Subdivision Covenants and Restrictions

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SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
THE NEIGHBORHOODS AT ANSON

This Supplemental Declaration, dated as of the 27th day of November, 2006, DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Declarant"),

WHEREAS, the following facts are true:

A. Declarant and/or Duke Construction Limited Partnership, an Indiana limited partnership ("DCLP"), is the owner of the fee simple title to the real estate located in Boone County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Original Parcel").

B. Declarant, with the consent of DCLP, intends to develop the Original Parcel, and in the future some or all of the Additional Real Estate, into a residential subdivision known as The Neighborhoods at Anson and to subdivide the Original Parcel, and in the future some or all of the Additional Real Estate, into Residential Lots upon each of which a Residence may be constructed.

C. This is a Supplemental Declaration as that term is defined in the Master Declaration of Covenants and Restrictions of Anson recorded in the Office of the Recorder of Boone County, Indiana as Instrument Number 200600000262, as amended from time to time (the "Master Declaration")

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

ARTICLE I
DEFINITIONS

Words, phrases and terms that are defined in the Master Declaration have the same meaning in this Supplemental Declaration except as herein otherwise provided. The following words, phrases and terms, as used in this Supplemental Declaration, unless the context clearly requires otherwise, mean the following:

Section 1.1 "Additional Real Estate" means other real estate within or contiguous to the Development Area that Declarant elects to subdivide into Residential Lots and make, by recording an Ancillary Declaration with respect thereto, subject to this Supplemental Declaration.

Section 1.2 "Alley" means a private way within an easement so identified on a Plat and located between Lots and providing pedestrian and vehicular access to the side or rear of abutting Lots. "Alley" does not include a driveway located entirely on a single Lot. For purposes of this Supplemental Declaration, Alleys shall constitute Limited General Community Area.

Section 1.3 "Ancillary Declaration" shall mean any supplement or amendment to this Supplemental Declaration that may be recorded by Declarant and that extends the provisions of this Supplemental Declaration to any part of the Additional Real Estate and contains such complementary or supplementary provisions for such part of the Additional Real Estate as are required or permitted by this Supplemental Declaration.
Section 1.4 “Articles” shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.5 “Association” shall mean The Neighborhoods at Anson Owners Association, Inc., an Indiana nonprofit corporation.

Section 1.6 “Board” and “Board of Directors” shall mean the Board of Directors of the Association.

Section 1.7 “Builder” shall mean a person or entity regularly engaged in the business of constructing single family residences for sale and responsible for the original construction of a residence on a Lot.

Section 1.8 “By-Laws” shall mean the Code of By-Laws of the Association, as amended from time to time.

Section 1.9 “Committee” shall mean the Development Standards and Architectural Control Committee of the Association, as more fully described in Article V of this Supplemental Declaration.

Section 1.10 “Corporation” shall mean Anson Governing Association, Inc., an Indiana nonprofit corporation.

Section 1.11 “Limited General Community Area” shall mean any Limited General Community Area (as defined in the Master Declaration) located in the Parcel.

Section 1.12 “Lot” shall mean a Residential Lot located in the Parcel.

Section 1.13 “Owner” shall mean any Person, including Declarant and each Builder, who at any times owns the fee simple title to a Lot.

Section 1.14 “Parcel” means the Original Parcel and such other portions of the Additional Real Estate as have, as of any given time, been subjected to this Supplemental Declaration either by this Supplemental Declaration or by an Ancillary Declaration.

Section 1.15 “Parcel Applicable Date” means the earlier of (i) the date when all the Residential Lots in the Parcel have been improved by the construction thereon of Residences and such Residences are actually occupied by Owners other than the builder thereof, (ii) the date designated as the Parcel Applicable Date by Declarant in a written notice delivered to the Board of Directors, or (iii) December 31, 2020.

Section 1.16 “Residence” shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garages and recreational facilities usual and incidental to the use of a single family residential lot.

Section 1.17 “Violation Assessment” shall mean an Assessment described in Section 8.05 of this Supplemental Declaration.
ARTICLE II
DECLARATION / CHARACTER OF THE DEVELOPMENT

Section 2.01. Declaration. Declarant, with the consent of DCLP, hereby declares that, in addition to the covenants, restrictions, easements, charges and liens imposed by the Master Declaration, the Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. The provisions of Paragraph 2 of the Master Declaration shall apply to the relation of this Supplemental Declaration and the Association to the Master Declaration and the Corporation. Notwithstanding anything herein to the contrary, each Person subject to this Supplemental Declaration, by acquiring any right, title or interest in and to, or otherwise occupying, any portion of the Parcel shall be deemed to agree that DCLP shall have no rights, duties or obligations under this Supplemental Declaration, except as an Owner, unless expressly otherwise provided herein.

Section 2.02. In General. No structure shall be erected, placed or permitted to remain upon any Lot except a Residence. All portions of the Parcel located within a Plat which have not been designated by number shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one (1) Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Parcel than the number of Lots depicted on the Plat for the Parcel.

Section 2.03. Other Restrictions. The Parcel shall be subject to the easements, restrictions, and limitations of record appearing on a Plat and amendments thereto, on recorded easements, and rights-of-way, and also to all governmental zoning authority and regulation affecting the Parcel, all of which are incorporated herein by reference.

Section 2.04. Additional Real Estate and Ancillary Declarations. Declarant shall have the right, and hereby reserves unto itself the right, at any time, and from time to time, at any time prior to the expiration of the Parcel Applicable Date, to add to the Parcel and subject to this Supplemental Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Parcel, and therefore and thereby becomes a part of the Parcel and subject in all respects to this Supplemental Declaration and the Master Declaration and all rights, obligations, and privileges herein and therein, when Declarant places of record an Ancillary Declaration, which Ancillary Declaration may be as part of a Plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Supplemental Declaration. Any Ancillary Declaration may contain such modifications, additional terms, conditions, restrictions, maintenance obligations and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of an Ancillary Declaration, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Parcel and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Parcel. No single exercise of Declarant’s right and option to add and expand the Parcel as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Parcel to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Parcel Applicable Date. Such expansion of the Parcel is entirely at the sole discretion of the Declarant and nothing contained in this Supplemental Declaration or otherwise shall require Declarant to expand the Parcel beyond the Original Parcel, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Supplemental Declaration.
ARTICLE III
COVENANTS AND RESTRICTIONS

Section 3.01. Land Use. Lots may be used only for single-family residential purposes and only one (1) Residence not to exceed the maximum height permitted by and measured pursuant to the Zoning Ordinance may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in any portion of the Parcel than the number of Lots depicted on the Plat for such portion of the Parcel.

Section 3.02. Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Committee.

Section 3.03. Lighting. All Residences will have three (3) dusk to dawn lights, two (2) located on the sides of the garage doors, and one (1) on the front facade. Individual pole lights are prohibited. Street lights may be installed by Declarant in the utility easements on Lots and in the Limited General Community Areas. Street lights shall be operated and maintained by the Association. The Association reserves the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 3.04. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

Section 3.05. Driveways. All driveways in the Parcel shall be concrete in material.

Section 3.06. Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, availability, or other charges lawfully established with respect to connections thereto.

Section 3.07. Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, “Drainage Easements” reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by the Drainage Board. In such event, each Lot in the Parcel will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the drainage system and the lake control structures included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 3.08. Signs. No sign, plan tubes, boxes or any other externally visible means by which information is made available to the public, including posters, circulars, and billboards of any kind, shall be displayed to the public view on any Lot without the prior approval of the Committee, except for such thereof as Declarant may in its absolute discretion display in connection with the development of Anson or the Parcel and the sale of Lots therein, such signs as may be located on the Community Area and such thereof as as may, with the consent of Declarant, be displayed by a Designated Builder to advertise the
property during construction and sale of Residences and the maintenance of model homes. Without limiting the foregoing, with the prior written approval of the Committee:

(A) Each Lot may have posted, prior to initial occupancy of the Lot, one (1) sign not exceeding four (4) square feet setting forth the Owner’s name and the name of the architect and builder of the Lot and, in the case of Lot owned by Declarant or a Designated Builder, one (1) sign indicating that the Lot is available for sale; provided, any such signs shall be removed at the time of initial occupancy.

(B) After the initial occupancy of a Lot, one “for sale” sign not exceeding four (4) square feet may be posted on a Lot.

(C) One (1) “open house” sign not exceeding four (4) square feet indicating that the Owner of the Lot is hosting such an event may be posted on the Lot for a period not to exceed three continuous days, which period shall include the day of the “open house”.

(D) Three (3) signs not exceeding 18” x 24” containing political or similar endorsements may be posted on a Lot. Such signs may only be posted 45 days prior to an election or a vote on a referendum and for two days thereafter.

Prior to the posting of any such sign, the Owner of Lot must obtain the approval of the Committee. The Committee may charge a reasonable fee to review any such request for approval. Unless otherwise approved by the Committee, each sign must meet guidelines established by the Committee with respect to location, post, design, height, material, composition and colors of the sign. Any approved sign shall be subject to relocation or removal by the Association in accordance with the terms of the approval.

Section 3.09. Fencing. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or a Builder.

(A) Approval by Committee. No fence or wall may be erected or maintained on any Lot without the prior approval of the Committee as to location, materials, colors and such other design standards as the Committee shall determine.

(B) Permitted Types of Fencing and Height. All fences on Lots shall be ornamental metal (wrought iron), white polyvinyl (or equivalent) picket or natural cedar dog-eared shadow box, unless otherwise approved by the Committee. Picket fence is encouraged, but not required, for fencing facing a street. All fencing on a Lot shall be uniform in style, color and, except as herein provided, height, and substantially similar in material. No chain link fencing shall be permitted. Fences shall not exceed seventy-two (72) inches in height (measured from grade level), though fences not exceeding forty-eight (48) inches in height are encouraged, particularly on the side facing a street. Lots containing swimming pools shall have the fencing required in Section 3.31 hereof.

(C) Location. In no event shall any fence, wall or hedge or any shrub planting higher than eighteen (18) inches be permitted between the front property line and a point ten (10) feet behind the line of the façade of the Residence constructed on the Lot that faces the street, as extended to the property lines, except where such planting is part of Residence landscaping approved by the Committee and the prime root thereof is within six (6) feet of the Residence. Trees shall not be deemed “shrubs” unless planted in such a manner as to constitute a “hedge.” Corner Lots shall be deemed to have two (2) front property lines. All fencing erected on a Lot must be erected either (i) within three (3) inches of the property line of such Lot, or (ii) more than thirty-six (36) inches from the property line of such Lot. Owners of Lots adjoining Lots on which a fence is erected within three (3) inches of the property line...
shall have the right to connect to such fence with a fence approved by the Committee. Without limiting the foregoing:

(i) No fence, wall, hedge, or shrub planting, or tree foliage which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Lot lines at the streets and a line connecting points 25 feet from the intersection of said street Lot lines; and, the same rule shall apply to the intersection of a driveway with a street, in which case the edge of the driveway pavement shall be substituted for one of the street Lot lines.

(ii) No fence shall be erected or maintained on or within any Drainage or Utility Easement or, except such as may be installed by Declarant and subsequently replaced by the Association in such manner as to preserve the uniformity of such fence, in any Landscape Easement.

(D) Further Restrictions. The Committee may establish further restrictions with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Lake and design standards for fences.

(E) Good Repair. Each Owner shall keep the fences on such Owner’s Lot in good repair.

Section 3.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Declarant and/or the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs shall constitute a nuisance. In the event of successful enforcement by an Owner, the Declarant or an Owner of the provisions thereof, the offending Owner shall be liable to the prevailing party for attorneys’ fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 3.11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except not more than 24 hours prior to its removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 3.12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors of the Association, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, etc.) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Architectural Review Committee and the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the Members at any meeting.
Section 3.13. Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot Owners shall use appropriate incinerators and shall at all times be in compliance with all applicable legal requirements for outside burning.

Section 3.14. Antennas and Receivers. Except as otherwise required by law, no satellite receiver, down-link or video or radio antenna and no satellite dish receiver combination greater than one meter (39 37 inches) in diameter shall be permitted on any Lot without the prior written consent of the Committee. The location of any permitted antenna or satellite dish shall be subject to the approval of the Committee, provided that, pursuant to applicable law, no action of the Committee with respect thereto shall (1) unreasonably delay or prevent installation, maintenance or use of any permitted antenna or satellite dish; (2) unreasonably increase the cost of installation, maintenance or use any permitted antenna or satellite dish; or (3) preclude reception of an acceptable quality signal. Except as otherwise required by law, the Committee shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof.

Section 3.15. [Intentionally Omitted].

Section 3.16. Electric Bug Killers. Electric Bug Killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 3.17. Vacant Lots. It shall be the duty and obligation of the Owner of a vacant Lot to maintain such Lot and mow the lawn thereof. Declarant and the Association shall have the right, but not the duty, to enter upon each vacant Lot and to maintain the appearance thereof by cutting weeds, trimming grass, trimming trees, removing debris, installing erosion control devices, and performing any other act reasonable under the circumstances. The Owner shall be responsible for payment of all such expenses upon demand and the Declarant or the Association, as the case may be, shall have a lien on such Lot for the payment of such expenses, together with attorneys' fees and all other costs and expenses of litigation and collection which may be incurred in connection therewith.

Section 3.18. Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Supplemental Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereto, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any outstanding maintenance Assessments levied by the Association in the manner described in Article VIII. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 3.19. Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Parcel.

Section 3.20. Diligence in Construction. Unless a delay is caused by strikes, war, court injunction or acts of God, construction of a Residence on a Lot must commence within two (2) years after
conveyance of the Lot to an Owner other than Declarant. Subject to inclement weather, every Residence shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 3.21. HVAC Units. No heat pumps, air conditioning units or gas meters will be installed in the front of the Residence.

Section 3.22. Ponds. Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Limited General Community Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Master Declaration and this Supplemental Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management except as provided in the Master Declaration and this Supplemental Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Parcel, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. A Pond(s) may or may not exist on the Parcel, and the reference throughout this Supplemental Declaration to Ponds is made in order to address Ponds, if any, which now exist or are later constructed upon the Parcel. The installation on the Parcel of any Pond shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Limited General Community Area owned by the Association adjacent to a Pond.

Section 3.23. Mailboxes. All mailboxes and posts must be approved by the Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Builder upon the initial Lot closing to the homeowner shall install the initial mailbox for each Lot, which meets the above criteria. The Owner agrees to maintain and paint said mailbox and post in conformance with all other mailboxes.

Section 3.24. Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

(A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

(B) Remove all debris or rubbish from the Lot;

(C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Parcel;

(D) Cut down and remove dead trees from the Lot and replace any such trees that are Street Trees;

(E) Within sixty (60) days following completion of a Residence, the Owner shall landscape the Lot in accordance with the provisions set forth in this Supplemental Declaration, weather permitting; and
(F) Remove snow and ice from any sidewalk abutting the Lot.

For purposes of this Section 3.24 only, the Lot shall be deemed to include that portion of the public right-of-way between the Lot and the back curb of the street located in such right-of-way, and any such maintenance shall be subject to and in accordance with the requirements of any applicable governmental authority.

Section 3.25. Miscellaneous. No clotheslines may be erected on any Lot.

Section 3.26. Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Parcel. Animal quarters or kernels which are connected to the Residence must be approved by the Committee.

Section 3.27. Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, and swing and slide sets shall not require approval by the Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot; and (iii) such swing and slide sets are constructed of wood. Metal swing, slide sets and trampolines are prohibited.

Section 3.28. Plumbing. All plumbing vent stacks are to be located on the rear of the Residence.

Section 3.29. Sidewalks. Each Residence shall have a continuous 4-foot wide by a minimum of four (4) inches thick concrete sidewalk adjacent to all interior dedicated street frontage. Sidewalks shall be installed by the Builder and included in the purchase price of the Residence. If an approved asphalt bike/walking path is approved on the Parcel in place of the sidewalk, no additional concrete sidewalk will be required.

Section 3.30. Subsurface Drains and Sump Pump Discharges. Subsurface drains have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The limits of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

(C) Any Owner or Builder damaging, changing, or altering these subsurface drains and/or common subsurface drain laterals will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the
invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article VIII of this Supplemental Declaration.

Section 3.31. Swimming Pools and Hot Tubs. Only permanent, in-ground pools with professional construction, approved by the Committee, shall be permitted upon a Lot. All submittals to the Committee shall include landscape plans. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall (i) conform to county or municipal regulations; (ii) conform with all fencing requirements set forth in Section 3.09 hereof; provided, however, the fencing around a pool shall be no less than sixty (60) inches in height; and (iii) be of harmonious design and subject to Committee approvals. Hot Tubs must also be approved by the Committee.

Section 3.32. Tennis Courts, Racquetball Courts, Paddleball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities will not be permitted without approval from the Committee. All submittals to the Committee shall include landscape plans. The location of a basketball goal on the Lot is subject to approval of the Committee if it is to be placed or maintained in front of the front building elevation of a Residence or would otherwise be visible from a public right-of-way adjoining the Lot. Basketball goals shall have translucent fiberglass or glass backboards and be attached to a black pole or similar type of post which is permanently placed into the ground. No basketball goal shall be placed or maintained within the right-of-way of any street. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Temporary, portable and roll-away basketball goals (other than plastic baby or toddler basketball goals less than eight (8) feet high) are prohibited, and plastic baby or toddler basketball goals shall be stored in a location not visible from a public right-of-way adjoining the Lot when not in use. Independent basketball courts may not be constructed on a Lot without written Committee approval. Lighted courts of any kind are prohibited.

Section 3.33. Vents. All metal and PVC roof or range vents will be of materials or painted in order to blend with roof color.

Section 3.34. Windows-Doors. All storm doors must be approved by the Committee. No unfinished aluminum doors or windows will be allowed.

Section 3.35. Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant’s sole and absolute discretion. Such decorative street signs shall be maintained by the Association, and shall be repaired or replaced by the Association if damaged in accordance with applicable rules and regulations of the controlling municipality. The Association assumes all liability in the installation, maintenance and repair of the decorative street signs.

Section 3.36. Fuel Tanks. All above or below ground storage tanks, with the exception of liquid propane and gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and hereby are prohibited.

Section 3.37. Garbage and Other Refuse. No Lot Owner in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost on his or her Lot.

Section 3.38. Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home
occupation, which satisfies the following definition as well as all requirements of the applicable Zoning Ordinance, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; b) no commodity sold upon the premises; c) no person is employed other than a member of the immediate family residing in the Residence; and d) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted home occupation: child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 3.39. Open Drainage Ditches and Swales. The following shall apply to open ditches and swales:

(A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Declarant. Owners must maintain these swales as grassways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Lot Owner.

(B) Any Owner or Builder altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article VIII of this Supplemental Declaration.

Section 3.40. Roofing Materials. The roofing materials on all Residences within the Parcel shall be similar in color, and shall be of a quality, style and composition acceptable to the Declarant or the Committee, if applicable.

Section 3.41. Solar Panels. No solar panels shall be permitted on any Residence without the prior written approval of the Committee.

Section 3.42. Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder.

Section 3.43. Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the applicable Plat.

Section 3.44. Vehicle Parking. No trucks one (1) ton or larger in size, campers, trailer, motor homes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street or Alley in the Parcel. None of the foregoing or any other vehicles, including automobiles and trucks less than one (1) ton in size, shall be parked on any Alley. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly parked upon unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk cars, or fuel tanks.
Section 3.45. Visual Obstructions. No fence, wall, gate, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or Alley line.

Section 3.46. Wells. Water wells shall not be drilled on any of the Lots except as required by Declarant to irrigate Limited General Community Areas.

Section 3.47. Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued.

Section 3.48. Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

ARTICLE IV
ADDITIONAL PROVISIONS RESPECTING OF SANITARY SEWER UTILITY

Section 4.01. Sanitary Sewer Utility Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 4.02. Trees and Landscaping. No trees shall be planted directly over building sewers (lateral). Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without an obligation of repair or replacement.

Section 4.03. Improvements. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of such improvements which are placed within easements or right-of-ways may be removed by the applicable utilities without the obligation of replacement.

Section 4.04. Maintenance of Certain Items. All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the Residence to its connection to the sanitary sewer main.

Section 4.05. Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains to the sanitary sewers is prohibited.

Section 4.06. Grading. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities.
ARTICLE V
ARCHITECTURAL CONTROLS

Section 5.01. Approvals. Approvals, determination, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, with respect to the Declarant or the Association, by an officer thereof, and with respect to the Committee, by one (1) member thereof.

Section 5.02. Development Standards and Architectural Control Committee. A Development Standards and Architectural Control Committee (the "Committee"), composed of at least three (3) members, shall exist and shall be appointed by the Declarant. Such members shall be subject to removal by the Declarant at any time, with or without cause. Any vacancies from time to time shall be filled by appointment of the Declarant. The Declarant may, at its sole option, at any time hereafter, relinquish for a period of time to the Association the power to appoint and remove one or more members of the Committee.

Section 5.03. Continuation of Committee. When the Declarant provides written notification to the Association of discontinuance of this Committee, then the Directors of the Association, or their designee, shall continue the actions of the Committee with like powers and duties.

Section 5.04. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

Section 5.05. Exercise of Discretion. Declarant intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Supplemental Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

Section 5.06. Inspection. The Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Section 5.07. Liability of Committee and Declarant. Neither the Committee nor any agent thereof, nor the Declarant or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, Association, Declarant or DCLP be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Association, Declarant and/or DCLP make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, the compliance of proposed plans with laws and zoning ordinances, or the materials to be used. All parties should seek professional construction advise, engineering, and inspections on each Lot prior to proposing construction.

Section 5.08. Limited General Community Areas, Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof.
by the Committee: (i) any and all landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Limited General Community Area, landscape maintenance access easement, and/or sign landscape easement, (ii) any entrance monument or signage identifying the Development or any section thereof and/or (iii) street signage.

Section 5.09, Lot Improvements. No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping or stacking of wood) shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot requesting authorization from the Committee has made written application to the Committee at least thirty (30) days prior to the proposed construction. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, set backs, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn by a professional to a scale of 1" = 30', or to such other scale as the Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that a resident is not encroaching on an adjacent homeowner or in a Limited General Community Area. If Owner has encroached on an adjacent Owner's property or in a Limited General Community Area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Committee in the Committee's sole and absolute discretion, the Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Committee.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing applications for approval.

Declarant desires to maintain a diversity of building elevations and colors. Without limiting the rights and powers of Declarant and the Committee under this Article 5, no Residence within any group of three (3) contiguous Residences on the same side of the street shall have the same front elevation and color scheme as any other Residence within such group or of the Residence immediately across the street from the center of such group of three (3) Residences.

Section 5.10, Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but are not limited to, a lack or absence of the following:

(A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Supplemental Declaration; and

(B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures.
Section 5.11. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of this Supplemental Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Supplemental Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development, and any such variance granted shall not be considered as precedent setting.

Section 5.12. Statement of Purposes and Powers. Subject to this Supplemental Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant.

ARTICLE VI
CONTIGUOUS LOTS

Section 6.01. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for one (1) Residence, such Owner must apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such Residence shall be treated as a single Lot for the purpose of applying this Supplemental Declaration to said Lots, so long as the Lots remain improved with one (1) Residence. In addition, the Owner must obtain all requisite and necessary permits and approvals from the municipality having zoning jurisdiction over the Parcel.

ARTICLE VII
THE NEIGHBORHOODS AT ANSON
HOMEOWNERS ASSOCIATION, INC.

Section 7.01. Association Powers. The Association is the applicable Supplemental Association for the Parcel under the Master Declaration and, subject to the Master Declaration, shall have such rights, powers, duties and obligations as are set forth in the Master Declaration, this Supplemental Declaration and in the Articles, including, without limitation, all rights, powers, duties and obligations described therein with respect to any Limited General Community Area designated on the Plat of the Parcel, together with all rights, powers, duties and obligations that belong to it by law.

Section 7.02. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association’s Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 7.03. Classes of Members. The Association shall have a single class of Members.

Section 7.04. Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

Section 7.05. Membership. Each Owner shall automatically be a Member of the Association and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Supplemental Declaration on other Owners, including those provisions with respect to the payment of Assessments.
Section 7.06. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less. The Association shall at all times be managed by a professional management company.

Section 7.07. Maintenance Standards. The Association shall maintain the Limited General Community Area and the Limited Common Facilities in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class residential neighborhood. Grass, trees, shrubs and other plantings located on the Limited General Community Area for which the Association has maintenance responsibility shall be kept properly irrigated and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

Section 7.08. Insurance, Taxes and Utilities. The Association shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Association on account of injury to person or property and damage to property owned by the Association and shall pay all taxes assessed against such property and all utility charges incurred with respect to Limited General Community Area for which the Association has maintenance responsibility.

Section 7.09. Limitations on Action by the Association. Unless at least two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Members have given their prior written approval, a Permitted Title Holder, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 18(a) of the Master Declaration (but subject to the limitations of Paragraph 14 of the Master Declaration), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Limited General Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Limited General Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable Limited General Community Area and Limited Common Facilities on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Limited General Community Area or Limited Common Facilities for other than the repair, replacement or reconstruction of the Limited General Community Area or Limited Common Facilities; or (iv) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Units, or the maintenance and upkeep of the Limited General Community Area and Limited Common Facilities.

Section 7.10. Mergers. Upon a merger or consolidation of another corporation with the Association, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Supplemental Declaration within the Parcel together with the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Supplemental Declaration within the Parcel except as hereinafter provided.
ARTICLE VIII
ASSESSMENTS

Section 8.01. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, DCLP and any Builder, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (a) Parcel Assessments; (b) Violation Assessments; and (c) Special Assessments.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 8.02. Annual Budget. By a majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed on the Association by the Master Declaration and this Supplemental Declaration will be met. Without limiting the foregoing, the Board of Directors may include a reserve fund for future maintenance, repair and replacement of Alleys in the annual budget of the Association.

Section 8.03. Parcel Assessments.

(A) Parcel Assessment. The Parcel Assessment provided for herein shall be per calendar year and shall commence for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant, DCLP or a Builder. The Parcel Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant, DCLP or a Builder, shall be Seven Hundred Dollars ($700.00) per year. The Parcel Assessment for the calendar year shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Parcel Assessment at least thirty (30) days in advance of the effective date of such increase. The initial due date for annual Parcel Assessments shall be January 1st of each calendar year, and such Parcel Assessment shall be subject to collection and late charges beginning on January 31st of each calendar year.

(B) Purpose of Assessment. The Parcel Assessment levied by the Association shall be used to promote the health, safety, and welfare of the Owners of Lots and Occupants of Residences in the Parcel and for the improvement, maintenance, repair, replacement and operation of the Limited General Community Area and Limited Common Facilities in the Parcel and to pay any costs of maintaining the General Community Area and General Common Facilities that may, pursuant to the Declaration, be allocated by the Corporation to the Association.

(C) Basis for Assessment

(1) Lots Generally. Each Lot owned by a person other than Declarant, DCLP or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Lots Owned by Declarant, DCLP or Builder. Declarant, DCLP and any Builder shall not pay the Parcel Assessment and Special Assessment so long as any Residence constructed upon a Lot by Declarant, DCLP or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.
(D) **Method for Assessment** By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in subparagraph (B), fix the Parcel Assessment for each assessment year at an amount sufficient to meet the obligations imposed by the Master Declaration and this Supplemental Declaration upon the Association. The Board during any calendar year shall be entitled to increase the Parcel Assessment for that year if it should determine that the estimate or current Parcel Assessment is insufficient for that year, provided that the Board shall give at least thirty (30) days advance notice thereof to the Owners. The Board of Directors shall establish the date(s) the Parcel Assessment shall become due, and the manner in which it shall be paid.

(E) **Allocation of Assessment** Unless otherwise expressly provided herein, costs and expenses used to determine the Parcel Assessment shall be allocated to all Owners. If this Supplemental Declaration provides that certain of the costs of maintaining, operating, restoring or replacing the Limited General Community Area and Limited Common Facilities are to be allocated among Owners of Lots on the basis of the location of the lands and improvements constituting the Limited General Community Area and Limited Common Facilities, then the costs and expenses that are to be borne by the Owners of certain Lots shall be allocated to the Owners of such Lots.

**Section 8.04. Initial Assessment.** In addition to the Assessments under this Supplemental Declaration, upon (i) the closing of the initial conveyance of each Lot by Declarant or DCLP to an Owner other than a Builder, or (ii) the sale of each Lot by a Builder (either by deed or by installment sale, conditional sale or land-contract sale), the purchaser of such Lot shall pay to the Corporation the Initial Assessment as provided in the Master Declaration.

**Section 8.05. Violation Assessment.** In addition to all other Assessments as are authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) to enforce against such Owner this Supplemental Declaration, (ii) for damages if any portion of the Community Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner’s guest or invitee or (iii) other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder. The Violation Assessment may include the Association’s legal expenses and costs of collection. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

**Section 8.06. Special Assessment.** The Board of Directors may levy in any year a Special Assessment for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and/or for operating deficits which the Association may from time to time incur. Provided that any such Special Assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 8.07. Notice and Due Date.** Written notice of Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject thereto. The due dates for all Assessments levied by the Association shall be established by the Board of Directors.

**Section 8.08. Collection.** All Assessments, together with interest thereon, attorneys’ fees, and other costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.
Section 8.09. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum plus a late charge not exceeding Fifty Dollars ($50.00). The Association shall be entitled to initiate any lawful action to collect delinquent Assessments plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting such Assessment(s). If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise avoid liability for the Assessment provided for herein by non-use of the Limited General Community Area or abandonment of his Lot.

Section 8.10. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use the Limited General Community Areas of any member:

(A) for any period during which any of the Assessments or any fines/fees assessed under this Supplemental Declaration owed by such member remains unpaid;

(B) during the period of any continuing violation of this Supplemental Declaration; and

(C) during the period of any violation of the Articles of Incorporation, By-Laws, or regulations of the Association.

Section 8.11. Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of Assessments on a Lot showing the balance due the Association, if any.

Section 8.12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article VIII. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX
REMEDIES

Section 9.01. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Supplemental Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Supplemental Declaration.

Section 9.02. In General. The Association or any party to whose benefit this Supplemental Declaration inures, including the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these Restrictions and Covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, the Declarant, DCLP and the Association shall not be liable for damages of any kind to
any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Supplemental Declaration

ARTICLE X
EFFECT ON BECOMING AN OWNER

The Owner(s) of any Lot subject to this Supplemental Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, DCLP, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restrictions contained in this Supplemental Declaration and in the Master Declaration. By acceptance of such deed or execution of such contract each Owner acknowledges the rights and powers of the Declarant, Committee, and Association contained in this Supplemental Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, Committee and the Association and to and with the other Owners and subsequent Owners of each of the Lots affected by this Supplemental Declaration to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Supplemental Declaration.

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

ARTICLE XI
TITLES

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

ARTICLE XII
SEVERABILITY

Invalidation of any one of the covenants, restrictions or provisions contained in this Supplemental Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.
ARTICLE XIII
DECLARANT'S RIGHTS

Any and all of the rights and obligations of the Declarant set forth in this Supplemental Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Supplemental Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Boone County, Indiana.

Nothing in this Supplemental Declaration shall be construed in a manner that limits or restricts the Declarant and/or any Builders in their development of the Parcel and construction of residences thereon. Therefore, notwithstanding anything herein to the contrary, the Declarant and/or any Builders authorized by Declarant may maintain and carry upon portions of the Limited General Community Area, and other portions of the Parcel and Lots owned by the Declarant or DCLP, such facilities and activities as, in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction or sale of Residences including, but not limited to, business offices, signs, model units, sales offices, and sales trailers.

ARTICLE XIV
MORTGAGES

Section 14.01. Notice to Association  Any Owner who places a first mortgage lien upon a Lot or Residence, or the Mortgagee may notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee’s name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Supplemental Declaration, the Articles or the By-Laws (collectively, the “Organizational Documents”) shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

Section 14.02. Notices to Mortgagees  The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under subparagraph (a) above notice of any of the following:

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

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

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

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees hereunder; and,
Any proposed amendment of the Organizational Documents effecting a change in
(A) the interests in the Limited General Community Area appertaining to any Lot or the liability
for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Lot or (C) the purposes
for which any Lot or the Limited General Community Area are restricted.

Section 14.03. Notice of Unpaid Assessments  The Association shall, upon request of a
Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot,
furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments
owed to the Association against the Lot and the Owners, and any Mortgagee or grantee of the Lot shall
not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments for periods
prior to such statement in excess of the amount set forth in such statement.

Section 14.04. Financial Statements  Upon the request of any Mortgagee, the Association shall
provide to said Mortgagee the most recent financial statement prepared on behalf of the Association.

Section 14.05. Payments by Mortgagees  Any Mortgagee may (i) pay taxes or other charges that
are in default and that may or have become a lien upon the Limited General Community Area or any part
thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance
coverage for the Limited Community Area in case of a lapse of a policy. A Mortgagee making such
payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV
AMENDMENT TO THIS DECLARATION

Section 15.01. Generally. This Supplemental Declaration may be amended at any time by an
instrument signed by (i) the appropriate officers of the Association acting pursuant to authority granted by
(A) not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the
purpose of amending this Supplemental Declaration and (B) a majority of the Directors of the
Corporation and (ii) to the extent required by Paragraph 24 of the Master Declaration, Declarant.

Section 15.02. By Declarant. This Supplemental Declaration may be amended at any time prior
to the Parcel Applicable Date by Declarant in the same manner provided in Paragraph 26 of the Master
Declaration.

Section 15.03. Limitations on Amendments. The right to amend this Supplemental Declaration
is subject to the same limitations as are specified in subparagraphs (c) and (d) of Paragraph 26 of the
Master Declaration.
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: [Signature]

Printed: Thomas A. Dickey

Title: V.P. & Gen. Mgr., Anson

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Dickey, by me known and by me known to be the V.P. & Gen. Mgr., Anson, of Duke 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 Neighborhoods at Anson” on behalf of said partnership.

WITNESS my hand and Notarial Seal this ______ day of ______, 2006

[Signature]

Notary Public

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

My Commission Expires: _______________________

My County of Residence: _______________________
CONSENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS OF
THE NEIGHBORHOODS AT ANSON

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

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Business Centers Corporation, its sole general partner

By: [Signature]

By: [Printed Name]

Its: VP and Gen. Mgr., Anson

[Title]
STATE OF INDIANA

COUNTY OF HAMILTON

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

Witness my hand and Notarial Seal this ___ day of November, 2006.

[Signature]
Leigh Ann Conaway, Notary Public
Notary Public Residing in _______ County, _______
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.

[Signature]
David R. Warshauer

COPY

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

Real Estate Description
LAND DESCRIPTION
The Neighborhoods at Anson
Section 1A of Phase 1
Version 3
November 20, 2006

A part of the Southwest Quarter of Section 31, Township 18 North, Range 2 East located in Eagle Township, Boone County, Indiana being a portion a portion of Block-B in Anson Development – Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana being bounded as follows:

BEGINNING at southeastern corner of Block-B in Anson Development – Phase I South as per plat thereof recorded as instrument #200600001996 by the Recorder of Boone County, Indiana, said point of beginning being on the South Line of the Southwest Quarter of Section 31, Township 18 North, Range 2 East and being South 88 degrees 09 minutes 48 seconds West (the basis of bearing is the Indiana West Zone NAD 83 State Plane Coordinate System) 1,033.65 feet from the Southeast Corner of said Southwest Quarter, the following four courses are along the southern boundary of said Block-B; 1) thence South 88 degrees 09 minutes 48 seconds West 283.46 feet along the South Line of said Southwest Quarter to the Southwest Corner of said Southwest Quarter; 2) thence South 88 degrees 09 minutes 48 seconds West 45.05 feet along the South Line of said Southwest Quarter to the point of curvature of a curve to the right the radius point of which bears North 01 degree 50 minutes 12 seconds West 430.00 feet from said point of curvature; 3) thence westerly 84.66 feet along said curve to its point of tangency, said point of tangency bears South 09 degrees 26 minutes 37 seconds West from the radius point of said curve; 4) thence North 80 degrees 33 minutes 23 seconds West 217.18 feet; thence North 00 degrees 22 minutes 28 seconds East 97.40 feet; thence North 89 degrees 37 minutes 32 seconds East 10.00 feet to the point of curvature of a curve to the left, said point of curvature being South 00 degrees 22 minutes 28 seconds East 20.00 feet from the radius point of said curve; thence easterly, northeasterly and northerly 31.42 feet along said curve to its point of tangency, said point of tangency being South 89 degrees 37 minutes 32 seconds East 20.00 feet from the radius point of said curve; thence North 00 degrees 22 minutes 28 seconds East 145.00 feet to the point of curvature of a curve to the left, said point of curvature being South 89 degrees 37 minutes 32 seconds East 20.00 feet from the radius point of said curve; thence northerly and northwesterly 10.47 feet along said curve to a point being North 60 degrees 22 minutes 28 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 11.18 feet: thence North 00 degrees 22 minutes

September 1, 2006; grl © 2006, American Consulting, Inc
Edited: September 29, 2006 (refer to Block-B)
Edited: October 2, 2006 (revise boundary)
Edited: October 19, 2006 (revise boundary)
Edited: November 20, 2006 (revise boundary)
28 seconds East 50.00 feet to a point on a non-tangent curve concave to the northwest the radius point of which bears North 00 degrees 22 minutes 28 seconds East 14.50 feet from said point; thence easterly, northeasterly and northerly 22.78 feet along said curve to its point of tangency, said point of tangency bears South 89 degrees 37 minutes 32 seconds East from the radius point of said curve; thence North 00 degrees 22 minutes 28 seconds East 825.50 feet; thence South 89 degrees 37 minutes 32 seconds East 50.00 feet; thence South 00 degrees 22 minutes 28 seconds West 17.32 feet to a point on a non-tangent curve concave to the north the radius point of which bears North 30 degrees 22 minutes 28 seconds East 20.00 feet from said point; thence southeasterly and easterly 10.47 feet along said curve to its point of tangency, said point of tangency bears South 00 degrees 22 minutes 28 seconds West from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 70.00 feet to the point of curvature of curve to the left the radius point of which bears North 00 degrees 22 minutes 28 seconds East 20.00 feet from said point of curvature; thence easterly, northeasterly and northerly 31.42 feet along said curve to a point being South 89 degrees 37 minutes 32 seconds East from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 20.00 feet to a point on a non-tangent curve concave to the northeast the radius point of which bears South 89 degrees 37 minutes 32 seconds East 20.00 feet from said point; thence southerly, southeasterly and easterly 31.42 feet along said curve to its point of tangency, said point of tangency bears South 00 degrees 22 minutes 28 seconds West from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds East 121.00 feet; thence North 00 degrees 22 minutes 28 seconds East 20.00 feet; thence South 89 degrees 37 minutes 32 seconds East 44.00 feet; thence North 00 degrees 22 minutes 28 seconds East 207.49 feet to the point of curvature of a curve to the right the radius point of which bears South 89 degrees 37 minutes 32 seconds East 227.50 feet from said point of curvature; thence northerly and northeasterly 104.53 feet along said curve to its point of tangency, said point of tangency bears North 63 degrees 17 minutes 55 seconds West from the radius point of said curve; thence North 26 degrees 42 minutes 05 seconds East 58.66 feet; thence South 81 degrees 01 minute 20 seconds East 39.84 feet; thence South 89 degrees 37 minutes 32 seconds East 130.00 feet to a point on the eastern boundary of said Block-B; thence South 00 degrees 22 minutes 28 seconds West 1,544.00 feet along eastern boundary of said Block-B to the **POINT OF BEGINNING** containing 17.580 acres, more or less.