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BARTHOLOMEW COUNTY, IN
ANITA L HOLE, COUNTY RECORDER
05-07-2014 At 02:33 pm.
DECLARATION 40.00

SUPPLEMENTARY DECLARATION XXXVIII-A
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster # 38, Commonly Known as Spring Hill)

THIS DECLARATION made this 7th day of MAY, 2014, by Spring Hill Lake Developers, LLC (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 Spring Hill Lake Major Subdivision with Phase I recorded in Plat Book R, Page 309C of the Bartholomew County Recorder's Office (and with Phase II & III to be recorded at a later date) 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;

WHEREAS, Declarant and the Developer wish to restate the former Supplementary Declaration XXXVIII as Supplementary Declaration XXXVIII-A to reflect certain changes that have been agreed upon.

NOW THEREFORE, the Developer and the Declarant hereby declare that Lots 1 through 119 and any areas serving as Common Areas or Cluster Common Areas in Spring Hill 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 Spring Hill is hereby designated as a Cluster of the Tipton Lakes Community Association, Inc. and is identified as Cluster # 38.

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 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 Blocks A, B, C, and D, the planting beds at both entrances and the planting beds and landscaping along Goeller Road as shown in the original plat in the landscaping buffer easement for Spring Hill Phase I as filed with the Tipton Lakes Community Association.

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

Article IV

Cluster Assessments

Section 1. Purpose of Assessments. The Board of Directors may establish an Annual Cluster Assessment as provided for in the Declaration and impose such upon

the Lots and Living Units subjected to this Supplementary Declaration which may be used to defray the costs of construction, maintenance, repair or replacement of Cluster Common Areas and facilities and to provide for differentials in services and benefits unique to this Cluster which may include but shall not be limited to the following, and which may be changed from time to time in accordance with the Governing Documents:

- A. Special Cluster signage, mailbox cluster structures and entryway and cul-de-sac landscaping serving this Cluster, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- B. Landscaping and improvements in Blocks C and D and the planting beds and landscaping along Tipton Lakes Boulevard and Goeller Road as shown in the original Spring Hill landscaping plan in the landscaping easement as filed with Tipton Lakes Community Association.
- C. Shared maintenance of the pond in Block A (shared expense with Spring Hill, Heron Cove, and Hart's Run Clusters) including shoreline and dam maintenance, dam repairs, replacement, and electrical consumption, aquatic weed control, and as further provided herein.
- D. Limited maintenance to Block B which has been created to be a natural buffer between the Spring Hill neighborhood, and Goeller Road, and the land to the west. Block B is to be left in its current natural state, but may require some limited maintenance if falling trees or other hazards exist that need to be mitigated.
- E. Benefit differential based upon proximity to lakes and ponds.
- F. 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 \$840 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 Single Family dwelling not to exceed basement or walk-out level and two stories in height, a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

Section 2. Design.

- A. **Design.** House, grading plans and landscaping plans (including all sides of the house) must be approved by the Design Review Committee. Design Review includes driveways, patios and other concrete areas, decks, and finished floor elevations. Exterior material changes shall be at inside corners or shall wrap around an outside corner the lesser of 4' or to a design element such as a roof change, window, door, pillar or post, downspout, or other design element.
- B. **Materials.** For each home no more than three basic exterior materials in addition to glass, doors and glass block will be used, unless this is specifically waived by the Design Review Committee. Composite wood systems and natural woods are considered one material. All materials shall be subject to Design Review Committee review. No window glazing of any kind is allowed in overhead garage doors. No aluminum siding will be allowed. Vinyl siding is allowed with all terminations and trim at windows, doors, and corners to be made of wood, composite wood, or other approved termination materials. Vinyl soffits and aluminum trim are permitted. Homes built on lots 3, 4, 48, and 49 (the "entrance lots") will be built with an all brick and/or stone facade first floor (and lower levels to the extent the basements are exposed) to improve the entrance facades of these very visible homes.
- C. **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.
- D. **Buildable Area.** Houses shall be sited to enhance the overall Cluster design and maximize natural views.
- E. **Driveways.** Special attention will be given to driveway materials and design related to overall Cluster consistency. All driveways must be paved with concrete or brick and approved by the Design Review Committee. Attention shall be given to the location of driveways due to the width of lots provided.

- F. Fences. Generally, fences are not allowed. Any approved fence shall be limited to an overall length of fifty feet and must have at least one end of the fence connecting to the house. Chain link and similar fences are not acceptable. No fence shall be installed without the approval of the Design Review Committee.
- G. Out Buildings. No detached storage sheds, greenhouses, kennels, or other detached structures will be allowed on any Lots. All buildings and structures must be of a design and location approved by the Design Review Committee. No aboveground pools (temporary or permanent) will be allowed.
- H. Dwelling Size. No Lot shall contain a primary residential building having a total finished area exclusive of open porches, breezeway or garage of less than 1,300 square feet.
- I. Building Coverage. Building coverage shall not exceed that allowed by the City of Columbus, IN, Zoning ordinance in place at the time of construction and permitting.
- J. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Areas, except ordinary 2'x 2' "For Sale" signs, without the prior Approval of the Design Review Committee. In order to enforce this restriction, the Association has the right to remove and discard any signs that violate this provision. Signage for a Model Home or Display Unit shall comply with the provisions of the City of Columbus, IN, Zoning Ordinance in effect at the time of application for the sign or signs.
- K. 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 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.
- L. Mechanical and Electrical Equipment. Objects, such as air conditioning compressors, gas meters, electric meters, and vents shall be architecturally compatible with the buildings or screened from public view, and approved by the Design Review Committee.
- M. Building Placement. Building placement should take into consideration existing site conditions including neighboring lots and grading. Features such as changes in terrain elevation and interesting views should be exploited where they occur.
- N. Building Location. Building setback lines exceeding those required by the City of Columbus Zoning ordinance at the time of construction are hereby established as shown on the plat. The building setback line shown on the

plat may not be varied without the written Approval of the Design Review Committee. Building locations with side loaded garage may be established at the setback shown or required by ordinance whichever is greater. For any building with a front loaded garage, the garage shall be setback a minimum of an additional 20 feet from the established or ordinance required setback, whichever is greater. Front loaded garages shall be limited to 35% of the overall front façade. Multiple garage doors may be utilized, but shall have a minimum of 18 inches separation between doors.

O. Access Limitations. No Lot shall have direct access from Tipton Lakes Boulevard or Goeller Road.

P. Performance Deposit.

Upon the submission of a Design Review Application for the initial construction of a home in Spring Hill, each lot owner shall be required to submit a one thousand dollars (\$1,000.00) performance deposit to the Tipton Lakes Community Association. This deposit will be held by the Tipton Lakes Community Association, and no interest shall be paid on this deposit. The purpose of this performance deposit is to ensure that the lot owner and the builder comply with all rules, regulations, and covenants as set forth in Tipton Lakes Community Association documents and to ensure that the home, landscaping, and all other improvements are completed in a timely way as submitted in the Design Review Application. Upon 100% completion of all improvements as submitted for approval to the Design Review Committee, the lot owner may request the release of the performance deposit. Performance Deposits not returned within 2 years of the initial receipt will automatically be forfeited and paid to the Tipton Lakes Community Association. The Design Review Committee will inspect the improvements and decide, in their sole opinion, if the improvements were completed as approved and the improvements were executed in full compliance with all rules, regulations, and covenants. In the event that the Design Review Committee concludes that the improvements were not completed as submitted, and/or rules, regulations, or covenants were violated during the construction process, the performance deposit will be forfeited to the Tipton Lakes Community Association. Forfeiture of the performance deposit shall not diminish the obligation of the lot owner to comply with all rules, regulations and covenants, and to complete all improvements as submitted in a timely way. Tipton Lakes Community Association reserves the right to pursue all remedies available to them with respect to lot owners who do not comply with the Association's rules, regulations, and covenants.

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. 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 in accordance with Rule 5. Contractors shall submit for approval erosion measures complying with the standards of Rule 5 and the City of Columbus and as required by the Developer. Failure to provide adequate erosion control measures and to maintain the same until the release of the Performance Deposit by Tipton Lakes Community Association (see Section 2 Paragraph P above) may result in fines and levies in amounts required to pay any and all assessments and fines made by the Federal, State, or Local government or Association for erosion control failures. A minimal amount of existing vegetation shall be disturbed during excavation and grading. Dikes, benches, berms, checkdams, level spreaders, straw bale barriers or other common erosion control measures shall be used where necessary and appropriate.

Lot owners shall insure that construction activities and activities of Contractors and their Sub Contractors shall not use areas of any other lots not owned by the owner for their storage, access, staging, or parking. All damage to other lots, including but not limited to impacting of water, drainage, ground cover, etc. shall be repaired and accepted by the owner of record and/or the developer to the satisfaction of the owner of record and/or developer upon notification.

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. Sales Office. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the Cluster on any sold or unsold lot in the Cluster.

Section 5. Trees and Landscaping:

- A. The landscape plan shall include at least 2 deciduous trees of 2½-inch caliper in the front yard or front right of way. Landscape plans shall be reviewed and approved by the Design Review Committee and any additions or deletions from the approved plan shall be presented to the Design Review Committee for approval.
- B. 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 2-1/2 to 4 inch trees. These must be of a species recommended by the Design Review Committee.
- C. Foundation Plantings: Each dwelling unit shall be provided with foundation plantings for all street frontages. Foundation plantings shall include evergreen and perennial plantings. With the exception of drives and entrance walks, all foundations along street frontages shall be landscaped.
- D. Grass Areas: All areas without improvements or landscaping shall be provided with grass lawns. New lawns may be seeded and strawed with a high-grade of residential turf grass seed to be established within 60 days, subject to weather permitting, of occupancy of homes. Sod may be used in lieu of seeding. All lawns are to be graded to finish grade with proper drainage prior to plantings.

Section 6. 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 7. 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 therefore unless otherwise approved by the Design Review Committee.

Section 8. Temporary Structures. No house trailer, recreational vehicles, 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.

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 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 9. 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 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 10. Maintenance by Home Owner.

- A. Lot Maintenance. As further provided herein, every Owner shall promptly perform all maintenance and repair within his own Lot and on the adjacent road right-of-way, 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 visible from outside the Lot shall be permitted upon any Lot, Living Unit or Common Area. Properties that abut Goeller Boulevard and Tipton Lakes Boulevard may require landscape buffers in their yard which is the responsibility of the Owner to maintain. Cluster Common Areas as defined in this document will be maintained by Tipton Lakes Community Association out of the Cluster Assessment. Tipton Lakes Community Association maintains the landscaping between any pedestrian asphalt 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. 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.

C. Shoreline Maintenance. Each Owner of a Lot which abuts a pond, lake, canal, creek, 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 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 water and sewer utility. Water may not be removed from the lakes or ponds without written permission from the Board.

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. 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 will be considered by the Design Review Committee. Exterior antennas generally will not be approved and all such antennas must be specifically approved by the Design Review Committee.

Section 17. 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 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. 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 22. 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 Association; however, the operational aspects of the individual mailboxes are the individual Owner's responsibility. The Association does not keep extra mailbox keys and is not responsible for locksmith functions. Newspaper tubes are not permitted.

Section 23. Lake Use - Regulations and User Fees. The 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 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 lakes and specifications for the type, size and location of boat docks, if permitted, as further provided herein.

Section 24. 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 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. 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 27. 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

Shared Pond

Section 1. Use, Management and Maintenance. The pond situated between Heron Cove, Spring Hill and Hart's Run is to be equally shared (based on number of lots) by all lots in the three major clusters in its use, management and maintenance. Access to the pond for any active uses such as fishing, ice skating, boating, swimming and the like shall be limited to the Heron Cove, Spring Hill and Hart's Run residents, and their respective guests. The pond shall be managed and maintained in accordance with high industry standards. Those cost items to be shared by the three Clusters and shall include, but not be limited to, pump electrical consumptions, repairs and maintenance; aquatic weed control; maintenance of the shoreline erosion control treatment; dam maintenance; incremental insurance premiums, if any; and where appropriate, reserves to be set aside for longer term major repairs and replacement of such items as the dam, pump and dredging of the pond as may be required. Owners of lots that abut the pond shall be responsible for maintaining their property up to the pond's shoreline.

Each year during budget time the Tipton Lakes Community Association Board in conjunction with the Heron Cove, Spring Hill and Hart's Run Cluster Committees shall determine the pond maintenance needs for the following year and the projected costs, incorporate same into their respective budgets, and work out equitable and convenient means to share in the timely payment for the management of these items.

The pond may be used for boating, however, boats are restricted to non-motorized boats no more than fourteen feet in length. Boats must be stored inside when not in use. Docks are not permitted. Any activities in connection with the pond are solely at the risk of the individual involved and anyone so using the pond or its facilities or appurtenances agrees to release any liability and waive any claim against Tipton Lakes Community Association and its members for any damage to person or property which may arise in connection with the pond.

Article VII

Easements

Section 1. General. Easements for installation and maintenance of utilities, drainage facilities and pond 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.

Section 3. Vegetation. Vegetation easements, if any, are shown on the aforementioned plat or plats. The Association may enter said areas to maintain, alter or replace vegetation within the easement. No Lot Owner may alter, remove or replace any shrub or tree within the easement without the express written Approval of the Design Review Committee.

Section 4. Construction and Drainage Easements. If any portion of an exterior wall or roof of a residence is situated within five feet of an adjoining Lot line, a valid easement shall and does exist, five 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 five 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. Re-establishment of improvements on abutting lots affected by required use within this established easement for drainage or construction, reconstruction or maintenance of exterior walls or roofs shall be the responsibility of the lot owner requiring same.

Section 5. 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 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 and the Declarant 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 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 and the Declarant reserve the right to amend the provisions of this Supplementary Declaration including but not limited to modifying the stated maximum Annual Cluster Assessments or other changes in response to changes in requirements of government agencies and financial institutions. Such amendments shall be effected by: (1) giving Notice to the Association and Cluster Owners other than Developer of proposed changes; (2) securing the Approval of appropriate local governmental bodies; and (3) securing Approval of the Federal Mortgage Agencies.

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

IN WITNESS WHEREOF, witness the signatures of the Developer and the Declarant this 7th day of MAY, 2014.

Tipton Lakes Company, Inc. ("Developer")

Spring Hill Lake Development LLC ("Declarant")

By [Signature]
Donald L. Michael
President

By [Signature]
Jeffrey N. Bush
Manager

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Donald L. Michael and Jeffrey N. Bush, who, for and on behalf of the Developer and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XXXVIII-A the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 7th day of MAY, 2014.



[Signature]
Notary Public
SHANNON G. HAMPTON
Printed

County of Residence: Bartholomew
My Commission Expires: JUNE 17, 2016

This instrument was prepared by W. D. Chambers, Attorney at Law, #3179-03, P.O. Box 808, Columbus, Indiana 47201. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

William D. Chambers

FIRST AMENDMENT
SUPPLEMENTARY DECLARATION XXXVIII-A
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster # 38, Commonly Known as Spring Hill)

This First Amendment to the Supplementary Declaration XXXVIII-A is made by the Spring Hill Subdivision undersigned Lot Owners of the land contained in Spring Hill.

Preamble

WITNESSETH:

WHEREAS, There is a certain Supplementary Declaration XXXVIII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc, (Cluster #38, commonly known as Spring Hill) recorded on May 7, 2014, as Instrument #2014-00003799, with associated plat recorded in Plat Book R, page 309C, hereinafter referred to as "Supplemental Declaration XXXVIII-A".

WHEREAS, Article IX section 2 of said Supplemental Declaration XXXVIII-A provides that said supplemental may be amended by the Owners of Lots, with certain provisions, those provisions now met,

NOW THEREFORE, the Owners of Lots hereby amend the Supplemental Declaration XXXVIII-A as follows:

1 . Article IV section 1 shall be replaced with:

Section 1. Purpose of Assessments. The Board of Directors may establish an Annual Cluster Assessment as provided for in the Declaration and impose such upon the Lots and Living Units subjected to this Supplementary Declaration which may be used to defray the costs of construction, maintenance, repair or

replacement of Cluster Common Areas and facilities and to provide for differentials in services and benefits unique to this Cluster which may include but shall not be limited to the following, and which may be changed from time to time in accordance with the Governing Documents:

- A. Special Cluster signage, mailbox cluster structures and entryway and cul-de-sac landscaping serving this Cluster, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- B. Landscaping and improvements in all Blocks in Spring Hill, Heron Cove, and Harts Run and the planting beds and landscaping along Tipton Lakes Boulevard and Goeller Road as shown in the original Spring Hill, Heron Cove and Harts Run landscaping plats in the landscaping easement as filed with Tipton Lakes Community Association.
- C. Shared maintenance of the pond (with Spring Hill, Heron Cove, and Hart's Run Clusters) including shoreline and dam maintenance, dam repairs, replacement, and electrical consumption, aquatic weed control, and as further provided herein.
- D. Limited maintenance to Block B in Spring Hill which has been created to be a natural buffer between the Spring Hill neighborhood, and Goeller Road, and the land to the west. Block B is to be left in its current natural state, but may require some limited maintenance if falling trees or other hazards exist that need to be mitigated.
- E. Spring Hill, Heron Cove, and Harts Run assessment will be determined in a combined budget and allocated based on the total number of lots developed in these Clusters.
- F. Others as provided for in the Governing Documents.

IN WITNESS WHEREOF, the Spring Hill Lot Owners signatures appear as Attachment 1 on this 27 day of January, 2017.

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

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

Subscribed and sworn to before me this 27 day of January, 2017.



Nancy Battin
Notary Public

Nancy Battin
Printed

County of Residence: Bartholomew


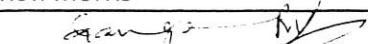

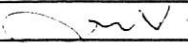
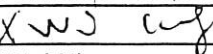
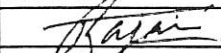
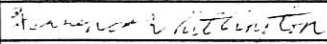
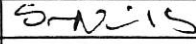
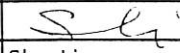
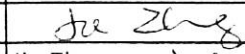

My Commission Expires: June 22, 2018

This instrument was prepared by Staci Likens, Executive Director, Tipton Lakes Community Association, 6000 Tipton Lakes Blvd, Columbus, Indiana 47201. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

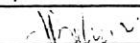

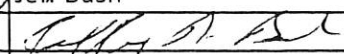
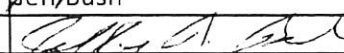

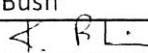

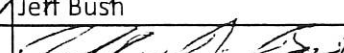
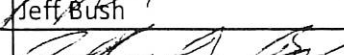

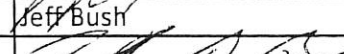
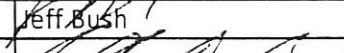
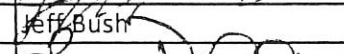
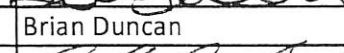
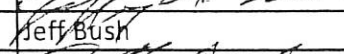
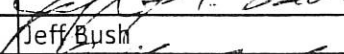
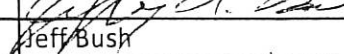
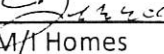
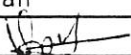
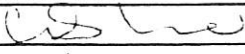
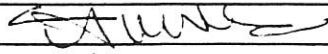
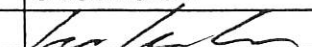

Staci Likens

Attachment 1



Springhill Lot Owners:

Lot Number	Signed:		
1	Printed:	Jeff Bush	
Lot Number	Signed:		
2	Printed:	Ron Morris	Faye Morris
Lot Number	Signed:		
3	Printed:	Venkataiah Gangadhara	Pushpavathi Gangadhara
Lot Number	Signed:		
4	Printed:	Jeff Bush	
Lot Number	Signed:		
5	Printed:	Prasana Srinvasa	Richa Salunkhe
Lot Number	Signed:		
6	Printed:	Justin Paul	Dolly Idiculla
Lot Number	Signed:		
7	Printed:	Kumarasubramanian Boopathi	
Lot Number	Signed:		
8	Printed:	Francisco Vazquez	Esmeralda Gonzalez N/A
Lot Number	Signed:		
9	Printed:	Wei Ning	Chang Jin N/A
Lot Number	Signed:		
10	Printed:	Jose Meza	Patricia Sanchaz N/A
Lot Number	Signed:		
11	Printed:	Hauris Lewis	Miranda Lewis N/A
Lot Number	Signed:		
12	Printed:	Yundi Lin	Yi Luo
Lot Number	Signed:		
13	Printed:	Jignesh Kumar Rajani	Komal Hirapara N/A
Lot Number	Signed:		
14	Printed:	Terrence Whittington	Kris Whittington N/A
Lot Number	Signed:		
15	Printed:	Yen Hsun Chen	
Lot Number	Signed:		
16	Printed:	Sam Nichols	Kelley Nichols
Lot Number	Signed:		
17	Printed:	Shu Li	Xiao Zheng N/A
Lot Number	Signed:		
18	Printed:	An Wu	Xuan Shang
Lot Number	Signed:		
19	Printed:	Joel Maya N/A	Zaida Escobar N/A
Lot Number	Signed:		
20	Printed:	Vinoj Pillai	Sharika Kunnar
Lot Number	Signed:		
21	Printed:	Blamar Priyanka Singareddy	
Lot Number	Signed:		
22	Printed:	Jie Zhang	Qiang Liu
Lot Number	Signed:		

23	Printed:	Jeff Bush	
Lot Number	Signed:	<i>MB Bush</i>	<i>Karu</i>
24	Printed:	Pagalavan Mathari	Karthika Baskar
Lot Number	Signed:		
25	Printed:	Sameer Adur	Madhavi Adur N/A
Lot Number	Signed:		
26	Printed:	Mohammed Rahman	Mehnaz Sultoa
Lot Number	Signed:		
27	Printed:	Lining Zhou	Sheng Wang
Lot Number	Signed:	<i>Lining Zhou</i>	<i>Sheng Wang</i>
28	Printed:	Pavan Jaggampudi	Pragati Bhatnagar
Lot Number	Signed:		
29	Printed:	Rodolfo Lopez Salinas	Lucia Villalobos Rodriguez
Lot Number	Signed:		
30	Printed:	Aswin Kumar Muthukumar	
Lot Number	Signed:	<i>Aswin</i>	
31	Printed:	Shiodas Kute	Manisha Shiodas
Lot Number	Signed:		
32	Printed:	Jorge Aurelio Flores-Ramirez	
Lot Number	Signed:	<i>Jorge Aurelio Flores-Ramirez</i>	
33	Printed:	Mengshi Gao	
Lot Number	Signed:		
34	Printed:	Niraj Desai	Neha Badani
Lot Number	Signed:	<i>Niraj Desai</i>	
35	Printed:	Jorge Lera-Castellanos	Andres Lera-Castellanos N/A
Lot Number	Signed:	<i>Jorge Lera-Castellanos</i>	<i>Sumita Munshi</i>
36	Printed:	Himanshu Gupta	Sumita Munshi
Lot Number	Signed:		
37	Printed:	Subrata Karmakar	Sanchari Karmakar N/A
Lot Number	Signed:		
38	Printed:	Manas Phadke	Aboli Phadke N/A
Lot Number	Signed:		
39	Printed:	Vivek Singh	Renu Singh
Lot Number	Signed:	<i>Vivek Singh</i>	<i>Shruti Nirula</i>
40	Printed:	Nitri Dhingra Nitin Dhingra	Shruti Nirula
Lot Number	Signed:	<i>Nitri Dhingra</i>	
41	Printed:	Harshitha Nagari	
Lot Number	Signed:		
42	Printed:	Jia Guo	Bo Liu
Lot Number	Signed:		
43	Printed:	Qunying Shen	Jiabo Zhang N/A
Lot Number	Signed:		
44	Printed:	Haoxiang Yang	
Lot Number	Signed:	<i>Haoxiang Yang</i>	<i>Ziyuan Wang</i>
45	Printed:	Han Fu	Ziyuan Wang
Lot Number	Signed:		
46	Printed:	Chenkang Chang	Wenlein Taso N/A

Lot Number	Signed:		
47	Printed:	Ely Pama	SongFei Pama
Lot Number	Signed:		
48	Printed:	Nagarajan Balanaga	Sneha Balanaga N/A
Lot Number	Signed:		
49	Printed:	Jeff Bush	
Lot Number	Signed:		
50	Printed:	Jeff Bush	
Lot Number	Signed:		
51	Printed:	Jeff Bush	
Lot Number	Signed:		
52	Printed:	Jeff Bush	
Lot Number	Signed:		
53	Printed:	Ken Blair	Janie Blair N/A
Lot Number	Signed:		
54	Printed:	Jeff Bush	
Lot Number	Signed:		
55	Printed:	Jeff Bush	
Lot Number	Signed:		
56	Printed:	Jeff Bush	
Lot Number	Signed:		
57	Printed:	Jeff Bush	
Lot Number	Signed:		
58	Printed:	Jeff Bush	
Lot Number	Signed:		
59	Printed:	Jeff Bush	
Lot Number	Signed:		
60	Printed:	Brian Duncan	Karen Duncan N/A
Lot Number	Signed:		
61	Printed:	Jeff Bush	
Lot Number	Signed:		
62	Printed:	Jeff Bush	
Lot Number	Signed:		
63	Printed:	Jeff Bush	
Lot Number	Signed:		
64	Printed:	M/I Homes	
Lot Number	Signed:		
65	Printed:	Narash Loilada NARESH KOILADA	Manisha Rahagude
Lot Number	Signed:		
66	Printed:	Jing Tian	Fan Yang
Lot Number	Signed:		
67	Printed:	Varun Sood	Arushi Sood N/A
Lot Number	Signed:		
68	Printed:	Ryan Privonka	Andrea Privonka
Lot Number	Signed:		
69	Printed:	Graeme Shaw	Tracey Shaw
Lot Number	Signed:		

70	Printed:	Beom Chul Kwon	Jiajing Li
Lot Number	Signed:		
71	Printed:	Yuelel Dong	Zilin Yuan N/A
Lot Number	Signed:	<i>Jeff Bush</i>	
72	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
73	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
74	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
75	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
76	Printed:	Jeff Bush	
Lot Number	Signed:	<i>David Klein</i>	
77	Printed:	M/H Homes	
Lot Number	Signed:	<i>Jeff Bush</i>	
78	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Boris Ludwig</i>	<i>Natalie Ludwig</i>
79	Printed:	Boris Ludwig	Natalie Ludwig
Lot Number	Signed:		
80	Printed:	Sridhar Chitti	Shalini Davalari
Lot Number	Signed:		
81	Printed:	Narendra Yerragudi	Bharathi Manthanoud N/A
Lot Number	Signed:	<i>Jeff Bush</i>	
82	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Chris Meir</i>	<i>Ana Gomez Moncada</i>
83	Printed:	Chris Meir	Ana Gomez Moncada
Lot Number	Signed:	<i>Jeff Bush</i>	
84	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
85	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
86	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
87	Printed:	Jeff Bush	
Lot Number	Signed:	<i>Jeff Bush</i>	
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Lot Number	Signed:	<i>David Klein</i>	
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Lot Number	Signed:	<i>Jeff Bush</i>	
93	Printed:	Jeff Bush	

117	Printed:	Jeff Bush	
Lot Number	Signed:		
118	Printed:	Jeff Bush	
Lot Number	Signed:		
119	Printed:	M/H Homes	