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BARTHOLOMEW COUNTY, IN
BETTY JEAN BESHEAR
NXX 1/11/2005 At 01:11 pm.
DECLARATION 33.00
January 2, 2005

SUPPLEMENTARY DECLARATION
TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster #32, Commonly Known as Treeline Hills)

THIS DECLARATION made this 12th day of January, 2005, by K and P Properties, Inc. (hereinafter referred to as the "Declarant") and by Tipton Lakes Company, Inc., an Indiana Corporation (hereinafter referred to as the "Developer").

Preamble

WITNESSETH:

WHEREAS, Declarant is the owner of the land contained in Treeline Hills, as recorded in Plat Book R, Page 78D 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 and the Declarant hereby declare that Lots 1 and 2 and any areas serving as Common Areas or Cluster Common Areas in Treeline Hills and any additions thereto as may 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 Declaration and of this Supplementary Declaration each of which is for the benefit of said Property and each Owner thereof.

Article I

Definitions

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

Article II

Cluster and Neighborhood Designation

Section 1. Cluster Designation. The aforementioned land in Treeline Hills is hereby designated as a Cluster of the Tipton Lakes Community Association, Inc. and is identified as Cluster #32.

Section 3. Maximum Cluster Assessment. The initial maximum allowable Annual Cluster Assessment is hereby established in the amount of \$300 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 one 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. The use of natural materials such as brick, cedar, or redwood is encouraged. No vinyl or aluminum siding will be allowed. No window glazing of any kind is allowed in overhead garage doors. Only wood-framed windows (including those clad in aluminum or vinyl) are allowed unless otherwise approved by the Design Review Committee. 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. Secondary colors for doors, windows, window shutters, architectural trim, or other details are also subject to Approval.
- C. Buildable Area. Houses shall be sited to enhance the overall Cluster design and maximize natural views.
- D. Driveways. Special attention will be given to driveway materials and design related to overall Cluster consistency. All driveways must be paved with asphalt, concrete or brick and approved by the Design Review Committee.
- E. Fences. Fences may only be of materials and design approved by the Design Review Committee. Chain link and similar fences are not acceptable. No fences shall be placed between the principal residence and the local street right-of-way, without the Approval of the Design Review Committee.

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. 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.

All homes and original landscaping and other structures shall be completed within 12 months of the beginning of such construction on the Lot, unless otherwise approved by the Design Review Committee.

Section 4. Trees. The landscape plan shall include at least 2 deciduous trees of 2½-inch caliper in the front yard or front right of way at the direction of the Design Review Committee. Generally, no living trees more than 3 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. 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 in 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 bona fide visits by guests of the Occupants of the main house and then only one such vehicle at a time.

- 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 Tipton Lakes Community Association and 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.
- C. Shoreline Maintenance. Each Owner of a Lot which abuts a lake or canal or other body of water within Tipton Lakes shall maintain the shoreline and water's edge adjacent to the Lot neat and clean and free of paper, trash, uncut weeds or unsightly growth or other debris.

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 on any Lot. 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 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 15. Satellite Dishes and Antennas. Satellite dishes must be approved by the Design Review Committee. Such approvals will be limited to satellite dishes a meter or less in diameter. In addition, placement and screening may be considered by the Design Review Committee. Exterior antennas are discouraged, particularly in areas served by Cable TV. All such antennas must be specifically approved by the Design Review Committee.

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

Section 25. 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 26. Shoreline Treatment. The individual Owner(s) in this Cluster are required to properly maintain their lakefront shoreline treatments which were designed and installed to prevent the erosion of the shoreline and help control the growth of aquatic weeds, in accordance with rules on this matter adopted from time to time by the Board. All shoreline treatments are expressly subject to Approval of the Design Review Committee. (Note: the Association's Regulations on Shoreline Treatment and Erosion Control contained in the Design Guidelines may indicate certain pre-approved shoreline treatments.)

Section 31. 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 28. 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 Declarant 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 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 or the Association is responsible.

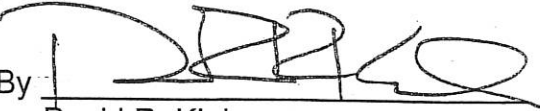
Section 2. Pedestrian Easements. There are hereby created easements for pedestrian rights-of-way, if any, over and across Lots as shown on the plat.

IN WITNESS WHEREOF, witness the signatures of the Developer and the Declarant this 12th day of January, 2005.

Tipton Lakes Company, Inc. ("Developer")

K and P Properties, Inc. ("Declarant")

By 
Donald L. Michael
Executive Vice President


By 
David R. Kiel

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)



Before me, a Notary Public in and for said County and State, personally appeared Donald L. Michael and David R. Kiel, who, for and on behalf of the Developer and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XXXII to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 12th day of January, 2005.


Notary Public
Shannon G. Haupton
Printed

County of Residence: Bartholomew

My Commission Expires: June 17, 2008

FILED

JAN 12 2005

David McKinney
Auditor Bartholomew Co., Indiana

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