

SUPPLEMENTARY DECLARATION XXII-A

TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

RECEIVED

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

APR 18 1997

(Cluster #22, Commonly Known as Pintail Point and formerly organized under the Indiana Horizontal Property Act)

ASSOCIATION OFFICE

THIS DECLARATION made this 27th day of March, 1997, by Tipton Lakes Company, Inc., an Indiana Corporation (hereinafter referred to as the "Developer"); North Group, Inc., an Indiana Corporation (hereinafter referred to as the "Declarant"); and the Owners of Lots at Pintail Point.

Preamble

9700003260
Filed for Record in
BARTHOLOMEW COUNTY, IN
ROSALYN C NORMAN
On 03-28-1997 At 09:23 am.
DECLARATION 54.00

WITNESSETH:

WHEREAS, Declarant and Owners are all the owners of the land contained in Pintail Point, as recorded in Plat Book P, Page 265A and Page 284B 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; and

WHEREAS, Developer, Declarant and the Owners have by separate instrument agreed to vacate and abandon the Horizontal Property Act regime and have declared the provisions pertaining to the Horizontal Property Act regime for Pintail Point to be null and void; and

WHEREAS, Developer, Declarant and the Owners wish to restate the former Supplementary Declaration XXII as Supplementary Declaration XXII-A to reflect the changes that result from the vacation of the Horizontal Property Act regime;

NOW THEREFORE, the Developer, Declarant and the Owners hereby declare that Lots 1A, 2A, 3A, 4A, 5A, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18A, 19A, 20A, 21A and 22A plus Block A and any other areas serving as Common Areas or Cluster Common Areas in Pintail Point (the "Property") 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 Property is subject to the protective covenants as noted on the aforementioned recorded Pintail Point plats. To the extent inconsistencies exist, this Supplementary Declaration, the Declaration and any future supplementary declarations applicable to said Pintail Point shall prevail over said protective covenants, provided that the standards imposed by said protective covenants shall not be materially lessened.

Lots 1A, 2A, 3A, 4A, 5A, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18A, 19A, 20A, 21A and 22A of Pintail Point shall be developed as single family residential housing in accordance with this Supplementary Declaration and the Governing Documents of Tipton Lakes Community Association, Inc.

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 land in Pintail Point is hereby designated as a Cluster of Tipton Lakes Community Association, Inc. which is designated as Cluster #22.

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. The aforementioned Lots and Common Area, are hereby subjected to the Declaration and this Supplementary Declaration.

Section 2. Common Areas. The Common Area hereby subjected to the Declaration by this Supplementary Declaration is Block A, which shall be owned by the Tipton Lakes Community Association, Inc. and which shall be reserved solely for use as a natural landscape buffer and pedestrian walkways and similar common uses. Block A may not be used for residential lots.

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 subjected to this Supplementary Declaration which may be used to defray the costs of construction, maintenance, repair or replacement of the Cluster Common Area 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. Special Cluster signage, mailbox cluster structures and one half of the cost for maintenance of the entryway landscaping serving primarily this Cluster, if any, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- B. Landscaping and improvements in Block A that are in addition to those improvements made by the Declarant (walks converging in a central area sufficient in size to accommodate benches).
- C. 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 \$290 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. Lake Maintenance Contribution. The Lake Maintenance Contribution is set annually by the Board based upon proximity to lake and canal for Lots 7 to 17. The monthly assessment for 1996 is \$7.00.

Section 5. 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.

Section 6. Common Exterior Lot Maintenance. All Owners shall participate in the contracting for, and use of one common lawn service that will provide uniform lawn maintenance for all lots that are not owned by the Developer. This maintenance shall include mowing, fertilization, weed control and such other services as the members of the Cluster shall agree. The cost of this service shall be borne by the Lot Owners as an Owners Cluster Assessment and will be collected and administered by the Cluster Committee separate and apart from Tipton Lakes Community Association.

Article V

Protective Covenants

Section 1. Land Use and Building Type. No Lot or Living Unit shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than twenty-two residential Living Units, private garages, if any, suitable for the size, density, and residential purpose and other outbuildings incidental to residential use of the premises. No Living Unit will be attached to another Living Unit nor will any Living Unit be located upon more than one Lot.

Section 2. Design.

The intent of this Section is to provide guidelines for land use and building types so as to preserve and enhance property values and to maintain a harmonious relationship among structures and the landscape. Living Units shall be consistent in appearance to Models 1, 2 and 3 previously constructed by Declarant in this Cluster. The Living Units shall be of all brick construction, with consistent and harmonious roof lines, roof shingles, windows and doors. The color schemes for front doors, side doors, garage doors, porches and decks shall be compatible within the Cluster. Landscaping of front yards will be consistent with those plans developed for Models 1, 2 and 3 and shall not obstruct neighboring views. All landscape plans shall be approved by the Design Review Committee.

- A. Materials. For each building (in addition to glass) the basic exterior material shall be brick. Vinyl and aluminum siding will not be permitted. However, aluminum may be used for soffit, fascia and miscellaneous trim as it has been used on all Living Units to date. Materials shall be subject to Design Review Committee review.
- B. Color. External color schemes are subject to review and Approval by the Design Review Committee and are to be consistent with the provisions and intent of this Article.
- C. Driveways. All driveways and parking areas must be concrete. It is preferable to have driveways and parking areas organized in group patterns to allow longer green areas between them. All Lots must have a minimum of 1.6 off-street parking spaces, including garages.
- D. Fences. Fences are not permitted except for those legally required. Independent, unconnected landscape screening panels will be permitted. Invisible fences are permitted.
- E. Out Buildings. 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.
- F. Dwelling Size. The Cluster shall contain no Living Units having a total finished area exclusive of open porches, breezeway or garage, of less than 2,000 square feet.
- G. Building Height. No building may exceed thirty (30) feet in height.
- H. Building Coverage. Building coverage shall not exceed 50% of the Lot's acreage. Driveways and parking areas are not included in this ratio. All buildings, garages, 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 (except one ordinary 2' x 2' "For Sale" sign), without prior Approval by the Design Review Committee.

- J. Exterior Lighting. Any exterior lighting installed in the Cluster shall either be indirect or of such controlled focus and intensity as not to disturb the residents of 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, skylights, cooling towers, communications towers, air conditioning compressors, gas meters, electric meters, vents, and any other structures or equipment, shall be architecturally compatible with the buildings or screened from public view, and 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. Building placement and setbacks should be harmonious with and show consideration for neighbors.
- 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 as Approved by the Design Review Committee and shall be harmonious with existing Living Units.
- N. Access Limitations. No Lot shall have direct access from Tipton Lakes Boulevard.

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 living 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 in the Cluster is expressly prohibited unless such vehicles are kept from public view in private garages. 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 Lot or Living Unit or other improvements situated in the Cluster by fire or other means, any repair or replacement of such Lot, 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 in the Cluster other than for, and during such reasonable period of, construction of the Living Units or for bona fide visits by guests of the Occupants of the Living Units 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, 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 in the Cluster only if housed completely within a permanent structure. No area in the Cluster 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 materials shall be kept in a clean and sanitary condition and shall be located in areas concealed from view from public view. 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. Except as provided in Article IV, Section 6, every Owner shall promptly perform all maintenance and repair of his own Living Unit (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. All areas within the Cluster 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 in the Cluster. Where Pintail Point abuts Tipton Lakes Boulevard and the respective rights-of-way and vegetation easements, the Tipton Lakes Community Association is responsible for maintaining (out of the Pintail Point assessment), but may not alter, the trees and landscaping in place there up to the nearest hard surface, be it road surface or pedestrian walkway as a part of the Cluster assessment. Tipton Lakes Community Association will maintain the landscaping between the pedestrian walkway and the road surface out of the General Assessment.

- 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, if any, or other areas of the Cluster. The Owners and Occupants shall endeavor to keep all areas of the Cluster free and clear of rubbish, debris, and other unsightly materials. The Owner of each Lot or the Owners in the Cluster as a whole shall be responsible for the maintenance of the unpaved right-of-way adjacent to his Lot, if any.

Section 10. Utilities. All utilities along the internal roads and serving individual Lots shall be placed underground.

Section 11. 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 12. Water Supply. No individual primary water supply system shall be permitted in the Cluster. Primary water shall be obtained from the City of Columbus. Water may not be removed from the lakes without written permission from the Board.

Section 13. 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 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Cluster, except that dogs, cats, or customary household pets may be kept, 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 Tipton Lakes Community Association, or other Owners or Occupants caused by his pet. The Board of Tipton Lakes Community Association 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 15. Antennas. Exterior antennas are discouraged, particularly in areas served by Cable TV. All such antennas must be specifically approved by the Design Review Committee. Satellite dishes must be specifically approved by the Design Review Committee. Such approvals, if given, will be limited to satellite dishes 32 inches or less in diameter. In addition, placement of such dishes must be approved by the Committee.

Section 16. Nuisances. No noxious or offensive activity shall be carried on or permitted upon in the Cluster, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

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

Section 18. Hazardous Use. Nothing shall be done or kept on or in the Cluster 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 the Cluster which would be in violation of any law or ordinance.

Section 19. 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 20. Garage Doors. For security, energy efficiency, and the appearance of the neighborhood, garage doors shall be maintained closed to the extent it is reasonably convenient in the actual use of the garage.

Section 21. Mailboxes and Newspaper Tubes. Mail delivery shall be to the designated mailboxes in the installed mailbox clusters. The mailbox cluster housings are maintained by the Cluster; however, the operational aspects of the individual mailboxes are the individual's responsibility. The Tipton Lakes Community Association does not keep extra mailbox keys and is not responsible for locksmith functions. Newspaper tubes are not permitted unless specifically approved by the Design Review Committee.

Section 22. Lake Use - Regulations and User Fees. The Tipton Lakes Community Association may assign any or all of the rights it may have in the use of the Lakes and Lake Property to the Members of the Association, their families and guests. Such use of the Lake and Lake Property may be subject to rules and regulations promulgated by the Board and to user fees for such activities as constructing boat docks or boat houses along the lakes, placing boats upon the Lakes, and fishing upon the Lakes, among others. Such rules and regulations may include limitations on the types and sizes of boats permitted on the lake and specifications for the type, size and location of boat docks and boat houses, if permitted, as further provided herein.

Section 23. Lake Pollution Control. The Board may adopt regulations prohibiting or restricting activities in Clusters in reasonably close proximity to the lake system which may, in the Board's judgment, pose a threat of pollution to the lake system. Among other activities, the Board may so regulate landscape fertilization, bug spraying, and other activities which may result in the contamination of the lake system and activities which may result in the flow of sediments into the lake system.

Section 24. Use of Lake Water Prohibited. Lake or pond water is not to be used for pet consumption, landscape irrigation, water supply for open loop geothermal systems, or other household uses.

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 the general appearance of the Properties.

Article VI

Easements

Section 1. 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 areas of the Cluster and all improvements within it shall be maintained continuously and kept free of debris by the respective Owners except for those improvements for which a public authority or utility company or the Association 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. The Owners of Lots may not alter, remove or replace any shrub or tree within the easement without the express written Approval of the Design Review Committee.

Section 4. Encroachment Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs for all fences built on or near the side yard property lines, if any. 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 such a 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

General Provisions

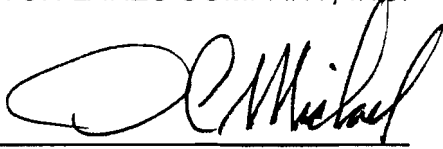
Section 1. Duration. The foregoing Supplementary Declaration is to run with the land and shall be binding on all parties and all persons claiming under it until January 1, 2030, at which time said Declaration shall be automatically extended for successive periods of ten years unless changed in whole 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 Unit Owners in this Cluster. Any amendment must be recorded in the Office of the Recorder of Bartholomew County, Indiana. No such Agreement 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 easement 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.

27th IN WITNESS WHEREOF, witness the signatures of Developer, Declarant and Owners this day of March, 1997.

TIPTON LAKES COMPANY, INC.

By 
Donald L. Michael
Executive Vice President

ATTEST:


W. D. Chambers, Secretary

NORTH GROUP, INC.

By 
David R. Kiel, President

ATTEST:


Dee Kiel, Secretary

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Donald L. Michael and W. D. Chambers, Executive Vice President and Secretary, respectively, of Tipton Lakes Company, Inc., who, for and in behalf of said corporation, acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared David R. Kiel and Dee Kiel, President and Secretary respectively, of North Group, Inc., who, for and in behalf of said corporation, acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

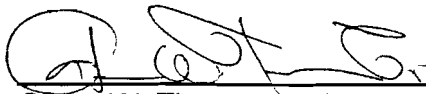
Subscribed and sworn to before me this 24th day of March, 1997.

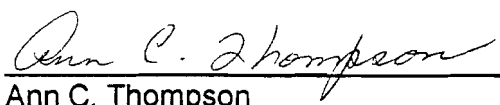
Roselyn A. Johnston
Notary Public
Roselyn A. Johnston L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

OWNERS:

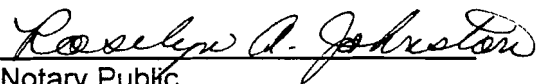
Lot #6 
Glenn W. Thompson, Jr.


Ann C. Thompson

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared the Glenn W. Thompson, Jr. and Ann C. Thompson, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.


Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #13

Thomas D. Brummett
Thomas D. Brummett

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Thomas D. Brummett, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
RoseTyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #14

Robert A. Orben
Robert A. Orben

Mary F. Orben
Mary F. Orben

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Orben and Mary F. Orben, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #15 C.O. Weddle
C. O. Weddle

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared C. O. Weddle, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #16

Francisco R. Souza
Francisco R. Souza

Carolyn K. Souza
Carolyn K. Souza

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Francisco R. Souza and Carolyn K. Souza, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 27th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #18A

Ronald D. Luther
Ronald D. Luther

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Ronald D. Luther, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

Lot #20A

Rolf D. Burti
Rolf D. Burti

(See Page 19-A)

Gisela Burti

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Rolf D. Burti and Gisela Burti, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Sharon R. Holbrook
Notary Public
SHARON R. HOLBROOK L.S.

County of Residence: Decatur

My Commission Expires: 6/30/97

Lot #20A (See Page 19)
Rolf D. Burti

Gisela Burti
Gisela Burti

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Rolf D. Burti and Gisela Burti, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 25th day of MARCH, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: 12-6-97

Lot #22A

Steven L. Charlton
Steven L. Charlton

Carolyn S. Charlton
Carolyn S. Charlton

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Steven L. Charlton and Carolyn S. Charlton, who acknowledged the execution of the foregoing Supplementary Declaration XXII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of March, 1997.

Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

L.S.

County of Residence: Bartholomew

My Commission Expires: December 6, 1997

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This instrument was prepared by W. D. Chambers, Attorney-at-Law, #3179-03, 301 Washington Street, Columbus, Indiana 47201.