

SUPPLEMENTARY DECLARATION IIIA

2337

TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster #3, Commonly Known as Harrison Green Cluster)

THIS DECLARATION made this 14th day of MAY, 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 IIB as recorded in Plat Book K, Page 86 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 Lots 66 through 113 of Harrison Ridge IIB together with those parcels serving as Cluster Common Areas, as are shown and designated Blocks B and C thereon, and such additions thereto (designated as Lots, Living Units, Common Areas, Cluster Common Areas or Limited Common Areas as the case may be) 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, used 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: Lots 66 through 113 and Blocks B and C as shown on the Harrison Ridge IIB plat are hereby designated as a Cluster or portion thereof of Tipton Lakes Community Association, Inc. which is designated as Cluster #3.

- C. In the event that a perimeter type wall or fence is constructed around all or any portion of this Cluster, situated upon or near the affected Lot Lines between the affected Lots and Common Areas, public rights-of-way or areas dedicated to public use, as part of the original development or construction of the Lots and Living Units of this Cluster, then and in that event an easement exists for the construction, repair and maintenance of said wall or fence, and the respective Lot Owner shall be responsible for the maintenance of the appearance of that portion of said wall or fence, and the respective Lot Owner shall be responsible for the maintenance of the appearance of that portion of said wall or fence adjacent to his Lot and facing the "interior" of his Lot, and the Association shall be responsible for the structural integrity and for the maintenance of the "exterior" appearance of said wall or fence, and shall pay for same out of Annual Cluster Assessments.
- D. Special Cluster signage, entryway landscaping, and perimeter and related landscaping and improvements serving primarily this Cluster, if any, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- E. 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 \$120.00 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.

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 Single Family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and other out-buildings incidental to residential use of the premises. Single Family attached housing is permitted if the common wall is on the property line.

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.

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 66 through 113 of Harrison Ridge IIB together with the parcel(s) designated as Blocks B and C and serving as Cluster Common Areas are 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 the aforementioned Cluster Common Areas designated as Blocks B and C on the aforesaid plat of Harrison Ridge IIB, which shall be owned by the Association and maintained, replaced, and repaired out of Cluster Assessments as provided in the Declaration. No Common Areas to be owned by the Association and for general Association use and enjoyment, nor Limited Common Areas are currently planned for this Cluster. Other Common Areas may exist in Cluster #3 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 Assessable 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. Operation, maintenance, repair and replacement of Cluster Common Areas Blocks B and C.
- B. Taxes and Insurance allocable to this Cluster as provided for in the Governing Documents.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Building Coverage. Building coverage shall not exceed 70% of the Lot's land area. Driveways and parking areas are not included in this ratio. All buildings, garages, storage sheds and similar facilities are included.
- H. 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.
- I. 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.
- J. 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.
- K. 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 Living Units, 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. Access Limitations. Lots 66-73 shall have no access from Coles Drive. Lots 73-77, 93, 94 and 109 shall have no access from Shields Drive.

Section 23. Setbacks, Easements and Fences. Lots 66 through 113 shall not have side yard or rear yard setbacks except as shown on the Plat or Final P.U.D. detailed site plan. There shall be a minimum of ten (10) feet between all free-standing buildings. Front yard setbacks shall be as shown on the plat. Fences up to six (6) feet high may be permitted within the setback, provided they do not conflict with the visibility requirements of the Columbus Subdivision Control Ordinance.

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 Owners. 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.

Section 27. 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.

- 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. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association. 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 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 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, decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property. From time to time the Association may require Owners to provide evidence of compliance with this Section.

Article VI

Easements

Section 1. General. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. 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 over and across Lots as shown on the plat.

Section 3. Vegetation Easements. Said easements are shown on the plat. 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. Construction and Drainage Easements. If any portion of an exterior wall or roof of a residence is situated within three feet of any adjoining Lot line, a valid easement shall and does exist, three feet in width along the adjoining Lot and adjacent to the said Lot line which easement may be used for the purpose of drainage or construction, reconstruction and maintenance of said exterior wall or roof of a residence that is situated within three feet from the nearest point of said easement. The Owner of any Lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

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. 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 Lots. 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 7. Common Driveways. Those driveways shared by the Owners of Lots 66, 67 and 78; Lots 71, 72 and 73; Lots 85, 86 and 87; Lots 91, 92 and 93; Lots 97, 98 and 99; and Lots 102, 103 and 104 respectively, shall be Limited Common Areas owned by Tipton Lakes Community Association, Inc. and used, repaired and maintained equally by the respective Owners sharing said driveways. Those above mentioned 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.

Article VII

Party Walls and Fences

Section 1. General Rules of Law to Apply. Each wall and fence which is built as a 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 commissions 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 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

Attached Living Units: Coordination of Exterior Building Repairs, Maintenance and Design Modifications

Section 1. Coordination Between Owners. In the case of attached Living Units with common walls or fences and contiguous roofs or building exteriors, and where each Owner is responsible for the exterior maintenance of his Living Unit, any repairs, maintenance or modifications which would affect the basic design, structural integrity or exterior appearance of the Living Unit, including the repair, replacement or resurfacing of roofs or building siding, shall require the mutual consent and, where necessary, cooperation of all affected Owners, in addition to the Approval of the Design Review Committee in cases where it has jurisdiction.

Section 2. Arbitration. In the event of a dispute between the affected Owners in such a matter, each party shall choose an Arbitrator, and such Arbitrators shall choose an additional Arbitrator, and the decision shall be by a majority of all the Arbitrators.

Section 3. Rules and Regulations. The Board may issue additional regulations on this matter.

Article IX

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 the Approval of the Federal Mortgage Agencies.

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION III-A
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TIPTON LAKES COMMUNITY ASSOCIATION, INC.

This Amendment to Supplementary Declaration III-A made this 25th day of September 1985, by the undersigned Developer and Members in Cluster 3 (Harrison Green) of Tipton Lakes Community Association, Inc.

This Amendment to Supplementary Declaration III-A is made on the date herein set forth by the current Developer (as defined therein) of Tipton Lakes (Tipton Lakes Company, Inc.) pursuant to its rights as contained in said Supplementary Declaration and by no less than two-thirds of the remaining owners within Harrison Green as provided for in Article IX Section 2 of said Supplementary Declaration. Tipton Lakes Company, Inc., an Indiana corporation, is successor in interest to Miller & Company, an Indiana general partnership, who assigned all of its right, titles, and obligations into and under the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., and this Supplementary Declaration to Tipton Lakes Company, Inc., by an executed instrument dated July 1, 1981.

WITNESSETH, Whereas Supplementary Declaration III-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., was executed on the 14th day of May, 1981, and was recorded on that same day in Miscellaneous Record 60, Page 984, in the Office of the Recorder of Bartholomew County;

AND, WHEREAS, said Supplementary Declaration runs with and binds the land so bound to it, by said Supplementary Declaration and subsequent Supplementary Declarations and Amendments from time to time also recorded, for the term beginning on the date of recordation of said Supplementary Declaration and ending on January 1, 2030, and for successive ten year terms thereafter;

AND, WHEREAS, said Supplementary Declaration provides in Article IX, Section 2, for amendment of said Supplementary Declaration by the Developer and the Members of Cluster 3;

AND, WHEREAS, the undersigned Developer and Members of said Cluster 3 desire to amend said Supplementary Declaration in certain particulars;

NOW, THEREFORE, the undersigned Developer and Members hereby declare by execution of this First Amendment to said Supplementary Declaration that said Supplementary Declaration shall be from the date of recording of this First Amendment changed as follows:

Article VI, Section 7 shall be amended to read as follows:

"Section 7. Common Driveways. Those driveways shared by the Owners of Lots 66, 67 and 78; Lots 71, 72 and 73; Lots 85, 86 and 87; Lots 91, 92 and 93; Lots 97, 98 and 99; and Lots 102, 103 and 104 respectively, shall be Limited Common Areas owned by Tipton Lakes Community Association, Inc. and used, repaired and maintained equally by the respective Owners sharing said driveways. These above mentioned 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

Estle Petro
Signature

ESTLE PETRO
Printed

942 Shagbark
Address

Lee H. Schuler
Signature

LEE H. SCHULER
Printed

4218 MCKERNEY C.
Address

J. E. Curry, Jr
Signature

J. E. Curry, Jr
Printed

4030 Shields Drive
Address

Julia Kay
Signature

JULIA KAY
Printed

4348 MCKERNEY
Address

Wm A. Fye
Signature

W^M A. FYE
Printed

931 Shagbark Ct.
Address

Frances Armstrong
Signature

Frances Armstrong
Printed

921 Shagbark Ct.
Address

Willbur Dossey
Signature

WILBUR DOSSEY
Printed

4020 SHIELDS DR.
Address

Betty L. Scheidt
Signature

Betty L. Scheidt
Printed

933 MCKERNEY
Address

PER Sorenson
Signature

4050 SHIE
Printed

4050 SHIELDS DR.
Address

Mary Echsner
Signature

MARY ECHSNER
Printed

4148 Shagbark Ct.
Address

Irma Pocock
Signature

IRMA POCOCK
Printed

932 Shagbark Ct.
Address

Alvin W. Munk
Signature

ALVIN W. MUNK
Printed

911 SHAGBARK CT.
Address

William L. Anderson
Signature

William L. Anderson
Printed

4040 Shields Dr.
Address

H.D. Robin Hannah
Signature

H.D. ROBIN HANNAH
Printed

971 SHAGBARK CT.
Address

John M. Demand
Signature

John M. Demand
Printed

952 Shagbark Ct.
Address

Robert E. Kirk
Signature

ROBERT E. KIRK
Printed

962 SHAGBARK CT
Address

Frances Goeller
Signature

FRANCES GOELLER
Printed

913 MOCKERNUT
Address

Signature

Printed

Address

Patricia Barrett
Signature

Patricia Barrett
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STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared the following Members of Cluster 3 of Tipton Lakes Community Association, Inc., who acknowledged the execution of the foregoing First Amendment to Supplementary Declaration III-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.: Estle Petro, Lee H. Schultz, J. E. Curry, Jr.,
Julia Kay, William A. Fye, Frances Armstrong, Wilbur Dossey, Betty L. Scheidt, Per
Sorensen, Mary Echsner, Irma Pocock, Alvin H. Mundt, William L. Anderson, H. D. Robin
Hannah, John McDonald, Robert E. Kirk, Frances Goeller, and Patricia Barrett

Subscribed and sworn to before me this 25th day of September, 1985.

Robert L. Elwood
Notary Public

Robert L. Elwood

My Commission Expires: March 15, 1988

County of Residence: Bartholomew



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RECORDER, BARTH. CO.
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This instrument prepared by Robert L. Elwood, Attorney-at-Law, 235 Washington Street, Columbus, Indiana 47201.

BOOK 72 PAGE 775

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION III-A
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TIPTON LAKES COMMUNITY ASSOCIATION, INC.

This Amendment to Supplementary Declaration III-A made this 25th day of September 1985, by the undersigned Developer and Members in Cluster 3 (Harrison Green) of Tipton Lakes Community Association, Inc.

This Amendment to Supplementary Declaration III-A is made on the date herein set forth by the current Developer (as defined therein) of Tipton Lakes (Tipton Lakes Company, Inc.) pursuant to its rights as contained in said Supplementary Declaration and by no less than two-thirds of the remaining owners within Harrison Green as provided for in Article IX Section 2 of said Supplementary Declaration. Tipton Lakes Company, Inc., an Indiana corporation, is successor in interest to Miller & Company, an Indiana general partnership, who assigned all of its right, titles, and obligations into and under the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., and this Supplementary Declaration to Tipton Lakes Company, Inc., by an executed instrument dated July 1, 1981.

WITNESSETH, Whereas Supplementary Declaration III-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., was executed on the 14th day of May, 1981, and was recorded on that same day in Miscellaneous Record 60, Page 984, in the Office of the Recorder of Bartholomew County;

AND, WHEREAS, said Supplementary Declaration runs with and binds the land so bound to it, by said Supplementary Declaration and subsequent Supplementary Declarations and Amendments from time to time also recorded, for the term beginning on the date of recordation of said Supplementary Declaration and ending on January 1, 2030, and for successive ten year terms thereafter;

AND, WHEREAS, said Supplementary Declaration provides in Article IX, Section 2, for amendment of said Supplementary Declaration by the Developer and the Members of Cluster 3;

AND, WHEREAS, the undersigned Developer and Members of said Cluster 3 desire to amend said Supplementary Declaration in certain particulars;

NOW, THEREFORE, the undersigned Developer and Members hereby declare by execution of this First Amendment to said Supplementary Declaration that said Supplementary Declaration shall be from the date of recording of this First Amendment changed as follows:

Article VI, Section 7 shall be amended to read as follows:

"Section 7. Common Driveways. Those driveways shared by the Owners of Lots 66, 67 and 78; Lots 71, 72 and 73; Lots 85, 86 and 87; Lots 91, 92 and 93; Lots 97, 98 and 99; and Lots 102, 103 and 104 respectively, shall be Limited Common Areas owned by Tipton Lakes Community Association, Inc. and used, repaired and maintained equally by the respective Owners sharing said driveways. These above mentioned 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

Estle Petro
Signature

ESTLE PETRO
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942 Shagbark
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Lee H. Schulte
Signature

LEE H. SCHULTE
Printed

4218 MCKERNEY Ct.
Address

J. E. Curry, Jr
Signature

J. E. Curry, Jr
Printed

4030 Shields Drive
Address

Julia Kay
Signature

JULIA KAY
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4348 MCKERNEY
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Wm a. Fye.
Signature

Wm A. Fye
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931 Shagbark Ct.
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Frances Armstrong
Signature

Frances Armstrong
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921 Shagbark Ct.
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Wilbur Dossey
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WILBUR DOSSEY
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4020 SHIELDS Dr.
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Betty L. Scheidt
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Betty L. Scheidt
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933 Mckerney
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PER SOPHIE
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4050 SHIE
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4050 SHIELDS DR.
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Mary Echsner
Signature

MARY ECHSNER
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4148 Shagbark Ct.
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Irma Pocock
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IRMA POCOCK
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932 Shagbark Ct.
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Alvin W. Munn
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ALVIN W. MUNN
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911 SHAGBARK CT.
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William L. Anderson
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William L. Anderson
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4040 Shields Dr.
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H.D. Robin Hannah
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H.D. ROBIN HANNAH
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971 SHAGBARK Ct.
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John M. Donald
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John M. DONALD
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952 Shagbark Ct.
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Robert E. Kirk
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ROBERT E. KIRK
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Subscribed and sworn to before me this 25th day of September, 1985.

Robert L. Elwood
Notary Public
Robert L. Elwood

My Commission Expires: March 15, 1988
County of Residence: Bartholomew



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