

2009

SUPPLEMENTARY DECLARATION IIA

TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster #2, Commonly Known as Harrison Ridge Cluster)

THIS DECLARATION made this 28th day of April, 1981 by Miller & Company, an Indiana General Partnership (hereinafter referred to as the "Developer")

Preamble

WITNESSETH:

WHEREAS, Developer is the owner of the land contained in Harrison Ridge described as Lots 3, 5, 6, 10-18, 21, 22, 25-40, 42, 43, 46, 47, 50, 52-59, 62-64, as recorded in Plat Book J, Page 79 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," recorded in the Office of the Recorder of Bartholomew County, Indiana in Record 59, Page 992;

NOW THEREFORE, the Developer hereby declares that Lots 3, 5, 6, 10-18, 21, 22, 25-40, 42, 43, 46, 47, 50, 52-59, 62-64 as shown in Harrison Ridge together with such parcels serving as Common Areas, Cluster Common Area(s) and Limited Common Areas, if any, and such additions thereto as may hereafter be made pursuant to Article III hereof, shall be annexed to Tipton Lakes Community Association, Inc. and 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.

The aforementioned Lots are subject to the protective covenants as noted on the recorded Harrison Ridge plat. To the extent inconsistencies exist, this Supplementary Declaration, the Declaration and any future supplementary declarations applicable to said Lots shall prevail over said protective covenants, provided that the standards imposed by said protective covenants shall not be materially lessened.

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.

BOOK 60 PAGE 782

Article II

Cluster and Neighborhood Designation

Section 1. Cluster Designation. Lots 3, 5, 6, 10-18, 21, 22, 25-40, 42, 43, 46, 47, 50, 52-59, 62-64 as shown on the Harrison Ridge plat are hereby designated as a Cluster or portion thereof of Tipton Lakes Community Association, Inc. which is designated as Cluster #2.

Section 2. Neighborhood Service District Designation. The aforesaid Cluster or any 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. Lots 3, 5, 6, 10-18, 21, 22, 25-40, 42, 43, 46, 47, 50, 52-59, 62-64 of Harrison Ridge are hereby subjected to the Declaration and this Supplementary Declaration.

Section 2. Common Areas. No Common Areas, Cluster Common Areas or Limited Common Areas to be owned by the Association are currently planned for Cluster #2. Other Common Areas may exist in Cluster #2 as defined and provided for in the Governing Documents. The foregoing listing 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, within five years of the date of this instrument, 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 separated from land already described in the Development Plan by an area dedicated to public use.

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 Lots and Living Units subjected to this Supplementary Declaration which may be used to defray the costs of construction, maintenance, repair or replacement of Cluster Common Areas and 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. None currently specifically planned for
- B. Others, as provided for in the Governing Documents

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

Section 3. Maximum Cluster Assessment. The initial maximum allowable Annual Cluster Assessment is hereby established in the amount of \$60.00 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. Land Use and Building Type. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached Single-Family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises. Duplexes, apartment buildings, and similar construction are expressly prohibited.

Section 2. Design.

- A. Materials. For each home no more than three basic exterior materials, in addition to glass, will be used, unless this is specifically waived by the Design Review Committee. Materials shall be subject to the Design Review Committee review.
- B. Color. External color schemes are subject to review and Approval by the Design Review Committee. Use of a wide range of secondary colors for doors, windows, window shutters, architectural trim, or other details is permissible but also subject to Approval.
- C. Buildable Area. Houses shall be sited to minimize the loss of existing trees and to minimize disturbance of the natural grades and other vegetation.
- D. Driveways. All driveways must be paved with asphalt or concrete, unless otherwise Approved by the Design Review Committee. It is preferable to have driveways organized in group patterns to allow longer green areas between them.
- E. Fences. Fences may only be of materials and design Approved by the Design Review Committee. Exposed metal fences are not acceptable. No fences shall be placed between the principal residence and the street right-of-way, without the Approval of the Design Review Committee.
- F. 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.

- G. Dwelling Size. No Lot shall contain a primary residential building having a total finished area exclusive of open porches, breezeway or garage, of less than 1,500 square feet for Lots 3, 5, 6, 10-15, Lots 50, 52-58, and Lot 64. All other Lots shall have a building with a total finished area of not less than 1,350 square feet.
- H. Building Coverage. Building coverage shall not exceed 20% of the Lot's acreage. Driveways and parking areas are not included in this ratio. All buildings, garages, storage sheds and similar facilities are included.
- I. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Areas without the prior Approval of the Design Review Committee.
- J. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property. Ornamental post lights shall be designed to be in harmony with the lighting fixtures at the street or road corners. Exterior lighting must be Approved by the Design Review Committee.
- K. 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.
- L. Building Placement. Building placement should take into consideration existing site conditions. Features such as changes in terrain elevation and interesting views should be exploited where they occur, and every effort should be made to preserve existing plant materials.
- M. Building Location. Building setback lines are hereby established as shown on the plat and between said lines and the property lines, there shall be erected no building or permanent structure except a fence between the rear setback line and rear property line.

Section 3. Construction Regulations. Trailers, field offices, etc. shall be parked in Approved locations and removed upon completion of construction. Contractors are permitted to store construction materials on their site, but all materials shall be neatly stacked and any such storing shall be at the contractor's risk.

No tracked vehicle shall be permitted on any paved road. Contractors shall clean up all debris on their construction sites on a regular basis. Loose paper, cardboard, etc. shall be covered or weighted down to prevent its blowing across the site. No trash shall be dumped, burned, or buried, except in Approved areas. All dirt, mud, or debris shall be promptly removed from public and private streets. Upon completion the Contractor shall remove any unused materials, equipment, and debris and shall clean all streets and repair all property damaged by him including, but not limited to, restoration of grades, grass, trees, repair to all streets, pathways, curbs, drains, signs, lighting and fencing.

Topsoil shall be separated from subsoil and be stockpiled in a mound and will be replaced where needed after construction is complete. Temporary berms shall be constructed around the topsoil to prevent erosion. The contractor shall establish erosion control measures which will prevent sedimentation of materials off site. A minimal amount of existing vegetation shall be disturbed during excavation and grade. Dikes, benches, berms, checkdams, level spreaders, straw bale barriers or other common erosion control measures shall be used where necessary and appropriate.

Section 4. Trees. Generally, no trees more than 4 inches in caliper and beyond 10 feet of any planned physical improvement shall be removed without the express written Approval of the Design Review Committee. The Design Review Committee may require that these clearing limits be staked with continuous tape and that significant trees be protected by snow fence barriers. The Design Review Committee may require replacement of any excessive loss of trees due to carelessness or accident by an equal number of 3-1/2 to 4 inch trees. These must be of a species recommended by the Design Review Committee.

Section 5. 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 6. Damage or Destruction of Living Unit. 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 7. 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 8. 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. Trash, leaves and other similar material shall not be burned without the written Approval of the Association, and any such burning shall be in accordance with all local, state or federal laws. The Board may promulgate additional regulations for waste disposal procedures.

Section 9. Maintenance by Owner.

- A. 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 perform 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 Approval of the Design Review Committee. No permanent clotheslines, equipment, service yards, or storage piles shall be permitted upon any Lot, Living Unit or Common Area.
- B. 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. The Owner of each Lot shall be responsible for the maintenance of the unpaved right-of-way adjacent to his Lot.

Section 10. Cul-de-sac Maintenance. The Owners of Lots abutting a cul-de-sac shall be responsible for the maintenance of the landscaped area within the cul-de-sac. The Association retains the right to maintain such landscaped area where the Owners fail to do so and impose a reasonable charge for such services allocated equally to each Lot benefitted.

Section 11. Utilities. All utilities along the internal roads and serving individual Lots shall be placed underground.

Section 12. 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 13. 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 14. 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 15. 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 deems 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 16. Antennas. Exterior antennas are discouraged, particularly in areas served by Cable TV. All such antennas must be specifically approved by the Design Review Committee. Such approvals, if given, will be limited to antennas not exceeding thirty square feet of grid area and not extending more than ten (10) feet above the highest point of the roof, unless unusual circumstances prevail.

Section 17. 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 18. Applicable Laws. All applicable Federal, State and Local codes, regulations, ordinances, and laws shall be complied with.

Section 19. Hazardous Use. Nothing shall be done or kept on or 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.

Section 20. 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 21. Garage Doors. Garage doors on Lots or Living Units shall be maintained closed at all times except when in actual use.

* Section 22. Sanctuary. For Lots 17 and 18, the area designated on the plat shall remain in its natural state. No trees shall be removed nor structures erected nor shall any other activity be permitted which would disturb materially the designated area's natural state.

* Section 23. Access Limitations. Lot 18 shall have access only from Reece Lane as shown on the plat. Lots 22 and 46 shall have access only from Ridgeview Lane. Lots 36, 37 and 62 shall have access only from Harrison Ridge Road. Lots 3, 5, 6, 16, and 17 shall have adequate interior driveway turnarounds to prevent backing onto Terrace Lake Road and shall have dual driveway access as shown on the plat. Lots 6, 11, 12, 57, 58, and 64 shall not have access from Goeller Boulevard.

Section 24. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes Approved by the Design Review Committee shall be permitted, except for mail depositories placed by the United States Postal Service.

Section 25. Damage to Common Areas by Owner. In the event that the need for maintenance or repair of Common Areas is caused through the willful or negligent act of the Owner, Occupant, his family or guests, or invitees, as determined by the Board or Covenants Committee, and not covered or paid for by insurance on such Common Areas, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the applicable Lot or Living Unit is subject.

Section 26. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Supplementary Declaration, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer is engaged in developing or improving any portion of the Properties, it shall be exempted from the provisions of this Supplementary Declaration affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Article VI

Easements

Section 1. General. General easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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 of natural drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously and kept free of debris by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Pedestrian Easements. There are hereby created easements for pedestrian rights-of-way, if any, over and across Lots as shown on the plat.

Section 3. Vegetation. Vegetation 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.

Section 4. Private Utility Easements. Certain Lots are subject to private utility easements. These easements are shown on the face of the plat. Said easements are appurtenant to the land and shall pass to such Owner's successors in title. The Owners of Lots subject to a private utility easement shall be responsible for maintaining the water and sewage utility facilities which benefit their Lot. The cost of repair and maintenance of said utility facilities shall be shared in an equitable manner. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land. In the event of any dispute arising from or concerning the repair and maintenance of these private utility facilities, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of all the Arbitrators shall be binding on the Owners of said Lots.

Section 5. 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.

Section 6. Driveway Easements. The Owners of Lots serviced by common driveways shall share equally in the use, construction, repair and maintenance of their common drives. These Lots shall only have access from their respective common drives. 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. In the event of any dispute arising from or concerning the repair and maintenance of a common driveway, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of all the Arbitrators shall be binding on the Owners of said Lots. Each common driveway shall be a minimum of 18 feet wide and no Owner or his guests may block access to any other Owner sharing the common driveway.

Section 7. Sidewalk. A front yard sidewalk easement up to twenty-five (25) feet in width may be reserved by the City of Columbus City Engineer and/or Tipton Lakes Community Association, Inc. on Lots 17, 18, 22, 37, 38, 39, and 40.

Section 8. Retention Area. The retention area as indicated on the plat shall be maintained by the Owners of Lots affected thereby, but Tipton Lakes Community Association, Inc., retains the right to enter the area from time to time to maintain the storm water drainage system.

Section 9. Special Cases. Lots 6, 11, 12, 57, 58, and 64 are subject to a 50' drainage, utility, vegetation, and pedestrian easement on their north sides, respectively, with the easement running parallel and extending 50' south from Goeller Boulevard.

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 and 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 proportion 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 a 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 (30) 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 by the 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 provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signature of Developer this 28th day of April, 1981.

RECEIVED FOR RECORD

This 28th day of April
A.D. 1981 at 11:15 o'clock
A.M. and recorded in
Record, 60 Page 782-792
Fee \$ 12.70

Bernice L. Krieg
Bernice L. Krieg
Recorder, Bartholomew County

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 IIA to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 28th day of April, 1981.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston



County of Residence: Bartholomew

My Commission Expires: NOVEMBER 17, 1981

This instrument prepared by Robert Ellwood.

HARRISON RIDGE REPLAT

LOTS 16, 17, 18, 38, 39, & 40

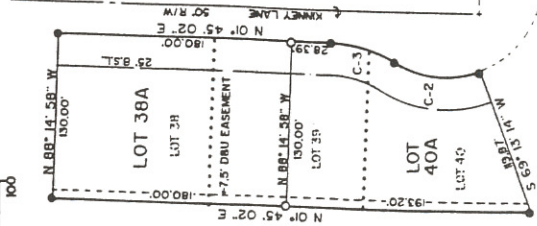


PROPERTY DESCRIPTION
 LOTS 16, 17, 18, 38, 39, & 40 OF THE "HARRISON RIDGE" AS RECORDED IN PLAY BOOK "P", PAGE 79 IN THE OFFICE OF THE RECORDER OF BATHSALGLOM COUNTY, INDIANA.
 (SECTION 28, TOWNSHIP 9 NORTH, RANGE 5 EAST)

I, **OWEN ALEXANDER JOHNSON**, HEREBY CERTIFY THAT I AM AN ANNUAL LICENSED SURVEYOR IN THE STATE OF INDIANA, THAT, TO THE BEST OF MY KNOWLEDGE, TRUTH, AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS REPLAT AS COMPLETED BY ME OR UNDER MY DIRECT SUPERVISION IN DECEMBER 1982, THAT ANY CHANGES FROM THE ORIGINAL RECORD OF THIS REPLAT AND ANY CHANGES TO THE REPLAT ARE SO INDICATED THAT ALL INSTRUMENTS BEING RECORDED HEREIN WILL BE CORRECTLY RECORDED AND THEIR POSITION IS CORRECTLY LOCATED AND THAT ALL DIMENSIONAL AND GEOMETRIC DATA ARE CORRECT.



Owen Alexander Johnson
 DATE: 12/14/82



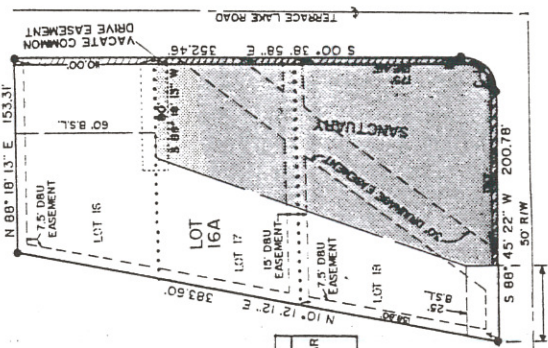
CURVE	DELTA	RADIUS	ARC	CHORD	TAN	CHD BEARING
C-1	89° 24' 17"	35.00'	39.18'	35.17'	24.74'	S 64° 03' 23" W
C-2	53° 31' 48"	79.00'	76.07'	67.55'	37.83'	S 84° 00' 43" W
C-3	31° 04' 12"	186.00'	84.11'	93.45'	27.74'	S 17° 13' 13" W

ACREAGE TABLE

LOT 38A	0.54
LOT 40A	0.46
LOT 16A	1.63
TOTAL	2.63 ACRES

OWNER'S CERTIFICATE
 WE, THE UNDERSIGNED, TIFTON LAKES COMPANY, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, JOSEPH L. WIMMATT, AND JENNIFER G. WIMMATT, OWNERS OF THE REAL ESTATE AND SUBDIVISION, DO HEREBY CERTIFY THAT WE LAY OUT, PLAT, REPLAT IN ACCORDANCE WITH THIS PLAT.
 THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "HARRISON RIDGE REPLAT, LOTS 16, 17, 18, 38, 39, AND 40", CONSISTING OF 3 LOTS, SITUATE IN SECTION 28, TOWNSHIP 9 NORTH, RANGE 5 EAST, COUNTY OF BATHSALGLOM COUNTY, INDIANA, AND CONTAINING 2.63 ACRES.
 CLEAR TITLE TO THE LAND CONTAINED IN THIS SUBDIVISION IS GUARANTEED.
 BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STRAIGHT, THESE BUILDINGS ARE PERMITTED TO BE CONSTRUCTED.
 THERE ARE STIPULATIONS OF GROUND SHOWN ON THIS PLAT AND MARKED HEREIN, HEREBY FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT AUTHORITY OF THE CITY OF BATHSALGLOM, INDIANA, TO INSTALL, MAINTAIN OR REPLACE SUCH UTILITIES.
 ALL BUILDINGS, STRUCTURES, OR IMPROVEMENTS ON THE PLAT ARE SPECIFICALLY AUTHORIZED TO BE CONSTRUCTED BY THE CITY OF BATHSALGLOM, INDIANA, AND SHALL BE MAINTAINED AS CONSTRUCTED.
 THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIONS AND COVENANTS AS SET FORTH IN PLAY BOOK "P", PAGE 79, AND NOT ALTERNATE THERETO.

WITNESSES MY HAND AND SEAL THIS 6th DAY OF March, 1982.
William R. Stewart
 VICE PRESIDENT OF DEVELOPMENT
 STATE OF INDIANA } 81
 COUNTY OF BATHSALGLOM } 81
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IS AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED WILLIAM R. STEWART, PRESIDENT OF DEVELOPMENT FOR TIFTON LAKES COMPANY, INC., WHO HAS BEEN AUTHORIZED BY RESOLUTION OF THE BOARD OF DIRECTORS OF HIS AND VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.
 WITNESSES MY HAND AND NOTARIAL SEAL THIS 6th DAY OF March, 1982.
Joseph L. Johnson
 NOTARY PUBLIC



WITNESSES MY HAND AND SEAL THIS 6th DAY OF March, 1982.
Joseph L. Johnson
 VICE PRESIDENT OF DEVELOPMENT
 STATE OF INDIANA } 81
 COUNTY OF BATHSALGLOM } 81
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IS AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED JOSEPH L. WIMMATT AND JENNIFER G. WIMMATT, WHO HAS BEEN AUTHORIZED BY RESOLUTION OF THE BOARD OF DIRECTORS OF HIS AND VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.
 WITNESSES MY HAND AND NOTARIAL SEAL THIS 6th DAY OF March, 1982.
Joseph L. Johnson
 NOTARY PUBLIC

PRIMARY APPROVAL
 UNDER AUTHORITY PROVIDED BY IC 35-7-4-788, SURVEYOR CONTROL, AND THE CITY OF COLUMBIANA, INDIANA, AS FOLLOWS:
 APPROVED BY THE CITY PLAT COMMITTEE AT A MEETING HELD March 17, 1982.
 PRESIDENT: *James F. Smith*
 SECRETARY: *Thelma Conner*
 VOID UNLESS SECONDARY APPROVAL IS RECEIVED BY JULY 15, 1982.

SECONDARY APPROVAL
 ALL CONDITIONS OF PRIMARY APPROVAL HAVE BEEN MET AND THIS PLAT IS GRANTED SECONDARY APPROVAL.
 APPROVED BY THE PLANNING DEPARTMENT April 3, 1982.
 FRED L. JOHNSON, PLANNING DIRECTOR
 VOID UNLESS RECORDED BY APRIL 30, 1982.

PLANNING DEPARTMENT CERTIFICATION
 THIS SURVEYOR INVOLVED NO DEDICATION TO THE PUBLIC OF LAND OR IMPROVEMENTS AND DOES NOT REQUIRE THE SIGNATURES OF THE MEMBERS OF THE BOARD OF PUBLIC UTILITIES AND SAFETY.
 THESE L. JOHNSON, PLANNING DIRECTOR
 DATE: April 3, 1982

COPIES OF PLAT RECEIVED BY:
Howard Donaghy
 HERMAN DONAGHY
 CODE ENFORCEMENT OFFICER
 TOWN OF COLUMBIANA
 COLUMBIANA TOWNSHIP ASSESSOR

THE REAL PROPERTY TAXES DUE THROUGH THE LAST INSTALLMENT PERIOD HAVE BEEN PAID AND THIS PLAT MAY BE RECORDED. THIS CERTIFICATE REMAINS VALID THROUGH April 3, 1982.
 AN AGREEMENT AS TO THE ALLOCATION OF TAXES THROUGH THE LAST ASSESSMENT PERIOD HAS BEEN PROVIDED TO THIS OFFICE.
 JUNE 23, 1982
James S. Sullivan, Jr.
 BATHSALGLOM COUNTY TREASURER

THE REAL PROPERTY HAS BEEN FULLY REFERRED FOR TAXATION AND TRANSFERRED TO THE RECORDS OF THE AUDITOR OF BATHSALGLOM COUNTY. THIS 3 DAY OF April, 1982.
James R. Davis
 BATHSALGLOM COUNTY AUDITOR

RECORDED IN PLAY BOOK "P", PAGE 128. THIS 3rd DAY OF April, 1982.
 A MOTION MADE ON THE ORIGINAL PLAT OF "HARRISON RIDGE", PLAT BOOK "P", PAGE 79.
 INSTRUMENT NO. 83-2348, FEE PAID 9.11.00
Raymond B. Bickel
 BATHSALGLOM COUNTY RECORDER