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Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
07-21-2006 At 03:15 pm.
COVENANTS 54.00

**SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
ANSON
THE BUSINESS DISTRICT AT ANSON**

This Supplemental Declaration, dated as of the 11 day of July, 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 liability 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 "Parcel").
- B. 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 on January 11, 2006 as Instrument Number 200600000262, as amended from time to time (the "Master Declaration").
- C. Declarant, with the consent of DCLP, intends to convey portions of the Parcel as Lots upon each of which one or more Attached Living Units, Multifamily Structures, Multiuse Structures and Nonresidential Units may be constructed.

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

- 1. 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:

"Architectural Control Assessment" means an Assessment made pursuant to Paragraph 5(c) of this Supplemental Declaration.

"Articles" means the Articles of Incorporation of the Association, as amended from time to time.

CHICAGO TITLE

"Association" means The Business District at Anson Owners Association, Inc., an Indiana nonprofit corporation.

"Board of Directors", "Board" and "Directors" each means the Board of Directors of the Association.

"Building Activity" means any activity or undertaking on a Lot of a type described in the first sentence of Paragraph 6(c) of this Supplemental Declaration.

"By-Laws" means the Code of By-Laws of the Association, as amended from time to time.

"Building Guidelines" means architectural, landscaping, lighting, fencing, recreational facility and signage design guidelines, standards and requirements for Building Activity on the Parcel adopted by Declarant (including the Design Handbook) or the Design Review Board.

"Common Parking Lots" means only those Common Parking Lots located in the Parcel.

"Corporation" means Anson Governing Association, Inc., an Indiana nonprofit corporation.

"Design Review Board" means that entity established pursuant to Paragraph 6 of this Supplemental Declaration.

"Encroachment" means the encroachment upon a Lot, public right-of-way or Limited General Community Area by any Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit or any stoop, porch, steps, arcade, overhang or other structure or improvement constituting a part thereof or an appurtenance thereto as a result of the construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit substantially in accordance with a Lot Development Plan approved by the Design Review Board, or as a result of the settling or shifting thereof.

"Limited Common Facilities" means only those Limited Common Facilities Located in the Parcel or in public rights-of-way adjacent to the Parcel.

"Limited General Community Area" means only that Limited General Community Area (including any Limited Common Facilities, Common Parking Lots and Private Streets) located in the Parcel or in public rights-of-way adjacent to the Parcel. ®

"Lot" means a Lot located in the Parcel.

"Member" means a member of the Association.

"Owner" means any Person, including Declarant, who at any time owns the fee simple title to a Lot.

"Parcel Applicable Date" means earlier of (i) the date that Declarant has voluntarily relinquished its rights as the Declarant under this Supplement Declaration, as established in a written notice to the Association or (ii) the date that Declarant and/or DCLP no longer owns any portion of the Parcel that is not Limited General Community Area. The document by

which Declarant establishes the Parcel Applicable Date may allow Declarant to reserve the rights to require Declarant's prior written approval of certain actions by the Association.

"Parcel Service Unit" means Declarant's good faith measure of a quantitative indicator of the degree of the assumed demand of a Lot or Unit (including a Horizontal Property Regime) for services subject to the Parcel Assessment.

"Parcel Total Estimated Costs" means the annual amount, estimated by the Association, sufficient to meet the obligations imposed by the Master Declaration and this Supplemental Declaration upon the Association.

"Private Street" means only those Private Streets located on the Parcel.

2. 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.

3. Common Parking Lots and Private Streets; Snow Removal.

(a) Ownership. The Common Parking Lots and Private Streets in the Parcel shall remain private, and neither Declarant's execution or recording of an instrument portraying such Common Parking Lots or Private Streets, 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 such Common Parking Lots and Private Streets.

(b) Use of Common Parking Lots. Each Owner of a Lot abutting a Common Parking Lot, its tenants, customers and invitees shall have a non-exclusive right to park in such abutting Common Parking Lot subject to such reasonable regulations as may be established from time to time by the Association. Such regulations may include, but need not be limited to, designation of employee parking spaces, assignment of reserved parking spaces, limitations on the types of vehicles which may park in the Common Parking Lot and the length of time a vehicle may remain parked therein, and periodic closure of the Common Parking Lot to avoid any claim that such facility has been dedicated to the public. The Common Parking Lots may also be used by Persons making use of any Anson Community Buildings located in the Parcel.

(c) Maintenance of Common Parking Lots. The Association shall maintain the Common Parking Lots located in the Parcel, including the exterior and interior landscaping required by the Zoning Ordinance, and the Maintenance Costs thereof shall be assessed as a Parcel Assessment against all Lots which derive a substantial benefit from the availability of parking in the Common Parking Lot. In determining substantial benefit, it shall be presumed that all Owners of abutting Lots derive substantial benefit from the Common Parking Lot unless parking areas located exclusively on an Owner's Lot meet the minimum on-site parking requirement specified in the Zoning Ordinance for the use then being made of such Lot. Where a Common Parking Lot serves an Anson Community Building, a proportionate share of the Maintenance Costs of the Common Parking Lot (determined on the basis of the number of parking spaces required by the Zoning Ordinance for the Anson Community Building in relation to all parking spaces in the Common Parking Lot) shall be allocated to the Corporation and included in the General Assessment against all Lots subject to Assessment.

(d) Maintenance of Private Streets. Each Private Street shall be maintained by the Association in good condition satisfactory for the purpose for which it was constructed. The Maintenance Costs incurred by the Association in maintaining a Private Street shall be assessed as a Parcel Assessment against all Lots whose means of vehicular access to a public right-of-way, as reasonably determined by the Association, is over and across such Private Street. Estimated Maintenance Costs, including a contribution to a reserve fund for future maintenance, repair and replacement of Private Streets, shall be included in each annual budget of the Association.

(e) Snow Removal. The Association may, but shall not be obligated to, remove snow and ice from any public right-of-way within the Parcel, and the costs thereof shall be Maintenance Costs and assessed as a Parcel Assessment against all Lots in the Parcel subject to such Assessment.

(f) Reserved Rights of Declarant. Declarant reserves the right for itself and the Association to reconfigure the Common Parking Lots from time to time, which reconfiguration may increase or decrease the number of parking spaces available, provided, however, that no such reconfiguration shall reduce the number of available parking spaces below the minimum number required by the Zoning Ordinance for the uses then being made of the Lots which depend on the Common Parking Lot to meet the off-street parking requirements of the Zoning Ordinance.

(g) Conveyance of Title. Declarant may retain the legal title to the Common Parking Lots and Private Streets until the Parcel Applicable Date, but notwithstanding any provision herein, the Declarant hereby covenants that it shall, not later than the Parcel Applicable Date, convey the Common Parking Lots and Private Streets to a Permitted Title Holder, free and clear of all liens and other financial encumbrances and the lien for taxes not yet due and payable, but subject to the Master Declaration and this Supplemental Declaration.

4. The Business District at Anson Owners Association, Inc.

(a) 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.

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

(c) Classes of Members. The Association shall have a single class of Members.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

(e) Maintenance Standards. The Association shall maintain the Limited General Community Area 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 commercial center. Grass, trees, shrubs and other plantings located on the Limited General Community Area 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 commercial center

(f) 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 the Limited General Community Area.

(g) Limitations on Action by the Association. Unless at least 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.

(h) 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.

5. 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 Association the following: (1) Parcel Assessments, (2) Architectural Control Assessments (to the extent levied) and (3) Special Assessments, such Assessments to be established and collected as hereinafter provided. The Assessments described in the preceding sentence are in addition to Assessments imposed under the Master Declaration.

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, or if a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then, in either such event, so long as the consolidated or divided Lot is used in its entirety by one or more Owners of contiguous Lots, the vacated or divided Lot(s) shall cease to be Lot(s) for purposes of Assessments under this Paragraph 5.

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.

(b) Parcel Assessment.

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

(ii) Calculation of Assessment. In addition to the Parcel Assessments that may be assessed against particular Lots pursuant to Paragraphs 3(c) and 3(d), each Lot or Unit in the Parcel shall be assessed an amount equal to (i) the Parcel Total Estimated Costs, divided by (ii) the total number of Parcel Service Units, multiplied by (iii) the number of Parcel Service Units attributable to the Lot or Unit in accordance with clause 5(b)(iii) of this Supplemental Declaration.

(iii) Basis for Assessment.

(1) Unimproved Residential Lots and Attached Living Units. One (1) Parcel Service Unit shall be attributed to each unimproved Residential Lot and each Attached Living Unit.

(2) Nonresidential Lots.

(A) One Parcel Service Unit for every three (3) acres or fraction thereof shall be attributed to each unimproved Nonresidential Lot.

(B) One Parcel Service Unit for every two thousand (2,000) square feet or fraction thereof of building improvements thereon shall be attributed to each Lot improved with a Multifamily Structure, Multiuse Structure or Nonresidential Unit. For such purposes, square footage is determined by the plans submitted for approval to the Design Review Board, and is subject to adjustment upon completion of construction of the Multifamily Structure, Multiuse Structure or Nonresidential Unit.

(3) Condominiums. Every Condominium, whether an Attached Living Unit or part of a Multifamily Structure or Multiuse Structure, to each Lot improved with a Horizontal Property Regime, shall be assessed through the horizontal property regime association having jurisdiction thereof, provided that each Condominium shall be subject to the lien therefore in the amount of the Parcel Assessment allocable to it.

(4) Lots Owned by a Permitted Title Holder. Notwithstanding the foregoing provisions of this subparagraph (iii), no Lot owned by a Permitted Title Holder shall be assessed by the Association 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) Lots Owned by Declarant or DCLP. Notwithstanding the foregoing provisions of this subparagraph (iii), prior to the Parcel Applicable Date, the Declarant may satisfy the obligation for assessments on Lots or Units owned by Declarant and Lots or Units owned by DCLP either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of the assessments levied on all other Lots and Nonresidential Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notifies the Board of Directors in writing at least thirty (30) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied by cash or by "in kind" contributions of services or materials, or by a combination thereof. After the Parcel Applicable Date, Declarant and DCLP shall pay assessments on Lots or Nonresidential Units owned by them in the same manner as any other Owner.

(6) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by (i) two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of Members duly called for this purpose; provided, however, if a proposed change would adversely affect the Owners of a particular class of property, such change in the basis for assessment may be made only if approved by a majority of the Owners adversely affected.

(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 Parcel Assessment for each assessment year of the Association at an amount sufficient to meet the Parcel Total Estimated Costs. The Board of Directors shall establish the date(s) the Parcel Assessment shall become due, and the manner in which it shall be paid.

(c) Architectural Control Assessment. If any Owner or Person acting for and on behalf of, or pursuant to the authorization or acquiescence of, an Owner fails to comply with the Building Guidelines or other requirements for construction of improvements, landscaping, lighting, signage and other Building Activities or maintenance of a Lot (including but not limited to the filing of a Lot Development Plan) or any other Restriction set forth in this Supplemental Declaration, then the Association may, upon not less than thirty (30) days prior written notice to the Owner of such Lot at the address for mailing of real property tax statements, levy against the Lot owned by such Owner an Architectural Control Assessment in an amount determined by the Board of Directors which does not exceed One Thousand Dollars (\$1,000.00) for each day that such failure continues after written notice thereof is given by Declarant or the Association to such Owner. Such Architectural Control Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in subparagraph (f) below. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to Declarant, the Corporation and/or the Association provided in the Master Declaration or this Supplemental Declaration, at law or in equity in the case of the failure of an Owner to comply with the provisions of the Master Declaration, a Supplemental Declaration, or the Building Guidelines.

(d) Special Assessment. The Board of Directors may annually prepare a capital reserve budget, which shall take into account the number and nature of the Limited General Community Area, including fixtures and personal property relating thereto or any Limited Common Facilities located on the Parcel, the expected life of each asset, and the expected repair or replacement cost. In addition to such other Special Assessments as may be authorized herein, the Association may levy in any fiscal

year a capital reserve Special Assessment in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital reserve budget. Any Special Assessment pursuant to this subparagraph (d) shall be allocated equally among all Lots in the Parcel.

(e) Date of Commencement of Assessments. The Parcel Assessment shall commence with respect to assessable Lots within the Parcel on the first day of the month following conveyance of the first Lot in the Parcel to an Owner who is not Declarant or DCLP. The initial Parcel Assessment on any assessable Lot shall be adjusted according to the days remaining in the month in which the Lot became subject to assessment.

(f) Effect of Nonpayment of Assessments; Remedies of the Association. 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 Association 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 Association in collecting such Assessment. 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 escape liability for the Assessments provided for herein by nonuse of the Limited General Community Area or by abandonment of its 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 Association shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments by the Association on a Lot have been paid or that certain of 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 fiscal year, which shall provide for 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.

(j) Initial Assessment. In addition to the Assessments under this Supplemental Declaration, each Owner other than Declarant or DCLP shall be required to pay to the Corporation the Initial Assessment in the amount and at the time provided in the Master Declaration.

6. Architectural Control and Construction.

(a) The Design Review Board. A Design Review Board consisting of at least three (3) members shall be established by the Board of Directors of the Association. Prior to the Parcel Applicable Date, the members of the Design Review Board shall be appointed by Declarant. Thereafter, a majority of the members of the Design Review Board shall be appointed by the Board of Directors of the Corporation and the other member(s) shall be appointed by the Board of Directors of the Association.

(b) Purpose. The Design Review Board shall regulate the external design, appearance, use, location and maintenance of the Parcel and of all improvements thereon in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography consistent with the design theme of the Parcel established by Declarant, to implement the development standards and guidelines set forth in the Zoning Ordinance and to assure compliance with the Design Handbook and the Building Guidelines established by Declarant for the Parcel.

(c) Building Activity. Except as otherwise expressly provided in this Supplemental Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, installation or modification of signage, advertising or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to another Owner (including, but not limited to, (i) construction, erection or alteration of any Unit, other building, fixture, equipment, fence, wall, parking area, or other structure on a Lot, or (ii) any plantings, other landscaping or exterior lighting on a Lot, or (iii) the installation or alteration of any signage on any Lot or Unit, shall be made or done without the prior approval of the Design Review Board of a Lot Development Plan therefor. Prior to commencement by any Owner other than Declarant of any Building Activity, a Lot Development Plan with respect thereto shall be submitted to the Design Review Board, and no Building Activity shall be commenced or continued by any Person other than Declarant without the prior written approval of the Design Review Board of a Lot Development Plan relating to such Building Activity. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Parcel, and no Owner shall undertake any Building Activity within the Parcel unless all legal requirements have been satisfied. Approval by the Design Review Board of a Lot Development Plan shall not be deemed to imply compliance with approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Parcel. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Design Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

(d) Procedures. In the event the Design Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such plan has been duly filed with the Design Review Board in accordance with procedures established by Declarant or, subsequent to the Parcel Applicable Date, the Board of Directors, approval will be deemed denied. A decision of the Design Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors which may reverse or modify such decision (including approving a Lot Development Plan deemed denied by the failure of the Design Review Board to act on such plan within the specified period) by a two-thirds (2/3) vote of the Directors then serving.

(e) Building Requirements and Guidelines. The Owners of Lots in the Parcel shall at all times comply with the Building Guidelines adopted by Declarant or the Design Review Board. The Design Review Board shall have the power to establish and modify from time to time such Building Guidelines written architectural, landscaping, lighting, fencing, recreational facility and signage design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of the Master Declaration, this Supplemental Declaration, the Zoning Ordinance or, prior to the Parcel Applicable Date, the Building Guidelines established by Declarant. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving. The Building Guidelines may

establish different standards and requirements for various Lots in the Parcel based on the size, location and use of such Lots and the improvements to be located thereon.

(f) Application of Guidelines and Standards. The Design Review Board shall apply the Building Guidelines in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Design Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Design Review Board if resubmitted. Notwithstanding the foregoing, the Design Review Board shall have the right to disapprove any signage which in its absolute unfettered discretion it deems inappropriate and such disapproval may be based solely on aesthetic considerations.

(g) Design Consultants. The Design Review Board may utilize the services of architects, engineers and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants are affiliated with Declarant or a Designated Builder or may, from time to time, represent Persons filing Lot Development Plans with the Design Review Board.

(h) Existing Violations of Supplemental Declaration. The Design Review Board shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of the Master Declaration, this Supplemental Declaration and/or the provisions of the Zoning Ordinance, unless such Owner submits to the Design Review Board with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Board may reasonably require) to remove from the Owner's Lot any improvements, landscaping, exterior lighting or signage constructed and/or installed prior to the submission of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed and/or installed improvement, landscaping, exterior lighting or signage is not subsequently approved by the Design Review Board. The Design Review Board shall have the power to recommend to the Board of Directors that the Association assess an Architectural Control Assessment against any Owner who fails to comply with the requirements of this Supplemental Declaration or the provisions of the Zoning Ordinance. Under no circumstances shall any action or inaction of the Design Review Board be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot Development Plan for approval by the Design Review Board has violated this Supplemental Declaration or the provisions of the Zoning Ordinance and such violation remains uncured.

(i) Exercise of Discretion. Declarant intends that the members of the Design Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), 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 Design Review Board and in any action initiated to enforce this Supplemental Declaration in which an abuse of discretion by the Design Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.

(j) Liability of Board. Neither the Design Review Board, or any member or agent thereof, nor Declarant or DCLP shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board 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.

(k) **Construction.** All Building Activity shall be undertaken and completed strictly in accordance with the Building Guidelines and the Lot Development Plan approved by the Design Review Board. Unless a delay is caused by strikes, war, court injunction or acts of God, the Owner of any Lot which on the date of purchase from Declarant is not improved with an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit shall commence construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit upon the Lot within one (1) year from the date the Owner acquired title thereto and shall complete construction thereof within two (2) years after the date of commencement of the building process. Without limiting the foregoing, once commenced, all construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit shall be diligently pursued to completion. If the Owner fails to commence or complete construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit within the time periods specified herein, or if the Owner should, without Declarant's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of, the Lot before completion of construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit on the Lot, then, in any of such events, Declarant may:

(i) re-enter the Lot and divest the Owner of title thereto by tendering to the Owner or to the Clerk of the Circuit Court of Boone County the lesser of (a) the same net dollar amount as was received by Declarant from such Owner as consideration for the conveyance by Declarant of the Lot, together with such actual costs, if any, as the Owner may prove to have incurred in connection with the commencement of construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit on the Lot and (b) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by qualified appraisers appointed by the Judge of the Circuit or Superior Court of Boone County;

(ii) obtain injunctive relief to force the Owner to proceed with construction of any Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit, a Lot Development Plan for which has been approved by the Design Review Board upon application by such Owner; or

(iii) pursue such other remedies at law or in equity as may be available to Declarant.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Design Review Board of a Lot Development Plan shall not relieve such Owner from his obligation to complete construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit upon the Lot within the time period specified herein. For the purposes of this subparagraph (k), construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit will be deemed "completed" when the exterior of the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway, landscaping and yard light) has been completed in conformity with the Lot Development Plan.

(l) **Inspection.** Members of the Design Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

7. Minimum Hours of Operation. Prior to the Parcel Applicable Date, Declarant may, from time to time, by recorded instrument, establish minimum hours of operation by Owners or Occupants of Retail Facilities located in the Parcel. Following the Parcel Applicable Date, the Board of Directors of the Association may, from time to time, by recorded instrument, establish such hours unless a deed to a Lot contains a covenant on the part of Declarant not to establish such hours with respect to operations by the grantee designated in such deed, or its successors.

8. Master Marketing. The Association may establish a master marketing budget and include the amount thereof in the annual budget and the Parcel Assessment; provided, however, that (a) any such Assessment shall be levied only against Lots on which a Retail Facility is located and (b) the amount of such master marketing budget must be approved by not less than a majority of the Owners of Lots which would be subject to assessment for such purpose.

9. Restrictions on Use.

(a) Exclusive Uses. Declarant by deed, lease or other instrument may grant to any Owner or Occupant the exclusive right to the use in the Parcel of a Retail Facility for one or more specified retail purposes (an "exclusive use"), and no other Owner or Occupant shall use any Retail Facility for a use that constitutes an exclusive use if notice of the exclusive use is contained in an instrument of record; provided, however, that no Owner or Occupant shall be restricted in its use of a Retail Facility for a retail purpose (the "conflicting use") as a consequence of an exclusive use, notice of which was first placed of record subsequent to the commencement of such conflicting use by the Owner or Occupant.

(b) Prohibited Uses. No Lot, Unit or other structure shall be used for any of the following uses or purposes:

(i) a Living Unit other than Attached Living Units or Living Units that are part of a Multifamily Structure or a Multiuse Structure;

(ii) junk or salvage yards; unscreened outside storage of materials or supplies; trailer carts; labor camps; distillation of bones; dumping, disposal, incineration or reduction of garbage; dead animals or refuse; fat rendering; stockyard or slaughter of animals; smelting of iron, tin, zinc or other ores; refining of petroleum or of its products; cemeteries or mausoleums; jail, penal, detention or correction farms; gasoline service stations; temporary or portable sawmill; community fair; noncommercial club or lodge; privately operated sanitary landfill, sewage or treatment plant; boarding and breeding kennels; temporary religious meetings; construction contractor; funeral home; sanatorium, convalescent, rest or retirement home; adult bookstore or other establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; game room or arcade; off-track betting parlor; pawn shop; flea market; recycling facility; auditorium; sports or other entertainment viewing facility; dance hall or night club; billiard parlor; or bars and lounges;

(iii) unless approved in advance by the Design Review Board, commercial or other advertising, or television or other transmission tower;

(iv) any use which, in the ordinary course of business, creates an actionable nuisance to, or trespass against, any adjoining Lot, its owners, lessees or sublessees;

(v) any use which would create a substantial likelihood of waste to any Lot or Limited General Community Area;

(vi) any dangerous or unsafe use such as, for illustration purposes only, the use or storage of explosives;

(vii) any use which involves the generation, treatment, storage or disposal of Hazardous Substances in violation of Environmental Laws, or which poses a substantial risk of release of any Hazardous Substances into the ground, air, surface water, ground water or any other medium;

(viii) any other use prohibited by the Zoning Ordinance; or

(ix) parking or use of a vehicle in such a way as to function as a sign, including the parking of any vehicle, trailer or similar movable structure containing or supporting any signage between the right-of-way line and any public street and forward of the front building line of any Lot, with the exception of (w) vehicles actively involved in construction on or serving of the site; (x) vehicles delivering products to the site in designated loading areas; (y) vehicles parked in designated truck parking areas of a development that have been screened from or are not generally visible from the public right-of-way; or (z) passenger vehicles, pick-up trucks, and vans of a size that can fully fit within a standard parking space, containing signs painted on or permanently affixed on the doors or integral body panels that do not exceed sixteen (16) square feet in area.

(c) Change of Use. Without the prior approval of the Design Review Board, which approval shall not be unreasonably withheld, no previously approved Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit shall be used for any purpose other than that for which it was originally approved.

(d) Change of Zoning. No Owner shall seek to rezone its Lot or seek to modify or amend in any respect the zoning applicable to its Lot without the prior written approval of the Design Review Board. Declarant reserves the right to rezone the portion of the Parcel then owned by Declarant or have the existing zoning applicable to the portion of the Parcel then owned by the Developer modified or amended without the consent of the other Owners but subject to the other terms, conditions and restrictions of the Master Declaration and this Supplemental Declaration.

(e) Temporary Structures. No temporary building, trailer, garage, or building under construction, or other temporary improvements shall be occupied or located, for any purpose, on any Lot; provided, however, with the prior written consent of the Design Review Board, which consent shall not be unreasonably withheld, a temporary "construction trailer" shall be allowed on a Lot and occupied during a period of construction upon said Lot, provided that signs painted on or permanently affixed thereto do not exceed sixteen (16) square feet in area.

10. Compliance by Occupants. Each Owner shall undertake in good faith and with due diligence to cause Occupants of Units on its Lot to comply with the Zoning Ordinance, the Master Declaration, this Supplemental Declaration and all rules and regulations duly adopted by the Corporation, the Association or the Design Review Board.

11. Encroachments. A perpetual easement is hereby created on each Lot or other parcel of land in the Parcel upon which an Encroachment exists for the benefit of the Owner of the Lot containing the improvement which constitutes the Encroachment. In the event an encroaching Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit shall be partially or totally destroyed as a result of fire or other casualty or as a result of the exercise of the power of eminent domain or a conveyance in anticipation thereof, and then rebuilt in its original configuration or substantially in accordance with a Lot

Development Plan approved by the Design Review Board, any resulting Encroachment shall be permitted and a perpetual easement therefor is hereby created for the benefit of the Owner of the encroaching structure.

12. Party Walls.

(a) General Rules of Law to Apply. Each wall that is built as a part of the original construction of an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit and placed on the dividing line between Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph 12, another Supplemental Declaration or a recorded agreement between Owners of adjoining Lots who share a party wall, the general rules of Indiana law regarding party walls shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of routine repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall unless other provision for such routine repair and maintenance is made in another Supplemental Declaration or a recorded agreement between Owners of adjoining Lots who share a party wall.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other cause, then, unless other provision for restoration is made in another Supplemental Declaration or in a recorded agreement between Owners of adjoining Lots who share a party wall, either Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, it shall contribute equally to the cost of restoration thereof unless the restoring Owner has the right to call for a larger contribution from the subsequent user under a rule of law regarding liability for negligent or willful acts or omissions, in which event the subsequent user shall make such larger contribution as may be lawfully determined.

(d) Weatherproofing. An Owner who by its negligent or willful act or omission causes the party wall to be exposed to the elements shall furnish the necessary protection against such elements and shall bear the entire cost thereof.

(e) Rights and Duties Run with Land. The rights and duties of an Owner with respect to a party wall under this Paragraph 12 shall be appurtenant to such Owner's Lot and shall pass to the successor in title of such Owner.

13. Insurance. Each Owner shall obtain and maintain with respect to all Attached Living Units, Multifamily Structures, Multiuse Structures or Nonresidential Units owned by it in the Parcel insurance with respect to such Attached Living Units, Multifamily Structures, Multiuse Structures or Nonresidential Units and related building equipment insuring against any peril included within the classification "All Risks of Physical Loss" in amounts at all times sufficient to prevent the Owner from becoming a co-insurer within the terms of the applicable policies and under applicable law, but in any event such insurance shall be maintained in an amount equal to the full insurable value of the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Units and building equipment, the term "full insurable value" to mean the actual replacement cost of the Attached Living Units, Multifamily Structures, Multiuse Structures or Nonresidential Units and building equipment (without taking into account any depreciation, and exclusive of excavations, footings and foundations) determined annually by an insurer, a recognized independent insurance broker or an independent appraiser selected by the Owner. The insurance required by this Paragraph 13 shall be issued by a financially responsible insurer authorized to issue casualty insurance in the State of Indiana. Each Owner shall deliver annually to the Association evidence of the maintenance of the insurance herein required. Each Owner and Occupant shall comply with all insurance requirements and shall not bring, keep or permit any condition to exist on the Lot or in the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit which would be prohibited by an insurance requirement or would invalidate the insurance coverage required hereunder. The insurance coverage required under this Paragraph 13 may be effected under a blanket

policy or policies covering the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit and other properties and assets not constituting a part of the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit; provided that any such blanket policy shall specify the portion of the total coverage of such policy that is allocated to the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit and any sub-limit in such blanket policy applicable to the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit and shall, in any case, comply in all other respects with this Paragraph 13.

14. Maintenance, Repairs and Replacements.

(a) Buildings. Each Owner shall, at his own expense, be responsible for the maintenance, repair, decoration and replacement of the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Units and other structures and improvements owned by it, and each Owner shall promptly perform all maintenance and repair which, if neglected, might adversely affect the structural integrity or the exterior appearance thereof, including but not limited to painting of exterior wood surfaces and repainting on a regular basis of all other exterior painted surfaces. In the event that the maintenance or repair of any Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit or other structure or improvement is reasonably necessary in the discretion of the Board of Directors to preserve the structural integrity or sightliness thereof, or is otherwise necessary for the health and safety, or in the interest of the general welfare, of the Owners of Lots in the Parcel, the Board of Directors shall have the power to seek injunctive relief to compel compliance with this Restriction or the Board may undertake such maintenance or repair; provided that no such maintenance or repair shall be undertaken without a resolution of the Board of Directors and reasonable written notice to the Owner and, provided further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lot at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Paragraph 18(i) of the Master Declaration.

(b) Grounds. The Owner of each Lot shall at his expense properly irrigate and keep the grass, trees, shrubs and other plantings located thereon or in a tree lawn adjacent thereto nourished and neatly cut (at least once a week during growing season), cultivated or trimmed as reasonably necessary to maintain the same at all times in a good and sightly condition appropriate to a first-class commercial center, including, without limitation, removing any dead wood from trees and shrubs and immediately replacing any dead tree, shrub, plant or ground cover. If such Owner fails to perform such maintenance, the Association may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against the Lot, or the Association may seek injunctive relief to compel compliance with this Restriction.

(c) Parking Areas. Each Owner shall at his expense cause all driveways and parking areas on a Lot (other than Common Parking Areas) to be striped and kept in good repair and swept to the extent necessary to keep such areas clean of debris.

(d) Damage or Destruction. If an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit located on a Lot is damaged or destroyed as a consequence of fire, storm or other event ("Casualty") to the extent that the cost of restoration or replacement thereof is less than the replacement value of such Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit prior to the Casualty, then the Owner therefor shall promptly restore, repair, replace and rebuild the portion thereof so damaged or destroyed as nearly as possible to its quality, utility, value, condition and character immediately prior to such Casualty. Such restoration shall conform to the Lot Development Plan originally approved for such Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit except to the extent that deviations therefrom

have been approved in writing by the Design Review Board. If the cost of restoration or replacement exceeds the replacement value of the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit prior to the Casualty, then the Owner shall not be required to repair or restore (but if it elects to so repair or restore, it shall do so in accordance with this Paragraph 14(d)), and in the event the Owner elects not to repair or restore the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit, it shall, as soon as practical after such Casualty, remove all debris from the Lot and take such actions as are necessary to make the undamaged portion thereof into a functional economic unit insofar as it is possible under the circumstances. Areas of the Lot previously occupied by an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit damaged by Casualty and not restored shall be promptly landscaped in accordance with a landscaping plan approved by the Design Review Board.

15. Parking. No recreational vehicle, motor home, truck which exceeds ¾ ton in weight, trailer, boat or disabled vehicle shall be parked or stored overnight or longer on a Lot in open view from a public street.

16. Recreational Facilities. No swimming pool, basketball goal, tennis court or other outdoor recreational equipment or facility shall be located on a Lot without the prior written approval of the Design Review Board, which approval may be conditioned or denied in the unfettered discretion of the Board.

17. Garbage and Refuse Disposal. All facilities and equipment for the storage and disposal of rubbish, garbage or other waste shall be confined to a completely enclosed and gated structure out of public view and shall be maintained in a clean and sanitary manner. All rubbish, trash and other waste shall be removed promptly from the Lot prior to its accumulation.

18. Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public way or from any other Lot, and no satellite dish greater than eighteen (18) inches in diameter shall be located on any Lot without the prior written consent of the Design Review Board. To the extent not prohibited by regulations of the Federal Communications Commission, the Design Review Board may refuse to approve any satellite dish which is visible from a public way. The Design Review Board may establish Restrictions relating to the screening of satellite receivers, down-links and dishes and antennas.

19. Utilities. All utilities serving the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Units and other improvements located on the Parcel 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 Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Units to be constructed on the Parcel immediately adjacent to the locations where such underground utilities penetrate the ground.

20. General Community Rules. ®

(a) Binding Nature. Each Lot shall be subject to the guidelines, rules, regulations and procedures adopted by the Corporation, the Association or any instrumentality thereof in accordance with the authority granted by the Master Declaration and this Supplemental Declaration.

(b) Rule-Making Authority. The Design Review Board may adopt general rules and regulations relating to the use and enjoyment of the Parcel appropriate to the maintenance of the Parcel as a first-class mixed-use business, retail and residential development. Such general rules may be amended by a two-thirds (2/3) vote of the Design Review Board. Subsequent to the Parcel Applicable Date, any such amendment may be made only after a meeting of the Board of Directors for which due notice to all affected Owners has been provided, and if such amendments are approved by a two-thirds

(2/3) vote of the Board of Directors. All general rules and any subsequent amendments thereto shall constitute Restrictions.

21. Outside Activities. No sidewalk, patio, arcade, parking area or other exterior space shall be used for any commercial or recreational purpose except in conformity with guidelines and regulations adopted by the Design Review Board.

22. Taxes. Each Owner shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively "Taxes") levied on its Lot and the improvements situated thereon. Each Owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Paragraph 22 shall require an Owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Lot to be forfeited to the imposer of such Taxes as a result of its nonpayment. If an Owner fails to comply with this Paragraph 22, the Declarant or the Association may pay the Taxes in question and, if it does, shall be entitled to prompt reimbursement from the defaulting Owner for the sums so expended with interest thereon at the rate of ten percent (10%) per annum.

23. Nuisances. Each Owner and Occupant shall operate its business or conduct its operations on the Parcel so that no nuisance will occur on its Lot or any area adjacent thereto which may be subject to the control of such Owner or Occupant and so that no other Owner or Occupant of a Lot in the Parcel will be unreasonably annoyed, disturbed or interfered with.

24. Security Operations. Each Owner and/or Occupant shall, at its sole expense, provide the security personnel and equipment it deems to be required for the protection of persons who, and property which, shall from time to time come or be upon the Lot or Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit owned by such Owner or occupied by such Occupant. None of Declarant, DCLP, the Corporation or the Association assumes any responsibility for, nor shall have any liability with respect to or as a consequence of, unlawful acts committed by Persons in, on or about the Parcel or the Limited General Community Area.

25. Environmental Matters.

(a) Compliance. Each Owner and Occupant, at its sole cost and expense, shall promptly comply with all Environmental Laws which impose any duty upon either of them with respect to the use, occupancy, maintenance or alteration of the Lot and/or the Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Units thereon. Each Owner and Occupant shall promptly comply with any notice from any source issued pursuant to Environmental Laws or with any notice from any insurance company pertaining to use, occupancy, maintenance or alteration of a Lot or Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit thereon.

(b) Restrictions. No Owner or Occupant shall cause or permit to occur:

(i) Any violation of Environmental Laws related to environmental conditions on, under, or about the Lot or an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit, or arising from use or occupancy of the Lot or an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit thereon, including, but not limited to, soil and ground water conditions.

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Lot or an Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit thereon, or the transportation to or from the Lot or any such Attached Living Unit, Multifamily Structure,

Multiuse Structure or Nonresidential Unit of any Hazardous Substances, except as necessary and appropriate for retail use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with Environmental Laws and the highest standards prevailing in the industry.

(iii) The installation of any underground storage tank or piping used for the storage or transport of any Hazardous Substance.

(c) Notices, Affidavits, Etc. An Owner shall immediately notify Declarant and the Association of (i) any violation by Owner or an Occupant, or their respective employees, agents, representatives, customers, invitees or contractors of Environmental Laws on, under or about the Lot, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Lot and shall immediately deliver to Declarant and the Association any notice received from any source by any of them relating to (i) and (ii) above.

(d) Rights of Declarant, DCLP and the Association.

(i) Declarant, DCLP, the Association and their respective agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect a Lot and all Attached Living Units, Multifamily Structures, Multiuse Structures or Nonresidential Units thereon and conduct tests thereon at any time to determine whether or the extent to which there has been a violation of Environmental Laws or whether there are Hazardous Substances on, under or about the Lot or any Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit thereon. In exercising their rights herein, Declarant and the Association shall use reasonable efforts to minimize interference with the business being conducted on the Lot but neither Declarant or the Association (or their respective agents) shall be liable for any interference, loss, or damage to any property or business caused thereby.

(ii) If Declarant, DCLP, the Association or any governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Substances on, under or about a Lot or any Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit thereon or a violation of Environmental Laws, and such requirement arose in whole or in part because of an act or omission on the part of the Owner or Occupant of such Lot or Attached Living Unit, Multifamily Structure, Multiuse Structure or Nonresidential Unit, then the reasonable costs thereof may be assessed by the Association against the Lot as a Special Assessment.

(e) Indemnification. Each Owner shall indemnify and hold harmless Declarant, DCLP, the Association and their respective agents or employees from any and all claims, loss, liability, costs, expenses or damage, including attorneys' fees and costs of remediation, incurred by any of them in connection with any breach by an Owner or Occupant of its obligations under this Paragraph 25.

26. Amendments.

(a) 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 Association and (ii) to the extent required by Paragraph 24 of the Master Declaration, Declarant.

(b) 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.

(c) Limitations on Amdements. 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.

27. Enforcement. The right to enforce each of the foregoing Restrictions by injunction or other lawful means, together with the right to cause the removal by due process of law of improvements erected or maintained in violation thereof is reserved to Declarant, the Association, the Design Review Board, the Owners of the Lots in the Parcel, their heirs and assigns, and to the Zoning Authority, their successors and assigns, who are entitled to such relief without being required to show any damage of any kind to Declarant, the Association, the Design Review Board, any Owner or Owners, or such Zoning Authority by or through any such violation or attempted violation. Under no circumstances shall Declarant, DCLP, the Association or the Design Review Board be liable for damages of any kind to any Person for failure to abide by, enforce or carry out any provision or provisions of this Supplemental Declaration. Except as expressly provided in Paragraph 6(k) of this Supplemental Declaration, there shall be no rights of reversion or forfeiture of title resulting from any violations.

28. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

29. Non-Liability of Declarant and DCLP. Neither Declarant or DCLP shall have any duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant and/or DCLP, as the case may be, and no duty of, or warranty by, Declarant or DCLP shall be implied by or inferred from any term or provision of this Supplemental Declaration. In addition, notice is hereby given that 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 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.

30. General Provisions. Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until January 1, 2050, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of Lots in the Parcel it is agreed that these Restrictions shall terminate in whole or in part.

31. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Supplemental 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.

IN WITNESS WHEREOF, this Supplemental Declaration 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)

(Printed Name)

Its: _____
(Title)

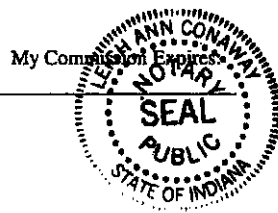


CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Wanda R. Dickey, by me known and by me known to be the VP: General 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 "Supplemental Declaration of Covenants and Restrictions of The Business District at Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 11 day of July, 2006.



Leigh Ann Conaway
Notary Public Residing in _____ County, _____
Leigh Ann Conaway, Notary Public
State of Indiana
(Printed Signature) My Commission Expires: May 10, 2008
My County of Residence: Hamilton



CHICAGO TITLE

This instrument prepared by David R. Warshauer, Attorney at Law, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (George H. Abel, II).

②
13.00
+ 2 Non
FIRST AMERICAN

**CONSENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS OF
THE BUSINESS DISTRICT 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

By: Duke Business Centers Corporation, its sole general partner

By: Thomas R. Dickey
(Signature)
Thomas R. 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 R. Dickey, 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 "Supplemental Declaration of Covenants and Restrictions of The Business District at Anson" on behalf of said partnership.

Witness my hand and Notarial Seal this 17 day of July, 2006.

My Commission Expires: _____
Leigh Ann Conaway
Notary Public Residing in _____ County, _____ State of Indiana
(Printed Signature) My Commission Expires: May 10, 2008
My County of Residence: Hamilton



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

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (George H. Abel, II).

20060007850
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
07-21-2006 At 03:15 pm.
COVENANTS 15.00

EXHIBIT A

Real Estate Description

Blocks C, E, F, G and H in Anson Development – Phase I South as per plat thereof recorded in Plat Book 16, Pages 63 through 70 on March 1, 2006 as Instrument No. 200600001996 in the Office of the Recorder of Boone County, Indiana.



INDS01 DRN 777087.v6
F:\Real Estate\Indiana Industrial\N-65 Assemblage\CCR\Business District CCR Final.DOC 7/14/2006 11:23 AM

CHICAGO TITLE

①
+ 27.00
+ 2.00N/8M
+ 1c ROSS
FIRST AMERICAN

20080002643
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
03-10-2008 At 03:42 pm.
COVENANTS 30.00

**FIRST AMENDMENT
TO
SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
THE BUSINESS DISTRICT AT ANSON**

THIS FIRST AMENDMENT ("First Amendment") to that certain Supplemental Declaration of Covenants and Restrictions of The Business District at Anson (the "Supplemental Declaration"), is executed as of the 7th 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 Supplemental Declaration was recorded in the Office of the Recorder of Boone County, Indiana (the "Recorder's Office") on July 21, 2006 as Instrument Number 20060007849.

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

(c) Declarant desires to withdraw the property described in Exhibit A and depicted on Exhibit A-1 attached hereto (the "Withdrawn Property") from the Supplemental Declaration and subject it to that certain Declaration of Development Standards, Covenants and Restrictions to be recorded subsequent hereto.

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 Supplemental Declaration.

3. **Amendment - Withdrawn Property.** The Withdrawn Property is withdrawn from the Supplemental Declaration and the Parcel.

4. **No Further Amendment.** Except as expressly amended hereby, the Supplemental Declaration shall remain in full force and effect without amendment.

8. **Effective Date.** Notwithstanding the earlier execution of the First Amendment or any consent thereto, it shall be effective on the date it is recorded in the Office of the Recorder of Boone County, Indiana

CHICAGO TITLE

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: [Signature]
(Signature)
James R. Windmiller
Senior Vice President
(Printed Name)

Its: _____
(Title)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James R. Windmiller Sr. V.P. 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 The Business District at Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 7 day of March, 2008



[Signature]
Notary Public
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. (George H. Abel, II) ®

This instrument prepared by: George H. Abel, II, Duke Realty Corporation, 600 E. 96th Street, #100, Indianapolis, Indiana 46240.

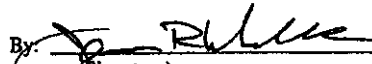
CHICAGO TITLE

**CONSENT TO FIRST AMENDMENT
TO
SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
THE BUSINESS DISTRICT AT ANSON**

Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), is an owner of a portion of the Withdrawn Property described in the foregoing First Amendment to Supplemental Declaration of Covenants and Restrictions of the Business District 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 Business District at Anson.

**DUKE CONSTRUCTION LIMITED
PARTNERSHIP, an Indiana limited partnership**

By: Duke Business Centers Corporation, its sole
general partner

By: 
(Signature)
James R. Windmiller
Senior Vice President


(Printed Name)

Its: _____
(Title)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James R. Windmiller, by me known and by me known to be the Sr. V.P. 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 "First Amendment to Supplemental Declaration of Covenants and Restrictions of the Business District at Anson" on behalf of said partnership.

WITNESS my hand and Notarial Seal this 7 day of March, 2008


Notary Public

Leigh Ann Conaway, Notary Public
State of Indiana
My Commission Expires: May 10, 2008
My County of Residence: Hamilton



CHICAGO TITLE

Exhibit A

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

Commencing at the southwest corner of said Block G (the west end of the 303.93-foot-long course); thence North 87 degrees 18 minutes 53 seconds East (basis of bearings per said Anson Development Plat), a distance of 303.93 feet along the south line of said Block G and north right-of-way line of State Road 334 to the POINT OF BEGINNING; thence North 02 degrees 42 minutes 36 seconds West, a distance of 26.63 feet; thence North 44 degrees 00 minutes 18 seconds West, a distance of 92.72 feet; thence North 02 degrees 41 minutes 20 seconds West, a distance of 22.78 feet; thence North 31 degrees 14 minutes 02 seconds West, a distance of 50.17 feet (the following seventeen (16) courses are along the west line of said Block G and the east right-of-way line of County Road 650 East); 1) thence North 06 degrees 04 minutes 03 seconds West, a distance of 114.80 feet; 2) thence North 01 degree 20 minutes 52 seconds West, a distance of 131.32 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 40 degrees 50 minutes 02 seconds, the radius point of which bears North 88 degrees 39 minutes 08 seconds East from said point; 3) thence northerly along said curve 21.38 feet to a point which bears North 50 degrees 30 minutes 49 seconds West from said radius point; 4) thence North 39 degrees 29 minutes 11 seconds East, a distance of 19.54 feet to the point of curvature of a curve to the right, having a radius of 210.00 feet and a central angle of 48 degrees 39 minutes 56 seconds, the radius point of which bears South 50 degrees 30 minutes 49 seconds East from said point; 5) thence northeasterly along said curve 178.37 feet to a point which bears North 01 degrees 50 minutes 53 seconds West from said radius point; 6) thence North 88 degrees 09 minutes 07 seconds East, a distance of 11.56 feet; 7) thence North 01 degree 50 minutes 53 seconds West, a distance of 70.00 feet; 8) thence South 88 degrees 09 minutes 07 seconds West, a distance of 71.31 feet to the point of curvature of a curve to the right having a radius of 80.00 feet and a central angle of 56 degrees 22 minutes 40 seconds, the radius point of which bears North 01 degree 50 minutes 53 seconds West from said point; 9) thence westerly and northwesterly along said curve 78.72 feet to a point which bears South 54 degrees 31 minutes 46 seconds West from said radius point, said point being a point of compound curvature of a curve to the right having a radius of 209.54 feet and a central angle of 27 degrees 17 minutes 33 seconds, the radius point of which bears North 54 degrees 31 minutes 46 seconds East; 10) thence northerly along said curve, a distance of 99.81 feet to a point which bears South 81 degrees 49 minutes 19 seconds West from said radius point; 11) thence North 08 degrees 10 minutes 41 seconds West, a distance of 192.38 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 23 degrees 17 minutes 58 seconds, the radius point of which bears North 81 degrees 49 minutes 19 seconds East from said point; 12) thence northerly along said curve 20.33 feet to a point which bears North 74 degrees 52 minutes 43 seconds West from said radius point; 13) thence North 15 degrees 07 minutes 17 seconds East, a distance of 44.05 feet to a point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 47 degrees 15 minutes 35 seconds, the radius point of which bears South 74 degrees 52 minutes 43 seconds East from said point; 14) thence northeasterly along said curve 41.24 feet to a point which bears North 27 degrees 37 minutes 09 seconds West from said radius point, said point being the point of compound curvature of a curve to the right having a radius of 232.00 feet and a central angle of 22 degrees 23 minutes 21 seconds, the radius point of which bears South 27 degrees 37 minutes 09 seconds East; 15) thence easterly along the arc, a distance of 90.66 feet to a point which bears North 05 degrees 13 minutes 48 seconds West from said radius point; 16) thence North 84 degrees 46 minutes 12 seconds East, a distance of 81.73 feet; thence North 80 degrees 20 minutes 46 seconds East, a distance of 147.26 feet to the south right-of-way line of Central Boulevard (the following three (3) courses are along said south right-of-way line); 1) thence North 88 degrees 09 minutes 07 seconds East, a distance of 630.18 feet to the point of curvature of a curve to the right having a radius of 470.00 feet and a central angle of 09

degrees 00 minutes 00 seconds, the radius point of which bears South 01 degree 50 minutes 53 seconds East from said point; 2) thence easterly along said curve 73.83 feet to a point which bears North 07 degrees 09 minutes 07 seconds East from said radius point; 3) thence South 82 degrees 50 minutes 53 seconds East, a distance of 76.23 feet; thence South 42 degrees 05 minutes 52 seconds East along the transitional right-of-way line between Central Boulevard and Heartland Boulevard, a distance of 75.76 feet; thence South 01 degree 20 minutes 52 seconds East along the west right-of-way line of said Heartland Boulevard, a distance of 990.80 feet; thence South 52 degrees 11 minutes 58 seconds West along the transitional right-of-way line between Heartland Boulevard and State Road 334 a distance of 61.85 feet to the south line of said Block G (the following five (5) courses are along said south line); 1) thence South 88 degrees 14 minutes 30 seconds West, a distance of 33.55 feet; 2) thence South 85 degrees 52 minutes 57 seconds West, a distance of 97.50 feet; 3) thence South 87 degrees 18 minutes 56 seconds West, a distance of 550.99 feet; 4) thence North 84 degrees 09 minutes 17 seconds West, a distance of 101.12 feet; 5) thence South 87 degrees 18 minutes 53 seconds West, a distance of 202.96 feet to the POINT OF BEGINNING and Containing 28.755 acres, more or less.



CHICAGO TITLE

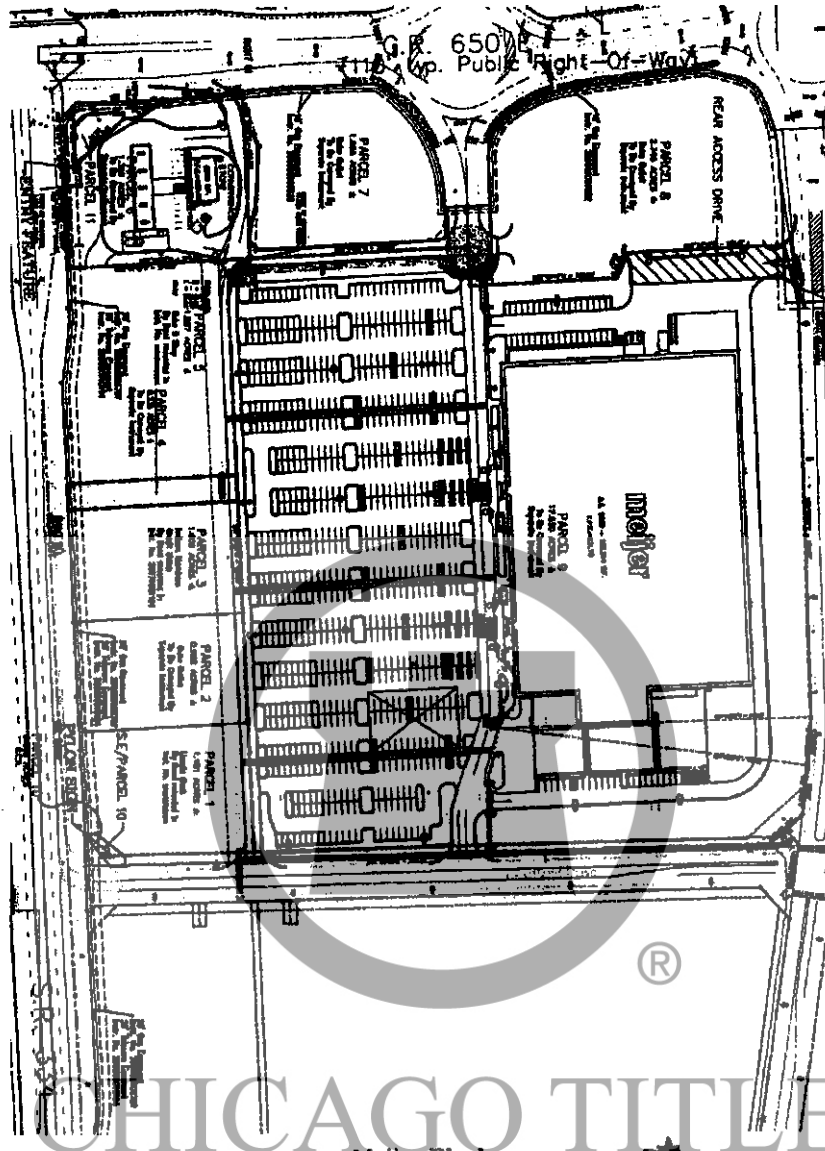
EXHIBIT A-1

Depiction of Withdrawn Property

(See attached drawing)



CHICAGO TITLE



Development Agreement - Exhibit "A"
12/1/2004

Meijer Block
Amazon Business District
12/1/2004

Duke
12/1/2004



36
81.00
+ INON
FIRST AMERICAN

200800002646
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
03-10-2008 At 03:42 p.m.
COVENANTS 82.00

**DECLARATION OF DEVELOPMENT STANDARDS,
COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS AND RESTRICTIONS ("Declaration") is made this 1st day of March, 2008, by and between MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, of 2929 Walker Avenue, Grand Rapids, Michigan 49544 ("Meijer") and DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, of 600 East 96th Street, Suite 100, Indianapolis, Indiana 46240 ("Developer").

WITNESSETH:

A. Developer and/or Duke Construction Limited Partnership, an Indiana limited liability partnership ("DCLP"), is the owner of approximately 28.90 acres located in Boone County, Indiana, fronting S.R. 334, depicted on attached Exhibit A and legally described in attached Exhibit B (the "Development"), which is part of the master planned, mixed-use community known as Anson ("Anson").

B. Contemporaneously with the execution of this Declaration, Developer has conveyed a portion of the Development to Meijer, consisting of approximately 19.2 acres of land (the "Meijer Property") for the development of a combination food and general merchandise store and gas station (collectively, the "Meijer Store"). The Meijer Property is depicted on attached Exhibit A and legally described in attached Exhibit C.

C. The Developer intends to develop the remainder of the Development into a retail shopping center consisting of Parcels 5, 7 and 8, as shown on Exhibit A (the "Duke Property") and several outlots, Parcels 1, 2 and 3 (each containing approximately one (1) acre) along S.R. 334 all as shown on Exhibit A (the "Outlots"). Developer has previously sold the Outlot shown as Parcel 3 on Exhibit A (the "IMCU Outlot") to Indiana Members Credit Union ("IMCU") and sold the Outlot shown as Parcel 1 on Exhibit A (the "Lincoln Bank Outlot") to Lincoln Bank ("Lincoln").

D. The parties, with the consent of DCLP, IMCU and Lincoln, desire to establish certain standards, covenants, restrictions, and easements which shall be binding upon and run with the Development and shall inure to the benefit of and be binding upon the owners and occupants of the Development for purposes of:

(i) maintaining and implementing minimum standards pertaining to the development, use and maintenance of the Development;

(ii) insuring the stability and enhancement of values of the land and improvements within the Development;

(iii) furthering development and improvement of the Development in an aesthetic and architecturally harmonious manner and otherwise in accordance with the applicable zoning ordinances; and

(iv) establishing and apportioning rights and responsibilities with regard to facilities and services in, and required for the use and operation of, certain utility, detention, and access easements.

E. Developer, IMCU, Lincoln and Meijer desire to grant each other reciprocal access easements over their respective Parcels within the Development for: (i) a shared roadway, which is located on the Duke Property, IMCU Outlot, Lincoln Bank Outlot and Meijer Property as more particularly depicted on attached Exhibit A and labeled as the "Shared Roadway"; and (ii) an access drive to be located on the northwest corner the Meijer Property as more particularly depicted on attached Exhibit A and labeled as the "Rear Access Drive."

F. Developer and Meijer desire to create certain easements for the detention and drainage of storm water in, under, over and across certain portions of the Development to benefit the Development, including the Meijer Property;

G. Meijer desires to grant to Developer an easement providing Developer the right to construct, maintain, repair and replace a certain monument sign on the Meijer Property;

H. With respect to the Duke Property and the Outlots, 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 on January 11, 2006 as Instrument Number 200600000262, as amended from time to time (the "Master Declaration"). The Meijer Property is not subject to the Master Declaration.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

- A. "Annual Assessment" shall mean the amounts set forth in Section 6.01.
- B. "Benefited Parties" shall mean the Owners, and their respective lessees, occupants, subtenants, assignees, mortgagees and licensees of specifically identified Parcels of the Development, designated as benefiting from a Common Facility Easement and Plat Easement.
- C. "Common Facility" shall mean each facility located within a Common Facility Easement in the Development or in a public right-of-way adjacent to the Development intended for the common use and enjoyment of the Benefited Parties, including, but not limited to, water, gas, electric, sanitary sewer and storm sewer lines and facilities (other than lines and laterals exclusively serving an individual Parcel) and the Monument Signs and Pylon Signs (defined below).
- D. "Common Facility Easement and Plat Easement" shall mean each portion of the Development in which, pursuant to a duly recorded instrument, including this Declaration, the Owners hold an easement for the common use and enjoyment of the Benefited Parties. Common Facility Easements and Plat Easements include, without limitation, the easements granted in Article 3 and Article 5 below. In addition, the definitions with respect to easements created by any plat set forth in Section 20(a) of the Master Declaration are hereby incorporated by reference.
- E. "Developer" shall mean Duke Realty Limited Partnership, or any successor in interest or assignee which is expressly designated as a successor Developer in a recorded instrument executed by the preceding Developer.
- F. "Maintenance Costs" shall mean the costs necessary for the Developer to perform its obligations hereunder or under the Master Declaration to keep each Common Facility to be maintained by the Developer in good operating condition and in attractive appearance, including, but not limited to, the cost of all upkeep, maintenance, repair, and replacement of all or any part of each Common Facility; payment of taxes imposed and casualty and liability insurance in prudent amounts maintained on either the Common Facility or on the underlying fee, easement

or right-of-way; and any other expense reasonably necessary or prudent for the satisfactory operation of each Common Facility.

G. "Monument Sign" means each of the two (2) monument signs identifying the Owners and/or retail users of property within the Development, one of which shall be located in the Meijer Monument Sign Area, as hereafter defined, and one of which shall be located in the Duke Monument Sign Area, as hereafter defined.

H. "Permissible Building Area" shall mean that portion of the Duke Property and the Outlots more particularly depicted on Exhibit A and labeled as "Permissible Building Area".

I. "Owner(s)" shall mean each person or entity, including the Developer and Meijer, which is a record owner of all or any portion of the Development. In the case of a leasehold in any portion of the Development, the lessee shall be considered the Owner, for the term of the lease only if designated as such by the record Owner in a duly recorded instrument which has been agreed to and executed by the lessee.

J. "Parcel" shall mean a portion of the Development owned by any Owner for the erection and use of a single building or more than one building together with improvements on such portion. The Duke Property and each Outlot is a "Lot" for purposes of the Master Declaration.

K. "Proportionate Share" shall mean, with respect to an Owner of all or any portion of the Duke Property and each Outlot, a fraction having a numerator equal to the acreage of the Owner's Parcel and the denominator equal to the total acreage of the Duke Property and the Outlots.

L. "Pylon Sign" shall mean each of two multi-tenant pylon signs: (i) one pylon sign (the "Heartland Pylon Sign") identifying the Development to be located at the corner of State Road 334 and Heartland Drive as shown on Exhibit A and labeled "Heartland Sign Area"; and (ii) the second pylon sign identifying certain Owners, including Meijer, and other property owners in Anson to be located along I-65 (the "I-65 Pylon Sign") at a location determined by Developer within the area as shown on Exhibit D and labeled "I-65 Sign Area". The Heartland Sign Area and the I-65 Sign Area shall collectively be referred to as the "Pylon Sign Areas."

M. "Zoning Ordinance" shall mean the ordinance adopted by the Boone County, Indiana Board of Commissioners, establishing the I-65 Planned Unit Development District as it exists from time to time

ARTICLE 2 USE AND DEVELOPMENT RESTRICTIONS

Section 2.01. Exclusive Use. The Development shall be used solely and exclusively for the development, construction and operation of a first class retail shopping center.

Section 2.02. Prohibited Uses.

A. The Development shall not be used for any of the following purposes:

1. manufacturing of any kind, or storage or distribution of products which materially increase the risk of fire, explosion, or radioactive hazards, including the use of aboveground and underground storage tanks, with the exception of underground storage tanks on the portion of the Meijer Property used in connection with a gas station to be located on such portion of the Meijer Property for the storage of gasoline (provided any underground storage tanks shall be installed and maintained in accordance with all applicable federal and state rules, laws, standards and regulations). The foregoing provision shall not prohibit a gas station on a portion of the Meijer Property only;

2. any business or operation which creates a public or private nuisance, noise, or causes emission of dust, odor, smoke or gases (provided, however, that construction activities may take place on an Owner's Parcel, as long as commercially reasonable precautions are taken to prevent a nuisance to adjacent properties);

3. any dwellings of a residential nature on the first floor of any building in the Development;
4. any amusement or game rooms or similar establishments including, but not limited to, pinball machines or similar apparatus; provided, however, a full-service sit down restaurant containing any amusement or game rooms shall be permitted;
5. a massage parlor or similar facility, provided, however, the foregoing shall not prohibit a day spa which may offer massage therapy as part of its services;
6. an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts);
7. any building, improvement or use which violates the Zoning Ordinance or any other applicable law or regulation;
8. a bowling alley;
9. a business including a bar, tavern, pub, nightclub, ballroom or discotheque providing for on-site consumption of liquor, with the exception of sit down/table service restaurants and liquor service primarily for customers of said restaurants where the sale of food items and non-alcoholic beverages account for at least fifty percent (50%) of the gross sales of such restaurant (notwithstanding the foregoing, a business operating a restaurant in compliance with the exception provided herein shall not be prohibited from using the name "bar" (used in conjunction with the word "grill"), "tavern" or "pub" in its name);
10. a recreational center or facility;
11. a bingo parlor;
12. a mortuary, crematorium or funeral home;
13. meeting halls;
14. car sales;
15. an animal shelter;
16. a play house, or any use which generates outdoor music at a volume or at times that may pose a nuisance to customers of the Development;
17. self-storage facilities or mini-warehouses;
18. billboards or similar signs, other than project construction signs and signs marketing the Parcels or the buildings constructed thereon;
19. except with respect to the Meijer Property, a liquor store (or for purposes of advertising for a liquor store) or other business for the sale of liquor in package form, including without limitation, beer, wine, and ale, provided however, the foregoing shall not prohibit a specialty wine shop containing more than 3,000 square feet or a Cost Plus/World Market;
20. a facility rendering or advertising for daily child care services to the general public (except for any facility serving a single owner tenant, or occupant of an office building) or school.

Notwithstanding anything herein to the contrary, none of the foregoing restrictions shall prohibit the occupancy or operation of the Meijer Store on the Meijer Property, with

substantially the same merchandise, and being operated in substantially the same manner, as Meijer generally operates in a majority of its stores as of July 3, 2007.

B. In addition, Developer owns certain additional real property adjacent to the Development, more particularly described in the attached Exhibit E ("Additional Developer Property") which Developer intends to develop for various uses, including a separate retail development on a portion of the Additional Developer Property. No portion of the Additional Developer Property or the Development, except with respect to the Meijer Property, shall be used for a grocery store, supermarket, supercenter, combination food and general merchandise store, a gas station, tire store, oil change facility, pharmacy or drug store, warehouse club, or wholesale club, provided, however, the foregoing shall not prohibit a specialty grocery or health food store such as Trader Joe's, Wild Oats, Whole Foods Market, etc. Examples of a "supercenter" and/or "combination food and general merchandise store" as used in this paragraph would include the current WalMart, Super WalMart, Super Kmart, Big KMart, or Super Target. Notwithstanding the foregoing, the parties acknowledge and agree that Target shall not be prohibited by this paragraph. Examples of a "warehouse club" and/or "wholesale club" as used in this paragraph would include the current Sam's Club. Notwithstanding the foregoing, the parties acknowledge and agree that Costco shall not be prohibited by this paragraph. The foregoing is intended to specifically benefit the Meijer Property.

Section 2.03. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be carried on or in the Development, nor shall anything be done therein either willfully or negligently, which may become an annoyance or nuisance to any Owner, its occupant, grantees or invitees. No Owner or occupant shall operate any machines, appliances, accessories, or equipment in such manner as to cause an unreasonable disturbance to others. Each Owner shall undertake in good faith and with due diligence to cause occupants of its property to comply with the Zoning Ordinance and this Declaration and any other restrictions of record affecting such Parcel.

Section 2.04. Approval of Developer. All buildings, structures (including the location thereof), alterations, additions, improvements, construction or remodeling on any Parcel, including any signs, lighting, landscaping, driveways, parking area or other changes in the character of the Parcel (collectively, "Parcel Improvement"), shall be approved by the Developer prior to commencement of construction. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Development, and obtained in the following manner:

(a) Prior to obtaining detailed architectural plans, the Owner of the Parcel and its architect or engineer shall submit to the Developer preliminary renderings of elevations, a preliminary grading plan and a site plan. In the event the Developer fails to approve, modify or disapprove such submittals in writing within sixty (60) days after receipt thereof by Developer, approval will be deemed denied. Any approval granted pursuant to this Section 2.04(a) is hereafter referred to as the "Initial Approval."

(b) After obtaining the Initial Approval of the Developer, the Owner shall submit to the Developer a site plan and a stamped set of final plans and specifications (the "Site Development Plan") showing the size and location of each building and other improvements, building elevations, parking areas, driveways, exterior signage, interior signage that will be visible from the exterior of the building, exterior lighting, green areas and other landscaping, grading, site drainage, utilities, trash storage and handling facilities, vehicular access to and from the Parcel, and the type, quality and color of exterior building materials, no later than the date upon which such Site Development Plan is submitted to the appropriate governmental agency for its approval. In the event the Developer fails to approve, modify or disapprove the Site Development Plan in writing within sixty (60) days after receipt thereof by Developer, approval will be deemed denied.

Any approvals under this Section 2.04 shall be in lieu of the approval applicable to such Parcel by any design review board with jurisdiction over such Parcel. The Developer approval required by this Section 2.04, shall not apply to: (i) any Parcel Improvements made in connection with the initial construction of the Meijer Store on the Meijer Property provided such Parcel Improvements do not materially deviate from the design plan approved by Developer and

submitted to and approved by the Boone County Area Plan Commission on December 5, 2007 ("Approved Design Plan") or (ii) any subsequent Parcel Improvement made to the Meijer Property while a Meijer Store is being operated on the Meijer Property.

Section 2.05. General Architectural Standards. Without limiting the design standards set forth in Section 11.6 of the Zoning Ordinance (the "Ordinance Standards") (and provided that in the case of a conflict between the following architectural standards and the Ordinance Standards, the stricter standard shall apply), the following architectural standards shall apply to all Parcel Improvements:

A. Exterior walls may not be faced with metal or plastics of any kind (other than as a component utilized in an EIFS finish system, such as Dryvit), concrete block (except for fluted or split-faced block which is painted or stained), or unpainted smooth concrete. This architectural standard shall not preclude the use of standing seam metal roofs (mansard style or otherwise), or architectural metal screens around rooftop mechanical equipment. Notwithstanding the foregoing, walls which are adjacent to service and loading areas and which are not visible to the general public or from adjacent property may be painted concrete block or pre-cast concrete.

B. Dumpsters and compactors shall be located within wood and/or masonry enclosures with opaque wooden or metal gates or doors.

C. All mechanical equipment (roof or ground-mounted) shall be screened from view, as viewed at a level of 5 feet above grade along S.R. 334, Central Boulevard and Heartland Drive.

D. No chain link fencing shall be allowed.

E. No painted, flood-lit signs, or signs with raceways or cabinet signs shall be permitted.

F. All parking lots shall be curbed. No storm water shall be permitted to drain from the Meijer Property to the Duke Property and Outlots or vice versa, except as specifically provided in this Declaration or in a recorded storm water drainage easement agreed to by the Owners of the Meijer Property and the Duke Property and as approved by Boone County, Indiana Drainage Board. Landscaping islands shall be installed in parking lots as required by the Zoning Ordinance.

G. Parking lot lighting shall provide for an average maintained light level of 1.0 foot candles at ground level. Parking lot lighting will be installed so as to prevent glare or spillage onto adjacent lots or right-of-way (except for any lighting of the Shared Roadway shown on Exhibit A). All parking lot lighting shall initially be metal halide. Replacements in the future shall be coordinated among the Owners of the Duke Property, the Outlots and the Meijer Property to provide that all lighting fixtures shall be black in color. The parties acknowledge that the Meijer Property will have illumination exceeding the average light level of 1.0 foot candle at ground level.

H. All private utility lines servicing the Development or any buildings, improvements and structures thereon shall be located underground.

I. All landscape and lawn/grass areas shall be irrigated.

The foregoing architectural standards shall not apply to: (i) any Parcel Improvements made in connection with the initial construction of the Meijer Store on the Meijer Property provided such Parcel Improvements do not materially deviate from the Approved Design Plan or (ii) any subsequent Parcel Improvement made to the Meijer Property while a Meijer Store is being operated on the Meijer Property.

Section 2.06. Applicable Zoning Ordinance. The building lines, setbacks, and other matters relating to the construction, maintenance or use of improvements for all portions of the Development shall be subject to the Zoning Ordinance and applicable building codes, as amended from time to time, and all other applicable laws, rules, regulations, agreements and

ordinances, each of which shall remain fully enforceable by the proper governmental authority notwithstanding any provision of this Declaration. The validity and enforceability of any standard, restriction or condition under this Declaration which is more stringent than or is in addition to any standard or restriction imposed by the applicable law, shall remain valid and fully enforceable in accordance with the terms of this Declaration.

Section 2.07. Outside Storage. Outside storage of raw materials, finished products, inventory, equipment and/or any other items shall be strictly prohibited in the paved parking areas on any Parcel, except for outside sales and display areas which shall be conducted only after obtaining the prior written consent of Developer. Outdoor dining seats are not prohibited by this section. Notwithstanding anything to the contrary in the foregoing or this Declaration, outside storage of inventory and outside sales are permitted on the Meijer Property in connection with: (i) Meijer's garden center business; (ii) Meijer's gas station (such outside storage and sales to be limited to the locations designated on Exhibit A); and/or (iii) seasonal sidewalk sales of the Meijer Store; provided such outside storage of inventory and outside sales are not conducted in the parking lot, except in the locations designated on Exhibit A where such outside sales are only conducted between March 1 and July 31 each calendar year, and are in compliance with the requirements of the Zoning Ordinance. All such locations for outside storage and/or sales on the Meijer Property shall be maintained and conducted in a clean and orderly manner and all enclosures for such areas consist of a temporary perimeter fence using vinyl fence panels.

Section 2.08. Parking. The Owners of the Meijer Property, the Duke Property and the Outlots shall provide a sufficient number of parking spaces on their respective Parcels to meet all applicable governmental ordinances and the provisions contained herein. The parking lots in the Development are not Common Parking Lots.

Section 2.09. Special Outlot Restrictions. There shall be no more than one building located on each Outlot and no building may contain more than one (1) story nor exceed a height of 29 feet unless otherwise approved in writing by the Owner of the Duke Property and the Meijer Property.

Section 2.10. Permissible Building Area. The construction of permanent building improvements is strictly prohibited outside of the Permissible Building Area depicted on attached Exhibit A without the prior written consent of the Owner of the Meijer Property (for any improvement in the No Build Area on the Duke Property) or the Owner of the Duke Property (for any improvements in the No Build Area on the Meijer Property) which consent may be withheld in the respective Owner's sole and absolute discretion.

Section 2.11. Construction Work. In conducting any construction work undertaken upon the Development, the respective Owner of the Parcel upon which construction work is to be performed shall take all necessary safety measures, including but not limited to the erection of barricades (which shall be kept free of offensive advertising materials) as shall be reasonably required to protect persons and property from injury or damage caused by, or resulting from any work or construction performed by or on behalf of the Owner. Outside storage and loading areas shall be permitted as reasonably necessary to accommodate the construction, as long as a reasonably clean and neat appearance is maintained. The Owner shall use reasonable efforts to avoid and minimize impairment of access and use of the Rear Access Drive, and/or Shared Roadway. The Owner shall use reasonable efforts not to unreasonably interfere, during the course of said working construction, with the business operations, if any, being conducted by the other Owners to this Declaration or delay the development of improvements or other activities being performed by the other Owners to this Declaration. In the performance of such work or construction, the Owner shall comply with all effective and applicable laws, rules, regulations, ordinances and codes. Any damage caused to any other Parcel as a result of such construction shall be promptly repaired and/or restored by the Owner conducting such construction, including any repair of the Shared Roadway, and/or the Rear Access Drive needed as a result of construction traffic.

All construction staging for building improvements on any Parcel shall be accomplished within the Parcel under construction and in a manner designed to minimize any interference with the use and enjoyment of the remainder of the Development, and all construction traffic shall be via a public right-of-way onto the Parcel under construction.

Section 2.12. Completion of Construction. After commencement of construction of any improvements upon a Parcel, the respective Owner of said Parcel shall diligently prosecute the work thereon in a commercially reasonable manner, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep all public streets, the Rear Access Drive, and the Shared Roadway free from any dirt, garbage, trash or other debris which might be occasioned by construction of the improvement.

Section 2.13. Signage. The location, size and construction of any and all signage on a Parcel shall comply with all applicable laws, regulations and ordinances and shall be subject to the prior approval of the Developer. All wall signs must be mounted flat on the surface of the walls and may not project above the roof line. No hand-painted, animated, flashing or cabinet signs or signs with raceways will be permitted. No exterior signage or advertising, except as otherwise approved by Developer pursuant to Section 2.04, shall be permitted, including vehicles parked with intent to advertise. Notwithstanding anything to the contrary in the foregoing or in this Declaration, this Section 2.13 shall not apply to the signage on the Meijer Property so long as a Meijer Store is being operated on the Meijer Property and provided all such signage complies with the requirements of the Zoning Ordinance and any advertising signage for cart corrals on the Meijer Property shall be subject to Developer's prior written approval (except any sign containing the "Meijer" name only). The foregoing is not intended to include signs which provide instruction or relate to the use of the cart corrals or any sign required by any governmental entity having jurisdiction.

ARTICLE 3 COMMON FACILITY EASEMENTS

Section 3.01. Rights of Owners. Each Benefited Party shall have a non-exclusive right and easement to use, in common with every other Benefited Party, each Common Facility Easement created pursuant to a duly recorded instrument, including this Declaration, which designates the easement as a Common Facility Easement or which provides for the common use and enjoyment thereof by all Benefited Parties. The use by the Benefited Parties of each Common Facility Easement shall be limited to the purposes set forth in the instrument creating the Common Facility Easement; provided, however, that the Owner of a Parcel subject to a Common Facility Easement shall retain the right to use the portion of the Owner's Parcel burdened by such easement for other purposes to the extent not inconsistent with the purpose of the Common Facility Easement. Any Common Facility Easement granted to the Developer shall constitute an easement for the common use and benefit of all Benefited Parties. The rights of each Owner and Benefited Party in and to each Common Facility Easement shall be subject to (i) the terms and provisions of the duly recorded instrument creating the easement including, but not limited to, any right of extinguishment or relocation set for therein and (ii) the right of the Developer to regulate the use of the Common Facility Easement for the benefit of all Owners and Benefited Parties.

Section 3.02. Creation of Common Facility Easements by Recorded Plat. Owners agree that certain Common Facility Easements and Plat Easements have been established on the Development by the recording of a plat executed by the Owners as of the date of recording (and any Common Facility Easements by the recording of an amendment to the plat executed by all Owners as of the date of recording), including without limitation certain water, gas, electric and sanitary sewer lines and storm water drainage ponds and related facilities, located on the Duke Property and/or the Meijer Property, as more particularly shown on attached Exhibit A-1. The parties further acknowledge and agree that Meijer shall tie into and use certain utilities located on the Duke Property and other properties within Anson to serve the Meijer Property, including without limitation the draining of storm water from the Meijer Property into a regional storm water drainage pond and system located within Anson. Each party shall have the right to review and approve the Plat with respect to the location and descriptions of the easement areas.

Section 3.03. Maintenance of Common Facility and Easements.

(a) Each Owner shall: (i) keep any portion of a Common Facility Easement located on the Owner's Parcel free of litter, weeds, trash and debris; (ii) maintain all lawn areas and landscaping within each portion of a Common Facility Easement located on the Owner's Parcel, including regular mowing of all lawn areas, trimming, maintenance and mulching of all landscaped areas and, when necessary, replacement of shrubbery; and (iii) maintain any storm water detention areas, drainage pipes, outlet control structures and other drainage facilities constituting a part of any Common Facility located on the Owner's Parcel in good working order for the benefit of the Benefited Parties.

Except as otherwise specifically provided for in this Declaration and except with respect to the repair, maintenance or replacement of a Common Facility which is the responsibility of any utility company or public or quasi-public body, each Owner shall maintain the Common Facility located the Owner's Parcel in good order and repair, and shall replace any improvement constituting a part of a Common Facility when necessary for the proper functioning of the Common Facility. Maintenance, repair or replacement of a Common Facility shall be performed in a manner which does not unreasonably delay or interfere with the Benefited Parties' use of the Common Facility or an Owner's use of its Parcel. The Owner responsible for such maintenance shall be entitled to reasonable access over and across any Parcel to a Common Facility Easement to the extent necessary to permit such Owner to maintain, repair or replace such Common Facility. Any land and any improvements lawfully constructed in the Common Facility Easement shall be restored to the extent damaged in connection with maintenance, repair or replacement of any Common Facility by the Owner responsible therefor.

Section 3.04. Drainage Easement. Meijer hereby grants to the Owners of the Outlots, as Benefited Parties, a perpetual, non-exclusive easement over a portion of the Meijer Property depicted on attached Exhibit A-1 (the "Storm Drainage Easement") for the purpose of draining storm water from the Parcels within the Development through the storm water drainage system to be located within the Storm Drainage Easement. The Storm Drainage Easement shall be for the benefit of the Development only and no other property, it being understood by such Benefited Parties that the storm water drainage system to be located within the Storm Drainage Easement shall be engineered to accommodate only the storm water from the Development. The Owner of the Meijer Property shall, at its sole cost and expense, and for the benefit of the Benefited Parties, maintain the storm drainage system located on the Meijer Property (including the underground pipes within the Storm Drainage Easement) as shown on Exhibit A-1, in good order, condition and repair, consistent with commercially reasonable maintenance standards; provided however, to the extent any maintenance is required because of the gross negligence or intentional act of another Benefited Party, then such other Benefited Party shall pay all reasonable, direct and necessary costs and expenses incurred because of its conduct. Additionally, the Owner of the Meijer Property may, but shall not be obligated to, charge each Benefited Party annually for the costs, if any, incurred by the Owner of the Meijer Property for routine maintenance and capital improvements of the drainage facilities within the Storm Drainage Easement, the obligations of the Owners of each affected Outlot limited to the portion of the costs based upon the proportion of the acreage of such Owner's Parcel to the total acreage of the Meijer Property and all other Parcels of the Benefited Parties.

Section 3.05. Relocation of Common Facility Easements. The Developer shall have the right to relocate the easements granted herein upon obtaining the written consent of the then Owners of the Parcels upon which the new or relocated easement is to be located. No consent of any other Owners shall be required so long as there is no material interference with the access, utilities or storm water drainage provided by such easements.

Section 3.06. Successors and Assigns. The easements granted herein shall be appurtenant to, imposed upon the run with the real estate and shall be binding upon and inure to the benefit of the from time to time Owners and their respective successors and assigns.

ARTICLE 4 MAINTENANCE AND LANDSCAPING

Section 4.01. Maintenance Standards. The Owners shall be responsible for maintaining their respective Parcels and the improvements thereon, including any signage in good condition and state of repair to the standards of a first-class retail shopping center, without any expense to other Owners; provided, however, Developer shall maintain the Monument Signs and the Pylon Signs and include the costs of such maintenance in the Maintenance Costs as set forth herein. The exterior of all buildings shall be maintained in good condition and repair at all times. Each Parcel shall be kept free of litter and weeds and the unpaved portion shall be mowed, watered (including irrigation) and maintained regularly. All parking areas and driveways shall be paved, properly lighted, and maintained in good condition, order, and repair. The Owners shall at all times comply with governmental, health, safety, fire and policy requirements.

Section 4.02. Landscaping Requirements. Unpaved sections of the Parcels shall be maintained (including irrigation) in grass and landscaping, including any portion of the Parcels within a street or public right of way. Lawns, trees and shrubs shall be maintained in a first class condition to the standards of a first-class retail shopping center by the Owners of the respective Parcels, including, without limitation, regularly watering such areas by way of irrigation. No fence, wall, tree, hedge or shrub planting shall be maintained in such a manner as to create a hazard by obstructing sight lines for vehicular or pedestrian traffic.

ARTICLE 5 ROADWAY EASEMENTS AND SIGNAGE RIGHTS

Section 5.01. Shared Roadway Easement. Meijer hereby grants to the Benefited Parties a nonexclusive access easement over that portion of the Shared Roadway located on the Meijer Property depicted on attached Exhibit A ("Shared Roadway Easement Area"). Developer, IMCU and Lincoln hereby grant to the Owners of the Duke Property, the Outlots and the Meijer Property, as Benefited Parties, a nonexclusive access easement over that portion of the Shared Roadway located on the Duke Property, the IMCU Outlot and the Lincoln Bank Outlot, respectively, within the Shared Roadway Easement Area and depicted on attached Exhibit A. The Shared Roadway easements shall be used only for the purpose of vehicular ingress and egress, and certain utilities located within the Shared Roadway Easement Area, and shall only benefit the Meijer Property, the Duke Property and the Outlots. The construction of the Shared Roadway shall be governed by the terms and conditions of that certain Development Agreement between Developer and Meijer, dated the same date as this Declaration (the "Development Agreement"). Beginning at such time as Meijer commences construction of the Meijer Store (installs footing and foundation) and during the term of this Declaration, the Owner of the Meijer Property, shall, at its sole cost and expense, and for the benefit of the Benefited Parties, maintain the Shared Roadway in good order, condition, and repair, consistent with commercially reasonable maintenance standards; provided however, to the extent any maintenance is required because of the gross negligence or intentional act of another Benefited Party, then such other Benefited Party shall pay all reasonable, direct and necessary costs and expenses incurred because of its conduct. Such maintenance shall include without limitation, repairing, patching, replacing, painting and striping roadways, and curbing, trash and debris removal, snow and ice removal and signage, lighting and landscaping maintenance.

In addition, the Owner of the Meijer Property may, but shall not be obligated to, charge each Benefited Party for the costs incurred by the Owner of the Meijer Property for capital improvements of the Shared Roadway within the Shared Roadway Easement. The obligation of each Benefited Party shall be limited to the portion of the costs based upon the proportion of the acreage of such Owner's Parcel to the total acreage of the Meijer Property and all other Parcels of the Benefited Parties. Notwithstanding anything to the contrary in the foregoing, Developer shall be responsible for repairing or replacing, without cost to Meijer or the Outlot Owners, any pavement located on the portion of the Shared Roadway shown with a bold dashed line on Exhibit A and designated as "Developer's Portion" where such repair or replacement is required as a result of the failure of the structural integrity of the road bed beneath the pavement (and not due to misuse of the pavement on the Developer's Portion by any party other than Developer, its agents or its contractors), for a period expiring the earlier of (i) December 31, 2014; or (ii) five (5) years after the Meijer Store opens for business. Notwithstanding anything to the contrary in the foregoing, Developer shall further be responsible for maintaining the Shared Roadway prior

to the Owner of the Meijer Property commencing construction of the Meijer Store (including site work), and the cost of such maintenance shall be a Maintenance Cost borne by the Owners of the Duke Property and the Outlots.

Section 5.02. Rear Access Drive Easement. Meijer hereby grants to the Benefited Parties a nonexclusive access easement over a portion of the Meijer Property located adjacent to the west property line of the Meijer Property and depicted on attached Exhibit A (the "Rear Access Easement Area"). The Rear Access Easement Area shall be used only for the purpose of vehicular ingress and egress and shall only benefit the Meijer Property, the Duke Property and the Outlots. The construction of the access drive to be located within the Rear Access Easement Area shall be governed by the terms and conditions of the Development Agreement. Beginning at such time as Meijer commences construction of the Meijer Store (installs footings and foundation) and during the term of this Declaration, the Owner of the Meijer Property, shall, at its sole cost and expense, and for the benefit of the Benefited Parties, maintain the Rear Access Drive in good order, condition and repair, consistent with commercially reasonable maintenance standards; provided however, to the extent any maintenance is required because of the gross negligence or intentional act of another Benefited Party, then such other Benefited Party shall pay all reasonable, direct and necessary costs and expenses incurred because of its conduct. Such maintenance shall include without limitation, repairing, patching, replacing, painting and striping roadways, and curbing, trash and debris removal, snow and ice removal and signage, lighting and landscaping maintenance. Notwithstanding anything to the contrary in the foregoing, Developer shall be responsible for maintaining the Rear Access Drive prior to the Owner of the Meijer Property commencing construction of the Meijer Store (installs footings and foundation).

Section 5.03. Back of Curb Maintenance. Notwithstanding anything herein to the contrary, each Owner 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 Shared Roadway or a public-right-of-way between such Owner's Parcel and the back of curb of Shared Roadway or 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 (including irrigation systems), and mowing of any green belt or landscaped areas; the pruning, cutting and replacement of any trees and shrubbery; 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 the standards of a first-class retail shopping center. In the event an Owner of a Parcel shall fail to comply with this Section 5.03, Developer may, but shall not be obligated to, after not less than fifteen (15) days prior written notice to such Owner, 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 be reimbursed by such Owner to Developer within fifteen (15) days of the receipt of an invoice therefor, and in the event of nonpayment, Developer shall be entitled to a lien as provided in Section 6.05 and the remedies available pursuant to Section 7.01. In addition, each Owner grants to all other Owners and their tenants and occupants, and the respective invitees of each of them, an easement for pedestrian traffic across those sidewalks located as shown on Exhibit A-1.

Section 5.04. Monument Sign on Meijer Property. Meijer hereby grants to Developer a nonexclusive easement on the Meijer Property depicted on attached Exhibit A and labeled "Meijer Monument Sign Area" for the purposes of: (i) constructing, maintaining, repairing, and replacing a Monument Sign (which shall include, among other things, individual pinned letters directing traffic to the Meijer Property); and (ii) installing, maintaining and replacing desired landscaping. Meijer hereby grants to Developer the right to install utilities in, under or through the Meijer Monument Sign Area, provided such use is not inconsistent with the easement created hereby. At such time as Developer desires to construct the Monument Sign and install the landscape area on the Meijer Property, Developer shall have the temporary right to enter upon certain portions of the Meijer Property immediately contiguous to the Meijer Monument Sign Area, which temporary right shall terminate upon completion of the construction of the monument sign and installation of the landscaping. No buildings, structures, or other obstructions shall be permitted or maintained within the Meijer Monument Sign Area. The construction of the Monument Sign to be located within the Meijer Monument Sign Area shall be governed by the terms and conditions of the Development Agreement.

Section 5.05. Monument Sign on Duke Property. Developer hereby grants to Meijer a nonexclusive easement over one location on the Duke Property depicted on attached Exhibit A and labeled "Duke Monument Sign Area" for the purposes of installing, maintaining, repairing and replacing individual pinned letters directing traffic to the Meijer Property. Developer agrees to construct, maintain, repair, replace and illuminate a Monument Sign within the Duke Monument Sign Area. Developer agrees at its cost to have constructed and installed the individual pinned letters directing traffic to the Meijer Property. No buildings, structures, or other obstructions shall be permitted or maintained within the Duke Monument Sign Area. The construction of the Monument Sign to be located within the Duke Monument Sign Area shall be governed by the terms and conditions of the Development Agreement.

Section 5.06. Pylon Sign Easements. Developer hereby grants to Meijer: (i) a perpetual, nonexclusive easement over the Heartland Sign Area located on the Duke Property depicted on attached Exhibit A; and (ii) a perpetual, nonexclusive easement over the I-65 Sign Area generally depicted and legally described on attached Exhibit D ("I-65 Sign Easement Area"). The easements granted herein shall be for the benefit of the Meijer Property and shall be for the purpose of installing and maintaining a sign panel on the Pylon Sign located in each of the Pylon Sign Areas (each a "Meijer Panel") for advertising the use on the Meijer Property, provided however that Meijer agrees not to advertise any gas station located on the Meijer Property. The construction and installation of the Pylon Signs and the Meijer sign panels shall be governed by the terms and conditions of the Development Agreement. The parties acknowledge that Developer will be required to obtain the approval of Area Plan Commission for installation and use of the Pylon Signs and that the exact location of the I-65 Pylon Sign within the I-65 Sign Easement Area has yet to be determined and approved by the Area Plan Commission. In the event Developer has failed to obtain approval of either or both of the Pylon Signs on or before December 1, 2008, Meijer shall have the right to seek approval of either or both of the Pylon Signs, as more fully provided for in the Development Agreement, and the easement rights granted to Meijer herein shall also include the right of Meijer to construct and install the Heartland Pylon Sign within the Heartland Sign Area and the I-65 Pylon Sign within the I-65 Sign Easement Area. Notwithstanding the foregoing, (i) upon approval of the I-65 Pylon Sign, the parties shall enter into an amendment to this Declaration to reduce the area of the I-65 Easement Area to the actual location of the I-65 Pylon Sign and such additional area necessary to provide access to the sign and to conduct maintenance and sign panel installation activities; (ii) in the event Meijer fails to obtain approval for the I-65 Sign pursuant to the preceding sentence by May 15, 2012, the easement for the the I-65 Easement Area shall terminate on May 15, 2012; (iii) in the event Developer wishes to sell a portion of the I-65 Easement Area prior to the approval of the I-65 Sign, such portion shall be released from the easement granted herein so long as there remains an area sufficient in size, location and desirability from a visibility, advertising and marketing standpoint for the placement of the I-65 Sign. No buildings, structures, or other obstructions shall be permitted or maintained within the Pylon Sign Areas.

Section 5.07. Easement Descriptions. Developer and Meijer hereby acknowledge and agree that the location and legal description of the Shared Roadway, the Rear Access Easement Area, the Meijer Monument Sign Area, the Duke Monument Sign Area and the Heartland Sign Area shall be established by the recording of a Plat of the Development by both Developer and Meijer. Each party shall have the right to review and approve the Plat with respect to the location and descriptions of the easement areas referred to above.

Section 5.08. Monument and Pylon Sign Maintenance. Developer shall maintain each of the Monument Signs and the Pylon Signs. The Monument Signs and the Pylon Signs shall be maintained and operated in good condition and appearance in a manner and with such frequency as is consistent with the standards of a first-class retail shopping center. Developer shall be responsible for operating and paying for all costs (including electric bills) to illuminate the Pylon Signs and the Monument Signs. The costs thereof shall be included in the Annual Assessment.

ARTICLE 6 **ASSESSMENTS**

Section 6.01. Covenant for Assessments. Each Owner of the Duke Property and the Outlots covenant and agree, by execution of this Declaration or by acceptance of a deed from the Owner's Parcel in the case of each subsequent Owner (regardless of whether expressly stated in

such deed), to timely pay the Developer each payment of the Owner's Proportionate Share of the Maintenance Costs which is incurred or becomes due and payable during the period in which such Owner owns its Parcel. Amounts so assessed against the Owners of the Developer Parcel and the Outlots are Parcel Assessments for the Development, and are in addition to Assessments imposed under the Master Declaration.

The Owner of the Meijer Property covenants and agrees to pay the Developer, each year for a term of thirty (30) years, its share of the costs to maintain the Monument Signs, the Pylon Signs, the off-site storm drainage system, the main Anson entry features located at State Road 334 and County Road 650 East, the landscaping in County Road 650 East roundabouts, and any other facilities maintained by the Developer in Anson in the amount of Twenty Thousand Dollars (\$20,000) (the "Meijer Assessment"). The Meijer Assessment shall be due and payable on the later of: (i) January 15th of each year this Declaration is in effect, beginning January 1, 2009; or (ii) fifteen days after being invoiced by the Developer for that particular year.

The Meijer Assessment paid by Meijer is Meijer's Annual Assessment Costs. The Proportionate Share of the Maintenance Costs paid by each Owner of the Developer Parcel or the Outlots is such Owner's Annual Assessment.

Section 6.02. Establishing Annual Assessments: Payments. The Developer shall adopt an estimated budget of the Maintenance Costs for the Duke Property and the Outlots each calendar year (the "Annual Budget") and provide a copy of the Annual Budget to the Owner of a Parcel within the Duke Property and the Outlots. Each Owner of a Parcel within the Duke Property and the Outlots shall then pay its Proportionate Share of the estimated Maintenance Costs set forth in the Annual Budget within thirty (30) days after receiving the Annual Budget from the Developer. In the event of any extraordinary item of Maintenance Costs incurred by the Developer during a calendar year but not included in the Annual Budget for such year, each Owner of a Parcel within the Duke Property and the Outlots shall pay to the Developer its Proportionate Share of each such item within thirty (30) days after receiving a statement therefor from the Developer. On or before April 30 of each calendar year, the Developer shall furnish to each Owner of a Parcel within the Duke Property and the Outlots a statement (the "Annual Statement") setting forth the total amount of Maintenance Costs incurred by the Developer for the preceding calendar year, such Owner's Proportionate Share thereof and the amount thereof previously paid by such Owner or a predecessor Owner. The Developer shall refund any overpayment to the then Owner of a Parcel within the Duke Property and the Outlots at the time the Annual Statement is furnished, and in the case of an underpayment, such Owner shall pay the amount thereof to the Developer within thirty (30) days after receipt of the Annual Statement. In the event the Developer fails to provide any Owner with an Annual Budget or Annual Statement on or before the applicable date specified above, the Owner of a Parcel within the Duke Property and the Outlots shall not be relieved from its obligation to pay its Proportionate Share of the Maintenance Costs as its Annual Assessment, but in such event, such Owner's payment shall not be due and payable until thirty (30) days after receipt from the Developer of an appropriate statement of the amount due from such Owner.

Section 6.03. Personal Obligation. The amount of each payment of Annual Assessment for each calendar year attributable to ownership of a given Parcel shall constitute the personal obligation of the person or entity which is the record Owner of the Parcel on the date the payment of Annual Assessment becomes due and payable, and no Owner shall be personally obligated to pay any payment of Annual Assessment which becomes due and payable either before or after the period during which the Owner is the record Owner of its Parcel. In addition, an Owner of a Parcel shall be personally obligated to perform any other obligation imposed hereunder upon the Owner of such Parcel only if and to the extent that such obligation is required to be performed during the period in which such Owner is the record Owner of such Parcel.

Section 6.04. Limitation on Personal Liability. The Owner of a Parcel within the Duke Property or the Outlots shall be personally obligated to pay a sum of money payable under the terms of this Declaration by the Owner of such Parcel only if such sum becomes due and payable on a date during the period in which such Owner is the record Owner of the Parcel; and an Owner of a Parcel shall be personally obligated to perform any other obligation imposed hereunder upon the Owner of such Parcel only if and to the extent that such obligation is

required to be performed during the period in which such Owner is the record Owner of such Parcel.

Section 6.05. Assessment Liens. In the event of an Owner's failure to timely pay the Annual Assessment attributable to its Parcel or other amounts payable by an Owner pursuant to this Declaration, the delinquent amount owed by such Owner shall constitute a lien upon the Owner's Parcel as of the date the Developer records an affidavit with the Recorder of Boone County, Indiana, containing the legal description of the Owner's Parcel and stating the name of the Owner, the delinquent amount owed by the Owner and the date on which such amount was due and payable. Such lien shall encumber the defaulting Owner's entire interest in its Parcel, run in favor of the Developer and be enforceable in the same manner as a mortgage, provided that any such lien shall be subordinate to the lien of any bona fide first mortgage to an unrelated third party then existing on the Parcel. The sale, conveyance or other transfer of any Parcel or interest therein shall not in any manner alter or impair any assessment lien on the Parcel or the right hereunder of the Developer to enforce or impose an assessment lien upon the Parcel. Without limiting the generality of the foregoing, in the event a delinquency arises with respect to which the Developer is entitled hereunder to impose and enforce a lien upon a Parcel, such right shall continue notwithstanding that the Parcel or any interest therein is sold, conveyed or otherwise transferred after such delinquency arises but before assessment lien therefor is imposed as provided herein.

Section 6.06. Additional Costs. Each sum owed hereunder by an Owner shall be due and payable by such Owner without relief from valuation and appraisal laws and together with costs of collection, attorney fees and, if delinquent for more than thirty (30) days, with interest at the lesser of eighteen percent (18%) per annum or the highest rate of interest permitted under applicable law from the date due until paid. In the event a delinquent sum is made a lien upon a Parcel in accordance with the terms and provisions of this Declaration, the related collection costs, attorney fees and interest on such delinquent sum shall constitute a further lien upon the Parcel.

Section 6.07. Initial Assessment. In addition to such Owner's Annual Assessment under this Declaration, (a) the Owner of the Meijer Property shall be required to pay Developer an initial assessment in an amount equal to six cents (\$0.06) per square foot of building located on the Meijer Property, which shall be paid to the Developer on the date the Owner of the Meijer Property commences construction of the improvements (installs footings and foundation) to be located on the Meijer Property, and (b) each Owner of a Parcel within the Duke Property or the Outlots shall be required to pay Developer an initial assessment, in the amount and at the time provided for in the Master Declaration.

ARTICLE 7 ENFORCEMENT

Section 7.01. Nonpayment of Assessments. If payment of an Owner's Annual Assessment or any other amount payable by an Owner pursuant to the provisions of this Declaration is not timely made by an Owner liable therefor, the Developer shall be entitled to recover the delinquency, together with collection costs, attorney fees and interest as provided in Sections 6.05 and 6.06, by instituting legal action against the person or entity personally obligated to pay the delinquency. In addition, the Developer may seek to recover the delinquency, together with collection costs, attorney fees and interest as provided in Section 6.06, by foreclosing the lien therefor imposed pursuant to this Declaration upon the Parcel to which the delinquency relates, and the Developer shall be entitled to purchase such Parcel at the foreclosure sale.

Section 7.02. Enforcement of Other Covenants. In the event an Owner, lessee, occupant or other user of a Parcel violates or fails to perform any covenant, condition or restriction of this Declaration (other than the covenant to pay the Annual Assessment) and such failure continues for thirty (30) days after written notice thereof from the Developer or any non-defaulting Owner, to the defaulting Owner, the Developer and/or any non-defaulting Owner shall be entitled to institute an action for enforcement of this Declaration and for damages or injunctive relief, or both. Developer and/or any non-defaulting Owner shall further be entitled to its attorneys' fees and costs in successfully enforcing this Declaration pursuant to this Section 7.02.

Section 7.03. Substituted Performance. At any time after thirty (30) days written notice to an Owner of any Parcel of a violation under this Declaration, the Developer or its designee, shall be entitled to enter upon the defaulting Owner's Parcel and to cure such violation. The cost incurred by the Developer in curing such violation shall be immediately due and payable, together with collection costs, attorney fees and interest as provided in Section 6.06, in the same manner as a delinquent payment of the Annual Assessment. The Developer, by reason of it taking such action, shall not be liable or responsible to the defaulting Owner or any other person or entity for any loss or damage thereby sustained unless such loss or damage arose from the non-defaulting Owner's gross negligence in curing the violation.

Section 7.04. No Forfeiture. There shall be no right of reversion or forfeiture of title resulting from any violation of this Declaration.

ARTICLE 8 MISCELLANEOUS

Section 8.01. No Liens. In the performance of any construction, maintenance or repair work performed under or pursuant to this Declaration, the performing party shall timely pay all costs thereof and shall not suffer nor give cause for the filing of any mechanics, materialmen's or judgment lien against any of the Development. In the event any such lien is filed, the performing party (or if not an owner of property in the Development, the owner of the property in the Development whose property is being benefited) shall cause such lien to be discharged of record within thirty (30) days after the date of filing thereof. The performing party shall, upon request, deliver an affidavit or certificate as may reasonably be required to confirm that all costs for any such work have been paid and that no circumstances exist which would give rise to any such lien on account of work materials, labor or supplies provided by, to, on behalf of or for the benefit of such performing party in respect of the Development.

Section 8.02. No Barriers. No person shall erect, install or maintain any barriers or other obstructions restricting, limiting, interfering or blocking the free flow of ingress and egress between the Parcels or over the Rear Access Drive or the Shared Roadway except for reasonable directional and/or traffic control facilities.

Section 8.03. Notices. All payments to be made hereunder shall be delivered to the party entitled thereto at the address set forth for notices to such party. All notices or communications to be given under or pursuant to this Declaration shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified or registered mail, postage prepaid, return receipt requested, or reputable, national overnight delivery service (with tracking number capability). Notices shall be deemed delivered upon receipt or refusal as evidenced by the return receipt, or records of the overnight delivery service, as applicable.

If to Developer: Duke Realty Limited Partnership
600 East 96th Street, Suite 100
Indianapolis, Indiana 46240
ATTN: Craig Anderson
Vice President of Property Operations, Anson

Copy to: George H. Abel, II
Senior Corporate Attorney
Duke Realty
600 East 96th Street, Suite 100
Indianapolis, IN 46240

If to the Owner
of the Meijer
Property: Meijer Stores Limited Partnership
Attn: Real Estate Department
2929 Walker Avenue
Grand Rapids, MI 49544

Section 8.04. Term. The terms of this Declaration, and the easements granted herein, are perpetual.

Section 8.05. Appurtenance. Except as otherwise provided for herein, the easements and license granted herein are appurtenant to, run with, and are intended to benefit and burden the Benefited Property.

Section 8.06. Reservation of Rights. Developer hereby reserves the right to use and enjoy the Duke Property for any purpose not inconsistent with the rights granted herein including, without limitation, the granting of other easements; the closing of all or any portion of an access drive located on the Duke Property, except the Shared Roadway, from time to time to prevent the acquisition by the public of rights thereto or to perform maintenance, repair or construction thereon; and the relocating of all or any portion of the Common Facility Easements, the Monument Signs (except for those Common Facilities and the Monument Sign located on the Meijer Property without the written consent and approval of Meijer, which consent shall not be unreasonably withheld) and/or the Pylon Signs (provided Developer has obtained the written approval and consent of Meijer to relocate either Pylon Sign, which consent shall not be unreasonably withheld), so long as such relocation does not materially impair utility service to any Benefited Property, does not materially impair or impede access to County Road 650 East, Central Boulevard, Heartland Drive or State Road 334 and, does not materially impair visibility of the Monument Signs or Pylon Sign, and does not impose material new burdens on any owner of Benefited Property, without in each case the prior written consent of the Owner(s) of the affected Benefited Property. In exercising its rights hereunder, Developer shall use reasonable efforts to maintain access to and from all occupied buildings on the Benefited Property and a publicly dedicated street and to minimize interference with the operation of businesses on the Benefited Property.

Section 8.07. Modification. This Declaration is intended to be the entire agreement between the parties relating to the subject matter hereof and shall supersede all prior agreements, written or oral, express or implied, between the parties. No amendment to this Declaration will be valid or enforceable until it has been executed and delivered by all the fee simple owners of the Benefited Property affected by such amendment with the consent of any mortgagee of such property.

Section 8.08. Governance. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 8.09. Consents Reasonable. Whenever in this Declaration, the consent, approval, discretion or determination of any Benefited Party is required, such Benefited Party hereby agrees not to unreasonably withhold or delay its consent or approval and to exercise its discretion or determination in a reasonable manner.

Section 8.10. Exhibits. Each exhibit attached to and referred to in this Declaration is hereby incorporated herein by reference as though set forth in full where referred to herein.

Section 8.11. Relationship to Master Declaration.

- (a) Any common area specifically designated as a common area on the Plat Easement within the Duke Property or the Outlots is Limited General Community Area.
- (b) The Common Facilities within the Duke Property or the Outlots are Limited Common Facilities.

Section 8.12. Assignment By Developer. Developer may assign its rights and obligations under this Declaration to a successor Developer in a recorded instrument executed by the preceding Developer.

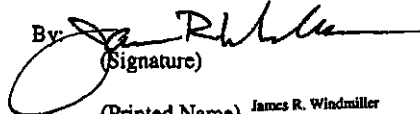
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Declaration of Development Standards, Covenants, and Restrictions as of the day and year first above written.

“DEVELOPER”

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation, its general partner


By: 
(Signature)
(Printed Name) James R. Windmiller
Senior Vice President
Its:
(Title)

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James R. Windmiller, by me known and by me known to be the Sr. V.P. 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 “Declaration of Development Standards, Covenants and Restrictions” on behalf of said partnership.

WITNESS my hand and Notarial Seal this 7 day of March, 2008.




Notary Public
Leigh Ann Conway, Notary Public
State of Indiana
My Commission Expires: May 10, 2008
My County of Residence: Hamilton
(Printed Signature)

My Commission Expires: _____
My County of Residence: _____

IN WITNESS WHEREOF, the parties have executed this Declaration of Development Standards, Covenants, and Restrictions as of the day and year first above written.

MEIJER STORES LIMITED PARTNERSHIP,
a Michigan limited partnership

By: Meijer Group, Inc.
Its: General Partner

By: *Robert J. VerHeulen*
Robert J. VerHeulen
Its: Vice President

Legal *LVE*
Bus. *JME*

STATE OF MICHIGAN)
) SS:
COUNTY OF KENT)

Before me, a Notary Public in and for said County and State, personally appeared Robert J. VerHeulen, by me known to be the Vice President of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, who acknowledged the execution of the foregoing "Declaration of Development Standards, Covenants and Restrictions" for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 6th day of March, 2008.

Pat A. Bigorowski
Notary Public

(Printed Signature)

PAT A. BIGOROWSKI

My Commission Expires: _____ Notary Public, Kent County, Michigan
My County of Residence: _____ Acting in Kent County
My Commission Expires July 1, 2012

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. (George H. Abel, II)

This instrument prepared by George H. Abel, II, Duke Realty Corp., 600 East 96th Street, #100, Indianapolis, Indiana 46240.

**CONSENT TO
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS AND
RESTRICTIONS**

Indiana Members Credit Union, of Indianapolis, Indiana, ("IMCU") is owner of a portion of the Development described in the foregoing Declaration of Development Standards, Covenants and Restrictions (such of the Development being owned by the undersigned being hereafter referred to as the "IMCU Property"), and does hereby consent on behalf of itself, its successors and assigns, to the submission of the IMCU Property to the foregoing Declaration of Development Standards, Covenants and Restrictions. IMCU further agrees that from and after the date of this Consent, the IMCU 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 Declaration of Development Standards, Covenants and Restrictions, as the same may be amended from time to time, all of which shall run with the title to the IMCU Property and shall be binding upon all persons having any rights, title or interest in the IMCU Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

INDIANA MEMBERS CREDIT UNION OF
INDIANAPOLIS, INDIANA



By:

Michael L. Miller

(Signature)

Michael L. Miller

(Printed Name)

Its

Vice President of Operations

(Title)

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Michael L. Miller, the VP, Operations of Indiana Members Credit Union, of Indianapolis, Indiana, who acknowledged the execution of the foregoing Consent to "Declaration of Development Standards, Covenants and Restrictions" on behalf of said credit union.

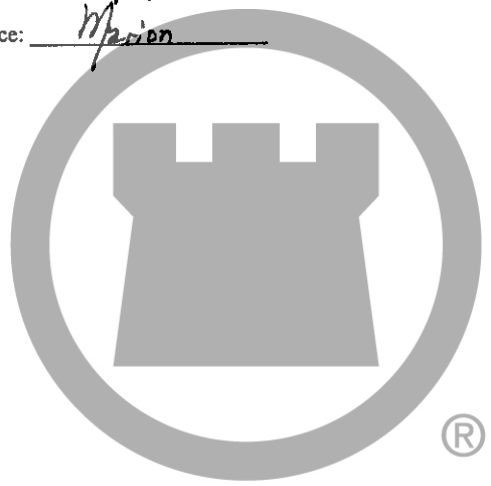
Witness my hand and Notarial Seal this 6th day of March, 2008.



Marcel E. Faenzi
Notary Public
Marcel E. Faenzi
(Printed Signature)

My Commission Expires: 8/13/09

My County of Residence: Marion



CHICAGO TITLE

EXHIBIT A-1
DRAWING OF DEVELOPMENT UTILITIES

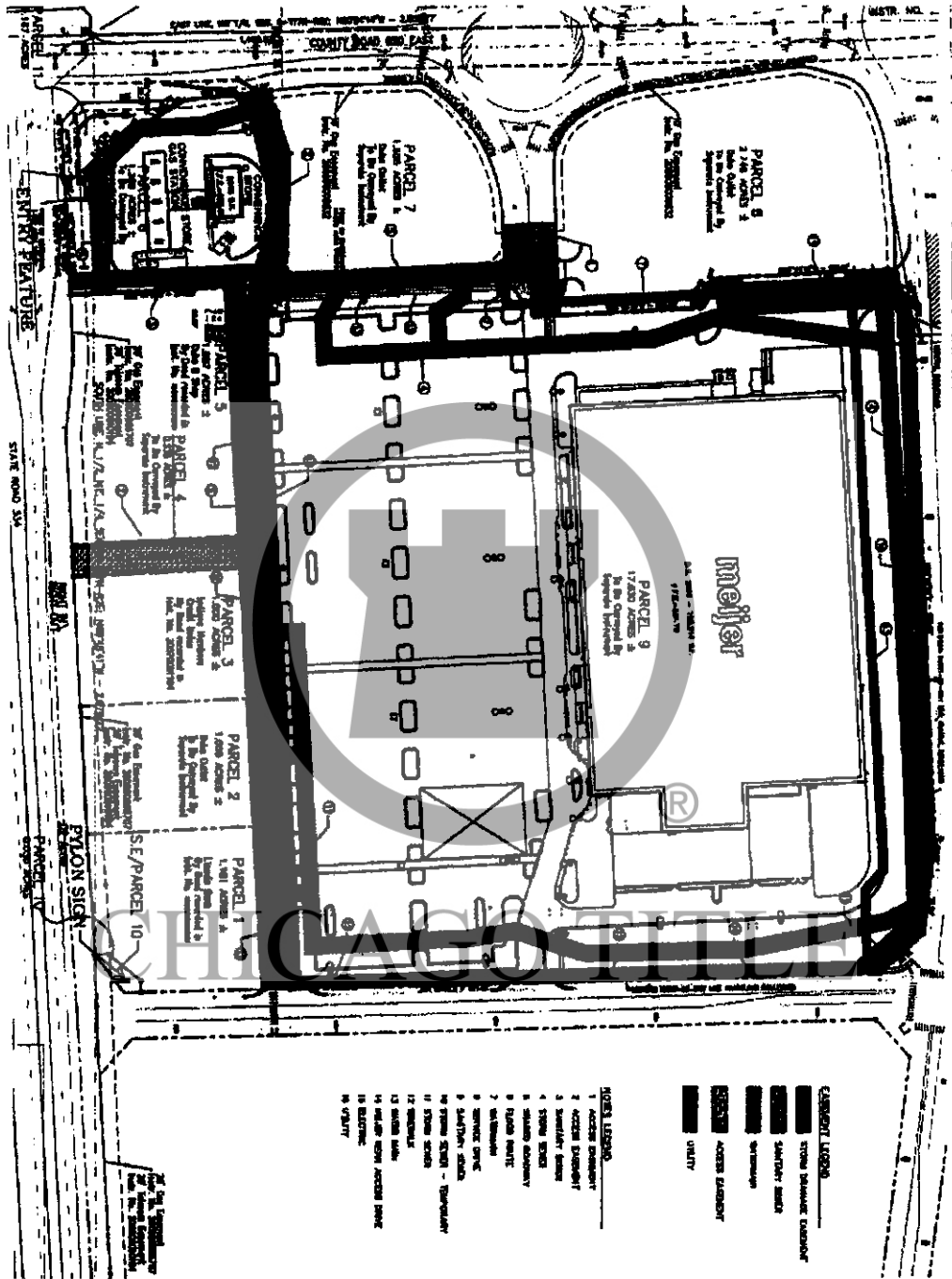


EXHIBIT B**LEGAL DESCRIPTION OF DEVELOPMENT**

(Page 1 of 2)

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

Commencing at the southwest corner of said Block G (the west end of the 303.93-foot-long course); thence North 87 degrees 18 minutes 53 seconds East (basis of bearings per said Anson Development Plat), a distance of 303.93 feet along the south line of said Block G and north right-of-way line of State Road 334 to the POINT OF BEGINNING; thence North 02 degrees 42 minutes 36 seconds West, a distance of 26.63 feet; thence North 44 degrees 00 minutes 18 seconds West, a distance of 92.72 feet; thence North 02 degrees 41 minutes 20 seconds West, a distance of 22.78 feet; thence North 31 degrees 14 minutes 02 seconds West, a distance of 50.17 feet (the following seventeen (16) courses are along the west line of said Block G and the east right-of-way line of County Road 650 East); 1) thence North 06 degrees 04 minutes 03 seconds West, a distance of 114.80 feet; 2) thence North 01 degree 20 minutes 52 seconds West, a distance of 131.32 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 40 degrees 50 minutes 02 seconds, the radius point of which bears North 88 degrees 39 minutes 08 seconds East from said point; 3) thence northerly along said curve 21.38 feet to a point which bears North 50 degrees 30 minutes 49 seconds West from said radius point; 4) thence North 39 degrees 29 minutes 11 seconds East, a distance of 19.54 feet to the point of curvature of a curve to the right, having a radius of 210.00 feet and a central angle of 48 degrees 39 minutes 56 seconds, the radius point of which bears South 50 degrees 30 minutes 49 seconds East from said point; 5) thence northeasterly along said curve 178.37 feet to a point which bears North 01 degrees 50 minutes 53 seconds West from said radius point; 6) thence North 88 degrees 09 minutes 07 seconds East, a distance of 11.56 feet; 7) thence North 01 degree 50 minutes 53 seconds West, a distance of 70.00 feet; 8) thence South 88 degrees 09 minutes 07 seconds West, a distance of 71.31 feet to the point of curvature of a curve to the right having a radius of 80.00 feet and a central angle of 56 degrees 22 minutes 40 seconds, the radius point of which bears North 01 degree 50 minutes 53 seconds West from said point; 9) thence westerly and northwesterly along said curve 78.72 feet to a point which bears South 54 degrees 31 minutes 46 seconds West from said radius point, said point being a point of compound curvature of a curve to the right having a radius of 209.54 feet and a central angle of 27 degrees 17 minutes 33 seconds, the radius point of which bears North 54 degrees 31 minutes 46 seconds East; 10) thence northerly along said curve, a distance of 99.81 feet to a point which bears South 81 degrees 49 minutes 19 seconds West from said radius point; 11) thence North 08 degrees 10 minutes 41 seconds West, a distance of 192.38 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 23 degrees 17 minutes 58 seconds, the radius point of which bears North 81 degrees 49 minutes 19 seconds East from said point; 12) thence northerly along said curve 20.33 feet to a point which bears North 74 degrees 52 minutes 43 seconds West from said radius point; 13) thence North 15 degrees 07 minutes 17 seconds East, a distance of 44.05 feet to a point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 47 degrees 15 minutes 35 seconds, the radius point of which bears South 74 degrees 52 minutes 43 seconds East from said point; 14) thence northeasterly along said curve 41.24 feet to a point which bears North 27 degrees 37 minutes 09 seconds West from said radius point, said point being the point of compound curvature of a curve to the right having a radius of 232.00 feet and a central angle of 22 degrees 23 minutes 21 seconds, the radius point of which bears South 27 degrees 37 minutes 09 seconds East; 15) thence easterly along the arc, a distance of 90.66 feet to a point which bears North 05 degrees 13 minutes 48 seconds West from said radius point; 16) thence North 84 degrees 46 minutes 12 seconds East, a distance of 81.73 feet; thence North 80 degrees 20 minutes 46 seconds East, a distance of 147.26 feet to the south right-of-way line of Central Boulevard (the following three (3) courses are along said south right-of-way line); 1) thence North 88 degrees 09 minutes 07 seconds East, a distance of 630.18 feet to the point of curvature of a curve to the right having a radius of 470.00 feet and a central angle of 09 degrees 00 minutes 00 seconds, the radius point of which bears South 01 degree 50 minutes 53 seconds East from said point; 2) thence easterly along said curve 73.83 feet to a point which bears North 07 degrees 09 minutes 07 seconds East from said radius point; 3) thence South 82 degrees 50 minutes 53 seconds East, a distance of 76.23 feet; thence South 42

EXHIBIT B**LEGAL DESCRIPTION OF DEVELOPMENT**

(Page 2 of 2)

degrees 05 minutes 52 seconds East along the transitional right-of-way line between Central Boulevard and Heartland Boulevard, a distance of 75.76 feet; thence South 01 degree 20 minutes 52 seconds East along the west right-of-way line of said Heartland Boulevard, a distance of 990.80 feet; thence South 52 degrees 11 minutes 58 seconds West along the transitional right-of-way line between Heartland Boulevard and State Road 334 a distance of 61.85 feet to the south line of said Block G (the following five (5) courses are along said south line); 1) thence South 88 degrees 14 minutes 30 seconds West, a distance of 33.55 feet; 2) thence South 85 degrees 52 minutes 57 seconds West, a distance of 97.50 feet; 3) thence South 87 degrees 18 minutes 56 seconds West, a distance of 550.99 feet; 4) thence North 84 degrees 09 minutes 17 seconds West, a distance of 101.12 feet; 5) thence South 87 degrees 18 minutes 53 seconds West, a distance of 202.96 feet to the POINT OF BEGINNING and Containing 28.755 acres, more or less.

**CHICAGO TITLE**

EXHIBIT C**LEGAL DESCRIPTION FOR
MEIJER PROPERTY****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 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.



CHICAGO TITLE

EXHIBIT D

DEPICTION OF I-65 SIGN AREA

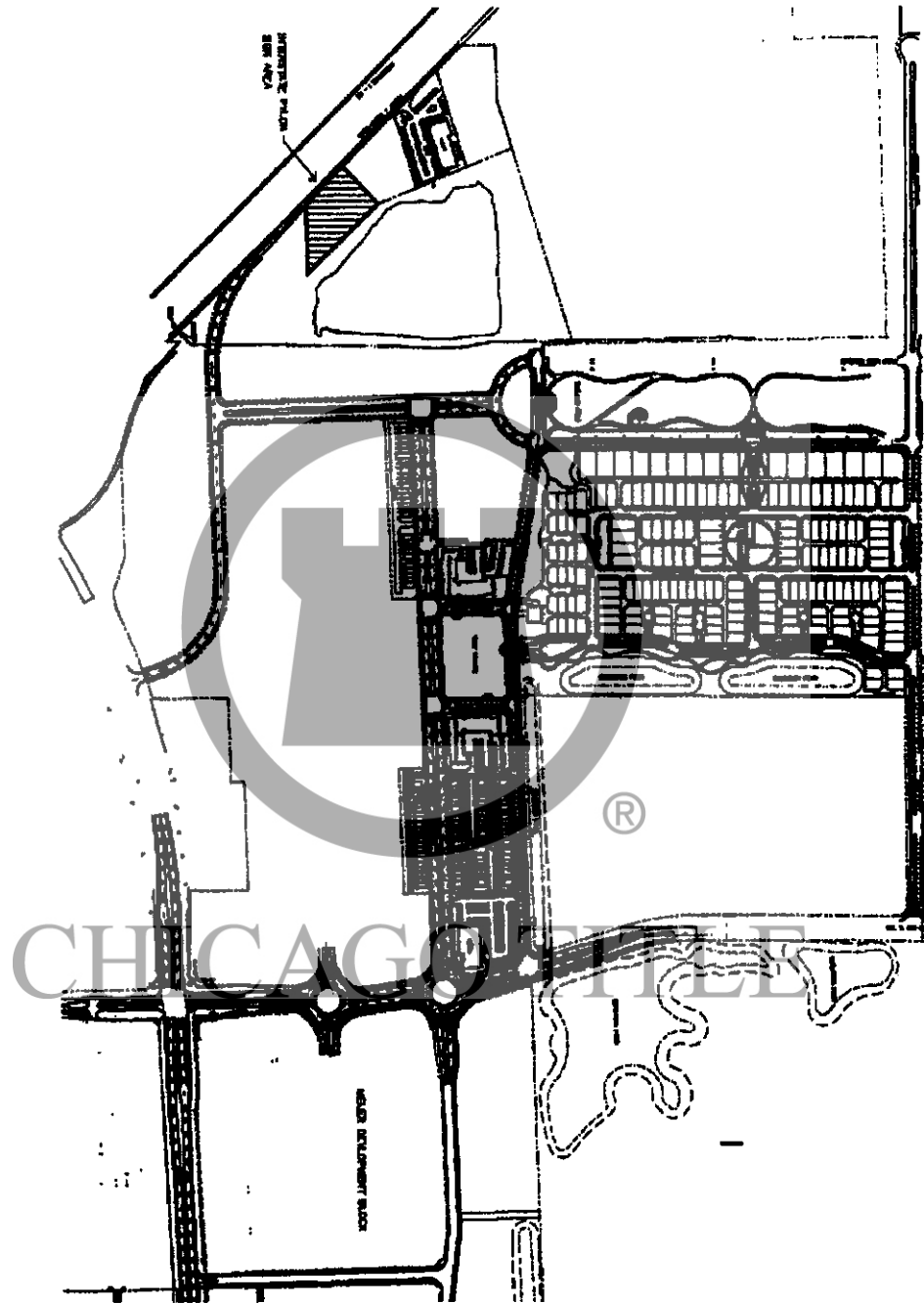


EXHIBIT D**LEGAL DESCRIPTION OF I-65 SIGN AREA**

A part of the Northeast Quarter of Section 1, Township 17 North, Range 1 East located in Perry Township, Boone County, Indiana being bounded as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 17 North, Range 1 East; thence South 00 degrees 44 minutes 31 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,534.02 feet along the East Line of said Northeast Quarter to the centerline of Perry-Worth Road; thence North 44 degrees 43 minutes 15 seconds West 894.78 feet along the centerline of Perry-Worth Road to the POINT OF BEGINNING of this description; thence North 44 degrees 43 minutes 15 seconds West 224.29 feet along the centerline of Perry-Worth Road; thence North 46 degrees 05 minutes 30 seconds East 242.38 feet; thence South 43 degrees 54 minutes 30 seconds East 443.06 feet; thence South 88 degrees 31 minutes 42 seconds West 324.10 feet to the POINT OF BEGINNING containing 1.841 acres, more or less.



CHICAGO TITLE

EXHIBIT E

LEGAL DESCRIPTION/DRAWING OF ADDITIONAL DEVELOPER PROPERTY

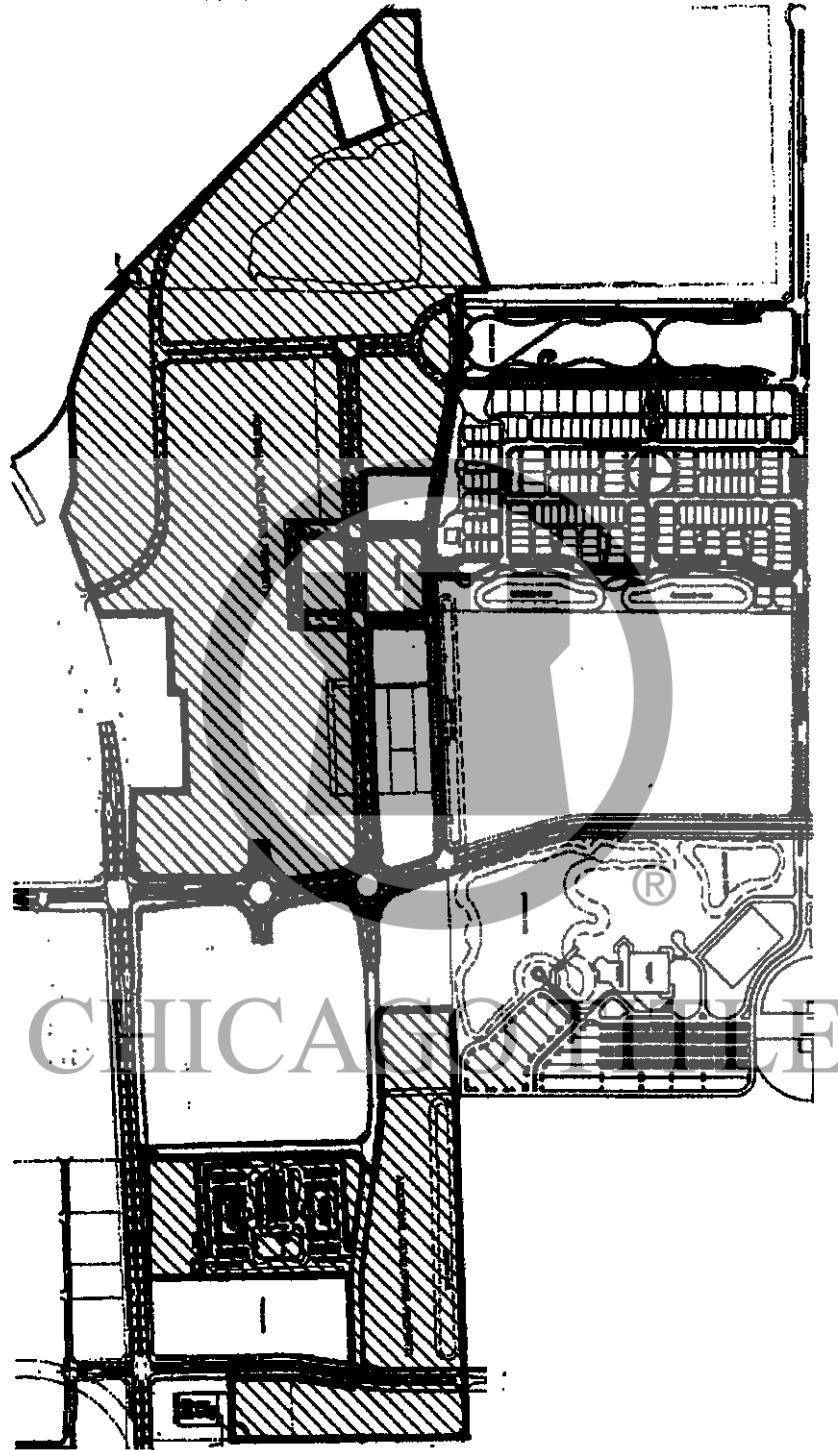


EXHIBIT ELegal Description

Blocks C, E, G and H in the Anson Development – Phase I South Right-of-Way Dedication & Easement Location plat recorded as Instrument No. 200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana, located in the Northwest Quarter of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana.

LESS AND EXCEPTING THEREFROM: (RSK Properties, LLC)

A part of Block E in the Anson Development - Phase I South Right-of-Way Dedication & Easement Location plat recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana located in the Northeast Quarter of Section 1, Township 17 North, Range 1 East located in Perry Township, Boone County, Indiana being bounded as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 17 North, Range 1 East; thence South 00 degrees 44 minutes 31 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,534.02 feet along the East Line of said Northeast Quarter to the centerline of Perry-Worth Road; thence North 44 degrees 43 minutes 15 seconds West 1,454.00 feet along the centerline of Perry-Worth Road to the **POINT OF BEGINNING** of this description; thence North 44 degrees 43 minutes 15 seconds West 274.66 feet along the centerline of Perry-Worth Road; thence North 73 degrees 03 minutes 03 seconds East 462.03 feet; thence South 22 degrees 00 minutes 23 seconds East 243.97 feet; thence South 73 degrees 03 minutes 03 seconds West 355.56 feet to the **POINT OF BEGINNING** containing 2.281 acres, more or less.

FURTHER LESS AND EXCEPTING THEREFROM: (Anson FC)

A part of Block E in the Anson Development - Phase I South Right-of-Way Dedication & Easement Location plat recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana being bounded as follows:

BEGINNING at the southeastern end of the transitional right-of-way line between Schooler Drive (60.00 foot right-of-way) and Willey Square Drive West (70.00 foot right-of-way) (the southeastern end of the South 40 degrees 05 minutes 27 seconds East 22.82 foot-long course); thence South 00 degrees 22 minutes 28 seconds West (the bearing system of the plat is assumed) 266.02 feet along the western right-of-way line of said Willey Square Drive West to the transitional right-of-way line between said Willey Square Drive West and Central Boulevard

(100 foot right-of-way); thence South 44 degrees 15 minutes 47 seconds West 21.62 feet along said transitional right-of-way line between said Willey Square Drive West and said Central Boulevard to a short run of the northern right-of-way line of said Central Avenue; thence South 88 degrees 09 minutes 07 seconds West 237.55 feet along said short run of the northern right-of-way of said Central Avenue and along said short run of the northern right-of-way of said Central Avenue extended westerly; thence North 00 degrees 25 minutes 58 seconds East 346.04 feet to the southern right-of-way line of said Schooler Drive; thence South 80 degrees 33 minutes 23 seconds East 240.19 feet along the southern right-of-way line of said Schooler Drive to said transitional right-of-way line between said Schooler Drive and said Willey Square Drive West; thence South 40 degrees 05 minutes 27 seconds East 22.82 feet along said transitional right-of-way line between Schooler Drive and Willey Square Drive West to the POINT OF BEGINNING containing 1.853 acres, more or less.

FURTHER LESS AND EXCEPTING THEREFROM: (Meijer Block)

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

Commencing at the southwest corner of said Block G (the west end of the 303.93-foot-long course); thence North 87 degrees 18 minutes 53 seconds East (basis of bearings per said Anson Development Plat), a distance of 303.93 feet along the south line of said Block G and north right-of-way line of State Road 334 to the POINT OF BEGINNING; thence North 02 degrees 42 minutes 36 seconds West, a distance of 26.63 feet; thence North 44 degrees 00 minutes 18 seconds West, a distance of 92.72 feet; thence North 02 degrees 41 minutes 20 seconds West, a distance of 22.78 feet; thence North 31 degrees 14 minutes 02 seconds West, a distance of 50.17 feet (the following seventeen (16) courses are along the west line of said Block G and the east right-of-way line of County Road 650 East); 1) thence North 06 degrees 04 minutes 03 seconds West, a distance of 114.80 feet; 2) thence North 01 degree 20 minutes 52 seconds West, a distance of 131.32 feet to the point of curvature of a curve to the right having a radius of 30.00 feet and a central angle of 40 degrees 50 minutes 02 seconds, the radius point of which bears North 88 degrees 39 minutes 08 seconds East from said point; 3) thence northerly along said curve 21.38 feet to a point which bears North 50 degrees 30 minutes 49 seconds West from said radius point; 4) thence North 39 degrees 29 minutes 11 seconds East, a distance of 19.54 feet to the point of curvature of a curve to the right, having a radius of 210.00 feet and a central angle of 48 degrees 39 minutes 56 seconds, the radius point of which bears South 50 degrees 30 minutes 49 seconds East from said point; 5) thence northeasterly along said curve 178.37 feet to a point which bears North 01 degrees 50 minutes 53 seconds West from said radius point; 6) thence North 88 degrees 09 minutes 07 seconds East, a distance of 11.56 feet; 7) thence North 01 degree 50 minutes 53 seconds West, a distance of 70.00 feet; 8) thence South 88 degrees 09 minutes 07 seconds West, a distance of 71.31 feet to the point of curvature of a curve to the right having a

radius of 80.00 feet and a central angle of 56 degrees 22 minutes 40 seconds, the radius point of which bears North 01 degree 50 minutes 53 seconds West from said point; 9) thence westerly and northwesterly along said curve 78.72 feet to a point which bears South 54 degrees 31 minutes 46 seconds West from said radius point, said point being a point of compound curvature of a curve to the right having a radius of 209.54 feet and a central angle of 27 degrees 17 minutes 33 seconds, the radius point of which bears North 54 degrees 31 minutes 46 seconds East; 10) thence northerly along said curve, a distance of 99.81 feet to a point which bears South 81 degrees 49 minutes 19 seconds West from said radius point; 11) thence North 08 degrees 10 minutes 41 seconds West, a distance of 192.38 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 23 degrees 17 minutes 58 seconds, the radius point of which bears North 81 degrees 49 minutes 19 seconds East from said point; 12) thence northerly along said curve 20.33 feet to a point which bears North 74 degrees 52 minutes 43 seconds West from said radius point; 13) thence North 15 degrees 07 minutes 17 seconds East, a distance of 44.05 feet to a point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 47 degrees 15 minutes 35 seconds, the radius point of which bears South 74 degrees 52 minutes 43 seconds East from said point; 14) thence northeasterly along said curve 41.24 feet to a point which bears North 27 degrees 37 minutes 09 seconds West from said radius point, said point being the point of compound curvature of a curve to the right having a radius of 232.00 feet and a central angle of 22 degrees 23 minutes 21 seconds, the radius point of which bears South 27 degrees 37 minutes 09 seconds East; 15) thence easterly along the arc, a distance of 90.66 feet to a point which bears North 05 degrees 13 minutes 48 seconds West from said radius point; 16) thence North 84 degrees 46 minutes 12 seconds East, a distance of 81.73 feet; thence North 80 degrees 20 minutes 46 seconds East, a distance of 147.26 feet to the south right-of-way line of Central Boulevard (the following three (3) courses are along said south right-of-way line); 1) thence North 88 degrees 09 minutes 07 seconds East, a distance of 630.18 feet to the point of curvature of a curve to the right having a radius of 470.00 feet and a central angle of 09 degrees 00 minutes 00 seconds, the radius point of which bears South 01 degree 50 minutes 53 seconds East from said point; 2) thence easterly along said curve 73.83 feet to a point which bears North 07 degrees 09 minutes 07 seconds East from said radius point; 3) thence South 82 degrees 50 minutes 53 seconds East, a distance of 76.23 feet; thence South 42 degrees 05 minutes 52 seconds East along the transitional right-of-way line between Central Boulevard and Heartland Boulevard, a distance of 75.76 feet; thence South 01 degree 20 minutes 52 seconds East along the west right-of-way line of said Heartland Boulevard, a distance of 990.80 feet; thence South 52 degrees 11 minutes 58 seconds West along the transitional right-of-way line between Heartland Boulevard and State Road 334 a distance of 61.85 feet to the south line of said Block G (the following five (5) courses are along said south line); 1) thence South 88 degrees 14 minutes 30 seconds West, a distance of 33.55 feet; 2) thence South 85 degrees 52 minutes 57 seconds West, a distance of 97.50 feet; 3) thence South 87 degrees 18 minutes 56 seconds West, a distance of 550.99 feet; 4) thence North 84 degrees 09 minutes 17 seconds West, a distance of 101.12 feet; 5) thence South 87 degrees 18 minutes 53 seconds West, a distance of 202.96 feet to the POINT OF BEGINNING and Containing 28.755 acres, more or less.

CHICAGO TITLE

FURTHER LESS AND EXCEPTING THEREFROM: (Patel – Lot 12)

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 as amended by Anson Development – Phase I South – Revision 3, a Revision to Block G Right-of-Way Dedication & Easement Location document recorded as instrument #2007-12520 by the Recorder of Boone County, Indiana and located in the Northeast and Northwest Quarters of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of Section 6, Township 17 North, Range 2 East; thence South 88 degrees 22 38 seconds West (the bearing system of 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 is assumed) 36.52 feet along the North Line of said Northwest Quarter to the northwestern corner of Block G in said document, the following five (5) courses are along the boundary of said Block G; 1) thence South 17 degrees 09 minutes 00 seconds East 144.00 feet to the point of curvature of a curve to the left, said point of curvature being South 72 degrees 51 minutes 00 seconds East 155.00 feet from the radius point of said curve; 2) thence southerly and southeasterly 98.95 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 16 minutes 21 seconds West 155.00 feet from the radius point of said curve; 3) thence South 53 degrees 43 minutes 39 seconds East 31.20 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 16 minutes 21 seconds West 56.00 feet from the radius point of said curve; 4) thence southeasterly and easterly 39.47 feet along said curve to its point of tangency, said point of tangency being South 04 degrees 06 minutes 52 seconds East 56.00 feet from the radius point of said curve; 5) thence North 85 degrees 53 minutes 08 seconds East 91.18 feet; thence South 85 degrees 07 minutes 49 seconds East 34.85 feet; thence North 01 degree 37 minutes 24 seconds West 346.80 feet to the North Line of the Northeast Quarter of said Section 6; thence South 88 degrees 22 minutes 46 seconds West 270.11 feet along the North Line of said Northeast Quarter to the **POINT OF BEGINNING** containing 2.000 acres, more or less.

LESS AND EXCEPTING THEREFROM: (Patel – Lot 13)

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 as amended by Anson Development – Phase I South – Revision 3, a Revision to Block G Right-of-Way Dedication & Easement Location document recorded as instrument #2007-12520 by the Recorder of Boone County, Indiana and located in the Northeast and

Northwest Quarters of Section 6, Township 17 North, Range 2 East in Eagle Township, Boone County, Indiana being bounded as follows:

Commencing at the Northeast Corner of the Northwest Quarter of Section 6, Township 17 North, Range 2 East; thence South 88 degrees 22 38 seconds West (the bearing system of 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 is assumed) 36.52 feet along the North Line of said Northwest Quarter to the northwestern corner of Block G in said document, the following five (5) courses are along the boundary of said Block G; 1) thence South 17 degrees 09 minutes 00 seconds East 144.00 feet to the point of curvature of a curve to the left, said point of curvature being South 72 degrees 51 minutes 00 seconds East 155.00 feet from the radius point of said curve; 2) thence southerly and southeasterly 98.95 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 16 minutes 21 seconds West 155.00 feet from the radius point of said curve; 3) thence South 53 degrees 43 minutes 39 seconds East 31.20 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 16 minutes 21 seconds West 56.00 feet from the radius point of said curve; 4) thence southeasterly and easterly 39.47 feet along said curve to its point of tangency, said point of tangency being South 04 degrees 06 minutes 52 seconds East 56.00 feet from the radius point of said curve; 5) thence North 85 degrees 53 minutes 08 seconds East 91.18 feet; thence South 85 degrees 07 minutes 49 seconds East 34.85 feet to the POINT OF BEGINNING of this description; thence South 85 degrees 07 minutes 49 seconds East 136.12 feet to the northern right-of-way line of Central Boulevard as platted in said document; thence North 88 degrees 09 minutes 07 seconds East 108.23 feet along the northern right-of-way line of said Central Boulevard; thence North 01 degree 37 minutes 24 seconds West 361.76 feet to the North Line of the Northeast Quarter of said Section 6; thence South 88 degrees 22 minutes 46 seconds West 243.47 feet along the North Line of said Northeast Quarter to a point being North 01 degree 37 minutes 24 seconds West of the point of beginning; thence South 01 degree 37 minutes 24 seconds East 346.80 feet to the POINT OF BEGINNING containing 2.000 acres, more or less.



CHICAGO TITLE

⑤
+ 19.00
+ 16 cross
Ref.
+ 4.00 Non
American

Cross Reference Instrument No. 2006-10766; 2007-8980; 0409339; 0412287; 0508049; 0508050; 0511818; 0410748; 0410750; 0110749; 0412186; 0412187; 0505007; 0505008; 0505009; 2007-495

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the 17 day of March, 2008 ("Effective Date"), by **DUKE CONSTRUCTION LIMITED PARTNERSHIP**, an Indiana limited partnership ("Declarant").

RECITALS

A. Declarant is the owner in fee simple title to the real property depicted and cross-hatched on Exhibit A attached hereto and made a part hereof (the "Real Estate"). The Real Estate is located within the following Sections:

- Section 36, Township 18 North, Range 1 East;
- Section 31, Township 18 North, Range 2 East;
- Section 6, Township 17 North, Range 2 East; and
- Section 1, Township 17 North, Range 1 East.

20080002992
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
03-19-2008 At 01:44 pm.
COVENANTS 37.00

B. Declarant has conveyed to Primrose School Franchising Company, a Georgia corporation ("Primrose") fee simple title to the real property described on Exhibit B attached hereto and made a part hereof ("Primrose Parcel"), and Primrose is the owner of the Primrose Parcel.

C. In connection with the sale of the Primrose Parcel to Primrose, Declarant has agreed to impose certain covenants and restrictions on the future use and development of the Real Estate, which Declarant represents is all the real property owned by Declarant (or any entity controlling, controlled by or under common control with Declarant) within a one mile radius of the Primrose Parcel.

D. Declarant now desires to subject the Real Estate to certain conditions, covenants and restrictions which are more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the following covenants and restrictions, Declarant hereby declares as follows: (R)

1. Restriction. Beginning the date hereof, no portion of the Real Estate shall be used as (a) a liquor store; provided, however, the foregoing shall not prohibit a specialty wine shop containing more than 3,000 square feet or a Cost Plus/World Market, or (b) a facility rendering daily child care services or private school to the general public (excluding those facilities serving a single owner, tenant or occupant of an office building within the Real Estate); the foregoing shall not preclude the Declarant from leasing or selling to any user for any post-secondary educational uses,

including instructional and/or research facilities operated by any state-supported or private institution.

2. Covenants to Run with the Land. The grants, obligations, restrictions, benefits and burdens created by this Declaration shall run with the Real Estate and inure to the benefit of the Primrose Parcel, and any part of either of them hereinafter transferred, conveyed, assigned or mortgaged, as the case may be, whether or not expressly described in any instrument evidencing any such transaction. The owner of all or any part of the Primrose Parcel shall be entitled to enforce this Declaration against the owner of the Real Estate.

3. Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration.

4. Applicable Law. This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Indiana including without limitation, matters affecting title to all real property described herein.

5. Amendment in Writing. The provisions of this Declaration may not be terminated, modified or amended, except pursuant to a written agreement in recordable form entered into by each of the then owners of the Primrose Parcel and the Real Estate.

6. Termination. This Declaration and the restrictions applicable to the Real Estate shall automatically terminate the earlier of (i) ten (10) years from the date hereof, or (ii) the date upon which the Primrose Parcel has not been operated as a child care or educational facility for a period of six (6) months (except where such cessation of operation is the result of damage to the Primrose Parcel by fire or other casualty). Although such termination shall occur automatically, the Declarant or an owner of any portion of the Real Estate and the owner of the Primrose Parcel shall execute such documents as may be reasonable necessary to evidence the termination or partial termination of this Declaration promptly following an event causing termination or upon reasonable request by Declarant or owner of any portion of the Real Estate.

7. Entire Agreement. This Declaration constitutes the entire understanding and agreement among the parties and no representations have been made to induce any party to enter into this Declaration except as expressly set forth herein.

[Signature line on next page]



CHICAGO TITLE

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants as of the day and year first above written.

“DECLARANT”

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership

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

By: [Signature]
Printed: Thomas A. Dickey
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. 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 “Declaration of Restrictive Covenants” on behalf of said partnership.

WITNESS my hand and Notarial Seal this 17 day of March, 2008.



[Signature]
Notary Public Leigh Ann Conway, Notary Public
State of Indiana
My Commission Expires: May 10, 2008
My County of Residence: Hamilton
(Printed Signature)

My Commission Expires: _____
My County of Residence: _____

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. (George H. Abel, II)

This instrument prepared by George H. Abel, II, Duke Realty Corp., 600 East 96th Street, #100, Indianapolis, Indiana 46240.

CHICAGO TITLE

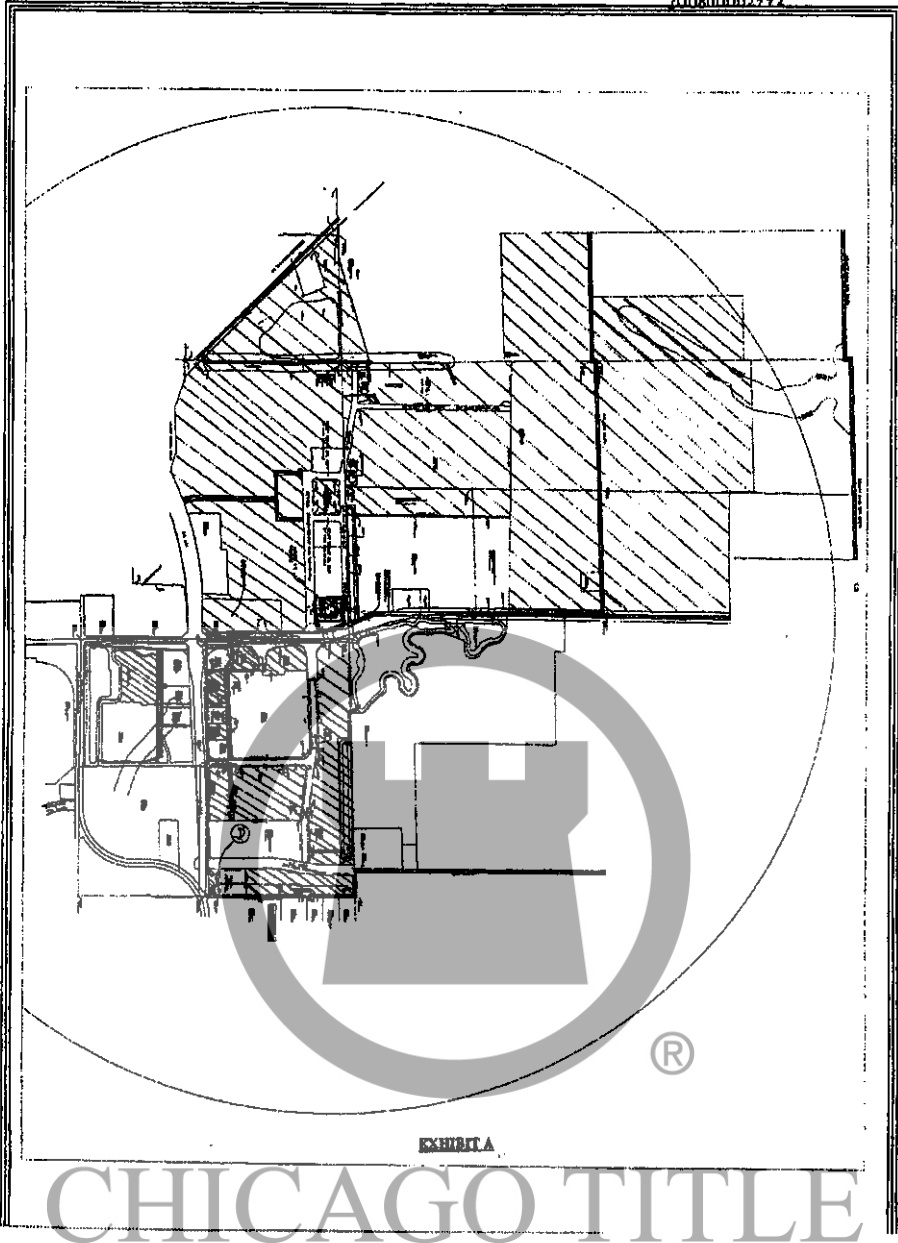


EXHIBIT B**Legal Description of Primrose Parcel**

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

BEGINNING at the northeastern corner of Block-F in the Anson Development – Phase I South Right-of-Way Dedication & Easement Location plat recorded as instrument #200600001996 in Plat Cabinet 16, pages 63 through 70 by the Recorder of Boone County, Indiana, the following eight (8) courses are along the boundary of said Block-F; 1) thence South 54 degrees 29 minutes 36 seconds East (the bearing system of the plat is assumed) 23.05 feet; 2) thence South 17 degrees 09 minutes 00 seconds East 185.68 feet to the point of curvature of a curve to the right, said point of curvature being North 72 degrees 51 minutes 00 seconds East 58.00 feet from the radius point of said curve; 3) thence southerly, southwesterly and westerly 88.72 feet along said curve to its point of tangency, said point of tangency being South 19 degrees 30 minutes 34 seconds East 58.00 feet from the radius point of said curve; 4) thence South 70 degrees 29 minutes 26 seconds West 25.71 feet to the point of curvature of a curve to the right, said point of curvature being South 19 degrees 30 minutes 34 seconds East 200.00 feet from the radius point of said curve; 5) thence westerly 49.66 feet along said curve to its point of tangency, said point of tangency being South 05 degrees 16 minutes 54 seconds East 200.00 feet from the radius point of said curve; 6) thence South 84 degrees 43 minutes 06 seconds West 34.41 feet to a point on a non-tangent curve concave to the north, said point being South 05 degrees 18 minutes 44 seconds East 982.50 feet from the radius point of said curve; 7) thence westerly 59.93 feet along said curve to a point being South 01 degree 49 minutes 03 seconds East 982.50 feet from the radius point of said curve; 8) thence South 88 degrees 09 minutes 07 seconds West 152.17 feet to the southeastern corner of The Townhome at Anson, Block "F" Section 2 as per plat thereof recorded as instrument #200600013861 by said Recorder; thence North 01 degree 49 minutes 26 seconds West 284.93 feet along the eastern boundary of said subdivision to its northeastern corner on the northern boundary of said Block-F; thence North 88 degrees 09 minutes 48 seconds East 160.00 feet along the northern boundary of said Block-F; thence North 88 degrees 22 minutes 38 seconds East 130.52 feet along the northern boundary of said Block-F to the **POINT OF BEGINNING** containing 2.170 acres, more or less.

CHICAGO TITLE

①
23.00
+ 2.00/ln-ref
+ 1.00 Cms-ref

200800002648
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
03-10-2008 At 03:42 p.m.
COVENANTS 26.00

Cross Reference Instrument No. 0412186

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the 10 day of March, 2008 ("Effective Date"), by **DUKE CONSTRUCTION LIMITED PARTNERSHIP**, an Indiana limited partnership ("Declarant").

RECITALS

A. Declarant is the owner in fee simple title to the real property described on Exhibit A attached hereto and made a part hereof (the "Real Estate").

B. Declarant has conveyed to Meijer Stores Limited Partnership, a Michigan limited partnership ("Meijer") fee simple title to the real property described on Exhibit B attached hereto and made a part hereof ("Meijer Parcel"), and Meijer is the owner of the Meijer Parcel.

C. The Real Estate is adjacent to certain real property currently owned by Lincoln Bank and more particularly described on Exhibit C attached hereto and made a part hereof ("Lincoln Bank Parcel").

D. In connection with the sale of the Meijer Parcel to Meijer, Declarant has agreed to impose certain covenants and restrictions on the future use and development of the Real Estate.

E. Declarant now desires to subject the Real Estate to certain conditions, covenants and restrictions which are more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the following covenants and restrictions, Declarant hereby declares as follows:

1. Restriction. From and after the date hereof, the Real Estate shall not be combined with or made a part of the Lincoln Parcel and shall at all times remain a parcel of real property separate and distinct from the Lincoln Parcel, unless the owner of the Meijer Parcel agrees in a written amendment to this Declaration to permit such combination of the Real Estate and the Lincoln Parcel.

2. Covenants to Run with the Land. The grants, obligations, restrictions, benefits and burdens created by this Declaration shall run with the Real Estate and inure to the benefit of the Meijer Parcel, and any part of either of them hereinafter transferred, conveyed, assigned or mortgaged, as the case may be, whether or not expressly described in any instrument evidencing any such transaction. The owner of all or any part of the Meijer Parcel shall be entitled to enforce this Declaration against the owner of the Real Estate.

3. Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration.

4. Applicable Law. This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Indiana including without limitation, matters affecting title to all real property described herein.

5. Amendment in Writing. The provisions of this Declaration may not be terminated, modified or amended, except pursuant to a written agreement in recordable form entered into by each of the then owners of the Meijer Parcel and the Real Estate.

6. Entire Agreement. This Declaration constitutes the entire understanding and agreement among the parties and no representations have been made to induce any party to enter into this Declaration except as expressly set forth herein.

[Signature line on next page]

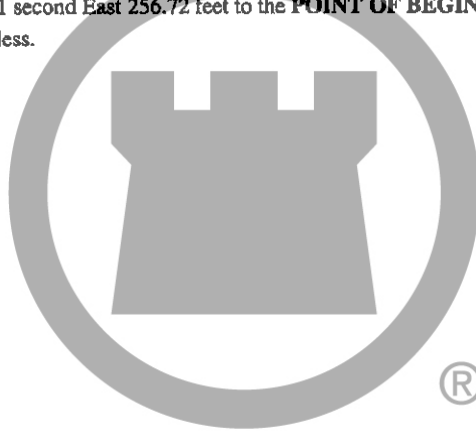


CHICAGO TITLE

EXHIBIT A
[LEGAL DESCRIPTION OF PARCEL 2]

A part of Block "G" in Anson Development – Phase I South as per plat thereof originally recorded as instrument #200600001996 in Plat Book 16, page 63 and update recorded as instrument #200700012520 in Plat Book 19, Page 3 by the Recorder of Boone County, Indiana being bounded as follows:

Commencing at the southeast corner of Block "G" in Anson Development – Phase I South as per plat thereof recorded as instrument #200600001996 in Plat Book 16, page 63 by the Recorder of Boone County, Indiana on the north right-of-way of State Road 334; thence along said north line of State Road 334 the following six (6) courses; 1) thence South 87 degrees 18 minutes 53 seconds West 163.30 feet; 2) thence North 84 degrees 34 minutes 01 seconds West 106.22 feet; 3) thence South 87 degrees 18 minutes 53 seconds West 301.52 feet; 4) thence South 88 degrees 14 minutes 30 seconds West 150.00 feet; 5) thence South 85 degrees 52 minutes 57 seconds West 97.50 feet; 6) thence South 87 degrees 18 minutes 56 seconds West 26.36 feet to the **POINT OF BEGINNING**; thence South 87 degrees 18 minutes 56 seconds West along said north line of State Road 334 167.67 feet; thence North 02 degrees 42 minutes 51 second West 256.72 feet; thence North 87 degrees 18 minutes 56 second East 167.67 feet; thence South 02 degrees 42 minutes 51 second East 256.72 feet to the **POINT OF BEGINNING** containing 0.988 acres, more or less.



CHICAGO TITLE

EXHIBIT B

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.

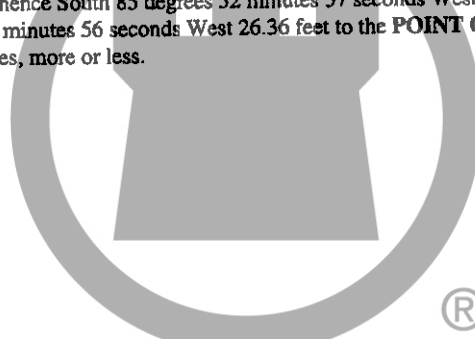


CHICAGO TITLE

EXHIBIT C

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 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 524.63 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 213.22 feet parallel with the adjacent portion of the southern boundary of said Block G to the western right-of-way line of Heartland Boulevard; thence South 01 degree 20 minutes 52 seconds East 196.71 feet; thence South 88 degrees 39 minutes 08 seconds West 14.84 feet; thence South 38 degrees 51 minutes 21 seconds West 54.28 feet; thence South 01 degree 46 minutes 08 seconds East 17.89 feet to said southern boundary of said Block G, the following three (3) courses are along said southern boundary; 1) thence South 88 degrees 14 minutes 30 seconds West 33.55 feet; 2) thence South 85 degrees 52 minutes 57 seconds West 97.50 feet; 3) thence South 87 degrees 18 minutes 56 seconds West 26.36 feet to the **POINT OF BEGINNING** containing 1.181 acres, more or less.



CHICAGO TITLE