SUPPLEMENTARY DECLARATION IA

TO THE

6398 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

THIS DECLARATION made this 26th day of November, 1980 by Miller & Company, an Indiana General Partnership (hereinafter referred to as the "Developer")

Preamble

WITNESSETH:

WHEREAS, Developer is the owner of the land described as Lot 7 of Woodcrest, a Replat of Lots 5, 6, and 7, as recorded in Plat Book K, Page 64 of the Bartholomew County Recorder's Office which may in whole or in part be subjected to the provisions of the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., hereinafter the "Declaration," by the terms thereof and for the purposes set forth therein recorded in the Office of the Recorder of Bartholomew County, Indiana in Misc. Book 59, Page 992;

NOW THEREFORE, the Developer hereby declares that Lot 7 of Woodcrest, less that portion thereof described in Exhibit A hereof (hereinafter "Lot 7") and the fee simple townhouse dwelling units which will be built thereon and identified herein as "Lots" or "Living Units" as those terms are defined in the aforementioned Declaration, together with such parcels serving as Common Areas, Cluster Common Area(s), and Limited Common Areas owned by the Association, if any, as are or will be shown and designated on the plat or plats for the aforesaid Lot 7 or portions thereof, depicting said Lot 7 or portions thereof or Lots subdivided thereon in its or their as-built condition, and such additions thereto as may hereafter be made pursuant to Article III hereof, shall be annexed to Tipton Lakes Community Association, Inc. The aforementioned Lot 7 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens of the aforesaid Declaration and of this Supplementary Declaration hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof.

Article I

Definitions

The definitions as set forth in the Declaration and Bylaws of Tipton Lakes Community Association, Inc. are hereby incorporated in full by reference.

Article II

Cluster and Neighborhood Designation

Section 1. Cluster Designation. The aforementioned Lot 7 is hereby designated as a Cluster or portion thereof of Tipton Lakes Community Association, Inc. which shall be designated as Cluster No. 1.

Section 2. Neighborhood Service District Designation. The aforesaid Cluster or portion thereof may be incorporated into a Neighborhood Service District in accordance with the Declaration, at which time the Neighborhood Service District shall be established and designated by Supplementary Declaration.

Article III

Property Subject to this Supplementary Declaration

Section 1. Existing Property. The aforementioned Lot 7 is hereby subjected to the Declaration and this Supplementary Declaration.

Section 2. Common Areas. The Common Areas hereby subjected to the Declaration by this Supplementary Declaration shall include those areas of the aforementioned Lot 7 (less the excluded portion described in Exhibit A hereto) not encompassed by the building footprints as shown on the Final Planned Unit Development for the aforesaid Lot 7 attached hereto as Exhibit B and which shall be further defined in subsequent recorded plats and Planned Unit Development drawings which will ultimately show the Property subject hereto in its as-built condition. No Common Areas to be owned by the Association and for general Tipton Lakes Community Association, Inc. use and enjoyment are currently planned for this Cluster No. 1. Cluster Common Areas to be owned by the Association shall include, but are not limited to, private streets and cul-de-sacs, driveways, green spaces, and related improvements. Limited Common Areas shall include those patio areas adjacent to each applicable Living Unit. The Limited Common Areas shall be owned by the Association but shall be maintained by and be available for the exclusive use of the Owner and/or Occupant of the respective Living Unit. The foregoing description of Common Areas within this Cluster may be changed from time to time in accordance with the Governing Documents.

Section 3. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of this Cluster and by filing with the Association the plat plans for such addition. For this purpose, "contiguous" land shall also mean land which is separate from land already described in the Development Plan by an area dedicated to public use.

RECEIVED FOR RECORD
This 26th day of Nov.
A.D. 1980 at 11:34 o'clock
A.M. and recorded in
Record 59 Page 977-991
Fee $16.50
Bernice L. Krieg
Bernice L. Krieg
Recorder, Bartholomew County

Article IV

Cluster Assessments

Section 1. Purpose of Assessments. The Board of Directors may establish an Annual Cluster Assessment as provided for in the Declaration and impose such upon the Assessable Units subject to this Supplementary Declaration which may be used to defray the costs of construction, maintenance, repair or replacement of Cluster Common Areas and related facilities and to provide for differentials in services and benefits unique to this Cluster which may include but shall not be limited to the following, and which may be changed from time to time in accordance with the Governing Documents:

A. Operation, maintenance, repair and replacement of the Cluster Common Areas described above, including, but not limited to, maintenance of landscaping, walkways, driveways, and streets.

B. Exterior maintenance upon each Lot or Living Unit which is subject to Assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, storm doors, garage door mechanical features, exterior door and window fixtures, hardware, patios, decks, and balconies.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, or invitees, as determined by the Board or Covenants Committee, and not covered or paid for by insurance on such Lot or Living Unit, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

C. Insurance as specified in Section 29 herein.

D. As provided in the Governing Documents.

Section 2. Method of Assessment. The method of assessment shall be in accordance with that established in Section 5.01(i)(d) of the Declaration.

Section 3. Maximum Cluster Assessment. The initial maximum allowable Annual Cluster Assessment is hereby established in the amount of $720.00 per assessment year per Lot or Living Unit situated within this Cluster, which shall be effective until the first day of the fiscal year following the establishment of this Cluster.

Section 4. Change in Maximum. Changes in the maximum allowable Annual Cluster Assessment for this Cluster shall be effected in accordance with Section 5.04(iv) of the Declaration.

Article V

Protective Covenants

Section 1. Residential Use. The Properties hereinabove described are hereby restricted to dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than dwelling units, being single family dwelling units joined together by a common exterior roof and foundation, where appropriate, and/or sharing a party wall with another unit, shall be constructed.

Section 2. Building Height. No building may exceed thirty (30) feet in height, unless specifically approved on the final planned unit development.

Section 3. Dwelling Size. No Lot shall contain a primary residential dwelling unit having a total finished area exclusive of open porches, breezeway or garage, of less than 900 square feet. All Lots must have available a minimum of two (2) off-street parking spaces, including garage, if any.

Section 4. Building Coverage. Total building coverage of Lot 7 shall not exceed 40% of Lot 7's land area. Driveways and parking areas are not included in this ratio. All buildings, garages, storage sheds and similar facilities are included.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Areas without prior Approval by the Design Review Committee.

Section 6. Exterior Lighting. Ornamental street lights have been or will be installed adjacent to the dwelling units described as Lot 6B (10 Catalpa Way), Lot 2D (50 Catalpa Way), Lot 7A (11 Osage Court), and Lot 9D (83 Osage Court). These street lights are to be considered part of the Common Areas and facilities of Woodcrest serving all the Members of Cluster 1.

Electrical service for each street light will be provided directly from each of the respective dwelling units listed above. In perpetuity and on a regular basis, but no less frequently than quarterly, the owners of the respective dwelling units from which the street lights are serviced will be reimbursed by the Tipton Lakes Community Association through Cluster 1 assessments for the incremental electrical consumption billed to that dwelling unit owner by virtue of the street light operation. In arriving at the amount in which those dwelling unit owners are to be compensated the consumption of electrical power and the cost thereof shall be calculated as precisely as is reasonably possible in a scientific manner and with the aid of expert advice where necessary and available.

Section 7. Mechanical and Electrical Equipment. Objects, such as water towers, storage tanks, stand fans, skylights, cooling towers, communications towers, vents or any other structures or equipment shall be architecturally compatible with the building or screened from public view and must be Approved by the Design Review Committee.

Section 8. Out Buildings. Storage sheds and other buildings or structures, such as gazebos, greenhouses, kennels, swimming pools and their accompanying facilities must be of a design and location approved by the Design Review Committee. No wholly above-ground pools will be allowed without the Approval of the Design Review Committee.

Section 9. Parking. The parking of junk or disabled vehicles or vehicles which are not properly registered or licensed on the Lots or Common Areas is expressly prohibited unless such vehicles are kept from public view in private garages, if any. The Board may issue additional regulations pertaining to parking.

Section 10. Damage or Destruction. In the event of damage to or destruction of a Living Unit or other improvements situated on a Lot by fire or other means, any repair or replacement of such Living Unit or improvement shall be done in accordance with the original Approved plans and specifications therefor unless otherwise Approved by the Design Review Committee.

Section 12. Temporary Structures. No house trailer or mobile home, either with or without wheels, shall be permitted to remain on any Lot other than for, and during such reasonable period of, construction of the main house, or for bonafide visits by guests of the Occupants of the main house and then only one such vehicle at a time.

After the construction period, such vehicles may not be present on any Lot for more than such reasonable period of time as the Board by resolution may establish. Any use of house trailers and mobile homes must be in accordance with local zoning ordinances. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Recreational vehicles, motor boats, house boats and similar water borne vehicles may be maintained, stored, or kept on any Lot only if housed completely within a permanent structure. No Lot shall at any time be used for the parking of semi-trailer trucks.

Section 13. Garbage and Refuse Disposal. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located in areas concealed from view from outside the Lot. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All Living Units must be equipped with garbage disposals. The Board may promulgate additional regulations for waste disposal procedures.

Section 14. Maintenance by Owner.

A. Exterior Lot Maintenance. As further provided herein, every Owner shall promptly perform all maintenance and repair within his own Lot, which, if neglected, would affect the value of the Property, or any Lot or Living Unit thereon, and which is the responsibility of the Owner to make personally. Each Lot shall be maintained neat and clean and free of paper, trash, uncut weeds or unsightly growth or other debris. No Owner or Occupant shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building, and no sign, awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any building without the prior consent of the Design Review Committee. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior doors and window fixtures, decks and balconies, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Association. No clotheslines, equipment, service yards, or storage piles shall be permitted upon any Lot, Living Unit or Common Area.

B. Interior Lot Maintenance. All fixtures and equipment installed within a Living Unit commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Living Unit shall be maintained and kept in repair by the Owner thereof. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances,

gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Lot.

C. Maintenance of Common Areas and Other Areas. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Owners and Occupants shall endeavor to keep the Common Areas free and clear of rubbish, debris and other unsightly materials.

Section 15. Utilities. All utilities along the internal roads and serving individual Lots shall be placed underground.

Section 16. Sewage Disposal. No Living Unit shall be erected unless it contains inside flush toilets connected with sewage disposal services provided by the City of Columbus, or other systems approved by the City of Columbus and by the Design Review Committee.

Section 17. Water Supply. No individual primary water supply system shall be permitted on any Lot. Primary water shall be obtained from the City of Columbus.

Section 18. Oil and Mining Operations. No gas, oil, mineral, quarry, or gravel operations shall be engaged in on any Lot except as provided in the Declaration.

Section 19. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that dogs, cats, or customary household pets may be kept on a Lot, provided that such pets are not kept, bred or maintained for any commercial purpose, and do not create a nuisance. An Owner shall be fully liable for any damage to the Common Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board based on a decision of the Covenants Committee following procedures ensuring due process, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) day's written Notice from the Board to the respective Owner.

Section 20. Antennas. Exterior television and radio antennas and antennas for similar uses are expressly prohibited unless otherwise allowed by the Design Review Committee.

Section 21. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 22. Ordinances. The Owner and builder shall comply with all applicable City of Columbus and State of Indiana codes, regulations, ordinances, and laws.

Section 23. Association Use of Water Outlets. The Association, in the performance of its maintenance duties, may, from time to time, make use of the external water outlets and faucets on the various Living Units, provided, however, that the Association may do so only if it provides monitoring for the amount of water used and reimburses the Owner whose outlet or faucet is used for the amount of water consumed by the Association in the performance of its duties within 90 days from the date or dates of use.

Section 24. Hazardous Use. Nothing shall be done or kept in any Lot or in the Common Areas which will create a hazard, threat thereof, or actual damage to other Lots, Living Units or the Common Areas. No Owner or Occupant shall permit anything to be done or kept in his Lot or in the Common Areas which would be in violation of any law or ordinance.

Section 25. Structural Soundness. Nothing shall be done or permitted on any Lot or in any Living Unit which will impair the structural integrity of any building, structurally change any building or impair any easement or hereditament, except as otherwise provided in the Declaration, the Bylaws, or this Supplementary Declaration.

Section 26. Blockage of Common Areas. No Owner or Occupant shall be allowed to place or cause to be placed in the Common Areas any furniture, packages or objects of any kind, without the consent of the Board. This restriction is not intended to apply to the interior of any structure not owned by the Association or to Limited Common Areas not otherwise regulated by the Board.

Section 27. Landscape. Except in the individual patio areas appurtenant to a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained by Owners upon said Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Design Review Committee.

Section 28. Garage Doors. Garage doors on Lots or Living Units shall be maintained closed at all times except when in actual use.

Section 29. Insurance.

A. Insurance Responsibilities of Board. The Board of Directors of the Association shall purchase insurance in accordance with Section 3.04(ii)(b)(4)(d) of the Declaration. And furthermore, where agreeable to the insurer all liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an Owner individually.

B. Insurance Responsibilities of Owners. Each Owner shall carry fire and extended coverage insurance for his own Living Unit in an amount adequate to cover the full replacement cost thereof. The Association, pursuant to its rights reserved hereunder, may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners, certain provisions which may be required to be included in all such insurance policies, and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Common Areas and all Living Units and structures are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto, or (2) otherwise to assist or to simplify problems of coordinating insurance coverage between the Owners and the Association. In the event it shall be determined that any Living Unit on any Lot within the Properties is not covered by fire and extended coverage in compliance with the rules and regulations of the Association, the Association shall have the right to charge the premium therefor as part of the monthly assessment against any Lot for which the Association has obtained such fire and extended coverage insurance pursuant to this Section. Each Owner shall have the right to purchase any additional insurance he deems necessary and he shall be responsible for all insurance on the contents of his Living Unit, his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the Property.

Article VI

Easements

Section 1. General. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat or plats. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or natural drainage channels in the Easements.

Section 2. Vegetation Easements. Said easements, if any, are shown on the aforementioned plat or plats. The Association may enter said areas to maintain, alter or replace vegetation within the easement. No Lot Owner may alter, remove or replace any shrub or tree within the easement without the express written Approval of the Design Review Committee of the Association.

Section 3. Encroachment Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings, fences and walls. A valid easement for said encroachments and for the maintenance for same, so long as such encroachments stand, shall and does exist. In the event any structure or fence is partially or totally destroyed and then rebuilt, the Owners so affected agree that minor encroachments due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Article VII

Party Walls and Fences

Section 1. General Rules of Law to Apply. Each wall and fence which is built as part of the original construction of the Living Units upon the Lots and placed on the dividing line between the two Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall (or fence) shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall or fence is destroyed or damaged by fire or other casualty, not covered by any Association insurance policy, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportin to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Negligence. Notwithstanding any other provisions of this section, an Owner who by his willful or negligent act causes the party wall or fence to be damaged shall bear the whole cost of remedying such damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or fence, or under provision of this section, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision shall be by a majority of all the Arbitrators.

Article VIII

General Provisions

Section 1. Duration. The foregoing Supplementary Declaration is to run with the land and shall be binding on all parties and all persons claiming under it until January 1, 2030, at which time said Declaration shall be automatically extended for successive periods of ten years unless changed in whole or in part by an instrument signed by at least two-thirds of the Owners in this Cluster, approved by the City of Columbus and recorded.

Section 2. Amendment. This Supplementary Declaration may be amended by an instrument signed by the Developer so long as the Developer continues to hold Developer's rights as provided in the Declaration and not less than two-thirds of the remaining Owners of Lots or Living Units in this Cluster. Any amendment must be recorded in the Office of the Recorder of Bartholomew County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written Notice of the proposed agreement is sent to every Owner of a Lot or Living Unit in the Cluster at least thirty days in advance of any action taken and no such agreement shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Area, Cluster Common Area, Limited Common Area, or Lake Property created in the Declaration or this Supplementary Declaration. However, because development and recordation of this Supplementary Declaration preceded final results of marketing and budget analysis and final Approval of Federal Mortgage Agencies, for a period of two years from the date of Recordation of this Supplementary Declaration the Developer reserves the right to amend the provisions of this Supplementary Declaration including but not limited to modifying the stated maximum Annual Cluster Assessments or other changes in response to changes in requirements of government agencies and financial institutions: Such amendments shall be effected by: (1) giving Notice to the Association and Cluster Owners other than Developer of proposed changes; (2) securing the Approval of appropriate local governmental bodies, and (3) securing Approval of the Federal Mortgage Agencies.

Section 3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signature of Developer this 26th day of November, 1980.

MILLER & COMPANY, an Indiana General Partnership

By John F. Dorenbusch
John F. Dorenbusch,
Attorney-in-fact

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared John F. Dorenbusch, Attorney-in-fact for Miller & Company, who, for and in behalf of said partnership, acknowledged the execution of the foregoing Supplementary Declaration IA to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 26th day of November, 1980.

Roselyn A. Johnston
Notary Public
ROSELYN A. JOHNSTON

County of Residence: Bartholomew

My Commission Expires: 11-17-81

This instrument was prepared by Robert L. Elwood, 235 Washington Street, Columbus, Indiana 47201.