thence North 89 degrees 49 minutes 12 seconds East along the said southern right of way line 25.00 feet to the eastern right of way line of County Road 650 East; thence South 00 degrees 10 minutes 48 seconds East along said eastern right of way line 50.02 feet to a point on the southern right of way line of State Road 334 as set forth within the Right of Way Plans for State Highway Project No. ST1-65-5 (E) R/W; thence along said southern right of way line by the next three (3) calls: 1) North 38 degrees 45 minutes 45 seconds East 72.34 feet; 2) North 88 degrees 15 minutes 20 seconds East 200.00 feet; 3) North 78 degrees 19 minutes 45 seconds East 203.04 feet to a point on the southern right of way line of State Road No. 334 as set forth within the Right of Way Plans for State Highway Project No. S-556 (2); thence along said southern right of way line by the next three (3) calls: 1) North 88 degrees 15 minutes 20 seconds East 502.26 feet; 2) South 88 degrees 52 minutes 56 seconds East 100.12 feet; 3) North 88 degrees 15 minutes 20 seconds East 245.04 feet to the northerly extension of an existing fence; thence South 00 degrees 07 minutes 37 seconds East along said existing fence and the extension thereof 1213.23 feet to the South line of said Quarter Section; thence North 88 degrees 59 minutes 04 seconds West along said South line 1315.64 feet to the place of beginning.

(Eiteljorg)

AND

**PARCEL 8:**

Legal Description: A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana, being bounded as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 07 minutes 39 seconds East (assumed bearing) 269.49 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 1 East; thence South 01 degree 05 minutes 27 seconds East 1,433.27 feet along the East Line of said Northeast Quarter to its point of intersection with the easterly extension of a fence line; thence South 87 degrees 32 minutes 54 seconds West 243.95 feet along said fence line and its extensions to a corner post; thence South 01 degree 14 minutes 52 seconds East 98.90 feet along a fence line to the Northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-556(2), said point being on a non-tangent curve concave to the South (said curve hereinafter referred to as Curve #1) and being North 02 degrees 02 minutes 43 seconds West 34,415.9 feet from the radius point of Curve #1, the following five (5) courses are along said right-of-way line; 1) thence Westerly 166.40 feet along Curve #1 to the Point Of Beginning of this description, said point of beginning being North 02 degrees 19 minutes 20 seconds West 34,415.19 feet from the radius point of Curve #1; 2) thence Westerly 5.95 feet along Curve #1 to a point being North 02 degrees 19 minutes 56 seconds West 34,415.19 feet from the radius point of Curve #1; 3) thence North 89 degrees 33 minutes 24 seconds West 100.25 feet to a point on a non-tangent curve concave to the South, said curve is concentric with Curve #1 and said point is North 02 degrees 29 minutes 56 seconds West 34,420.19 feet from the radius point of said curves; 4) thence Westerly 248.22 feet along said curve to a point being North 02 degrees 54 minutes 43 seconds West 34,420.19 feet from the radius point of said curves; 5) thence South 87 degrees 05 minutes 16 seconds West 35.71 feet; thence North 01 degree 20 minutes 52 seconds West 989.33 feet; thence North 88 degrees 39 minutes 08 seconds East 442.64 feet to the Western right-of-way of proposed relocated County Road 700 East, the following three (3) courses are along the Western right-of-way of proposed relocated County Road 700 East; 1) thence South 08 degrees 57 minutes 10 seconds West 221.84 feet to the point of curvature of a curve to the left, said point of curvature being North 81 degrees 02 minutes 50 seconds West 805.00 feet from the radius point of said curve; 2) thence Southerly 144.72 feet along said curve to its point of tangency, said point of tangency being South 88 degrees 39 minutes 08 seconds West 805.00 feet from the radius point of said curve; 3) thence South 01 degree 20 minutes 52 seconds East 623.30 feet to the Point Of Beginning.

(Soni)

**(LESS AND EXCEPT:** A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,429.36 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 242.00 feet by deed) along the northern boundary of said 0.778 acre tract of land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 112.93 feet along the western boundary of said 0.778 acre tract of land to the northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-

556(2), said point being on a non-tangent curve concave to the south (said curve hereinafter referred to as Curve #1) and being North 01 degree 49 minutes 25 seconds West 34,417.47 feet from the radius point of Curve #1, the following five (5) courses are along said right-of-way line: 1) thence westerly 169.39 feet along Curve #1 to a point being North 02 degrees 06 minutes 20 seconds West 34,417.47 feet from the radius point of Curve #1; 2) thence North 89 degrees 19 minutes 48 seconds West 16.42 feet to a point on the western right-of-way line of proposed (March 2004) relocated County Road 700 East and to the POINT OF BEGINNING of this description; 3) thence North 89 degrees 19 minutes 48 seconds West 83.83 feet to a point on a non-tangent curve concave to the south, said curve is concentric with Curve #1 and said point is North 02 degrees 16 minutes 20 seconds West 34,422.47 feet from the radius point of said curves; 4) thence westerly 248.22 feet along said curve to a point being North 02 degrees 41 minutes 07 seconds West 34,422.47 feet from the radius point of said curves; 5) thence South 87 degrees 18 minutes 53 seconds West 35.71 feet; thence North 01 degree 01 minute 47 seconds West 991.80 feet; thence North 88 degrees 58 minutes 13 seconds East 438.28 feet to said western right-of-way line of proposed relocated County Road 700 East, the following four (4) courses are along said western right-of-way of proposed relocated County Road 700 East; 1) thence South 08 degrees 57 minutes 10 seconds West 213.35 feet to the point of curvature of a curve to the left, said point of curvature being North 81 degrees 02 minutes 50 West 805.00 feet from the radius point of said curve; 2) thence southerly 144.72 feet along said curve to its point of tangency, said point of tangency being South 88 degrees 39 minutes 08 seconds West 805.00 feet from the radius point of said curve; 3) thence South 01 degree 20 minutes 52 seconds East 608.48 feet; 4) thence South 44 degrees 32 minutes 52 seconds West 34.82 feet to the POINT OF BEGINNING, containing 9.000 acres, more or less.)

(Deeded to Cornerstone)

(ALSO LESS AND EXCEPT A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6, Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,429.36 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana and to the POINT OF BEGINNING of this description; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 242.00 feet by deed) along the northern boundary of said 0.778 acre tract of land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 14.05 feet along the western boundary of said 0.778 acre tract of land to a southern boundary line (the South 88 degrees 42 minutes 57 seconds West 243.95 foot course) of the 94.760 acre tract of land described in the SPECIAL WARRANTY DEED recorded as instrument #0412186 by said Recorder; thence North 87 degrees 48 minutes 49 seconds East 237.93 feet along said southern boundary line to its eastern terminus on the East Line of said Northeast Quarter; thence North 00 degrees 46 minutes 22 seconds West 3.98 feet along the East Line of said Northeast Quarter to the POINT OF BEGINNING containing 0.049 acres, more or less. **AND FURTHER EXCEPTING** - Commencing at the Southwest Corner of the Southwest Quarter of Section 32, Township 18 North, Range 2 East; thence North 88 degrees 26 minutes 09 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 269.53 feet along the South Line of said Southwest Quarter to the Northeast Corner of the Northeast Quarter of Section 6,

Township 17 North, Range 2 East; thence South 00 degrees 46 minutes 22 seconds East 1,142.04 feet along the East Line of said Northeast Quarter to the POINT OF BEGINNING of this description; thence South 00 degrees 46 minutes 22 seconds East 287.32 feet along the East Line of said Northeast Quarter to the northeastern corner of the 0.778 acre tract of land described in the WARRANTY DEED recorded in Deed Record 177, page 587 by the Recorder of Boone County, Indiana; thence North 89 degrees 45 minutes 41 seconds West 237.43 feet (computed, 232.00 feet by deed) along the northern boundary of said 0.778 acre tract of land to its northwestern corner; thence South 01 degree 05 minutes 49 seconds West 14.05 feet along the western boundary of said 0.778 acre tract of land to a southern boundary line (the South 88 degrees 42 minutes 57 seconds West 243.95 foot course) of the 94.760 acre tract of land described in the SPECIAL WARRANTY DEED recorded as instrument #0412186 by said Recorder; thence South 87 degrees 48 minutes 49 seconds West 4.59 feet along said southern boundary line to a corner of said 94.760 acre tract of land; thence South 01 degree 10 minutes 00 seconds East 98.72 feet (measured, 98.90 feet in said SPECIAL WARRANTY DEED) along an eastern boundary of said 94.760 acre tract of land to its southern terminus on the northern right-of-way line of State Road 334 as per plans for State Highway Project No. S-556(2), said point being on a non-tangent curve concave to the south and being North 01 degree 49 minutes 29 seconds West 34,417.47 feet from the radius point of said curve; thence westerly 25.14 feet along said right-of-way line to a point on the western right-of-way line of proposed (June 2005) relocated County Road 700 East, said point being North 01 degree 51 minutes 59 seconds West 34,417.47 feet from the radius point of said curve; thence North 46 degrees 46 minutes 06 seconds West 35.10 feet along said proposed western right-of-way line; thence North 01 degree 20 minutes 52 seconds West 369.14 feet along said proposed western right-of-way line to a point being South 88 degrees 39 minutes 08 seconds West of the point of beginning; thence North 88 degrees 39 minutes 08 seconds East 295.83 feet to the POINT OF BEGINNING containing 2.040 acres, more or less.)

(Deeded to Boone REMC)

**AND**

**PARCEL 9:**

Legal Description: A part of the Northwest Quarter of Section 6, Township 17 North, Range 2 East of the Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Commencing at a rebar found marking the Southeast Corner of the Northwest Quarter of said Section, the basis of bearings for this description is the Indiana State right-of-way of State Road 334, recorded in Deed Record 251, page 478-481 recorded in the Boone County Recorder's Office; thence North 00 degrees 44 minutes 23 seconds West 1323.63 feet along the East line of said Quarter Section to the Point of Beginning; thence continue North 00 degrees 44 minutes 23 seconds West 780.71 feet along the East line of said Quarter Section; thence South 87 degrees 15 minutes 22 seconds West 405.01 feet parallel with a farm field fence that is 50 feet perpendicular distance to described line; thence South 00 degrees 32 minutes 24 seconds West 812.70 feet parallel with, and 50 feet perpendicular to the East line of a parcel of land that is leased to Crystal Flash Corporation by Charles and Verlene Schooler recorded in the Boone County Recorder's Office as Miscellaneous Record 104, pages 891-893, to the North line of the Indiana State right-of-way of State Road 334, as now located and established, recorded in Boone County Recorder's Office in Deed Book 251, pages 478-481; thence with said right-of-way, South 89

degrees 00 minutes 00 seconds East 343.41 feet; thence with said right-of-way, North 43 degrees 21 minutes 67 seconds East 78.51 feet to the intersection of the West right-of-way line of County Road 650 East and the North right-of-way line of State Road 334 as described in Deed Book 251 pages 478-481; thence North 89 degrees 15 minutes 37 seconds East 25.02 feet to the Point of Beginning.

(Cornerstone)

AND

**PARCEL 10:**

Legal Description: A part of the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, being more particularly described as follows:

283.25 feet by parallel lines off the entire Western side of the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 2 East, containing 8.691 acres, more or less.

(New Hope)

AND

**PARCEL 11:**

Part of the Southeast quarter of Section 36, Township 18 North, Range 1 East in Boone County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Southeast quarter section; thence South 00 Degrees 26 Minutes 18 Seconds West along the East line of said quarter section 930.59 feet; thence North 90 Degrees 00 Minutes 00 Seconds West 1339.17 feet to the East line of the Northwest quarter of said Southeast quarter section; thence North 00 Degrees 24 Minutes 53 Seconds East along said East line 931.12 feet to the Northeast corner of the Northwest quarter of said Southeast quarter section; thence South 89 Degrees 58 Minutes 38 Seconds East along the North line of said Southeast quarter section 1339.56 feet to the beginning point. And Lots 1 through 8, Lot 10 and Lots 12 through 20, inclusive, in Schmidt and Allen Subdivision in Eagle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Ottinger & Trout)

AND

**PARCEL 12:**

Lot 9 in Schmidt and Allen Subdivision in Eagle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Ottinger)

AND

**PARCEL 13:**

Lot 11 in Schmidt and Allen Subdivision in Engle Township, Boone County, Indiana, as recorded July 27, 1960, at Page 172, Plat Book 4, Recorder's Office, Boone County, Indiana.

(Trout)

AND

**PARCEL 14:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Northwest Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 20 minutes 51 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,334.05 feet along the North Line of said Northwest Quarter to the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 58 minutes 32 seconds East 110.00 feet along the East Line of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 20 minutes 51 seconds West 1,333.78 feet; thence South 88 degrees 25 minutes 13 seconds West 0.36 feet to the West Line of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 110.01 feet along the West Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 3.369 acres, more or less.

Transfer Reference: Browning/Duke (Methodist Church Children's Home) from 2006/00/005/194

AND

**PARCEL 15:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 20 minutes 51 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,334.05 feet along the North Line of said Northwest Quarter to the Northeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 58 minutes 32 seconds East 110.00 feet along the East Line of the Northwest Quarter of said Northwest Quarter to the southeastern corner of the 3.369 acre tract of land described in the GENERAL WARRANTY DEED recorded as instrument #200600002805 by the Recorder of Boone County, Indiana and to the **POINT OF BEGINNING** of this description; thence South 00 degrees 58 minutes 32 seconds

East 1,214.27 feet along the East Line of the Northwest Quarter of said Northwest Quarter to the Southeast Corner of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 08 minutes 41 seconds West 667.53 feet along the South Line of the Northwest Quarter of said Northwest Quarter to the Northeast Corner of the West Half of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees 57 minutes 11 seconds East 663.31 feet along the East Line of the West Half of the Southwest Quarter of said Northwest Quarter to the Southeast Corner of the North Half of the West Half of the Southwest Quarter of said Northwest Quarter; thence South 89 degrees 02 minutes 37 seconds West 667.79 feet along the South Line of the North Half of the West Half of the Southwest Quarter of said Northwest Quarter to the Southwest Corner of the North Half of the West Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 664.49 feet along the West Line of said Northwest Quarter to the Southwest Corner of the Northwest Quarter of said Northwest Quarter; thence North 00 degrees 55 minutes 51 seconds West 1,218.98 feet along the West Line of said Northwest Quarter to the southwestern corner of said 3.369 acre tract of land; thence North 88 degrees 25 minutes 13 seconds East 0.36 feet along the southern boundary of said 3.369 acre tract of land; thence North 89 degrees 20 minutes 51 seconds East 1,333.78 feet along the southern boundary of said 3.369 acre tract of land to the **POINT OF BEGINNING** containing 47.451 acres, more or less.

Transfer Reference: Browning/Duke (Methodist Church Children's Home) from 2006/00/006/023

**AND**

**PARCEL 16:**

Tract I:

A part of the Northeast Quarter of the Southeast Quarter of Section twenty-six (26), Township eighteen (18) North, Range one (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana and more particularly described as follows:

**BEGINNING** at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, and run thence south 610.50 feet following the quarter-quarter section line and an existing fence; thence east 648.70 feet along an existing fence; thence north 619 feet along an existing fence to the Half Section Line and center of public road 450-S; thence west 649.30 feet following the Half Section Line and center road 450-S to the **PLACE OF BEGINNING**.

(ref only 9.16 acres more or less)

Tract II:

Part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, and being more particularly described as follows:

**BEGINNING** at the Southwest Corner of said quarter-quarter section; thence North 1 degree 06 minutes 21 seconds East along an existing fence line, 713.24 feet to an existing fence corner; thence South 89 degrees 12 minutes 10 seconds East along an existing fence line, 648.29 feet to an existing fence corner; thence South 1 degree 15 minutes 37 seconds West 707.73 feet to an iron pin set on the South Line of said quarter-quarter section; thence North 89 degrees 41 minutes 32 seconds West along said South Line; 646.43 feet to the **POINT OF BEGINNING**.

(ref only 10.558 acres more or less)

Transfer Reference: Browning/Duke (Dunbar) from 2006/00/009/833

AND

**PARCEL 17:**

A part of the Southeast Quarter of Section 26, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 26, Township 18 North, Range 1 East; thence South 88 degrees 30 minutes 23 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,336.04 feet along the South Line of said Southeast Quarter to the Southwest Corner of the East Half of said Southeast Quarter; thence North 00 degrees 48 minutes 40 seconds West 1,324.29 feet along the West Line of the East Half of said Southeast Quarter to the Southwest Corner of the Northeast Quarter of said Southeast Quarter and the **POINT OF BEGINNING** of this description; thence North 00 degrees 48 minutes 40 seconds West 714.15 feet along the West Line of the Northeast Quarter of said Southeast Quarter to the southwestern corner of the 9.16 acre tract of land (called "Tract I" in the following reference) described in the WARRANTY DEED recorded as instrument #0213885 by the Recorder of Boone County, Indiana; thence North 88 degrees 44 minutes 08 seconds East 651.85 feet along the southern boundary of said 9.16 acre tract of land, along the westerly extension of the northern boundary of the 10.558 acre tract of land (called "Tract II") also described in said WARRANTY DEED and along the northern boundary of said 10.558 acre tract of land to its northeastern corner; thence South 00 degrees 35 minutes 22 seconds East 708.91 feet along the eastern boundary of said 10.558 acre tract of land to its southeastern corner on the South Line of the Northeast Quarter of said Southeast Quarter; thence South 88 degrees 16 minutes 16 seconds West 649.17 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the **POINT OF BEGINNING** containing 10.625 acres, more or less.

Transfer Reference: Browning/Duke (Dunbar) from 2006/00/009/834

AND

**PARCEL 18:**

The East One-Half (1/2) of the Northeast One-Quarter (1/4) of Section 26, Township 18 North, Range 1 East of the Second Principal Meridian, containing Eighty acres, more or less, located in Worth Township, Boone County, Indiana.

Transfer Reference: Browning/Duke (Isenhower) from 2006/00/005/194

AND

**PARCEL 19:**

A part of the Southwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and more particularly described as follows:

Beginning at a point 331.94 feet north (North 00 degrees 55 minutes 51 seconds West measured, the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) of the southwest corner of the southwest quarter of the northwest quarter, and thence north (North 00 degrees 55 minutes 51 seconds West measured) 331.94 feet following the section line and center of public road 500-E; thence east 668.33 feet (North 89 degrees 03 minutes 13 seconds East 699.92 feet measured) to an iron pipe (found); thence south 331.46 feet (South 00 degrees 55 minutes 45 seconds East 329.00 feet measured) to an iron pipe (found); thence west 668.175 feet (South 88 degrees 48 minutes 06 seconds West 669.02 feet measured) to the section line, center of public road 500-E and the place of beginning. (Ref only 5.09 acres more or less)

Transfer Reference: Browning/Duke (Matters) from 2006/00/005/194

**AND**

**PARCEL 20:**

Part of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, more particularly described as follows, to-wit:

**BEGINNING** in the East Line of said Quarter Quarter section at a point 60 feet south of the Northeast Corner of said Quarter Quarter section; thence south upon and along the East Line of said Quarter Quarter section 805.27 feet to a point in the northeasterly right of way line of Interstate Road #65; thence in a northwesterly direction upon and along said right of way line 592.85 feet to a point; thence in a northeasterly direction at a right angle to the last described line, 544.96 feet; more or less, to the **PLACE OF BEGINNING**.

Containing 3.71 acres, more or less and located in Worth Township, Boone County, Indiana.

Transfer Reference: Browning/Duke (Wilson) from 2006/00/005/194

**AND**

**PARCEL 21:**

A part of the Northeast [Quarter] of the Southwest Quarter of Section Twenty-six (26), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana described as follows:

**BEGINNING** at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, a run thence south 865.37 feet following [the] quarter section line fence to the northeast right-of-way line of Interstate Road No. 65; thence North 43 degrees 27 minutes

West 1185.70 feet following said right-of-way line to the east-west section line; thence east 810.60 feet following [said] quarter section line and public road to the **PLACE OF BEGINNING**

**EXCEPTING THEREFROM:** Part of the Northeast Quarter of the Southwest Quarter of Section 26, Township 18 North, Range 1 East, Boone County, Indiana, more particularly described as follows:

**BEGINNING** in the East Line of said quarter-quarter section at a point 60 feet south of the Northeast Corner of said quarter-quarter section; thence south upon and along the East Line of said quarter-quarter section 805.27 feet to a point in the northeasterly right of way line of Interstate No. I-65 (access road); thence in a northwesterly direction upon and along said right-of-way line 592.85 feet to a point; thence in a northeasterly direction at a right angle to the last described line, 544.96 feet, more or less, to the **PLACE OF BEGINNING**, containing 3.71 acres, more or less.

Transfer Reference: Browning/Duke (Wisehart) from 2006/00/005/418

**AND**

**PARCEL 22:**

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West, (bearing computed from centerline of I-65 as shown on state highway plans), along the north quarter section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 0 degrees 24 minutes 01 seconds West, generally with a fence and said fence line extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, generally with an existing fence 170.00 feet; thence North 0 degrees 24 minutes 01 seconds East 616.71 feet to the north quarter section line, thence North 88 degrees 43 minutes 22 seconds East, along said North Line 170.03 feet to the **POINT OF BEGINNING**.

Except that part conveyed to the Commissioners of Boone County, Indiana by a certain Dedication and Deed of Public Right-of-Way recorded March 28, 2006 as Instrument No. 2006-2975, more particularly described as follows:

**BEGINNING** at a point on the North Line of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, said point of beginning being the northeastern corner of the 2.415 acre tract of land described in the **WARRANTY DEED** recorded as instrument #0204616 by the Recorder of Boone County, Indiana and being South 88 degrees 16 minutes 21 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 592.07 feet from the Northeast Corner of said Northwest Quarter; thence South 00 degrees 03 minutes 00 seconds East 104.19 feet along the eastern boundary line of said 2.415 acre tract of land to a point on a non-tangent curve concave to the north, said point being South 04 degrees 49 minutes 31 seconds West 896.50 feet from the radius point of said curve; thence westerly 145.14 feet along said curve to its point of tangency, said point of tangency being South 14 degrees 06 minutes 04 seconds West 896.50 feet from the radius point of said curve; thence North 75 degrees 53 minutes 56 seconds West 27.83 feet to the western boundary line of said 2.415 acre tract of land; thence North 00 degrees 03 minutes 00 seconds West 68.45 feet along the western boundary line of said 2.415 acre tract of land to its northwestern corner on the North Line of said

Northwest Quarter; thence North 88 degrees 16 minutes 21 seconds East 170.04 feet along the North Line of said Northwest Quarter to the POINT OF BEGINNING containing 0.347 acres, more or less.

Transfer Reference: Duke (Garrison) from 2006/00/003/895

AND

**PARCEL 23:**

A part of the Southeast quarter of the Northwest Quarter of Section Twenty-Five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and containing 1.95 acres, more or less, and more particularly described as follows:

Beginning at a point 120 feet West of the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, and run thence West 250 feet following the half section line and center of public road 450-S; thence North 340 feet to an iron pipe; thence East 250 feet to an iron pipe; thence South 340 feet to the half section line, center of public road 450-S and place of beginning.

Transfer Reference: Browning/Duke (Padgett Jr.) from 2006/00/005/194

AND

**PARCEL 24:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Northeast Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence South 01 degree 01 minute 15 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 783.50 feet along the East Line of said Northwest Quarter; thence South 89 degrees 20 minutes 51 seconds West 1,334.66 feet parallel with the North Line of said Northwest Quarter to the West Line of the East Half of said Northwest Quarter; thence North 00 degrees 58 minutes 32 seconds West 783.49 feet along the West Line of the East Half of said Northwest Quarter to the Northwest Corner of the East Half of said Northwest Quarter; thence North 89 degrees 20 minutes 51 seconds East 1,334.05 feet along the North Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 24.000 acres, more or less.

**ALSO**, a part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Southeast Corner of the Northwest Quarter of Section 25, Township 18 North, Range 1 East; thence South 88 degrees 56 minutes 33 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 120.00 feet along the South Line of said Northwest Quarter to the southeastern corner of the 1.95 acre tract of land described in the WARRANTY DEED recorded in Deed Record 230, page 410 by the Recorder of Boone County, Indiana, the following three (3) courses are along the boundary of said 1.95 acre tract of land: 1) thence North 01 degree 20 minutes

08 seconds West 340.86 feet to an iron pipe found; 2) thence South 88 degrees 49 minutes 21 seconds West 249.78 feet to an iron pipe found; 3) thence South 01 degree 17 minutes 57 seconds East 340.34 feet to the South Line of said Northwest Quarter; thence South 88 degrees 56 minutes 33 seconds West 966.11 feet along the South Line of said Northwest Quarter to the Southwest Corner of the East Half of said Northwest Quarter; thence South 88 degrees 56 minutes 33 seconds West 668.05 feet along the South Line of said Northwest Quarter to the Southwest Corner of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 57 minutes 11 seconds West 585.94 feet along the West Line of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 88 degrees 56 minutes 33 seconds East 2,003.47 feet parallel with the South Line of said Northwest Quarter to the East Line of said Northwest Quarter; thence South 01 degree 01 minute 15 seconds East 585.94 feet along the East Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 25.000 acres, more or less.

Transfer Reference: Browning/Duke (Padgett Sr.) from 2006/00/005/194

**AND**

**PARCEL 25:**

A part of the Southwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Eighteen (18) North, Range One (1) East of the Second Principal Meridian, situated in Worth Township, Boone County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, and run thence 331.94 feet following the section line and center of Public road 500-E; thence East 668.175 feet to an iron pipe; thence south 331.47 feet to the half section line and center of Public Road 450-S; thence West 668.02 feet following the half section line and center of Public Road 450-S to the Place of Beginning. (Ref only 5.09 acres more or less)

Transfer Reference: Browning/Duke (Shepard) from 2006/00/006/417

**AND**

**PARCEL 26:**

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning, proceed thence South 00 degrees 24 minutes 01 seconds West, with the fence and said fence line extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, with an existing fence, 731.95 feet; thence North 00 degrees 02 minutes 52 seconds East, along the quarter quarter section line, 612.45 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line, 735.86 feet to the **POINT OF BEGINNING**.

**EXCEPT** therefrom the following:

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the section line 1,114.77 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 00 degrees 02 minutes 52 seconds West, 614.03 feet; thence South 89 degrees 08 minutes 51 seconds West, along an existing fence, 213.13 feet; thence North 00 degrees 02 minutes 52 seconds East, along the quarter-quarter section line, 612.45 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line, 213.16 feet to the **POINT OF BEGINNING**.

**ALSO, EXCEPT** the following:

A part of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, more particularly described as follows:

From the Northeast Corner of the aforesaid Northwest Quarter, proceed thence South 88 degrees 43 minutes 22 seconds West (the bearing computed from the centerline of I-65, as shown on state highway plans), along the north quarter section line 592.07 feet to the **POINT OF BEGINNING**. From said point of beginning proceed thence South 0 degrees 24 minutes 01 seconds West, generally with a fence and said fence extended, 617.97 feet; thence South 89 degrees 08 minutes 51 seconds West, generally with an existing fence 170.00 feet; thence North 0 degrees 24 minutes 01 seconds East, 616.71 feet to the north quarter section line, thence North 88 degrees 43 minutes 22 seconds East, along said North Line 170.03 feet to the **POINT OF BEGINNING**.

Also except that part conveyed to the Commissioners of Boone County, Indiana by a certain Dedication and Deed of Public Rights-of-Way recorded March 28, 2006 as Instrument No. 2006-2974, more particularly described as follows:

**BEGINNING** at a point on the North Line of the Northwest Quarter of Section 26, Township 18 North, Range 1 East, said point of beginning being the northeastern corner of the 4.960 acre tract of land described in the WARRANTY DEED recorded as instrument #9912240 by the Recorder of Boone County, Indiana and being South 88 degrees 16 minutes 21 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 762.11 feet from the Northeast Corner of said Northwest Quarter; thence South 00 degrees 03 minutes 00 seconds East 68.45 feet along the eastern boundary line of said 4.960 acre tract of land; thence North 75 degrees 53 minutes 56 seconds West 141.49 feet to the point of curvature of a curve to the left, said point of curvature being North 14 degrees 06 minutes 04 seconds East 786.50 feet from the radius point of said curve; thence westerly 217.28 feet along said curve to its point of tangency and the northwestern corner of said 4.960 acre tract of land on the North Line of said Northwest Quarter, said point being North 01 degree 43 minutes 39 seconds West 786.50 feet from the radius point of said curve; thence North 88 degrees 16 minutes 21 seconds East 352.66 feet along the North Line of said Northwest Quarter to the **POINT OF BEGINNING** containing 0.204 acres, more or less.

Transfer Reference: Duke (Sosinski) from 2006/00/003/893

**AND**

**PARCEL 27:**

**Tract I:**

The Southeast Quarter of the Northwest Quarter of Section 26, in Township 18 North, Range 1 East, containing forty (40) acres, more or less, located in Worth Township, Boone County, Indiana.

**Tract II:**

The Southwest Quarter of the Northeast Quarter of Section 26, Township 18 North, Range 1 East, containing forty (40) acres, more or less, located in Worth Township, Boone County, Indiana.

**Tract III:**

A part of the west half of the southeast quarter of Section 26, Township 18 North, Range 1 East of the Second Principal Meridian, described as follows, to-wit:

Commencing at the northwest corner of said tract and running thence south 37.28 chains to the center line of State Road No. 52, thence south 42 degrees east 3.5 chains with said center line, thence east 17.57 chains with the south line of said tract to the southeast corner thereof, thence north 40.20 chains to the northeast corner of said tract, thence west 20.12 chains to the point of beginning, containing 80.35 acres, more or less, located in Worth Township, Boone County, Indiana.

Except, however, approximately 14.30 acres thereof which was appropriated for highway right-of-way and being particularly described as follows:

Project I-030-4 (11) Parcel No. 1: Beginning at the Southeast corner of Section twenty-six, Township eighteen North, Range one East, Worth Township, Boone County, Indiana; thence West, one thousand one hundred sixty-one and one half feet along the South line of said Section twenty-six to Station 297+37.3, line "E", thence North, two thousand six hundred twenty-three and nine tenths feet to a point; thence West two thousand four hundred eighty-five and six tenths feet to the point of beginning, being that point on centerline at Station 261+23 ± on line "T", as shown upon the plans of Project I-03-4 Section 11, Sheet 8, on file in the office of the State Highway Department of Indiana; And from said Point of Beginning; thence to enclose a parcel of land to be acquired as Right of Way and is further described as Parcel No. 1 Right of Way;

Parcel No. 1 Right of Way: Thence West, one hundred forty-four and six tenths feet to a point; thence North forty-three degrees and twenty-seven minutes West, three hundred forty-nine and seven tenths feet to a point; Thence North, three hundred seventy and eight tenths feet to a point; Thence North three hundred seventy and eight tenths feet to a point; Thence South forty-three degrees and twenty-seven minutes East, eight hundred and four tenths feet to a point; Thence West two hundred six and six tenths feet to the Point of Beginning.

Parcel No. 1A Right of Way: hence thence the survey so continues South two thousand four hundred forty-four and eight tenths feet to a point; thence East two thousand three hundred fifteen and nine tenths feet to a point at Station 294 + 80, Line "E" to enclose Parcel No. 1A Right of Way;

Thence South one hundred thirty-seven and seven tenths feet (South deed) to a point;

Thence North forty-three degrees and twenty-seven minutes West, seven hundred eighty-five and six tenths feet to a point;

Thence North forty-four degrees and ten minutes West, eight hundred and one tenth feet to a point; Thence North forty-one degrees and fifty-four minutes West, three hundred sixty-eight and one half feet to a point; Thence North three hundred forty-four and four tenths feet to a point; Thence South forty-three degrees and twenty-seven minutes East one thousand nine hundred fifty-four feet to a point; Thence South two hundred and six tenths feet (South deed) to the Place of Beginning.

Being all land conveyed to Lester R. Bradley and Alice Bradley a/k/a Lester E. Bradley and Alyce Bradley, husband and wife, by deed from the Indiana National Bank of Indianapolis, as Executor dated March 9, 1987 and recorded March 17, 1987, in Deed Record 227, page 757, in the Office of the Recorder of Boone County, Indiana.

Excepting therefrom that portion of the real estate conveyed by Lester E. Bradley and Alyce Bradley, husband and wife, to Lafayette Auto Exchange, Inc, by deed dated October 8, 1996 and recorded October 9, 1996 as Instrument No. 96-09435 in the Office of the Recorder of Boone County, Indiana, said real estate described in said deed as follows:

A part of the West Half of the Southeast Quarter of Section 26, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described by:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 26; thence North 00 degrees 13 minutes 48 seconds West, along the Quarter Section line, a distance of 193.41 feet to the **POINT OF BEGINNING**; thence continuing North 00 degrees 13 minutes 48 seconds West, along the Quarter Section line and the east described line of the Cloud Property, as recorded in Deed Record 181, pages 566-567, a distance of 1289.28 feet; thence South 41 degrees 54 minutes 00 seconds East, along the southwesterly limited access right of way of Interstate 65, a distance of 362.10 feet; thence South 44 degrees 10 minutes 00 seconds East, along said southwesterly limited access right of way, a distance of 800.10 feet; thence South 43 degrees 27 minutes 00 seconds East, along said southwesterly limited access right of way a distance of 788.70 feet; thence South 00 degrees 16 minutes 42 seconds East, along the Quarter-Quarter Section line, a distance of 42.52 feet; thence South 88 degrees 57 minutes 33 seconds West, along the Section line, that part of the north described line of the Lafayette Auto Exchange, Inc., the property, as recorded in Deed Record 256, pages 676-677 and the north described line of the Guest property, as recorded in Deed Record 227, page 966, a distance of 1167.22 feet; thence North 41 degrees 42 minutes 59 seconds West, along the approximate centerline of the right of way of Indianapolis Avenue (formerly U.S. 52), a distance of 255.02 feet to the **POINT OF BEGINNING**.

Transfer Reference: Browning/Duke (Maplelawn) from 2006/00/005/194

**AND**

**PARCEL 28:**

A part of the Northeast Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at the Northwest Corner of the Northeast Quarter of Section 25, Township 18 North, Range 1 East; thence North 89 degrees 12 minutes 35 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,099.70 feet along the North Line of said Northeast Quarter to the centerline of Fishback Creek, the following four (4) courses are along the centerline of

Fishback Creek; 1) thence South 39 degrees 30 minutes 31 seconds East 69.32 feet; 2) thence South 64 degrees 52 minutes 50 seconds East 79.96 feet; 3) thence South 36 degrees 28 minutes 05 seconds East 141.65 feet; 4) thence South 59 degrees 49 minutes 30 seconds East 43.94 feet to a point on the East Line of the West Half of said Northeast Quarter; thence South 00 degrees 56 minutes 59 seconds East 123.31 feet along the East Line of the West Half of said Northeast Quarter to a point being 350.00 feet (measured in a perpendicular direction) from the North Line of said Northeast Quarter; thence South 89 degrees 12 minutes 35 seconds West 1,334.20 feet parallel with the North Line of said Northeast Quarter to the West Line of said Northeast Quarter; thence North 01 degree 01 minute 15 seconds West 350.00 feet along the West Line of said Northeast Quarter to the **POINT OF BEGINNING** containing 10.114 acres, more or less.

Transfer Reference: Browning/Duke (Maxson) from 2006/00/005/194

**AND**

**PARCEL 29:**

The Northwest Quarter of the Northeast Quarter and a part of the Northeast Quarter of the Northwest Quarter, located in Section 26, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described by:

Beginning at the Northwest Corner of the Northeast Quarter of said Section 26, thence North 88 degrees 51 minutes 20 seconds East, along the section line, a distance of 1328.55 feet; thence South 00 degrees 17 minutes 42 seconds East, along the quarter-quarter section line, a distance of 1333.21 feet; thence South 88 degrees 38 minutes 59 seconds West, along the quarter-quarter section line, a distance of 1333.27 feet; thence South 89 degrees 01 minutes 25 seconds West along the quarter-quarter section line, a distance of 1331.16 feet; thence North 00 degrees 02 minutes 51 seconds East, along the quarter-quarter section line and that part of the east described line of the Bell Property as recorded in Instrument No. 9609047, a distance of 718.71 feet; thence North 89 degrees 08 minutes 50 seconds East a distance of 731.95 feet; thence North 00 degrees 24 minutes 00 seconds East, along the east described line of the Weirnerman Property as recorded in Instrument No. 9606077, a distance of 617.97 feet; thence North 88 degrees 43 minutes 22 seconds East, along the section line and the approximate centerline of County Road 400 South, a distance of 592.07 feet to the Point of Beginning.

Transfer Reference: Duke (Jarrell) from 2006/00/004/820

**AND**

**PARCEL 30:**

Tract I:

A part of the Northeast Quarter of Section 25, Township 18 North, Range 1 East, situated in Worth Township, Boone County, Indiana, particularly described as follows:

From the southeast corner of the west Half of the aforesaid northeast quarter, proceed thence North 0 degrees east (an assumed bearing), along the Quarter-Quarter section line, 336.79 feet to the point of

beginning; From said point of beginning, proceed thence north 88 degrees 43 Minutes 59 seconds west, with an existing fence, 203.32 feet; thence North 00 degrees 25 minutes 59 seconds west, with an existing fence, 146.72 feet; thence south 89 degrees 58 minutes 28 seconds east, with an existing fence 204.38 feet; thence south 00 degrees west, with the quarter-quarter section Line, 151.12 feet to the point of beginning.

Tract II:

Part of the West Half of the Northeast Quarter of Section 25, Township 18 North, Range 1 East, Worth Township, Boone County, Indiana, more fully described as follows:

Commencing at the Southeast Corner of the West Half of the approximate centerline of County Road 575 East and the Quarter-Quarter Section line, North 00 degrees 00 minutes 00 seconds West 487.91 feet to the Point of Beginning; thence along the North line described of the F. Mike Wolfa Property recorded in Deed Record 230, page 572 Boone County Recorder's Office, North 89 degrees 58 minutes 28 seconds West 204.38 feet; thence North 00 degrees 25 minutes 59 seconds West 64.50 feet; thence North 90 degrees 00 minutes 00 seconds East 204.87 feet; thence along the approximate centerline of County Road 575 East and the Quarter-Quarter Section line, South 00 degrees 00 minutes 00 seconds East 64.50 feet to the Point of Beginning.

Transfer Reference: Browning/Duke (Wolfa)

AND

**PARCEL 31:**

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

BEGIN at a railroad rail monument at the Southeast Corner of the aforesaid Northeast Corner, and proceed thence South 89°02'06" West (the bearing determined from I-65 centerline as shown on State Highway plans), 519.77 feet to a point 2,159.31 feet east of a railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00°19'53" West, 152.54 feet; thence South 89°58'52" West, 150.00 feet along an existing fence line; thence North 00°20'02" West, 1,424.92 feet along the quarter-quarter-quarter section line; thence North 89°08'13" East, 669.91 feet to a point 1,058.52 feet south of the Northeast Corner of the aforesaid Northeast Quarter; thence South 00°19'42" East, 1,578.75 feet to the **POINT OF BEGINNING**. Containing 23.7555 acres, more or less.

**EXCEPT** the tract of land described in the WARRANTY DEED recorded as instrument #9802165 by the Recorder of Boone County, Indiana as follows:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on State Highway plans), 369.77 feet along the quarter section line to the **POINT OF BEGINNING**. From said point of beginning, continue thence South 89 degrees 02 minutes 06 seconds West, 150.00 feet to a

point 2,159.31 feet east of a railroad rail monument at the Southwest Quarter of the aforesaid Northeast Quarter; thence North 00 degrees 19 minutes 53 seconds West, 152.54 feet along the quarter-quarter-section line [sic]; thence North 89 degrees 58 minutes 52 seconds East, 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 43 seconds East, 150.07 feet to the **POINT OF BEGINNING**, containing 0.5210 acres, more or less.

Transfer Reference: DCLP (Edmonds)

**AND**

**PARCEL 32:**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East of the Second Principal Meridian and being more particularly described as follows, to-wit:

From a railroad rail at the Northeast Corner of the aforesaid tract, proceed thence South 88 degrees 44 minutes 0 seconds West for a distance of 265.90 feet to the Point of Beginning; from said Point of Beginning proceed thence South 88 degrees 44 minutes 0 seconds West for a distance of 200.00 feet along the North line of the Southwest Quarter; thence South 1 degree 16 minutes 0 seconds East for a distance of 217.80 feet; thence North 88 degrees 44 minutes 0 seconds East for a distance of 200.00 feet; thence North 1 degree 16 minutes 0 seconds West for a distance of 217.80 feet to the Point of Beginning.

Transfer Reference: DCLP (Gordon)

**PARCEL 33:**

The Southeast Quarter of the Northwest Quarter of Section 31, Township 18 North, Range 2 East of the Second Principal Meridian, containing 40 acres, more or less

Transfer Reference: DCLP (CPF Farms - 4<sup>th</sup> Option Parcel)

**AND**

**PARCEL 34:**

A part of the Northwest Quarter of Section 25, Township 18 North, Range 1 East located in Worth Township, Boone County, Indiana being bounded as follows:

**BEGINNING** at a point on the East Line of the Northwest Quarter of Section 25, Township 18 North, Range 1 East, said point of beginning being the southeastern corner of the 24.000 acre tract of land called "Tract VI-(Padgett, Sr. Tract), Parcel I" in the LIMITED WARRANTY DEED recorded as instrument #200600005194 by the Recorder of Boone County, Indiana and being South 01 degree 01 minute 15 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 783.50 feet from the Northeast Corner of said Northwest Quarter; thence South 01 degree 01 minute 15 seconds East 1,269.67 feet along the East Line of said Northwest Quarter to the northeastern corner of the 25.000 acre tract of land called "Tract VI-(Padgett, Sr. Tract), Parcel II" in said LIMITED WARRANTY

DEED; thence South 88 degrees 56 minutes 33 seconds West 2,003.47 feet along the northern boundary of said 25.000 acre tract of land to its northwestern corner on the West Line of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 00 degrees 57 minutes 11 seconds West 740.69 feet along the West Line of the East Half of the Southwest Quarter of said Northwest Quarter to the Northwest Corner of the East Half of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 08 minutes 41 seconds East 667.53 feet along the North Line of the East Half of the Southwest Quarter of said Northwest Quarter to the Northeast Corner of the East Half of the Southwest Quarter of said Northwest Quarter and the West Line of the East Half of said Northwest Quarter; thence North 00 degrees 58 minutes 32 seconds East 540.78 feet along the West Line of the East Half of said Northwest Quarter to the southwestern corner of said 24.000 acre tract of land; thence North 89 degrees 20 minutes 51 seconds East 1,334.66 feet along the southern boundary of said 24.000 acre tract of land to the **POINT OF BEGINNING** containing 50.396 acres, more or less.

Transfer Reference: Browning/Duke (Padgett, Sr. - Parcel C, Parcel II Property)

**AND**

**PARCEL 35:**

Tract I:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed thence South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on highway plans) 519.77 feet along the Quarter Section line to the Point of Beginning; from said Point of Beginning continue South 89 degrees 02 minutes 06 seconds West 150.00 feet to a point 2,009.31 feet East of a railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00 degrees 20 minutes 02 seconds West, 155.02 feet along the Quarter-Quarter-Quarter Section line; thence North 89 degrees 58 minutes 52 seconds East 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 53 seconds East 152.54 feet to the Point of Beginning.

Tract II:

A part of the Northeast Quarter of Section 36, Township 18 North, Range 1 East, situated in Perry Township, Boone County, Indiana, particularly described as follows:

From a railroad rail monument at the Southeast Corner of the aforesaid Northeast Quarter, proceed thence South 89 degrees 02 minutes 06 seconds West (the bearing determined from the centerline of I-65 as shown on the State Highway Plans), 369.77 feet along the Quarter Section line to the Point of Beginning; from said Point of Beginning, continue thence South 89 degrees 02 minutes 06 seconds West, 150.00 feet to a point 2,159.31 feet East of a railroad rail monument at the Southwest Corner of the aforesaid Northeast Quarter; thence North 00 degrees 19 minutes 53 seconds West, 152.54 feet along the Quarter-Quarter-Quarter Section line; thence North 89 degrees 58 minutes 52 seconds East, 150.00 feet along an existing fence; thence South 00 degrees 19 minutes 43 seconds East, 150.07 feet to the Point of Beginning.

Transfer Reference: DCLP (Thomas)

AND

**PARCEL 36:**

50 acres of uniform width off of and across the entire South end of the West Half of the Northwest Quarter of Section 31, Township 18 north, Range 2 East located in Eagle Township, Boone County, Indiana.

The above legal description has not been modernized by a legal description as created by American Consulting, Inc., more particularly described as follows:

50 acres of uniform width off of and across the entire South end of the West Half of the Northwest Quarter of Section 31, Township 18 north, Range 2 East located in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 36, Township 18 North, Range 1 East; thence North 00 degrees 48 minutes 09 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 38.58 feet along the East line of said Southeast Quarter to the Southwest Corner of the Northwest Quarter of Section 13, Township 18 North, Range 2 East and the Point Of Beginning of this description; thence North 00 degrees 48 minutes 09 seconds West 1,601.17 feet along the West line of said Northwest Quarter to the Northwestern Corner of 50 acres of uniform width off of and across the entire South end of the West Half of said Northwest Quarter (ref: Parcel 3 in the Quitclaim Deed recorded as Instrument #0305521 by the Recorder of Boone County, Indiana); thence North 88 degrees 15 minutes 27 seconds East, 1,376.90 along the Northern boundary of said 50 acre tract of land to its Northeastern Corner on the East line of the West Half of said Northwest Quarter; thence South 00 degrees 22 minutes 28 seconds West 1,602.04 feet along the East line of the West Half of said Northwest Quarter to the Southeast Corner of the West Half of said Northwest Quarter; thence South 88 degrees 15 minutes 27 seconds West, 1,343.99 feet along the South line of said Northwest Quarter to the Point Of Beginning, containing 50.000 acres, more or less.

Transfer Reference: DCLP (Clark - 3<sup>rd</sup> Option parcel).

AND

**PARCEL 37:**

**(Padgett, Sr. - 10 acre parcel)**

A part of the Southwest Quarter of Section 25, Township 18 North, Range 1 East, in Boone County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Southwest Quarter; thence South 01 degree 02 minutes 50 seconds East (assumed basis of bearings) along the east line of said Southwest Quarter, a distance of 639.20 feet; thence South 88 degrees 59 minutes 44 seconds West parallel with the north line of said Southwest Quarter, a distance of 682.18 feet to a point on the southerly extension of the east line of the tract of land described in Instrument Number 0300659, on file in the Office of the Recorder of Boone

County, Indiana ; thence North 00 degrees 55 minutes 12 seconds West along said west line and its southerly extension, a distance of 639.20 feet to the north line of said Northwest Quarter; thence North 88 degrees 59 minutes 44 seconds East along said north line, a distance of 680.76 feet to the POINT OF BEGINNING. Containing 10.00 acres, more or less.

**Less and excepting therefrom:**

**Lowe's Parcel**

A part of Block - J in Anson Development - Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana; being bounded as follows:

**BEGINNING** at the northeastern corner of Block - J in Anson Development - Phase I South as per plat thereof recorded as instrument 200600001996 by the Recorder of Boone County, Indiana; thence South 01 degree 01 minute 27 seconds East (the bearing system of the plat is assumed) 988.17 feet along the eastern boundary of said Block - J; thence South 89 degrees 32 minutes 33 seconds West 82.53 feet; thence North 68 degrees 37 minutes 36 seconds West 26.54 feet; thence North 89 degrees 54 minutes 14 seconds West 592.71 feet; thence North 00 degrees 00 minutes 00 seconds 213.84 feet; thence North 90 degrees 00 minutes 00 seconds East 30.31 feet; thence North 00 degrees 00 minutes 00 seconds 225.16 feet; thence North 90 degrees 00 minutes 00 seconds East 25.40 feet; thence North 00 degrees 00 minutes 00 seconds 171.50 feet; thence South 89 degrees 52 minutes 54 seconds East 208.77 feet to a point that is South 00 degrees 07 minutes 06 seconds West of a point on the southern right-of-way line of State Road 334, which is also the northern boundary of said Block - J, that is South 87 degrees 18 minutes 53 seconds West 417.55 feet from the northeastern corner of said Block - J; thence North 00 degrees 07 minutes 06 seconds East 348.39 feet to said point on the southern right-of-way line of State Road 334; thence North 87 degrees 18 minutes 53 seconds East 417.55 feet along the southern right-of-way line of State Road 334 to the **POINT OF BEGINNING** containing 12.839 acres, more or less.

**AND Further less and excepting therefrom:**

**Meijer Block**

Parcel I -

A part of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the southwestern corner of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 66 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 100.97 feet along the southern boundary of said Block G to the **POINT OF BEGINNING** of this description; thence North 87 degrees 18 minutes 53 seconds East 123.70 feet along the southern boundary of said Block G; thence North 02 degrees 44 minutes 12 seconds West 277.69 feet; thence South 87 degrees 18 minutes 56 seconds West 252.39 feet to the western boundary of said Block G; thence South 06 degrees 04 minutes 03 seconds East 114.80 feet along the western boundary of said Block G; thence South 31 degrees 14 minutes 02 seconds East 50.17 feet; thence South 02 degrees 41 minutes 20 seconds East 22.78 feet; thence South 44 degrees 00 minutes 18 seconds East 92.72 feet; thence North 87 degrees 17 minutes 14 seconds East 36.96 feet; thence South 02 degrees 42 minutes 36 seconds East 26.63 feet to the **POINT OF BEGINNING** containing 1.389 acres, more or less.

## Parcel II —

A part of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the southwestern corner of Block G in the Anson Development. Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 66 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 224.67 feet along the southern boundary of said Block G; thence North 02 degrees 44 minutes 12 seconds West 277.69 feet to the POINT OF BEGINNING of this description, said point of beginning being a point of cusp with a curve concave to the northeast (said curve hereinafter referred to as "Curve #1) and being South 87 degrees 15 minutes 48 seconds West 36.00 feet from the radius point of Curve #1; thence North 02 degrees 44 minutes 12 seconds West 329.45 feet; thence North 88 degrees 09 minutes 07 seconds East 58.52 feet; thence North 02 degrees 44 minutes 15 seconds West 223.59 feet; thence North 67 degrees 56 minutes 40 seconds West 40.21 feet; thence North 02 degrees 44 minutes 10 seconds West 235.17 feet to the southern right-of-way line of Central Boulevard (the North 88 degrees 09 minutes 07 seconds East 145.89-foot-long course) as per said Anson Development. Phase I South Right-of-Way Dedication & Easement Location document; thence North 75 degrees 11 minutes 33 seconds East 89.18 feet, the following three (3) courses are along the southern right-of-way line of Central Boulevard: 1) thence North 88 degrees 09 minutes 07 seconds East 630.18 feet to the point of curvature of a curve to the right, said point of curvature being North 01 degree 50 minutes 53 seconds West 470.00 feet from the radius point of said curve; 2) thence easterly 73.83 feet along said curve to its point of tangency, said point of tangency being North 07 degrees 09 minutes 07 seconds East 470.00 feet from the radius point of said curve; 3) thence South 82 degrees 50 minutes 53 seconds East 76.23 feet to a transitional right-of-way line between Central Boulevard and Heartland Boulevard; thence South 42 degrees 05 minutes 52 seconds East 7536 feet along said transitional right-of-way line to the western right-of-way line of said Heartland Boulevard; thence South 01 degree 20 minutes 52 seconds East 771.49 feet along the western right-of-way line of said Heartland Boulevard; thence South 87 degrees 18 minutes 56 seconds West 881.23 feet to the point of curvature of Curve #1, said point of curvature being South 02 degrees 41 minutes 04 seconds East 36.00 feet from the radius point of Curve #1; thence westerly, northwesterly and northerly 56.52 feet along Curve #1 to the POINT OF BEGINNING containing 17.630 acres, more or less.

## Parcel III -

A part of Block G in the Anson Development Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana and located in the Northeast Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows: Commencing at the southwestern corner of Block G in the Anson Development - Phase I South Right-of-Way Dedication & Easement Location document recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana (the western end of the South 87 degrees 18 minutes 53 seconds West 303.93-foot-long course; see page 66 of the recorded document); thence North 87 degrees 18 minutes 53 seconds East (the bearing system of the document is assumed) 303.93 feet along the southern boundary of said Block G; thence South 84 degrees 09 minutes 17 seconds East 101.12 feet along said southern boundary; thence North 87 degrees 18 minutes 56 seconds East 147.28 feet along said southern boundary to the **POINT OF BEGINNING** of this

description; thence North 02 degrees 42 minutes 51 seconds West 256.72 feet; thence North 87 degrees 18 minutes 56 seconds East 40.00 feet parallel with the adjacent portion of the southern boundary of said Block G; thence South 02 degrees 42 minutes 51 seconds East 256.72 feet to the southern boundary of Said Block G; thence South 87 degrees 18 minutes 56 seconds West 40.00 feet along said southern boundary to the **POINT OF BEGINNING** containing 0.236 acres, more or less.

**AND Further less and excepting:**

Part of Block H of the Plat of Anson Development, Phase 1 South, Right-of-Way Dedication and Easement Location as recorded in Instrument Number 200600001996 in the Office of the Recorder of Boone County, Indiana and the Northeast Quarter of Section 6 in Township 17 North, Range 2 East in said Boone County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section being marked by a rebar, said point also being the Northeast corner of said Block H; thence South 00 degrees 46 minutes 22 seconds East along the East line of said Quarter Section and said Block H a distance of 1082.04 feet to a MAG nail with washer stamped "S & A Firm #0008" and the POINT OF BEGINNING of this description: thence continuing South 00 degrees 46 minutes 22 seconds East along said East lines a distance of 60.00 feet to a 5/8" rebar with cap stamped "S & A Firm #0008" (hereafter referred to as a S & A rebar) and the Northeast corner of real estate described in Instrument Number 0511674 in said Recorder's Office; thence South 88 degrees 39 minutes 08 seconds West along the North line of said real estate a distance of 295.83 feet to a S & A rebar and the easterly right-of-way line of County Road 700 East as dedicated in said Anson Development, Phase 1 South; thence North 01 degrees 20 minutes 52 seconds West along said easterly right-of-way line a distance of 60.00 feet to a S & A rebar; thence North 88 degrees 39 minutes 08 seconds East parallel with the North line of real estate described in said Instrument Number 0511674 a distance of 296.43 feet to the place of beginning, containing 0.408 acres more or less.

**AND Further less and excepting:**

**(Remainder of Block H)**

A part of the Northeast Quarter of Section 6, Township 17 North, Range 2 East, Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 00 degrees 46 minutes 22 seconds East along the east line of said Northeast Quarter (basis of bearings per the Anson Development, Phase 1 South - Revision 7 - Right-of-Way Dedication & Easement Location document, hereafter referred to as Dedication Document, recorded as Instrument Number 200800010192 in the Office of the Recorder of Boone County, Indiana) 1,082.04 feet to the northeast corner of Tract 2 described in Instrument Number 200900006234 on file in the Office of said Recorder; thence South 88 degrees 39 minutes 08 seconds West along the north line of said Tract 2, 296.43 feet to the east right-of-way line of County Road 700 East as defined on said Dedication Document, the following five (5) courses are along said east right-of-way line; 1) thence North 01 degree 20 minutes 52 seconds West 177.92 feet to the point of curve of a curve concave to the east having a radius of 695.00 feet, the radius point of which bears North 88 degrees 39 minutes 08 seconds East; 2) thence Northerly along said curve 124.95 feet to a point that bears North 81 degrees 02 minutes 50 seconds West from said radius point; 3) thence North 08 degrees 57 minutes 10 seconds East 301.38 feet to the point of curve of a curve concave to the west having a radius

of 1,055.00 feet, the radius point of which bears North 81 degrees 02 minutes 50 seconds West; 4) thence Northerly along said curve 164.99 feet to a point that bears North 89 degrees 59 minutes 33 seconds East from said radius point; 5) thence North 00 degrees 00 minutes 27 seconds West 318.56 feet to the north line of said Northeast Quarter; thence North 88 degrees 26 minutes 09 seconds East along said north line 218.04 feet to the POINT OF BEGINNING. Containing 6.314 acres, more or less.

**AMENDED AND  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**EXHIBIT C**

**GENERAL PLAN OF DEVELOPMENT**

Duke  
REALTY

Overall Illustrative Master Site Plan

ANSON

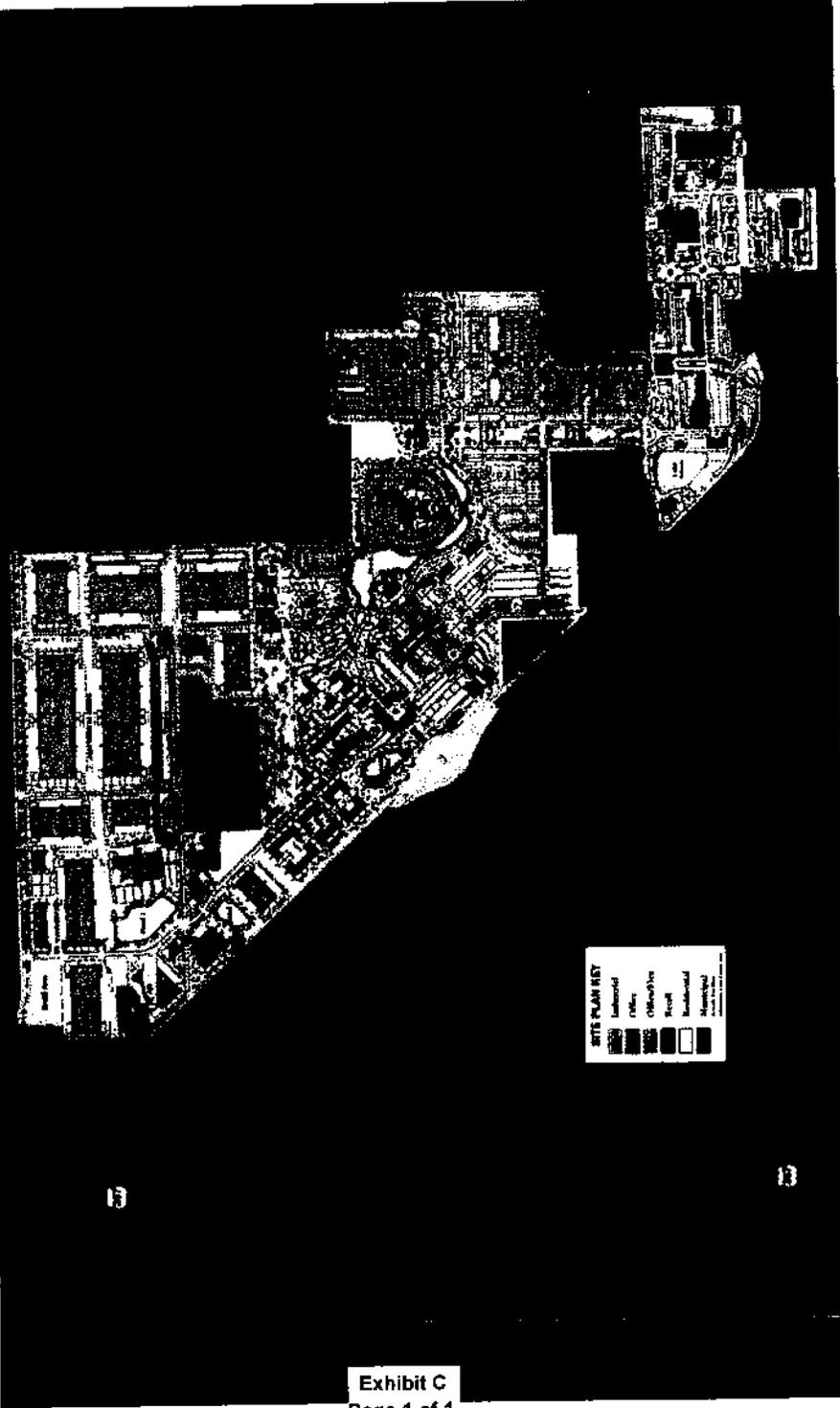


Exhibit C  
Page 1 of 1

APPROVAL & MAP ILLUSTRATION AS OF JULY 2008

**AMENDED AND  
DECLARATION OF COVENANTS AND RESTRICTIONS  
SCHEDULE 14  
GENERAL ASSESSMENT RATES FOR ALL UNITS  
PRIOR TO THE DETERMINATION DATE**

Type of Unit	Amount of Assessment for Calendar Year 2011 <sup>1</sup>
1. Each Single Family Detached Living Unit:	\$200.00 per year
2. Each Lot for a Living Unit attached to another Living Unit developed side by side for sale as Condominiums or as fee simple dwellings where land is sold with the dwelling:	\$275.00 per year
3. Each unimproved Nonresidential Lot:	\$100.00 per acre per year
4. Each Nonresidential Lot improved with one or more Multifamily Structures or a structure containing a Condominium not included within a Multiuse Structure:	\$275.00 per year per Living Unit in such Multifamily Structure and Condominium Unit in such Condominium
5. Each unimproved Nonresidential Lot improved with one or more Multiuse Structures (including Multiuse Structures that include a Condominium):	\$275.00 per year per Living Unit in such Multiuse Structure (including Living Units that are Condominiums) and an amount per square foot of Nonresidential Units located in such Multiuse Structure determined as provided in 6(a), 6(b) or 6(c) below.
6. Each Nonresidential Unit:	Per square foot of the Nonresidential Units <sup>2</sup> located on such Lot:
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	
0-25,000 square feet	\$0.080 per square foot
25,000-50,000 square feet	\$0.075 per square foot
50,000-100,000 square feet	\$0.070 per square foot
100,000-250,000 square feet	\$0.040 per square foot
250,000-500,000 square feet	\$0.035 per square foot
500,000-1,000,000 square feet	\$0.025 per square foot
more than 1,000,000 square feet	\$0.020 per square foot

<sup>1</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such annual increase shall exceed five percent (5%) for any one year.

<sup>2</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

**(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office\medical office\flex office**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

**(c) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is not one of the uses described in 3 (a) or 3 (b) above**

0-10,000 square feet	\$0.180 per square foot
10,000-25,000 square feet	\$0.170 per square foot
25,000-50,000 square feet	\$0.160 per square foot
50,000-100,000 square feet	\$0.150 per square foot
100,000-200,000 square feet	\$0.140 per square foot
more than 200,000 square feet	\$0.130 per square foot

**AMENDED AND  
DECLARATION OF COVENANTS AND RESTRICTIONS  
SCHEDULE 14(c)  
INITIAL ASSESSMENT RATES FOR ALL LOTS AND UNITS**

Type of Lot or Unit	Amount of Assessment for Calendar Year 2011 <sup>3</sup>
1. Each Lot for a Single Family Detached Living Unit:	\$325.00 per year
2. Each (i) Living Unit in a Multifamily Structure or Multiuse Structure (including Living Units that are Condominiums) or (ii) Living Unit attached to another Living Unit developed side by side for sale as Condominiums, or as fee simple dwellings where land is sold with the dwelling:	\$325.00 per year
3. Each Nonresidential Unit:	Per square foot of the Nonresidential Unit <sup>4</sup> :
(a) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is industrial, including warehousing and distribution	
0-25,000 square feet 25,000-50,000 square feet 50,000-100,000 square feet 100,000-250,000 square feet 250,000-500,000 square feet more than 500,000 square feet	\$0.050 per square foot \$0.045 per square foot \$0.040 per square foot \$0.035 per square foot \$0.030 per square foot \$0.025 per square foot
(b) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is office/medical office/flex office	
0-10,000 square feet 10,000-25,000 square feet 25,000-50,000 square feet 50,000-100,000 square feet 100,000-200,000 square feet more than 200,000 square feet	\$0.100 per square foot \$0.090 per square foot \$0.080 per square foot \$0.070 per square foot \$0.060 per square foot \$0.050 per square foot
(c) Nonresidential Units where the predominant use (meaning 50% or more of the gross square footage of such Units, as reasonably determined by Declarant) is not one of the uses described in 3 (a) or 3 (b) above	
0-10,000 square feet 10,000-25,000 square feet 25,000-50,000 square feet	\$0.100 per square foot \$0.090 per square foot \$0.080 per square foot

<sup>3</sup> Each rate of assessment set forth herein may be adjusted annually to reflect annual increases in the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-84=100), for the Midwest Region (Size Class A), provided that no such annual increase shall exceed five percent (5%) for any one year.

<sup>4</sup> Square footage is determined by the plans submitted for approval to the applicable Design Review Board. Square footage is subject to adjustment upon completion of construction of the Unit.

50,000-100,000 square feet  
100,000-200,000 square feet  
more than 200,000 square feet

\$0.070 per square foot  
\$0.060 per square foot  
\$0.050 per square foot

28  
6600  
72 No N.  
First Amendment

200600013093  
filed for Record in  
BOONE COUNTY, INDIANA  
MARY ALICE "SAM" BALDWIN  
12-06-2006 At 10:32 a.m.  
COVENANTS 88.00

**SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
THE NEIGHBORHOODS AT ANSON**

This Supplemental Declaration, dated as of the 21 day of November, 2006, DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Declarant"),

**WITNESSES THAT:**

WHEREAS, the following facts are true:

A. Declarant and/or Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), is the owner of the fee simple title to the real estate located in Boone County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Original Parcel").

B. Declarant, with the consent of DCLP, intends to develop the Original Parcel, and in the future some or all of the Additional Real Estate, into a residential subdivision known as The Neighborhoods at Anson and to subdivide the Original Parcel, and in the future some or all of the Additional Real Estate, into Residential Lots upon each of which a Residence may be constructed.

C. This is a Supplemental Declaration as that term is defined in the Master Declaration of Covenants and Restrictions of Anson recorded in the Office of the Recorder of Boone County, Indiana as Instrument Number 20060000262, as amended from time to time (the "Master Declaration").

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

**ARTICLE I**  
**DEFINITIONS**

Words, phrases and terms that are defined in the Master Declaration have the same meaning in this Supplemental Declaration except as herein otherwise provided. The following words, phrases and terms, as used in this Supplemental Declaration, unless the context clearly requires otherwise, mean the following:

Section 1.1 "Additional Real Estate" means other real estate within or contiguous to the Development Area that Declarant elects to subdivide into Residential Lots and make, by recording an Ancillary Declaration with respect thereto, subject to this Supplemental Declaration.

Section 1.2 "Alley" means a private way within an easement so identified on a Plat and located between Lots and providing pedestrian and vehicular access to the side or rear of abutting Lots. "Alley" does not include a driveway located entirely on a single Lot. For purposes of this Supplemental Declaration, Alleys shall constitute Limited General Community Area.

Section 1.3 "Ancillary Declaration" shall mean any supplement or amendment to this Supplemental Declaration that may be recorded by Declarant and that extends the provisions of this Supplemental Declaration to any part of the Additional Real Estate and contains such complementary or supplementary provisions for such part of the Additional Real Estate as are required or permitted by this Supplemental Declaration.

Section 1.4 "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.5 "Association" shall mean *The Neighborhoods at Anson Owners Association, Inc.*, an Indiana nonprofit corporation.

Section 1.6 "Board" and "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.7 "Builder" shall mean a person or entity regularly engaged in the business of constructing single family residences for sale and responsible for the original construction of a residence on a Lot.

Section 1.8 "By-Laws" shall mean the Code of By-Laws of the Association, as amended from time to time.

Section 1.9 "Committee" shall mean the *Development Standards and Architectural Control Committee* of the Association, as more fully described in Article V of this Supplemental Declaration.

Section 1.10 "Corporation" shall mean Anson Governing Association, Inc., an Indiana nonprofit corporation.

Section 1.11 "Limited General Community Area" shall mean any Limited General Community Area (as defined in the Master Declaration) located in the Parcel.

Section 1.12 "Lot" shall mean a Residential Lot located in the Parcel.

Section 1.13 "Owner" shall mean any Person, including Declarant and each Builder, who at any times owns the fee simple title to a Lot.

Section 1.14 "Parcel" means the Original Parcel and such other portions of the Additional Real Estate as have, as of any given time, been subjected to this Supplemental Declaration either by this Supplemental Declaration or by an Ancillary Declaration.

Section 1.15 "Parcel Applicable Date" means the earlier of (i) the date when all the Residential Lots in the Parcel have been improved by the construction thereon of Residences and such Residences are actually occupied by Owners other than the builder thereof, (ii) the date designated as the Parcel Applicable Date by Declarant in a written notice delivered to the Board of Directors, or (iii) December 31, 2020.

Section 1.16 "Residence" shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garages and recreational facilities usual and incidental to the use of a single family residential lot.

Section 1.17 "Violation Assessment" shall mean an Assessment described in Section 8.05 of this Supplemental Declaration.

**ARTICLE II**  
**DECLARATION / CHARACTER OF THE DEVELOPMENT**

Section 2.01. Declaration. Declarant, with the consent of DCLP, hereby declares that, in addition to the covenants, restrictions, easements, charges and liens imposed by the Master Declaration, the Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. The provisions of Paragraph 2 of the Master Declaration shall apply to the relation of this Supplemental Declaration and the Association to the Master Declaration and the Corporation. Notwithstanding anything herein to the contrary, each Person subject to this Supplemental Declaration, by acquiring any right, title or interest in and to, or otherwise occupying, any portion of the Parcel shall be deemed to agree that DCLP shall have no rights, duties or obligations under this Supplemental Declaration, except as an Owner, unless expressly otherwise provided herein.

Section 2.02. In General. No structure shall be erected, placed or permitted to remain upon any Lot except a Residence. All portions of the Parcel located within a Plat which have not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one (1) Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Parcel than the number of Lots depicted on the Plat for the Parcel.

Section 2.03. Other Restrictions. The Parcel shall be subject to the easements, restrictions, and limitations of record appearing on a Plat and amendments thereto, on recorded easements, and rights-of-way, and also to all governmental zoning authority and regulation affecting the Parcel, all of which are incorporated herein by reference.

Section 2.04. Additional Real Estate and Ancillary Declarations. Declarant shall have the right, and hereby reserves unto itself the right, at any time, and from time to time, at any time prior to the expiration of the Parcel Applicable Date, to add to the Parcel and subject to this Supplemental Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Parcel, and therefore and thereby becomes a part of the Parcel and subject in all respects to this Supplemental Declaration and the Master Declaration and all rights, obligations, and privileges herein and therein, when Declarant places of record an Ancillary Declaration, which Ancillary Declaration may be as part of a Plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Supplemental Declaration. Any Ancillary Declaration may contain such modifications, additional terms, conditions, restrictions, maintenance obligations and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of an Ancillary Declaration, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Parcel and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Parcel. No single exercise of Declarant's right and option to add and expand the Parcel as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Parcel to include other portions of the Additional 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 Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Parcel Applicable Date. Such expansion of the Parcel is entirely at the sole discretion of the Declarant and nothing contained in this Supplemental Declaration or otherwise shall require Declarant to expand the Parcel beyond the Original Parcel, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Supplemental Declaration.

**ARTICLE III**  
**COVENANTS AND RESTRICTIONS**

Section 3.01. Land Use. Lots may be used only for single-family residential purposes and only one (1) Residence not to exceed the maximum height permitted by and measured pursuant to the Zoning Ordinance may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in any portion of the Parcel than the number of Lots depicted on the Plat for such portion of the Parcel.

Section 3.02. Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Committee.

Section 3.03. Lighting. All Residences will have three (3) dusk to dawn lights, two (2) located on the sides of the garage doors, and one (1) on the front facade. Individual pole lights are prohibited. Street lights may be installed by Declarant in the utility easements on Lots and in the Limited General Community Arcas. Street lights shall be operated and maintained by the Association. The Association reserves the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 3.04. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

Section 3.05. Driveways. All driveways in the Parcel shall be concrete in material.

Section 3.06. Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, availability, or other charges lawfully established with respect to connections thereto.

Section 3.07. Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by the Drainage Board. In such event, each Lot in the Parcel will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the drainage system and the lake control structures included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 3.08. Signs. No sign, plan tubes, boxes or any other externally visible means by which information is made available to the public, including posters, circulars, and billboards of any kind, shall be displayed to the public view on any Lot without the prior approval of the Committee, except for such thereof as Declarant may in its absolute discretion display in connection with the development of Anson or the Parcel and the sale of Lots therein, such signs as may be located on the Community Area and such thereof as may, with the consent of Declarant, be displayed by a Designated Builder to advertise the

property during construction and sale of Residences and the maintenance of model homes. Without limiting the foregoing, with the prior written approval of the Committee:

(A) Each Lot may have posted, prior to initial occupancy of the Lot, one (1) sign not exceeding four (4) square feet setting forth the Owner's name and the name of the architect and builder of the Lot and, in the case of Lot owned by Declarant or a Designated Builder, one (1) sign indicating that the Lot is available for sale; provided, any such signs shall be removed at the time of initial occupancy.

(B) After the initial occupancy of a Lot, one "for sale" sign not exceeding four (4) square feet may be posted on a Lot.

(C) One (1) "open house" sign not exceeding four (4) square feet indicating that the Owner of the Lot is hosting such an event may be posted on the Lot for a period not to exceed three continuous days, which period shall include the day of the "open house."

(D) Three (3) signs not exceeding 18" x 24" containing political or similar endorsements may be posted on a Lot. Such signs may only be posted 45 days prior to an election or a vote on a referendum and for two days thereafter.

Prior to the posting of any such sign, the Owner of Lot must obtain the approval of the Committee. The Committee may charge a reasonable fee to review any such request for approval. Unless otherwise approved by the Committee, each sign must meet guidelines established by the Committee with respect to location, post, design, height, material, composition and colors of the sign. Any approved sign shall be subject to relocation or removal by the Association in accordance with the terms of the approval.

Section 3.09. Fencing. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or a Builder.

(A) Approval by Committee. No fence or wall may be erected or maintained on any Lot without the prior approval of the Committee as to location, materials, colors and such other design standards as the Committee shall determine.

(B) Permitted Types of Fencing and Height. All fences on Lots shall be ornamental metal (wrought iron), white polyvinyl (or equivalent) picket or natural cedar dog-eared shadow box, unless otherwise approved by the Committee. Picket fence is encouraged, but not required, for fencing facing a street. All fencing on a Lot shall be uniform in style, color and, except as herein provided, height, and substantially similar in material. No chain link fencing shall be permitted. Fences shall not exceed seventy-two (72) inches in height (measured from grade level), though fences not exceeding forty-eight (48) inches in height are encouraged, particularly on the side facing a street. Lots containing swimming pools shall have the fencing required in Section 3.31 hereof.

(C) Location. In no event shall any fence, wall or hedge or any shrub planting higher than eighteen (18) inches be permitted between the front property line and a point ten (10) feet behind the line of the façade of the Residence constructed on the Lot that faces the street, as extended to the property lines, except where such planting is part of Residence landscaping approved by the Committee and the prime root thereof is within six (6) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge." Corner Lots shall be deemed to have two (2) front property lines. All fencing erected on a Lot must be erected either (i) within three (3) inches of the property line of such Lot, or (ii) more than thirty-six (36) inches from the property line of such Lot. Owners of Lots adjoining Lots on which a fence is erected within three (3) inches of the property line

shall have the right to connect to such fence with a fence approved by the Committee. Without limiting the foregoing:

(i) No fence, wall, hedge, or shrub planting, or tree foliage which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Lot lines at the streets and a line connecting points 25 feet from the intersection of said street Lot lines; and, the same rule shall apply to the intersection of a driveway with a street, in which case the edge of the driveway pavement shall be substituted for one of the street Lot lines.

(ii) No fence shall be erected or maintained on or within any Drainage or Utility Easement or, except such as may be installed by Declarant and subsequently replaced by the Association in such manner as to preserve the uniformity of such fence, in any Landscape Easement.

(D) Further Restrictions. The Committee may establish further restrictions with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Lake and design standards for fences.

(E) Good Repair. Each Owner shall keep the fences on such Owner's Lot in good repair.

Section 3.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Declarant and/or the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner, the Declarant or an Owner of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 3.11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste shall be kept in sanitary containers out of public view except not more than 24 hours prior to its removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 3.12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors of the Association, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, etc.) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Architectural Review Committee and the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the Members at any meeting.

Section 3.13. Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot. Owners shall use appropriate incinerators and shall at all times be in compliance with all applicable legal requirements for outside burning.

Section 3.14. Antennas and Receivers. Except as otherwise required by law, no satellite receiver, down-link or video or radio antenna and no satellite dish receiver combination greater than one meter (39.37 inches) in diameter shall be permitted on any Lot without the prior written consent of the Committee. The location of any permitted antenna or satellite dish shall be subject to the approval of the Committee, provided that, pursuant to applicable law, no action of the Committee with respect thereto shall (1) unreasonably delay or prevent installation, maintenance or use of any permitted antenna or satellite dish; (2) unreasonably increase the cost of installation, maintenance or use any permitted antenna or satellite dish; or (3) preclude reception of an acceptable quality signal. Except as otherwise required by law, the Committee shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof.

Section 3.15. [Intentionally Omitted].

Section 3.16. Electric Bug Killers. Electric Bug Killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 3.17. Vacant Lots. It shall be the duty and obligation of the Owner of a vacant Lot to maintain such Lot and mow the lawn thereof. Declarant and the Association shall have the right, but not the duty, to enter upon each vacant Lot and to maintain the appearance thereof by cutting weeds, mowing grass, trimming trees, removing debris, installing erosion control devices, and performing any other act reasonable under the circumstances. The Owner shall be responsible for payment of all such expenses upon demand and the Declarant or the Association, as the case may be, shall have a lien on such Lot for the payment of such expenses, together with attorneys' fees and all other costs and expenses of litigation and collection which may be incurred in connection therewith.

Section 3.18. Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Supplemental Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any outstanding maintenance Assessments levied by the Association in the manner described in Article VIII. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 3.19. Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Parcel.

Section 3.20. Diligence in Construction. Unless a delay is caused by strikes, war, court injunction or acts of God, construction of a Residence on a Lot must commence within two (2) years after

conveyance of the Lot to an Owner other than Declarant. Subject to inclement weather, every Residence shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 3.21. HVAC Units. No heat pumps, air conditioning units or gas meters will be installed in the front of the Residence.

Section 3.22. Ponds. Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Limited General Community Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Master Declaration and this Supplemental Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management except as provided in the Master Declaration and this Supplemental Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Parcel, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. A Pond(s) may or may not exist on the Parcel, and the reference throughout this Supplemental Declaration to Ponds is made in order to address Ponds, if any, which now exist or are later constructed upon the Parcel. The installation on the Parcel of any Pond shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Limited General Community Area owned by the Association adjacent to a Pond.

Section 3.23. Mailboxes. All mailboxes and posts must be approved by the Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Builder upon the initial Lot closing to the homeowner shall install the initial mailbox for each Lot, which meets the above criteria. The Owner agrees to maintain and paint said mailbox and post in conformance with all other mailboxes.

Section 3.24. Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Parcel;
- (D) Cut down and remove dead trees from the Lot and replace any such trees that are Street Trees;
- (E) Within sixty (60) days following completion of a Residence, the Owner shall landscape the Lot in accordance with the provisions set forth in this Supplemental Declaration, weather permitting; and

(F) Remove snow and ice from any sidewalk abutting the Lot.

For purposes of this Section 3.24 only, the Lot shall be deemed to include that portion of the public right-of-way between the Lot and the back curb of the street located in such right-of-way, and any such maintenance shall be subject to and in accordance with the requirements of any applicable governmental authority/

Section 3.25. Miscellaneous. No clotheslines may be erected on any Lot.

Section 3.26. Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Parcel. Animal quarters or kennels which are connected to the Residence must be approved by the Committee.

Section 3.27. Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, and swing and slide sets shall not require approval by the Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, and (iii) such swing and slide sets are constructed of wood. Metal swing, slide sets and trampolines are prohibited.

Section 3.28. Plumbing. All plumbing vent stacks are to be located on the rear of the Residence.

Section 3.29. Sidewalks. Each Residence shall have a continuous 4-foot wide by a minimum of four (4) inches thick concrete sidewalk adjacent to all interior dedicated street frontage. Sidewalks shall be installed by the Builder and included in the purchase price of the Residence. If an approved asphalt bike/walking path is approved on the Parcel in place of the sidewalk, no additional concrete sidewalk will be required.

Section 3.30. Subsurface Drains and Sump Pump Discharges. Subsurface drains have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The limits of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

(C) Any Owner or Builder damaging, changing, or altering these subsurface drains and/or common subsurface drain laterals will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the

invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article VIII of this Supplemental Declaration.

Section 3.31. Swimming Pools and Hot Tubs. Only permanent, in-ground pools with professional construction, approved by the Committee, shall be permitted upon a Lot. All submittals to the Committee shall include landscape plans. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall (i) conform to county or municipal regulations; (ii) conform with all fencing requirements set forth in Section 3.09 hereof; provided, however, the fencing around a pool shall be no less than sixty (60) inches in height; and (iii) be of harmonious design and subject to Committee approvals. Hot Tubs must also be approved by the Committee.

Section 3.32. Tennis Courts, Racquetball Courts, Paddleball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities will not be permitted without approval from the Committee. All submittals to the Committee shall include landscape plans. The location of a basketball goal on the Lot is subject to approval of the Committee if it is to be placed or maintained in front of the front building elevation of a Residence or would otherwise be visible from a public right-of-way adjoining the Lot. Basketball goals shall have translucent fiberglass or glass backboards and be attached to a black pole or similar type of post which is permanently placed into the ground. No basketball goal shall be placed or maintained within the right-of-way of any street. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Temporary, portable and roll-away basketball goals (other than plastic baby or toddler basketball goals less than eight (8) feet high) are prohibited, and plastic baby or toddler basketball goals shall be stored in a location not visible from a public right-of-way adjoining the Lot when not in use. Independent basketball courts may not be constructed on a Lot without written Committee approval. Lighted courts of any kind are prohibited.

Section 3.33. Vents. All metal and PVC roof or range vents will be of materials or painted in order to blend with roof color.

Section 3.34. Windows-Doors. All storm doors must be approved by the Committee. No unfinished aluminum doors or windows will be allowed.

Section 3.35. Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant's sole and absolute discretion. Such decorative street signs shall be maintained by the Association, and shall be repaired or replaced by the Association if damaged in accordance with applicable rules and regulations of the controlling municipality. The Association assumes all liability in the installation, maintenance and repair of the decorative street signs.

Section 3.36. Fuel Tanks. All above or below ground storage tanks, with the exception of liquid propane and gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and hereby are prohibited.

Section 3.37. Garbage and Other Refuse. No Lot Owner in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost on his or her Lot.

Section 3.38. Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home

occupation, which satisfies the following definition as well as all requirements of the applicable Zoning Ordinance, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; b) no commodity sold upon the premises; c) no person is employed other than a member of the immediate family residing in the Residence; and d) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted home occupation: child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 3.39. Open Drainage Ditches and Swales. The following shall apply to open ditches and swales:

(A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Declarant. Owners must maintain these swales as grassways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Lot Owner.

(B) Any Owner or Builder altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article VIII of this Supplemental Declaration.

Section 3.40. Roofing Materials. The roofing materials on all Residences within the Parcel shall be similar in color, and shall be of a quality, style and composition acceptable to the Declarant or the Committee, if applicable.

Section 3.41. Solar Panels. No solar panels shall be permitted on any Residence without the prior written approval of the Committee.

Section 3.42. Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder.

Section 3.43. Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the applicable Plat.

Section 3.44. Vehicle Parking. No trucks one (1) ton or larger in size, campers, trailer, motor homes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street or Alley in the Parcel. None of the foregoing or any other vehicles, including automobiles and trucks less than one (1) ton in size, shall be parked on any Alley. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly parked upon unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk cars, or fuel tanks.

Section 3.45. Visual Obstructions. No fence, wall, gate, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or Alley line.

Section 3.46. Wells. Water wells shall not be drilled on any of the Lots except as required by Declarant to irrigate Limited General Community Areas.

Section 3.47. Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued.

Section 3.48. Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

**ARTICLE IV**  
**ADDITIONAL PROVISIONS RESPECTING**  
**OF SANITARY SEWER UTILITY**

Section 4.01. Sanitary Sewer Utility Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 4.02. Trees and Landscaping. No trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without an obligation of repair or replacement.

Section 4.03. Improvements. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of such improvements which are placed within easements or right-of-ways may be removed by the applicable utilities without the obligation of replacement.

Section 4.04. Maintenance of Certain Items. All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the Residence to its connection to the sanitary sewer main.

Section 4.05. Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains to the sanitary sewers is prohibited.

Section 4.06. Grading. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities.

**ARTICLE V**  
**ARCHITECTURAL CONTROLS**

Section 5.01. Approvals. Approvals, determination, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, with respect to the Declarant or the Association, by an officer thereof, and with respect to the Committee, by one (1) member thereof.

Section 5.02. Development Standards and Architectural Control Committee. A Development Standards and Architectural Control Committee (the "Committee"), composed of at least three (3) members, shall exist and shall be appointed by the Declarant. Such members shall be subject to removal by the Declarant at any time, with or without cause. Any vacancies from time to time shall be filled by appointment of the Declarant. The Declarant may, at its sole option, at any time hereafter, relinquish for a period of time to the Association the power to appoint and remove one or more members of the Committee.

Section 5.03. Continuation of Committee. When the Declarant provides written notification to the Association of discontinuance of this Committee, then the Directors of the Association, or their designees, shall continue the actions of the Committee with like powers and duties.

Section 5.04. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

Section 5.05. Exercise of Discretion. Declarant intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Supplemental Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

Section 5.06. Inspection. The Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Section 5.07. Liability of Committee and Declarant. Neither the Committee nor any agent thereof, nor the Declarant or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, Association, Declarant or DCLP be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Association, Declarant and/or DCLP make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, the compliance of proposed plans with laws and zoning ordinances, or the materials to be used. All parties should seek professional construction advise, engineering, and inspections on each Lot prior to proposing construction.

Section 5.08. Limited General Community Areas, Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof

by the Committee: (i) any and all landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Limited General Community Area, landscape maintenance access easement, and/or sign landscape easement, (ii) any entrance monument or signage identifying the Development or any section thereof and/or (iii) street signage.

Section 5.09. Lot Improvements. No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping or stacking of wood) shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot requesting authorization from the Committee has made written application to the Committee at least thirty (30) days prior to the proposed construction. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, set backs, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn by a professional to a scale of 1" = 30', or to such other scale as the Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that a resident is not encroaching on an adjacent homeowner or in a Limited General Community Area. If Owner has encroached on an adjacent Owner's property or in a Limited General Community Area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Committee in the Committee's sole and absolute discretion, the Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Committee.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing applications for approval.

Declarant desires to maintain a diversity of building elevations and colors. Without limiting the rights and powers of Declarant and the Committee under this Article 5, no Residence within any group of three (3) contiguous Residences on the same side of the street shall have the same front elevation and color scheme as any other Residence within such group or of the Residence immediately across the street from the center of such group of three (3) Residences.

Section 5.10. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

(A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Supplemental Declaration; and

(B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

Section 5.11. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of this Supplemental Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Supplemental Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development, and any such variance granted shall not be considered as precedent setting.

Section 5.12. Statement of Purposes and Powers. Subject to this Supplemental Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant.

**ARTICLE VI**  
**CONTIGUOUS LOTS**

Section 6.01. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for one (1) Residence, such Owner must apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such Residence shall be treated as a single Lot for the purpose of applying this Supplemental Declaration to said Lots, so long as the Lots remain improved with one (1) Residence. In addition, the Owner must obtain all requisite and necessary permits and approvals from the municipality having zoning jurisdiction over the Parcel.

**ARTICLE VII**  
**THE NEIGHBORHOODS AT ANSON**  
**HOMEOWNERS ASSOCIATION, INC.**

Section 7.01. Association Powers. The Association is the applicable Supplemental Association for the Parcel under the Master Declaration and, subject to the Master Declaration, shall have such rights, powers, duties and obligations as are set forth in the Master Declaration, this Supplemental Declaration and in the Articles, including, without limitation, all rights, powers, duties and obligations described therein with respect to any Limited General Community Area designated on the Plat of the Parcel, together with all rights, powers, duties and obligations that belong to it by law.

Section 7.02. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 7.03. Classes of Members. The Association shall have a single class of Members.

Section 7.04. Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

Section 7.05. Membership. Each Owner shall automatically be a Member of the Association and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Supplemental Declaration on other Owners, including those provisions with respect to the payment of Assessments.

Section 7.06. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less. The Association shall at all times be managed by a professional management company.

Section 7.07. Maintenance Standards. The Association shall maintain the Limited General Community Area and the Limited Common Facilities in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class residential neighborhood. Grass, trees, shrubs and other plantings located on the Limited General Community Area for which the Association has maintenance responsibility shall be kept properly irrigated and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

Section 7.08. Insurance, Taxes and Utilities. The Association shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Association on account of injury to person or property and damage to property owned by the Association and shall pay all taxes assessed against such property and all utility charges incurred with respect to Limited General Community Area for which the Association has maintenance responsibility.

Section 7.09. Limitations on Action by the Association. Unless at least two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Members have given their prior written approval, a Permitted Title Holder, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 18(a) of the Master Declaration (but subject to the limitations of Paragraph 14 of the Master Declaration), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Limited General Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Limited General Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable Limited General Community Area and Limited Common Facilities on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Limited General Community Area or Limited Common Facilities for other than the repair, replacement or reconstruction of the Limited General Community Area or Limited Common Facilities; or (iv) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, or the maintenance and upkeep of the Limited General Community Area and Limited Common Facilities.

Section 7.10. Mergers. Upon a merger or consolidation of another corporation with the Association, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Supplemental Declaration within the Parcel together with the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Supplemental Declaration within the Parcel except as hereinafter provided.

**ARTICLE VIII  
ASSESSMENTS**

Section 8.01. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, DCLP and any Builder, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (a) Parcel Assessments; (b) Violation Assessments; and (c) Special Assessments.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 8.02. Annual Budget. By a majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed on the Association by the Master Declaration and this Supplemental Declaration will be met. Without limiting the foregoing, the Board of Directors may include a reserve fund for future maintenance, repair and replacement of Alleys in the annual budget of the Association.

Section 8.03. Parcel Assessments.

(A) Parcel Assessment. The Parcel Assessment provided for herein shall be per calendar year and shall commence for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant, DCLP or a Builder. The Parcel Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant, DCLP or a Builder, shall be Seven Hundred Dollars (\$700.00) per year. The Parcel Assessment for the calendar year shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Parcel Assessment at least thirty (30) days in advance of the effective date of such increase. The initial due date for annual Parcel Assessments shall be January 1<sup>st</sup> of each calendar year, and such Parcel Assessment shall be subject to collection and late charges beginning on January 31<sup>st</sup> of each calendar year.

(B) Purpose of Assessment. The Parcel Assessment levied by the Association shall be used to promote the health, safety, and welfare of the Owners of Lots and Occupants of Residences in the Parcel and for the improvement, maintenance, repair, replacement and operation of the Limited General Community Area and Limited Common Facilities in the Parcel and to pay any costs of maintaining the General Community Area and General Common Facilities that may, pursuant to the Declaration, be allocated by the Corporation to the Association..

(C) Basis for Assessment

(1) Lots Generally. Each Lot owned by a person other than Declarant, DCLP or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Lots Owned by Declarant, DCLP or Builder. Declarant, DCLP and any Builder shall not pay the Parcel Assessment and Special Assessment so long as any Residence constructed upon a Lot by Declarant, DCLP or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

(D) Method for Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in subparagraph (B), fix the Parcel Assessment for each assessment year at an amount sufficient to meet the obligations imposed by the Master Declaration and this Supplemental Declaration upon the Association. The Board during any calendar year shall be entitled to increase the Parcel Assessment for that year if it should determine that the estimate or current Parcel Assessment is insufficient for that year, provided that the Board shall give at least thirty (30) days advance notice thereof to the Owners. The Board of Directors shall establish the date(s) the Parcel Assessment shall become due, and the manner in which it shall be paid.

(F) Allocation of Assessment. Unless otherwise expressly provided herein, costs and expenses used to determine the Parcel Assessment shall be allocated to all Owners. If this Supplemental Declaration provides that certain of the costs of maintaining, operating, restoring or replacing the Limited General Community Area and Limited Common Facilities are to be allocated among Owners of Lots on the basis of the location of the lands and improvements constituting the Limited General Community Area and Limited Common Facilities, then the costs and expenses that are to be borne by the Owners of certain Lots shall be allocated to the Owners of such Lots.

Section 8.04. Initial Assessment. In addition to the Assessments under this Supplemental Declaration, upon (i) the closing of the initial conveyance of each Lot by Declarant or DCLP to an Owner other than a Builder, or (ii) the sale of each Lot by a Builder (either by deed or by installment sale, conditional sale or land-contract sale), the purchaser of such Lot shall pay to the Corporation the Initial Assessment as provided in the Master Declaration.

Section 8.05. Violation Assessment. In addition to all other Assessments as are authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) to enforce against such Owner this Supplemental Declaration, (ii) for damages if any portion of the Community Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invitee or (iii) other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder. The Violation Assessment may include the Association's legal expenses and costs of collection. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 8.06. Special Assessment. The Board of Directors may levy in any year a Special Assessment for the purposes defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and/or for operating deficits which the Association may from time to time incur, provided that any such Special Assessment shall have the assent of a majority or the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.07. Notice and Due Date. Written notice of Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject thereto. The due dates for all Assessments levied by the Association shall be established by the Board of Directors.

Section 8.08. Collection. All Assessments, together with interest thereon, attorneys' fees, and other costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 8.09. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum plus a late charge not exceeding Fifty Dollars (\$50.00). The Association shall be entitled to initiate any lawful action to collect delinquent Assessments plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting such Assessment(s). If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise avoid liability for the Assessment provided for herein by non-use of the Limited General Community Area or abandonment of his Lot.

Section 8.10. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use the Limited General Community Areas of any member:

- (A) for any period during which any of the Assessments or any fines/fees assessed under this Supplemental Declaration owed by such member remains unpaid;
- (B) during the period of any continuing violation of this Supplemental Declaration; and
- (C) during the period of any violation of the Articles of Incorporation, By-Laws, or regulations of the Association.

Section 8.11. Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of Assessments on a Lot showing the balance due the Association, if any.

Section 8.12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article VIII. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

**ARTICLE IX  
REMEDIES**

Section 9.01. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Supplemental Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Supplemental Declaration.

Section 9.02. In General. The Association or any party to whose benefit this Supplemental Declaration inures, including the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these Restrictions and Covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, the Declarant, DCLP and the Association shall not be liable for damages of any kind to

any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Supplemental Declaration.

**ARTICLE X**  
**EFFECT ON BECOMING AN OWNER**

The Owner(s) of any Lot subject to this Supplemental Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, DCLP, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restrictions contained in this Supplemental Declaration and in the Master Declaration. By acceptance of such deed or execution of such contract each Owner acknowledges the rights and powers of the Declarant, Committee, and Association contained in this Supplemental Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, Committee and the Association and to and with the other Owners and subsequent Owners of each of the Lots affected by this Supplemental Declaration to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Supplemental Declaration.

Radio and/or other communications transmission facilities (the "Transmission Facilities") are located near the Property. The Transmission Facilities produce radio and/or other communications transmissions that may interfere with and degrade the performance of electronic devices, including, without limitation, television and radio equipment. Each Owner, Occupant and Mortgagee by virtue of accepting an interest in or otherwise occupying a Residence shall be deemed to consent to the Transmission Facilities, shall not object to or remonstrate against the Transmission Facilities or operations related thereto conducted in conformity with applicable law, and shall be deemed to release Declarant, DCLP, the owners and operators of the Transmission Facilities and their respective successors and assigns from any and all claims, liabilities or obligations with respect to the Transmission Facilities and operations therefrom.

**ARTICLE XI**  
**TITLES**

The titles preceding the various Sections and paragraphs of this Supplemental Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Supplemental Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

**ARTICLE XII**  
**SEVERABILITY**

Invalidation of any one of the covenants, restrictions or provisions contained in this Supplemental Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

**ARTICLE XIII**  
**DECLARANT'S RIGHTS**

Any and all of the rights and obligations of the Declarant set forth in this Supplemental Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Supplemental Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Boone County, Indiana.

Nothing in this Supplemental Declaration shall be construed in a manner that limits or restricts the Declarant and/or any Builders in their development of the Parcel and construction of residences thereon. Therefore, notwithstanding anything herein to the contrary, the Declarant and/or any Builders authorized by Declarant may maintain and carry upon portions of the Limited General Community Area, and other portions of the Parcel and Lots owned by the Declarant or DCLP, such facilities and activities as, in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction or sale of Residences including, but not limited to, business offices, signs, model units, sales offices, and sales trailers.

**ARTICLE XIV**  
**MORTGAGES**

Section 14.01. Notice to Association. Any Owner who places a first mortgage lien upon a Lot or Residence, or the Mortgagee may notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's 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 Supplemental Declaration, the Articles or the By-Laws (collectively, the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in 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 the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

Section 14.02. Notices to Mortgagees. The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under subparagraph (a) above notice of any of the following:

- (i) Any condemnation or casualty loss that affects a material portion of the Limited General Community Area;
- (ii) Any delinquency in the payment of any Assessment owed to the Association by the Owner of any Lot or Residence on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (iv) Any proposed action that requires the consent of a specified percentage of Mortgagees hereunder; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Limited General Community Area appertaining to any Lot or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Lot or (C) the purposes for which any Lot or the Limited General Community Area are restricted.

Section 14.03. Notice of Unpaid Assessments. The Association 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 Assessments owed to the Association against the Lot 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 for periods prior to such statement in excess of the amount set forth in such statement.

Section 14.04. Financial Statements. Upon the request of any Mortgagee, the Association shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association.

Section 14.05. Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Limited General Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Limited Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Association.

#### **ARTICLE XV AMENDMENT TO THIS DECLARATION**

Section 15.01. Generally. This Supplemental Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Association acting pursuant to authority granted by (A) not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Supplemental Declaration and (B) a majority of the Directors of the Corporation and (ii) to the extent required by Paragraph 24 of the Master Declaration. Declarant.

Section 15.02. By Declarant. This Supplemental Declaration may be amended at any time prior to the Parcel Applicable Date by Declarant in the same manner provided in Paragraph 26 of the Master Declaration.

Section 15.03. Limitations on Amendments. The right to amend this Supplemental Declaration is subject to the same limitations as are specified in subparagraphs (c) and (d) of Paragraph 26 of the Master Declaration.

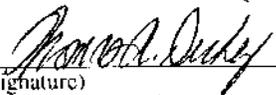


**CONSENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF  
THE NEIGHBORHOODS AT ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership, ("DCLP") is owner of all or a portion of the Parcel described in the foregoing Supplemental Declaration of Covenants and Restrictions (such of the Parcel being owned by the undersigned being hereafter referred to as the "DCLP Property"), and does hereby consent on behalf of itself, its successors and assigns, to the submission of the DCLP Property to the foregoing Supplemental Declaration of Covenants and Restrictions. DCLP further agrees that from and after the date of this Consent, the DCLP Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, covenants and restrictions contained in the Supplemental Declaration of Covenants and Restrictions, as the same may be amended from time to time, all of which shall run with the title to the DCLP Property and shall be binding upon all persons having any rights, title or interest in the DCLP Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: Duke Business Centers Corporation, its sole general partner

By:   
(Signature)

Thomas A. Dickey  
(Printed Name)

Its: VP and Gen. Mgr., Anson  
(Title)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the Vice President of Duke Business Centers Corporation, an Indiana corporation, the general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing Consent to Supplemental Declaration of Covenants and Restrictions of The Neighborhoods at Anson on behalf of said partnership.

Witness my hand and Notarial Seal this \_\_\_\_ day of November, 2006.

My Commission Expires \_\_\_\_\_  
  
(Signature) Leigh Ann Conway  
Notary Public Residing in \_\_\_\_\_ County, \_\_\_\_\_  
(Printed Name) Leigh Ann Conway, Notary Public  
State of Indiana  
My Commission Expires: May 10, 2008  
My County of Residence: Hamilton

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

David R. Warshauer  
\_\_\_\_\_  
David R. Warshauer **COPY**

This instrument prepared by David R. Warshauer, Attorney-at-Law  
Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

**EXHIBIT A**  
**Real Estate Description**

LN20030493.SV.2006-11-20.Duke - Anson.The

Neighborhood.1A.DOC

Duke - Anson: The Neighborhood at Anson, Section 1A  
Page 1 of 2

**LAND DESCRIPTION**  
**The Neighborhoods at Anson**  
**Section 1A of Phase 1**  
**Version 3**  
**November 20, 2006**

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being a portion a portion of Block-B in Anson Development - Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana being bounded as follows:

**BEGINNING** at southeastern corner of Block-B in Anson Development - Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana, said point of beginning being on the South Line of the Southwest Quarter of Section 31, Township 18 North, Range 2 East and being South 88 degrees 09 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,033.65 feet from the Southeast Corner of said Southwest Quarter, the following four courses are along the southern boundary of said Block-B; 1) thence South 88 degrees 09 minutes 48 seconds West 283.46 feet along the South Line of said Southwest Quarter to the Southwest Corner of the Southeast Quarter of said Southwest Quarter; 2) thence South 88 degrees 09 minutes 48 seconds West 45.05 feet along the South Line of said Southwest Quarter to the point of curvature of a curve to the right the radius point of which bears North 01 degree 50 minutes 12 seconds West 430.00 feet from said point of curvature; 3) thence westerly 84.66 feet along said curve to its point of tangency, said point of tangency bears South 09 degrees 26 minutes 37 seconds West from the radius point of said curve; 4) thence North 80 degrees 33 minutes 23 seconds West 217.18 feet; thence North 00 degrees 22 minutes 28 seconds East 97.40 feet; thence North 89 degrees 37 minutes 32 seconds East 10.00 feet to the point of curvature of a curve to the left, said point of curvature being South 00 degrees 22 minutes 28 seconds East 20.00 feet from the radius point of said curve; thence easterly, northeasterly and northerly 31.42 feet along said curve to its point of tangency, said point of tangency being South 89 degrees 37 minutes 32 seconds East 20.00 feet from the radius point of said curve; thence North 00 degrees 22 minutes 28 seconds East 145.00 feet to the point of curvature of a curve to the left, said point of curvature being South 89 degrees 37 minutes 32 seconds East 20.00 feet from the radius point of said curve; thence northerly and northwesterly 10.47 feet along said curve to a point being North 60 degrees 22 minutes 28 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 11.18 feet; thence North 00 degrees 22 minutes

September 1, 2006; glr, ✍  
Edited: September 29, 2006 (refer to Block-B)  
Edited: October 2, 2006 (revise boundary)  
Edited: October 19, 2006 (revise boundary)  
Edited: November 20, 2006 (revise boundary)

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IN20030493.SV.2006-11-20.Duke - Anson.The

Neighborhood.1A.DOC

Duke - Anson: The Neighborhood at Anson, Section 1A  
Page 2 of 2

28 seconds East 50.00 feet to a point on a non-tangent curve concave to the northwest the radius point of which bears North 00 degrees 22 minutes 28 seconds East 14.50 feet from said point; thence easterly, northeasterly and northerly 22.78 feet along said curve to its point of tangency, said point of tangency bears South 89 degrees 37 minutes 32 seconds East from the radius point of said curve; thence North 00 degrees 22 minutes 28 seconds East 825.50 feet; thence South 89 degrees 37 minutes 32 seconds East 50.00 feet; thence South 00 degrees 22 minutes 28 seconds West 17.32 feet to a point on a non-tangent curve concave to the north the radius point of which bears North 30 degrees 22 minutes 28 seconds East 20.00 feet from said point; thence southeasterly and easterly 10.47 feet along said curve to its point of tangency, said point of tangency bears South 00 degrees 22 minutes 28 seconds West from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 70.00 feet to the point of curvature of curve to the left the radius point of which bears North 00 degrees 22 minutes 28 seconds East 20.00 feet from said point of curvature; thence easterly, northeasterly and northerly 31.42 feet along said curve to a point being South 89 degrees 37 minutes 32 seconds East from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 20.00 feet to a point on a non-tangent curve concave to the northeast the radius point of which bears South 89 degrees 37 minutes 32 seconds East 20.00 feet from said point; thence southerly, southeasterly and easterly 31.42 feet along said curve to its point of tangency, said point of tangency bears South 00 degrees 22 minutes 28 seconds West from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 121.00 feet; thence North 00 degrees 22 minutes 28 seconds East 20.00 feet; thence South 89 degrees 37 minutes 32 seconds East 44.00 feet; thence North 00 degrees 22 minutes 28 seconds East 207.49 feet to the point of curvature of a curve to the right the radius point of which bears South 89 degrees 37 minutes 32 seconds East 227.50 feet from said point of curvature; thence northerly and northeasterly 104.53 feet along said curve to its point of tangency, said point of tangency bears North 63 degrees 17 minutes 55 seconds West from the radius point of said curve; thence North 26 degrees 42 minutes 05 seconds East 58.66 feet; thence South 81 degrees 01 minute 20 seconds East 39.84 feet; thence South 89 degrees 37 minutes 32 seconds East 130.00 feet to a point on the eastern boundary of said Block-B; thence South 00 degrees 22 minutes 28 seconds West 1,544.00 feet along eastern boundary of said Block-B to the **POINT OF BEGINNING** containing 17.580 acres, more or less.

September 1, 2006; glr.  
Edited: September 29, 2006 (refer to Block-B)  
Edited: October 2, 2006 (revise boundary)  
Edited: October 19, 2006 (revise boundary)  
Edited: November 20, 2006 (revise boundary)

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17.00  
+ 1.50 Non  
= 18.50  
First Amendment



Cross References: Instrument Nos. 2006000013093; 200800005214; 201100001537; 201100004743; and 201200004735

**FIRST AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
THE NEIGHBORHOODS AT ANSON**

THIS AMENDMENT to that certain Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson (the "First Amendment"), is executed as of the 15<sup>th</sup> day of October, 2012, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

(a) That certain Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson was recorded in the Office of the Recorder of Boone County, Indiana on December 6, 2006 as Instrument Number 2006000013093 (the "Supplemental Declaration").

(b) The Parcel Applicable Date has not yet occurred, therefore Declarant has the right unilaterally to amend and revise the Supplemental Declaration pursuant to the provisions of Section 15.02 of the Supplemental Declaration.

(c) Declarant desires to reaffirm and memorialize for the record that pursuant to the Certificate and Dedication paragraph of The Neighborhoods at Anson Section 1B of Phase 1 Secondary Plat as recorded on May 22, 2008 in the Office of the Recorder of Boone County, Indiana, as Instrument Number 200800005214 in Plat Book 19, pages 41-43, as amended by that certain Affidavit of Scrivener's Error recorded April 27, 2009 as Instrument Number 200900004327, as further amended by that certain Affidavit of Plat Correction recorded July 8, 2009 as Instrument Number 200900007513, as further amended by that certain Affidavit of Plat Correction recorded February 15, 2011 as Instrument Number 201100001537, as further amended by that certain Amended Secondary Plat recorded June 10, 2011 as Instrument Number 201100004743, and as further amended by that certain Amended Secondary Plat, as per Plat thereof recorded May 9, 2012 as Instrument Number 201200004735 Plat Book 21, pages 40-42, as may be further amended (collectively, the "1B Plat"), the Lots plotted on such 1B Plat and surrounding Limited General Community Area, as such Additional Real Estate and Limited General Community Area are more specifically described in Exhibit A-1 attached hereto and incorporated herein, are subject to the terms of the Supplement Declaration.

(d) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Supplemental Declaration.

2. **Amendment.** The Additional Real Estate and Limited General Community Area described in Exhibit A-1 are subject to the terms of the Supplemental Declaration.

NCS-571721

3. **No Further Amendment.** Except as expressly amended hereby, the Supplemental Declaration shall remain in full force and effect without amendment.

4. **Effective Date.** The foregoing amendment shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

**DUKE REALTY LIMITED PARTNERSHIP**, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: Charles E. Podell  
Charles E. Podell  
Senior Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Podell, by me known and by me known to be the Senior Vice President of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "First Amendment to Supplemental Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 24<sup>th</sup> day of October, 2012.



My Commission Expires:  
03-22-2020

Donna M. Jordan  
Notary Public Residing in Hamilton County, Indiana  
Donna M. Jordan  
(Printed Signature)

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. [ Joseph P. Hawkins ]

This instrument prepared by Joseph P. Hawkins, Corporate Attorney, Duke Realty, 600 E. 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana 46240.



**CONSENT TO FIRST AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS  
OF  
THE NEIGHBORHOODS AT ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership, is a current and former owner of the property described in the foregoing First Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson and does hereby consent on behalf of itself, its successors and assigns, to the terms of the foregoing First Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson.

DUKE CONSTRUCTION LIMITED PARTNERSHIP,  
an Indiana limited partnership

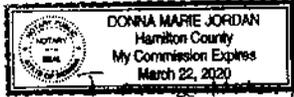
By: Duke Business Centers Corporation, its sole  
general partner

By: *Charles E. Podell*  
Charles E. Podell  
Senior Vice President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Podell, by me known and by me known to be the Senior Vice President of Duke Business Centers Corporation, an Indiana corporation, the sole general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "First Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 24<sup>th</sup> day of October, 2012.



*Donna M. Jordan*  
Notary Public *Donna M. Jordan*  
*Public residing in Hamilton County, Indiana*

f:\real estate\anson\ccr\association documents and declarations\neighborhood\1st amendment to suppl decl.doc

**Exhibit A-1**

**Additional Real Estate and Lots**

The Neighborhoods at Anson Section 1B of Phase 1 Secondary Plat as per plat thereof recorded on May 22, 2008 in the Office of the Recorder of Boone County, Indiana, as Instrument Number 200800005214 in Plat Book 19, pages 41-43, as amended by that certain Affidavit of Scrivener's Error recorded April 27, 2009 as Instrument Number 200900004327, as further amended by that certain Affidavit of Plat Correction recorded July 8, 2009 as Instrument Number 200900007513, as further amended by that certain Affidavit of Plat Correction recorded February 15, 2011 as Instrument Number 201100001537, as further amended by that certain Amended Secondary Plat recorded June 10, 2011 as Instrument Number 201100004743, and as further amended by that certain Amended Secondary Plat, as per Plat thereof recorded May 9, 2012 as Instrument Number 201200004735 in Plat Book 21, pages 40-42 in the Office of the Recorder of Boone County, Indiana.

②  
⑩  
29.00  
+ 3.00  
= 32.00  
First American

201300008125  
Filed for Record in  
BOONE COUNTY, INDIANA  
NICOLE K. (NIKKI) BALDWIN, RECORDER  
07-10-2013 At 01:56 pm.  
COVENANTS 34.00

Cross reference:  
Instrument Nos. 2006000013093, 201200012490 and  
2013 00008124

**SECOND AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE NEIGHBORHOODS AT ANSON**

THIS SECOND AMENDMENT to that certain Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson (the "Second Amendment"), is executed as of the 27 day of June, 2013, by THE NEIGHBORHOODS AT ANSON OWNERS ASSOCIATION, INC., an Indiana nonprofit corporation d/b/a Clark Neighborhoods at Anson (the "Association"), who by the execution hereof, hereby declares that:

**1. Recitals.** The following facts are true:

(a) The Supplemental Declaration was recorded in the Office of the Recorder of Boone County, Indiana on December 6, 2006 as Instrument Number 2006000013093, as First Amended and recorded in the Office of the Recorder of Boone County, Indiana on October 26, 2012 as Instrument Number 201200012490 (together, the "Supplemental Declaration").

(b) Pulte Homes of Indiana, LLC, an Indiana limited liability company ("Pulte"), with the consent of Duke Realty Limited Partnership, an Indiana limited partnership ("DRLP") has recorded that certain Supplemental Declaration of Covenants and Restrictions of Clark Meadows at Anson in the Office of the Recorder of Boone County, Indiana on \_\_\_\_\_, 2013 as Instrument Number 2013 00008124 (the "Meadows Declaration") encumbering that real estate located in Boone County, Indiana, more particularly described in Exhibit A-2 attached hereto and made part hereof and the residential development thereupon shall be commonly known as the "Clark Meadows at Anson" (the "Meadows").

(c) Pulte has committed to constructing, on or before the date specified in an agreement between DRLP and Pulte, of an amenity center containing a bath house, swimming pool, one-half basketball court and other recreational and community facilities as set forth in the development plans attached to the Meadows Declaration (collectively, the "Amenity Center").

(d) The Meadows Declaration provides for the use and enjoyment of the Amenity Center for the residents of both the Meadows and each Member of the Association (i.e., each Owner of a Lot within the Clark Neighborhoods at Anson).

(e) The Association has received authority to amend and revise the Supplemental Declaration pursuant to the provisions of Section 15.01 of the Supplemental Declaration by obtaining (A) the approval of not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purposes of amending the Supplemental Declaration and (B) the approval of the majority of the Directors of Anson Governing Association, Inc., an Indiana nonprofit corporation, to provide the following amendments to the Supplemental Declaration regarding the rights, responsibilities and



611384

obligations of the Association and its Members with regard to the use and maintenance of the Amenity Center.

(f) Capitalized terms used, but not defined herein, shall have the meaning given such terms in the Supplemental Declaration, or if not defined in the Supplemental Declaration, then in the Master Declaration.

**2. Definitions.**

(a) Section 1.11 of the Supplemental Declaration is hereby deleted in its entirety and replaced by the following:

Section 1.11 "Limited General Community Area" shall mean any Limited General Community Area (as defined in the Master Declaration) located in the Parcel. Additional Real Estate and, after same is deeded to the Meadows Association, the Amenity Area located in the Meadows Neighborhoods."

(b) The following definitions shall be added to Article I of the Supplemental Declaration:

Section 1.18 "Amenity Area" means the Recreation Area and the land depicted on the General Plan of Development for the Meadows Neighborhoods as the site for development of a bath house (but not a community building), swimming pool, a one-half basketball court and other recreational and community facilities of type and size and at the time determined by the declarant under the Meadows Declaration, which shall be constructed on or before the date specified in an agreement between DRLP and Pulte, and designated on a plat of the Meadows as the Amenity Area, together with all improvements thereto and structures and facilities thereon.

Section 1.19 "Annual Amenity Operating Costs" means the annual costs of operating, repairing, and maintaining the Amenity Area in good condition as determined on an annual basis by the Joint Committee, upon the recommendation of a professional property manager engaged by the Meadows Association, and may include, without limitation, a reserve sufficient to meet the cost of significant capital repairs, renewals and replacements.

Section 1.20 "Annual Amenity Assessment" means the pro rata share of the Annual Amenity Operating Costs to be paid by the Association based upon the total number of Lots in Clark Neighborhoods and the total number of Lots planned in Meadows Neighborhoods and which shall be included in the Association's annual budget. The initial Annual Amenity Assessment to Clark Neighborhoods shall be Forty and One Hundredths Percent (40.1%) of the Annual Amenity Operating Costs (171 Lots in Clark Neighborhoods divided by a total of 426 Lots platted or to be platted in the Clark Neighborhoods (171) and Meadows Neighborhoods (255)). If the number of Lots platted or to be platted in Meadows Neighborhoods is increased, the Annual Amenity Assessment shall be adjusted accordingly.

Section 1.21 "Clark Neighborhoods" means and refers to that certain one hundred seventy-one (171) Lot residential subdivision established by this Supplemental Declaration.

located on the Parcel and Additional Real Estate and depicted on the plats recorded as Instrument Numbers 2007-1109, 20114743 and 20124735 in the Office of the Recorder of Boone County, Indiana, and no other real estate or Lots which may have been or might later be added, annexed or made subject to the Supplemental Declaration, per the terms of the Supplemental Declaration.

Section 1.22 "General Plan of Development" means the total scheme of development and general uses of land in the Meadows as attached to the Meadows Declaration and attached hereto and made a part hereof as Exhibit B, as such may be amended from time to time in the Meadows Declaration.

Section 1.23 "Joint Committee" means and refers to that certain committee of one (1) individual designated by the Board and one (1) individual designated by the board of directors of the Meadows Association, which committee's responsibility shall be (i) to develop, with the assistance and input of a professional property manager engaged by the Meadows Association, a mutually agreed upon budget for the Annual Amenity Operating Costs, which budget shall be included in the annual budget for the Clark Neighborhoods, which budget shall be funded by a portion of each Lot's annual Parcel Assessment and paid to the Meadows Association as the Clark Neighborhoods' Annual Amenity Assessment and, (ii) from time to time, recommend, upon the recommendation of a professional property manager engaged by the Meadows Association, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements in the Amenity Area to each member's respective board of directors.

Section 1.24 "Meadows Association" shall mean *Clark Meadows at Anson Owners Association, Inc.*, an Indiana nonprofit corporation.

Section 1.25 "Meadows Declaration" means and refers to the Supplemental Declaration of Covenants and Restrictions of Clark Meadows at Anson recorded in the Office of the Recorder of Boone County, Indiana, on \_\_\_\_\_, 2013 as Instrument No. 2013 00008124, as amended from time to time.

Section 1.26 "Meadows Neighborhoods" means and refers to the planned two hundred fifty-five (255) Lot residential subdivision which was established by the Meadows Declaration and depicted on the plat for Phase I thereof recorded as Instrument Number \_\_\_\_\_ in the Office of the Recorder of Boone County, Indiana and, as such, the term "Meadows Neighborhoods", as used throughout this Supplemental Declaration, shall mean only the two hundred fifty-five (255) Lots (or a portion thereof) depicted on said plat, as may be amended from time to time, and no other real estate or Lots which have been or might later be added, annexed or made subject to the Meadows Declaration, per the terms of the Meadows Declaration."

3. Association Powers. Section 7.01 of the Supplemental Declaration is hereby deleted in its entirety and replaced by the following:

"Section 7.01 Association Powers. The Association is the applicable Supplemental Association for the Parcel and Additional Real Estate under the Master Declaration and, subject to the Master Declaration, shall have such rights, powers, duties and obligations as are set forth in the Master Declaration, this Supplemental Declaration and in the Articles, including, without limitation, all rights, powers, duties and obligations described therein with respect to any Limited General Community Area designated on the Plat of the Parcel or Additional Real Estate and, together with the Meadows Association via the budgets and recommendations provided by the Joint Committee, the Amenity Area located in the Meadows Neighborhoods, together with all rights, powers, duties and obligations that belong to it by law."

**4. Purpose of Assessment.** Section 8.03(B) of the Supplemental Declaration is hereby deleted in its entirety and replaced by the following:

"(B) Purpose of Assessment. The Parcel Assessment levied by the Association shall be used to promote the health, safety and welfare of the Owners of Lots and Occupants of Residences in the Parcel and for the improvement, maintenance, repair, replacement and operation of the Limited General Community Area and Limited Common Facilities in the Parcel and to pay (i) any costs of maintaining the General Community Area and General Common Facilities that may, pursuant to the Declaration, be allocated by the Corporation to the Association and (ii) the Annual Amenity Assessment."

**5. Special Assessment.** Section 8.06 of the Supplemental Declaration is hereby amended by adding the following at the end thereof:

"Notwithstanding the foregoing or anything contained in this Supplemental Declaration to the contrary, the Board of Directors may levy in any year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements in the Amenity Area; provided that any such Special Assessment shall have the assent of an aggregated majority or the votes of (i) the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose and, (ii) as defined in the Meadows Declaration, the Members of the Meadows Association who are voting in person or by proxy at a meeting duly called for this purpose. For an example of the foregoing voting structure, in the event that the Joint Committee recommended a special assessment be sought for the replacement of the pool liner or other capital item, both the Association and Meadows Association would present such special assessment recommendation and motion to their respective voting members. In the event that forty-five (45) out of one hundred (100) of the voting members of the Meadows Association (in person or by proxy) voted to pass the special assessment and sixty (60) out of one hundred (100) of the voting Members of the Association (in person or by proxy) voted to pass the special assessment, the matter would pass as the aggregated vote of one hundred five (105) out of the two hundred (200) votes would exceed the simple majority required. This passage of the motion would be despite the fact that the Meadows Association's members would have, if not for the foregoing exception related to special assessments for the Amenity Area, otherwise rejected the motion by not achieving the simple majority for a standard special assessment for other matters."

**6. Amendments to Declaration.** The following is added as Section 15.04 of the Supplemental Declaration:

"Section 15.04 Additional Limitations on Amendment. Notwithstanding anything contained in this Supplemental Declaration to the contrary or otherwise set forth in this Article XV or the Master Declaration, neither the Declarant nor the Association may amend this Supplemental Declaration to reduce or otherwise affect the obligation of the Association to pay the Annual Amenity Assessment without the concurring consent and authority of no less than two-thirds (2/3) of the members of the Meadows Association voting in person or proxy at a meeting duly called for such purpose."

7. No Further Amendment. Except as expressly amended hereby, the Supplemental Declaration shall remain in full force and effect without amendment.

8. Effective Date. The foregoing amendments to the Supplemental Declaration shall be effective as of the date this Second Amendment is recorded in the Office of the Recorder of Boone County, Indiana.

**[The remainder of this page is left blank intentionally]**

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first above written.

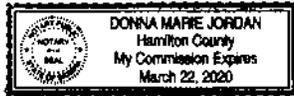
**THE NEIGHBORHOODS AT ANSON OWNERS ASSOCIATION, INC.**, an Indiana nonprofit corporation, d/b/a Clark Neighborhoods at Anson

By: *Chris Yeakey*  
Printed: CHRIS YEAKY  
President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Chris Yeakey, by me known and by me known to be the President of THE NEIGHBORHOODS AT ANSON OWNERS ASSOCIATION, INC., an Indiana nonprofit corporation d/b/a Clark Neighborhoods at Anson, who acknowledged the execution of the foregoing "Second Amendment to Supplemental Declaration of Covenants and Restrictions of Anson" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 3<sup>rd</sup> day of July, 2013.



Donna M. Jordan  
Notary Public Residing in Hamilton  
County, Indiana  
Donna M. Jordan  
Printed Name

My Commission Expires: 03-22-2020

DECLARANT:

**DUKE REALTY LIMITED PARTNERSHIP,**  
an Indiana limited partnership

By: Duke Realty Corporation,  
its general partner

By: Charles E. Podell  
Charles E. Podell,  
Senior Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Podell, by me known and by me known to be the Senior Vice President of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Second Amendment to Supplemental Declaration of Covenants and Restrictions of Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 26<sup>th</sup> day of June, 2013.



Donna M. Jordan  
Notary Public Residing in Hamilton  
County, Indiana

Donna M. Jordan  
Printed Name

My Commission Expires: 03-22-2020

This instrument prepared by Joseph P. Hawkins, Corporate Attorney, Duke Realty, 600 E. 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana 46240

**CONSENT TO SECOND AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE NEIGHBORHOODS AT ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership, is a former owner of the property described in the foregoing Second Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson and does hereby consent on behalf of itself, its successors and assigns, to the terms of the foregoing Second Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson.

DUKE CONSTRUCTION LIMITED PARTNERSHIP,  
an Indiana limited partnership

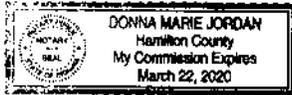
By: Duke Business Centers Corporation,  
its sole general partner

By: Charles E. Podell  
Charles E. Podell  
Senior Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Charles E. Podell, by me known and by me known to be the Senior Vice President of Duke Business Centers Corporation, an Indiana corporation, the sole general partner of Duke Construction Limited Partnership, an Indiana limited partnership, who acknowledged the execution of the foregoing "Second Amendment to Supplemental Declaration of Covenants and Restrictions of the Neighborhoods at Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 26<sup>th</sup> day of June, 2013.



Donna m. Jordan  
Notary Public Residing in Hamilton  
County, Indiana

Donna m. Jordan  
Printed Name

My Commission Expires: 03-22-2020

**EXHIBIT A-2**

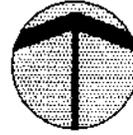
Legal Description of the Real Estate

A part of the Northwest and Southwest Quarters of Section 31, Township 18 North, Range 2 East, in Eagle Township, Boone County, Indiana being more particularly described as follows:

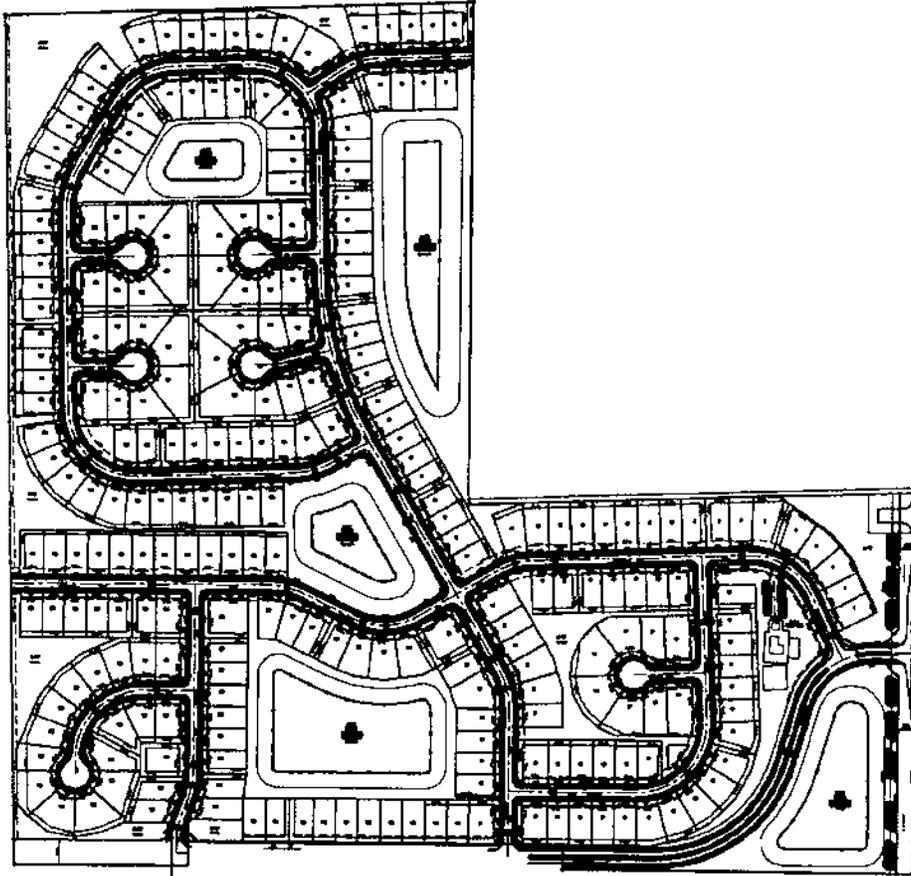
BEGINNING at the Southeast corner of said Northwest Quarter Section; thence North 00 degrees 24 minutes 14 seconds East (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) a distance of 131.20 feet; thence South 88 degrees 15 minutes 27 seconds West a distance of 1087.52 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 194.92 feet; thence North 88 degrees 15 minutes 27 seconds East a distance of 10.29 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 130.00 feet; thence South 09 degrees 43 minutes 25 seconds East a distance of 665.13 feet; thence South 85 degrees 37 minutes 21 seconds East a distance of 419.17 feet; thence South 00 degrees 21 minutes 44 seconds West a distance of 71.54 feet; thence South 89 degrees 37 minutes 32 seconds East a distance of 528.97 feet to the East line of said Southwest Quarter; thence North 00 degrees 24 minutes 48 seconds East along the East line thereof a distance of 988.92 feet to the POINT OF BEGINNING. Containing 25.000 acres, more or less.

A portion of: 021-02730-00/ 06-08-31-000-004.000-021 and  
Tax Parcels 021-02720-00/ 06-08-31-000-003.000-021 and  
021-02720-06/ 06-08-31-000-003.003-021

# EXHIBIT "B"



Assumed North



39  
25.00  
ARBOR  
HOMES

2018005718 COVE \$25.00  
06/28/2018 11:21:19A 39 PGS  
Nicole K. (Nikki) Baldwin  
Boone County Recorder IN  
Recorded as Presented



**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**OF**

**EDMONDS CREEK AT ANSON**

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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
OF  
EDMONDS CREEK AT ANSON**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") of Edmonds Creek Subdivision (hereinafter "Community" or "Edmonds Creek") is made this 10th day of January, 2018, by BEVO, LLC, an Indiana Limited Liability Company (the "**SUPPLEMENTAL DECLARANT**").

**WITNESSETH:**

**(RECITALS)**

WHEREAS, **SUPPLEMENTAL DECLARANT** is the Owner of real estate in Boone County, State of Indiana, more particularly described in **Exhibit "A"** attached and made a part hereof, comprised of approximately ± 24.29 acres; and

WHEREAS, the Real Estate is now subject to the Master Declaration of Covenants and Restrictions of Anson (the "Master Declaration"), as restated and amended from time to time; and

WHEREAS, subject to and consistent with the terms of the Master Declaration, **SUPPLEMENTAL DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as "Edmonds Creek Subdivision" as shown on **Exhibit "B"**; and

WHEREAS, **SUPPLEMENTAL DECLARANT** intends to develop the Edmonds Creek Subdivision in separate sections, all of which comprise the Edmonds Creek Subdivision, beginning with an initial section comprised of approximately ± 24.29 acres known as Edmonds Creek Section One as shown on **Exhibit "C"**; and

WHEREAS, **SUPPLEMENTAL DECLARANT** may in the future expand the Edmonds Creek Subdivision to include additional land contiguous to the land described in Exhibit A; and

WHEREAS, the Master Declaration expressly provides for the recording of Supplemental Declarations restricting and governing matters primarily of concern to specific areas, to complement and supplement the Master Declaration; and

WHEREAS, **SUPPLEMENTAL DECLARANT** desires to provide, subject to this Supplemental Declaration and the Master Declaration, a common interest community which addresses commonly owned real estate, their maintenance and other obligations, and the finances to honor these and other community obligations; and

WHEREAS, **SUPPLEMENTAL DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, **SUPPLEMENTAL DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an organization to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **SUPPLEMENTAL DECLARANT** has caused "Edmonds Creek Homeowners Association, Inc." to be incorporated under Indiana Code § 23-17-1, *et seq.*, as the referenced organization for the purpose of exercising such functions;

NOW THEREFORE, **SUPPLEMENTAL DECLARANT**, as Owner of the Initial Tract hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

## **ARTICLE I DEFINITIONS**

**Section 1.** The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;

(b) "Additional Tract" shall mean the Exhibit A real estate or additional real estate contiguous thereto, excluding the Initial Tract, which may in part or in total be made subject to this Declaration but ONLY if the Additional Tract realty is developed as a subdivision for detached single-family homes;

(c) "Amenity" shall mean any facilities that may be constructed by the Declarant on Limited Common Areas for the exclusive use of Owners.

(d) "Applicable Date" or "Turnover Date" shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **SUPPLEMENTAL DECLARANT** relinquishes control of the governance of the Supplemental Association as detailed on Article IV;

(e) "Articles" shall mean and refer to the Articles of Incorporation of the Supplemental Association, as the same may be amended from time to time;

(f) "Supplemental Association" (also known as "HOA") shall mean and refer to Edmonds Creek Homeowners Association, Inc., an Indiana corporation organized under Indiana Code § 23-17-1, *et seq.*, which **SUPPLEMENTAL DECLARANT** has caused to be incorporated under said name, and its successors and assigns;

(g) "Board" or "Board of Directors" shall mean and refer to the governing body of the Supplemental Association elected, selected or appointed as provided for in the Articles, Bylaws and this Supplemental Declaration;

(h) "Bylaws" shall mean and refer to the Code of Bylaws of the Supplemental Association, as the same may be amended from time to time;

(i) "Committee" shall mean and refer to the "Edmonds Creek Architectural Control Committee", the same being the committee or entity established pursuant to Article IX, of this Declaration for the purposes therein stated;

(j) "Common Areas" denominated by such title on recorded plats of this community and will ultimately be transferred in legal title to the Supplemental Association by the **SUPPLEMENTAL DECLARANT** and thereafter be commonly owned by the Supplemental Association. Common areas limited in use to less than all of the owners, if any, are labeled "Limited Common Area." All common areas not labeled Limited Common Area are General Common Areas available to all lot owners in the project.

The Supplemental Association at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon, including but not limited to landscaping, to provide utilities thereto with the attendant responsibility to care for and maintain same. Illustrative of such areas are the common areas denominated as such on Exhibit B.

The **SUPPLEMENTAL DECLARANT** expects to convey legal title to Common Areas to the Supplemental Association as soon after the Applicable Date as any related mortgage of **SUPPLEMENTAL DECLARANT** thereon is satisfied in full but reserves the right to transfer such title earlier in **SUPPLEMENTAL DECLARANT's** sole discretion. **SUPPLEMENTAL DECLARANT** reserves the right to relocate and/or reconfigure the open space or common areas as precise engineering for the site may dictate;

(k) "Common Expenses" shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in this Supplemental Declaration;

(l) "Community or Project" refers to the Edmonds Creek area depicted on Exhibit B as it is developed and as it continues to exist after the Applicable Date;

(m) "**SUPPLEMENTAL DECLARANT**", ALSO KNOWN AS "**DEVELOPER**", SHALL MEAN AND REFER TO **BEVO, LLC**, AN INDIANA LIMITED LIABILITY COMPANY, AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **SUPPLEMENTAL DECLARANT**; WITH **ARBOR HOMES, LLC** BEING DESIGNATED AS A **SUPPLEMENTAL DECLARANT** WITH ALL ASSOCIATED EXERCISE OF RIGHTS REGARDING MATTERS DETAILED IN THIS DECLARATION SO LONG AS **ARBOR HOMES, LLC** REMAINS THE SOLE BUILDER IN THE "INITIAL TRACT" AND THE "ADDITIONAL PROPERTY" MADE SUBJECT TO THIS DECLARATION. FAILURE OF **ARBOR HOMES, LLC** TO SATISFY THIS CONDITION SHALL REINSTATE **SUPPLEMENTAL DECLARANT** AS SOLE **SUPPLEMENTAL DECLARANT** FOR ALL PURPOSES UNDER THIS DECLARATION, INCLUDING ANY OTHERWISE DESIGNATED AS DELEGATED TO **ARBOR HOMES, LLC**;

(n) "Dwelling Unit" shall refer to a single free-standing residential structure on an individual lot or multiple lots;

(o) "Initial Tract" shall refer to the Exhibit C real estate to be platted as Edmonds Creek Section One, and shall be comprised of 56 Lots;

(p) "Lot" means any plot of ground designated as such upon the recorded Final Plat of Edmonds Creek, and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(q) "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. In addition, **SUPPLEMENTAL DECLARANT** may construct Amenities in future sections. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **SUPPLEMENTAL DECLARANT** and after the Applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Areas and any dedicated common access thereto, including amenities, if any. This area shall not include easement areas across lots, which maintenance shall be the responsibility of the respective lot owners.
- (2) The identification walls at the Community entrances and complimentary landscaping and possibly water and electric service for such identification within easements designated on recorded plats.
- (3) If the **SUPPLEMENTAL DECLARANT** or the HOA after the Applicable Date contracts, under lease, with an electric utility to install street lighting in Edmonds Creek the lease payments shall be a common expense;

(r) "Master Assessment" mean any assessment imposed by the Master Association.

(s) "Master Association" means the Anson Governing Association, Inc., an Indiana nonprofit corporation, its successors and assigns as described in the Master Declaration.

(t) "Member" means a Member of the Supplemental Association;

(u) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(v) "Open Space Areas/Common Areas" means any General Community Areas (as defined within the Master Declaration) within the Real Estate;

(w) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(x) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(y) The "Real Estate" shall mean and refer to the parcel of real estate in Boone County, Indiana, described in Exhibit "A" attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration;

(z) The description of "Edmonds Creek, Section One" consists of fifty-eight (58) Lots numbered 1 through 24, 54 through 78 and 99 through 107, inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

Lot \_\_\_\_\_ in Edmonds Creek at Anson, Section One, a subdivision in Boone County, Indiana, as per plat thereof, recorded \_\_\_\_\_, 2017 as Instrument # \_\_\_\_\_ in the Office of the Recorder of Boone County, Indiana.

(aa) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(bb) "Rules and Regulations" are the rules and regulations relative to the use, occupancy, operation and enjoyment of individual Lots that are subject to this Supplemental Declaration.

**Section 2.** Other terms and words defined elsewhere in this Supplemental Declaration shall have the meanings herein attributed to them.

**ARTICLE II  
DECLARATION**

**SUPPLEMENTAL DECLARANT** hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as Covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **SUPPLEMENTAL DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **SUPPLEMENTAL DECLARANT**, the Committee and of the Supplemental Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **SUPPLEMENTAL DECLARANT**, the Committee, the Supplemental Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

**ARTICLE III  
OBLIGATIONS OF SUPPLEMENTAL DECLARANT**

**SUPPLEMENTAL DECLARANT** has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

(a) a storm drainage system for the Initial Tract, including structures and drainage courses;

(b) at the sole discretion of the **SUPPLEMENTAL DECLARANT**, the installation in the designated easements of the subdivision identification signage and landscaping at the

entranceway to Edmonds Creek project and possible water and electric service to accommodate same;

- (c) the Common Areas described in Article I(i).

#### **ARTICLE IV SUPPLEMENTAL ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS**

**Section 1. Membership in Supplemental Association.** **SUPPLEMENTAL DECLARANT** and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Supplemental Association and shall remain a Member until such time as ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, membership 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 that Person realizes upon his security, at which time the Person shall automatically be and become an Owner and a Member of the Supplemental Association.

**Section 2. Voting Rights.** The Supplemental Association shall have the following classes of membership, with the following voting rights:

(a) **Class A.** 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 Supplemental Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Supplemental Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) **Class B.** Class B Members shall be **SUPPLEMENTAL DECLARANT** and all successors and assigns of **SUPPLEMENTAL DECLARANT** designated herein as **SUPPLEMENTAL DECLARANT** as Class B Members in a written notice mailed or delivered to the resident agent of the Supplemental Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on the Edmonds Creek Subdivision Exhibit B on all matters requiring a vote of the Members of the Supplemental Association. **THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF:**

(i) **THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE SUPPLEMENTAL ASSOCIATION; OR**

(ii) **THIRTY (30) DAYS AFTER THE DATE WHEN ALL LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE SUPPLEMENTAL DECLARANT OR AN ASSIGNEE OF THE SUPPLEMENTAL DECLARANT.**

**THE DATE DETERMINED BY SECTION 2(B) ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".**

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership for each Lot owned.

The total possible votes for Class A Members prior to the Applicable Date considering only the Initial Tract is 56, and if the Initial Tract and all of the Additional Tract described in Exhibit A is made subject to this Declaration is 107. The total votes for Class B Members prior to the Applicable Date is 428.

**Section 3. Functions.** The Supplemental Association has been formed for the purpose of providing for the administration of the Supplemental Association, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

## ARTICLE V BOARD OF DIRECTORS

**Section 1. Management.** The business and affairs of the Supplemental Association 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 a person appointed by **SUPPLEMENTAL DECLARANT** as provided in Section 2 of this Article V.

**Section 2. Initial Board of Directors.** The initial Board of Directors shall be composed of the persons designated in the Articles of Incorporation and the Bylaws (herein referred to as the "Initial Board" or "Board"), who have been or shall be appointed by **SUPPLEMENTAL DECLARANT**. Notwithstanding anything to the contrary contained in, or any other provision of, this Supplemental Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Supplemental Association occurring on or after 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 such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by **SUPPLEMENTAL 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 type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed **SUPPLEMENTAL 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 **SUPPLEMENTAL DECLARANT** determines, on all matters as to which Members of the Supplemental Association are entitled to vote under the Supplemental Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of **SUPPLEMENTAL 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 **SUPPLEMENTAL DECLARANT** to fill a vacancy, shall be deemed a Special Member of the Supplemental Association 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 Supplemental Association 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 Supplemental Association).

**Section 3. 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.

**Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date.**

(a) **Term.** Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Supplemental Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a minimum term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.

(b) **Number of Directors After Applicable Date.** The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) **Vacancies.** Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date 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 Section 5 of this Article V. 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. Any vacancy of Directorship held by a member of the **SUPPLEMENTAL DECLARANT** must be replaced by a person designated by **SUPPLEMENTAL DECLARANT**.

**Section 5. 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 or until his successor is duly elected and qualified. Any vacancy of Directorship held by a member of the **SUPPLEMENTAL DECLARANT** must be replaced by a person designated by **SUPPLEMENTAL DECLARANT**.

**Section 6. Duties of the Board of Directors.** The Board of Directors shall be the governing body of the Supplemental Association representing all of the Owners and being responsible for the functions and duties of the Supplemental Association, including but not limited to providing for the administration of the Supplemental Association, and the collection of Assessments and other income, and disbursement of the Common Expenses for both the Master Association and the Supplemental Association. After the Applicable Date, the Board may employ a 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:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses and Master Assessments;

(c) preparation of the proposed annual budget, a copy of which will be distributed, delivered and otherwise made available to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be distributed, delivered and otherwise made available to each Owner simultaneously with the distribution and publication of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the business and affairs of the Supplemental Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Supplemental Association, the Owners, any Managing Agent 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; and

(g) all duties and obligations imposed upon the Supplemental Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

**Section 7. 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:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Supplemental Association, 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;

(c) 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 Supplemental Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Supplemental Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Supplemental Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Restrictions, Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and Lots (in addition to those set forth in this Declaration) including but not limited to set and charge fees for late payment of assessments and fines for violations of Restrictions and Covenants and Rules and Regulations as the Board, as allowed by Indiana Law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Restrictions, Rules and Regulations shall require the written approval of the **SUPPLEMENTAL DECLARANT** so long as **SUPPLEMENTAL DECLARANT** owns any lot, which approval shall not be unreasonably delayed, conditioned, or withheld.

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;

(i) shall have the right to convey title of Common Area to Lot Owners to correct any overlaps or encroachments; and

(j) to borrow funds to perform its duties for the benefit of the Supplemental Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

**Section 8. Limitation on Board Action.** After the Applicable Date, the authority of the Board shall be in accordance with Indiana Code § 32-25.5-1 *et seq.*, and further limited to contracts involving a total expenditure of less than Thirty Thousand and No/100 Dollars (\$30,000.00) per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) 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.

**Section 9. 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.

**Section 10. 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 Supplemental Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Supplemental Association, 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 Supplemental Association.

**Section 11. Additional Indemnity of Directors.** The Supplemental Association 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 Supplemental Association, against the reasonable expenses, including attorney 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 relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Supplemental Association shall also reimburse to 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 Supplemental Association 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 Supplemental Association 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. All Directors shall sign a commitment of professional behavior and agreement to avoid conflicts of interest.

**Section 12. Bond.** The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Supplemental Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Supplemental Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, 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.

**Section 13. Initial Management.** Notwithstanding anything to the contrary contained in this Declaration, SUPPLEMENTAL DECLARANT shall have, and SUPPLEMENTAL DECLARANT hereby reserves to SUPPLEMENTAL DECLARANT, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Supplemental Association, until the Applicable Date. SUPPLEMENTAL DECLARANT may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, SUPPLEMENTAL DECLARANT or such Managing Agent shall be entitled to reasonable compensation for its services so long as SUPPLEMENTAL DECLARANT secures SUPPLEMENTAL DECLARANT's written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld. After the

Applicable Date, the HOA shall be required to hire a professional management company, as a Managing Agent, to perform the administration duties of the HOA, including accounting, billing, contracting and other similar duties.

**ARTICLE VI  
REAL ESTATE TAXES; UTILITIES**

**Section 1. Real Estate Taxes.** Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

**Section 2. Utilities.** Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Supplemental Association.

**ARTICLE VII  
ENCROACHMENTS AND EASEMENTS IN COMMON AREAS**

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Supplemental Association for the maintenance, use and enjoyment of such Common Areas.

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, in the Common Areas and serving his Dwelling Unit.

**ARTICLE VIII  
DELINEATION OF SUPPLEMENTAL HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS' MAINTENANCE, ETC. OBLIGATIONS**

**Section 1. Supplemental Homeowners Association Obligations.** Maintenance of the Common Areas, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Supplemental Association, however, this duty shall not include or be deemed or interpreted as a requirement that the Supplemental Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

**Section 2. Maintenance of Individual Lots.** Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Supplemental Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of Edmonds Creek Subdivision, the Supplemental Association may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Supplemental Association's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Supplemental Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein and agrees to reimburse the Supplemental Association for all legal and

administrative charges and court cost incurred to require an Owner to comply with the covenants, restrictions and rules and regulations of the Supplemental Association.

**Section 3. Damage to or Abuse of Common Area.** If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Supplemental Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

**Section 4. Access to Lots and Easements.** The authorized representatives of the SUPPLEMENTAL DECLARANT, the Supplemental Association, the Board and the Managing Agent for the Supplemental Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any Edmonds Creek subdivision plat or of any portion of the Real Estate for such purposes.

**Section 5. Storm Water Quality and Best Management Practices.** This Community has been designed and developed in accordance to the Boone County Storm Water Drainage Ordinance. As part of said ordinance, it is required to install and maintain devices known as Best Management Practices ("BMP's"). BMP's are designed to filter impurities in the storm water runoff from the community, preventing said impurities from entering into creeks, streams and rivers and are generally located near the detention ponds at the outlets of the storms sewers. Over time, as these impurities are collected within the BMP's, it will become necessary to have the impurities removed. Upon recording of the plats for the Community, the Supplemental Association shall become responsible for the operation and maintenance and any costs or fees associated with all BMP's installed in the Community.

As part of the pre-construction approval process, the Boone County requires that "BMP Operation and Maintenance Manuals" be submitted for the Community. By reference hereto, all BMP Operation and Maintenance Manuals that have been submitted are incorporated into and made a part of this Declaration. Any additional BMP Operation and Maintenance Manuals that are submitted for the Community, if any, shall also be incorporated into and made a part of this Declaration by reference.

#### **ARTICLE IX ARCHITECTURAL STANDARDS**

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals, swing sets and play sets or other play equipment), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of any residence or existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE **SUPPLEMENTAL DECLARANT** OR **ARBOR HOMES, LLC**, NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE SUPPLEMENTAL ASSOCIATION.

THIS ARTICLE MAY BE AMENDED BY **SUPPLEMENTAL DECLARANT**, BUT NOT WITHOUT THE **SUPPLEMENTAL DECLARANT'S** WRITTEN CONSENT SO LONG AS THE **SUPPLEMENTAL DECLARANT** OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.

This Committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide inadequate direction the property manager should seek guidance from the Committee and the Board of Directors.

**Section 1. Architectural Control Committee.** There shall be, and hereby is, created and established the "Edmonds Creek Architectural Control Committee" ("Committee"), consisting of **SUPPLEMENTAL DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Lots. UNTIL ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the **SUPPLEMENTAL DECLARANT**, or not more than five (5), nor less than three (3), Persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE SUPPLEMENTAL DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **SUPPLEMENTAL DECLARANT**. **SUPPLEMENTAL DECLARANT** RESERVES THE RIGHT TO DELEGATE COMMITTEE RIGHTS TO ARBOR HOMES, LLC OR ANY OTHER ENTITY AT **SUPPLEMENTAL DECLARANT'S** DISCRETION. After the sale of one hundred percent (100%) of the Lots, the Committee shall be a standing committee of the Supplemental Association, consisting of not more than five (5), nor less than three (3), Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

**Section 2. Approval Process.** The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the **SUPPLEMENTAL DECLARANT** (or the Supplemental Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Supplemental Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Lots and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval, not to be unreasonably withheld, for any building contractor selected by the Lot Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting

authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

**Section 3. Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee acting in good faith;

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee acting in good faith, be contrary to the interest, welfare or rights of all or part of other Owners; or

(d) the removal or placement of landscaping or structures in the open space preservation easements.

**Section 4. Duties of Committee.** The Committee shall approve or disapprove proposed improvements within fifteen (15) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within forty-five (45) days after submission of all required or requested information, the plans shall be deemed and presumed denied. **MUST HAVE WRITTEN APPROVAL BY COMMITTEE. NO VERBAL APPROVALS ALLOWED.**

**Section 5. No Waiver of Future Approvals.** The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

**Section 6. Variance.** The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms

of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

**Section 7. Compliance with Guidelines.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Committee from the Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by **SUPPLEMENTAL DECLARANT** or the Supplemental Association.

**Section 8. Non-Liability of SUPPLEMENTAL DECLARANT, Committee.** Neither the **SUPPLEMENTAL DECLARANT** nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee, the **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law. Neither the **SUPPLEMENTAL DECLARANT, ARBOR HOMES, LLC** nor the Committee makes any representations regarding the existence either now or in the future, of any amenity that may or may not be constructed at any point, and each of them specifically disclaims any obligation to construct any such amenity.

**Section 9. Inspection.** The Committee and the **SUPPLEMENTAL DECLARANT** and/or any property management organization's personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the **SUPPLEMENTAL DECLARANT, ARBOR HOMES, LLC**, nor any agent or contractor employed or engaged by the Committee, the **SUPPLEMENTAL DECLARANT**, or **ARBOR HOMES, LLC**, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee, the **SUPPLEMENTAL DECLARANT**, or **ARBOR HOMES, LLC** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

**Section 10. No Compensation.** Neither the Committee nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

## ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas are in addition to any other covenants or restrictions contained herein, in the Final Plat(s) of Edmonds Creek or in the Master Declaration. 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 are enforceable by an Owner, or by the Supplemental Association. In addition to any other

remedies herein provided, present or future Owners or the Supplemental Association 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 including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

**Section 1. Intentionally Omitted.**

**Section 2. SUPPLEMENTAL DECLARANT'S and the Supplemental Association's Rights to Perform Certain Maintenance and Removal.** In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **SUPPLEMENTAL DECLARANT**, until the Applicable date, and, thereafter, the Supplemental Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **SUPPLEMENTAL DECLARANT** or the Supplemental Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **SUPPLEMENTAL DECLARANT** nor the Supplemental Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

**Section 3. Ditches and Swales and Erosion Control.** It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

**Section 4. Drilling.** No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

**Section 5. Ground Elevations and Erosion Control.** It shall be the Lot Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the applicable governmental authority as evidenced upon the final construction plan for the development of this subdivision.

**Section 6. Insurance Impact.** Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

**Section 7. Landscape Easements.** There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Supplemental Declaration and for the use of **SUPPLEMENTAL DECLARANT** and the Supplemental Association for the installation, maintenance, repair and replacement of the matters detailed in Article 1(i) requiring maintenance. Except as installed and maintained by Lot Owners, pursuant to the requirements of the Supplemental Declaration, or by **SUPPLEMENTAL DECLARANT** and the Supplemental Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **SUPPLEMENTAL DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the **SUPPLEMENTAL DECLARANT** and the Supplemental Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **SUPPLEMENTAL DECLARANT** or Supplemental Association in any such "Landscape Easement". The foregoing grant of rights to the **SUPPLEMENTAL DECLARANT** shall not impose an obligation on the **SUPPLEMENTAL DECLARANT** to undertake such maintenance unless it elects to do so.

**Section 8. Maintenance of Lots and Improvements.** It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall:

- (a) Remove all debris or rubbish;
- (b) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (c) Cut down and remove dead trees;
- (d) Where applicable, prevent debris and foreign material from entering drainage areas;  
and
- (e) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**Section 9. Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited.** No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an Occupancy Permit from government is involved, the issuance thereof shall be deemed substantial completion.

**Section 10. Occupants Bound.** All provisions of the Master Declaration, Supplemental Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against

Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Master Declaration, Supplemental Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Master Declaration, Declaration, Bylaws and rules and regulations adopted pursuant thereto.

**Section 11. Quiet Enjoyment.** No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

**Section 12. Residential Use.** The Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Supplemental Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

**Section 13. Business Use.** No individual garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Real Estate, (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door to door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the

**SUPPLEMENTAL DECLARANT or ARBOR HOMES, LLC** with respect to its development and sale of the Real Estate or its use of any Lots with such entity owns within the Real Estate.

**Section 14. Firearms.** The discharge of firearms within the Real Estate is prohibited. The term "Firearms" includes bows and arrows, slingshots, "B B" guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Supplemental Association shall have no duty or obligation to take action to enforce this Section.

**Section 15. Tents, Trailers and Temporary Structures.** Except as may be permitted by the **SUPPLEMENTAL DECLARANT** or the Board during initial construction within the Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Maintenance Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period not longer than 48 hours unless otherwise consented to by the Committee.

**Section 16. Model Homes.** No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **SUPPLEMENTAL DECLARANT**.

**Section 17. Non-Applicability to Supplemental Association.** Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Supplemental Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Supplemental Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

**Section 18. Sales Office.** To the extent deemed necessary or desirable by **SUPPLEMENTAL DECLARANT or ARBOR HOMES, LLC**, they shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

**Section 19. Sanitary Waste Disposal.**

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of Boone County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one (1) foot above the lowest manhole in the Subdivision.

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, **SUPPLEMENTAL DECLARANT** shall have the right to use and maintain any Lots and

Dwelling Units owned by **SUPPLEMENTAL DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **SUPPLEMENTAL DECLARANT**), all of such number and size and at such locations as **SUPPLEMENTAL DECLARANT** in its sole discretion may determine, as **SUPPLEMENTAL 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. **SUPPLEMENTAL DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **SUPPLEMENTAL DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

## **ARTICLE XI ASSESSMENTS**

**Section 1. Annual Accounting.** Annually, after the close of each fiscal year of the Supplemental Association and prior to the date of the annual meeting of the Supplemental Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Supplemental Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

**Section 2. Proposed Annual Budget.** The Initial Board of the HOA shall establish the first annual budget and its resultant regular assessment and thereafter. Annually, on or before the date of the Annual Meeting or special meeting of the Supplemental Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing 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 or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Supplemental Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such Annual Meeting or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special 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 Supplemental Association shall be established by using generally accepted accounting principles applied on a consistent basis. After the Applicable Date, 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 Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Supplemental Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Boone 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 or special

meeting of the Supplemental Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments 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.

**Section 3. Regular Assessments.** The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his respective Lot (herein called the "Regular Assessment"). The Regular Assessment imposed by the Supplemental Association hereunder is in addition to, and not in lieu of, any assessments made by the Master Association. Notwithstanding the foregoing, the Supplemental Association may choose to collect assessments on behalf of the Master Association as a service provided to the Owners.

In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each 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 hereinabove provided. The Regular Assessment against each Lot shall be paid in annual installments payable in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Supplemental Association was initially based upon a temporary budget,

(a) 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 such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, 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

(b) if the total 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 retained by the Supplemental Association for Supplemental Association expenses but shall be taken into account in establishing the next regular assessments: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) 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 each fiscal year of the Supplemental Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Supplemental Association, 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 the 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 Supplemental Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to 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. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Supplemental Association, and neither the Board nor the Supplemental Association shall be responsible for providing any notice or statements to Owners for the same. The initial and subsequent Regular Assessment shall be adopted by the Board based on the annual expenses of the Community, including but not limited to, the cost of maintenance, utilities, professional fees, general upkeep, etc. of the Community which includes the input of **SUPPLEMENTAL DECLARANT**.

(c) **SUPPLEMENTAL DECLARANT, ARBOR HOMES, LLC AND THEIR SUCCESSORS AND ASSIGNS ARE NOT OBLIGATED FOR ANY REGULAR ASSESSMENT AND SHALL NOT BE SUBJECT TO ASSESSMENT AT ANY TIME FOR ANY AMOUNTS RELATED TO THE REPLACEMENT RESERVE FUND.**

**Section 4. 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 Articles, the Bylaws or the Act, 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, but not on Lots owned by **SUPPLEMENTAL DECLARANT, ARBOR HOMES, LLC OR THEIR SUCCESSORS AND ASSIGNS**, prorated in equal shares (herein called "Special Assessments"). 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 therefore under the circumstances described in this Declaration. **THE SUPPLEMENTAL DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE APPLICABLE DATE OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT SUPPLEMENTAL DECLARANT OR ARBOR HOMES, LLC SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS SUPPLEMENTAL DECLARANT FOR ITSELF AND ARBOR HOMES, LLC FOR ITSELF SPECIFICALLY AGREE OTHERWISE IN WRITING.**

**Section 5. Failure of Owner to Pay Assessments.**

(a) No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the

use or enjoyment of the Common Areas or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and Special Assessments should constitute a lien against the Lots and Dwelling Units thereon, but not on Lots owned by Supplemental Declarant, Arbor Homes, LLC or their successors and assigns. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Supplemental Association as a mechanic's lien on real property and enforced in like manner as mechanic liens. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the 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 a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Supplemental Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Supplemental Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorney fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by JPMorgan Chase Bank, N.A., or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in Boon County, Indiana selected by the Board) plus four percent (4%) but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit 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 the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefore. 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 or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the person personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Supplemental Association may disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Supplemental Association while Assessments are delinquent in addition to charging a reasonable late fee, as allowed by Indiana Law, per day of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding sixty (60) days for each separate nonpayment.

**Section 6. Initial Budgets and Assessments.** Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the **SUPPLEMENTAL DECLARANT** by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Until otherwise established or modified by Supplemental Declarant, the initial annual Regular Assessment shall be Three Hundred Dollars and No/100 Dollars (\$300.00).

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** with respect to any Lot or other portion of the Real Estate owned by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** while the same is owned by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** nor shall any such Assessments or Charges become a lien on any such Lot or other portion of the Real Estate owned by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** except as specifically detailed in the last paragraph of subsection 4 herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** to another Person after construction of a single family residence thereon (other than **SUPPLEMENTAL DECLARANT** to **ARBOR HOMES, LLC**), and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Supplemental Association against each Lot so conveyed by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** shall be paid by each purchaser upon such conveyance. As used herein, "**SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC**" shall include **SUPPLEMENTAL DECLARANT**, **ARBOR HOMES, LLC** and their successors or assigns as their interests may appear.

**Section 7. Initial Working Capital and Start-Up Fund.** Upon the closing of the initial conveyance of each Lot by **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC**, to another Person (other than **ARBOR HOMES, LLC** from **SUPPLEMENTAL DECLARANT**), the purchaser of such Lot shall pay to the Supplemental Association, in addition to any other amount then owed or due to the Supplemental Association, as a contribution to its working, capital and start-up fund, One Hundred Fifty Dollars and No/100 Dollars (\$150.00), which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Supplemental Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Supplemental Association for payment of, or reimbursement to **SUPPLEMENTAL DECLARANT** or **ARBOR HOMES, LLC** for advances made to pay expenses of the Supplemental Association for its early period of operation of the Real Estate, to enable the Supplemental Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board. This start-up fund shall also be applicable from any successors in title to Lots and therefore is an obligation of successor title owners to the HOA at the time of such title transfer.

**Section 8. Compliance with Indiana Code.** To the extent that these covenants are inconsistent or not fully compliant with Indiana Code § 32-25.5-3-1 *et seq.*, these covenants shall be interpreted to be in compliance therewith and the HOA shall be required to operate in compliance therewith in all respects.

## ARTICLE XII MORTGAGES

**Section 1. Notice to Supplemental Association.** Any Owner, who places a first mortgage lien upon his Lot, or the Mortgagee, may notify the Secretary of the Supplemental Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, 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 or in 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 he 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 Supplemental Association shall, upon written request of a Mortgagee who has furnished the Supplemental Association 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.

**Section 2. Notice of Unpaid Assessments.** The Supplemental Association 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 or Special Assessments or other charges against the Lot, which statement shall be binding upon the Supplemental Association 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 except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XI hereof.

## ARTICLE XIII INSURANCE

**Section 1. Insurance.** The Supplemental Association shall maintain in force adequate public liability insurance protecting the Supplemental Association against liability for property damage and personal injury. The Supplemental Association shall maintain in force adequate officers and directors insurance covering the officers and directors of the Supplemental Association. If appropriate, the Supplemental Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Supplemental Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Supplemental Association, its officers, Board members, **SUPPLEMENTAL DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Supplemental Association may maintain a fidelity bond indemnifying the Supplemental Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Supplemental Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Supplemental Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) year's assessment on all Lots in the Development, plus the Supplemental Association's reserve funds.

The Supplemental Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Supplemental Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

**Section 2. Insurance by Owners.** Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Supplemental Association.

#### **ARTICLE XIV CASUALTY AND RESTORATION**

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

If the insurance proceeds, if any, received by the Supplemental Association 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 these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Supplemental Association 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 Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Supplemental Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

## ARTICLE XV AMENDMENT OF DECLARATION

**Section 1. Generally.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. 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.

(b) **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 Article XIII of this Declaration with respect to casualty insurance to be maintained by the Supplemental Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Supplemental Association and shall be recorded in the office of the Recorder of Boone County, Indiana, and such amendment shall not become effective until so recorded.

**Section 2. Amendments by SUPPLEMENTAL DECLARANT Only.** Notwithstanding the foregoing or anything else contained herein, the SUPPLEMENTAL DECLARANT shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Supplemental Association, 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 SUPPLEMENTAL DECLARANT records the modification in the Office of the Recorder of Boone County, Indiana, and 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 Association, the Department of Housing and Urban Development, the Veterans 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 governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed

by such agencies or entities, to subject additional property to these restrictions, (e) to annex additional real estate to the Development, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **SUPPLEMENTAL DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 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 **SUPPLEMENTAL DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **SUPPLEMENTAL DECLARANT** to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the **SUPPLEMENTAL DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

#### **ARTICLE XVI ACCEPTANCE AND RATIFICATION**

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Supplemental Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Articles, the Bylaws and rules, regulations and guidelines, 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 bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Supplemental Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

#### **ARTICLE XVII 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, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Supplemental Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

**ARTICLE XVIII  
BENEFIT AND ENFORCEMENT**

**Section 1. Covenants Appurtenant to Land.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after both the applicable date and a minimum of fifteen (15) years from recording, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Lot Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

**Section 2. Prosecution of Violations.** It shall be lawful for the Supplemental Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Supplemental Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Supplemental Association may as respects an Owner who violates these restrictions and/or Rules and Regulations, after written notice to the Owner detailing the nature of the violation with a time period established by the Supplemental Association to cure or conform, disqualify the voting rights and right to hold office while the violation continues and may further in the Board's sole discretion, an additional charge shall be fined, as allowed by Indiana Law. This fine, if not paid when required, will be processed in the same manner as Assessments.

**ARTICLE XIX  
MISCELLANEOUS**

**Section 1. Costs and Attorney Fees.** In any proceeding arising because of failure of an Owner to make any payments required by this Supplemental Declaration, the Articles or the Bylaws, or to comply with any provision of this Supplemental Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Supplemental Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

**Section 2. 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 Areas or by abandonment of his Lot or Dwelling Unit.

**Section 3. Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Supplemental Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Supplemental Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non-enforcement of one provision does not affect the enforcement of another.

**Section 4. Pronouns.** Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

**Section 5. Interpretation.** The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Supplemental 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.

**Section 6. Delegation of Use of the Common Areas.** Any Member may delegate, in accordance with provisions of this Supplemental Declaration and the rules or regulations promulgated by the Supplemental Association, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot.

**Section 7. The Plat.** The Final Plat of the realty of Edmonds Creek, Section One, that is the Initial Tract in this Supplemental Declaration, is being recorded contemporaneously herewith in the Office of the Recorder of Boone County, Indiana.

**Section 8. Grievance Resolution.** Any grievance between and among the Members and the Board or any member thereof shall first be subject to discussion between the involved parties at a meeting held specifically for that purpose, and if unsuccessful referred to mediation. Only after unsuccessful discussions and determination by the mediator that further mediation would be fruitless, the parties may then submit their grievance to a court of competent jurisdiction to resolve the grievance.

IN WITNESS WHEREOF, **Arbor Investments, LLC**, by its duly authorized Member, **SUPPLEMENTAL DECLARANT** herein, has executed this Supplemental Declaration on the day and year first hereinabove set forth.

**COPY**

**BEVO, LLC**

By *C.A. Rector*  
Curtis A. Rector, Manager

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Curtis A. Rector, Manager of Arbor Investments, LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 14 day of June, 2018.

My Commission Expires:

*Kristen Harris Trimpe*  
Notary Public

May 24, 2024

Printed Kristen Harris Trimpe

Resident of Hamilton County



IN WITNESS WHEREOF, **DECLARANT** Duke Realty Limited Partnership, pursuant to Section 33 of the Master Declaration, states that Declarant has reviewed this Supplemental Declaration and consents to its recording.

**DECLARANT**

**DUKE REALTY LIMITED PARTNERSHIP,**  
an Indiana limited partnership

By: Duke Realty Corporation,  
its general partner

By: [Signature]  
Mark Hosfeld  
Vice President, Leasing & Development

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON )

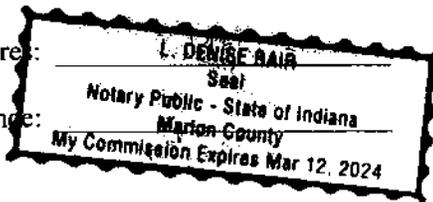
Before me, a Notary Public in and for said County and State, personally appeared Mark Hosfeld, by me known and by me known to be the Vice President, Leasing & Development of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, who acknowledged the execution of the foregoing document on behalf of said partnership.

WITNESS my hand and Notarial Seal this 26th day of June, 2018.

[Signature]  
Notary Public  
L. Denise Bair  
(Printed Signature)

My Commission Expires:

My County of Residence:



Prepared by:  
Tom Bedsole with  
Frost, Brown and Todd

"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."

NAME: [Signature]  
Todd Schaefer

**EXHIBIT A**  
**Land Description**

(Edmonds Creek Overall)

See Plats in the Boone County Recorder, Indiana

Edmonds Creek @ Anson Section 1, Whitestown IN #2017006453 recorded 7-11-2017  
And  
Edmonds Creek @ Anson Section 2, Whitestown IN #2017010441 recorded 10-31-2017

**EXHIBIT B**

Community Depiction

**POOR QUALITY  
PAGE**

