

2016000752 DEC \$42.00
01/26/2016 03:22:21P 15 PGS
Anita L Hole
Bartholomew County Recorder IN
Recorded as Presented



**SUPPLEMENTARY DECLARATION XL
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.**

(Cluster # 40, Commonly Known as Oak Ridge)

THIS DECLARATION made this 25th day of JANUARY 2016, by Cornerstone Land Company LLC (hereinafter referred to as the "Declarant") and by Tipton Lakes Community Association, Inc., an Indiana Corporation (hereinafter referred to as the "Association").

Preamble

WITNESSETH:

WHEREAS, Declarant is the owner of the land contained in Oak Ridge Major Subdivision with Phase I recorded in Plat Book R, Page 357A of the Bartholomew County Recorder's Office (and with future Phases 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;

NOW THEREFORE, the Association and the Declarant hereby declare that Lots 1 through 42 and any areas serving as Common Areas or Cluster Common Areas in Oak Ridge 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.

FILED

JAN 26 2016

**BARTHOLOMEW COUNTY
AUDITOR'S OFFICE**

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 Oak Ridge is hereby designated as a Cluster of the Tipton Lakes Community Association, Inc. and is identified as Cluster # 40.

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, D, E, and F, as shown in the original preliminary plat.

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 Declarant, 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. Landscaping and improvements in Blocks A and B including the planting beds and landscaping along Champion Drive and Carr Hill Road as shown in the original Oak Ridge landscaping plan as filed with Tipton Lakes Community Association.
- B. Shared maintenance of the ponds in Block C and D (shared expense with Oak Ridge all phases) including shoreline and dam maintenance, dam repairs, replacement, and electrical consumption, control structures, aquatic weed control, and as further provided herein.
- C. Special Cluster signage, mailbox cluster structures and entryway landscaping in Blocks E and F, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- D. 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 \$500 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 four 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 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 which face the street, unless it is a 3rd door turned perpendicular to the other 2 doors. No vinyl or aluminum siding will be allowed. Vinyl soffits and aluminum trim are permitted. Homes built on lots 1, 22, 26, and 37 (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 facades of these very visible homes at the entrances to the Cluster.
- 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, asphalt, or brick and approved by the Design Review Committee.

- F. Fences. Generally, fences are not allowed. The purpose of this is to maintain the open natural views across the yards of the homes. Any approved fence shall be limited to an overall length of fifty feet, must be of a "black wrought-iron style," 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 above ground pools or trampolines (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 1,500 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 will be established by the City of Columbus Zoning Ordinance at the time of construction unless the Plat shows setbacks exceeding those required by the City of Columbus. In this case, the Plat building setback lines will prevail. The building setback lines shown on the plat may not be varied without the written Approval of the Design Review Committee.
- O. Access Limitations. No Lot shall have direct access from Champion Drive.
- P. Performance Deposit. Upon the submission of a Design Review Application for the initial construction of a home in Oak Ridge, 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 it 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 Association. 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 Declarant to the satisfaction of the owner of record and/or Declarant 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 Declarant, Declarant 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 2 ½ 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, natural forests, or landscaping shall be provided with grass lawns. All lawns are to be graded to finish grade with proper drainage prior to plantings. Sod shall be used on all lawns from the front of the house to the street. Side and rear yards may be seeded and strawed with a high-grade of residential turf grass and are to be established within 60 days of occupancy of homes, weather permitting.

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. 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 Champion Drive and Carr Hill Road 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.

- 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 two foot 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 clusters 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 unless they are integral to the design of the mailbox clusters and approved by the Declarant and the Association.

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 Association 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 management and maintenance of the ponds situated in Oak Ridge, all phases, is to be equally shared (based on number of lots) by all lots in Oak Ridge. The ponds shall be managed and maintained in accordance with high industry standards. Those cost items to be shared 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 reserves to be set aside for longer term major repairs and replacement of such items as the pump, dam, 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.

Article VII

Easements

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

General Provisions

Section 1. Duration. The foregoing Supplementary Declaration is to run with the land and shall be binding on all parties and all persons claiming under it until January 1, 2030, at which time said Declaration shall be automatically extended for successive periods of ten years unless changed in whole or in part by an instrument signed by at least two-thirds of the Owners in this Cluster, approved by the City of Columbus and recorded.

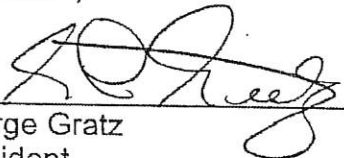
Section 2. Amendment. This Supplementary Declaration may be amended by an instrument signed by the Association and the Declarant so long as the Declarant continues to hold not less than 50% of the remaining Lots or Living Units in this Cluster. Any amendment must be recorded in the Office of the Recorder 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.


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 Association and the Declarant this 25th day of JANUARY, 2016.

Tipton Lakes Community Association Inc.
("Association")

Cornerstone Land Company LLC
("Declarant")

By 
George Gratz
President

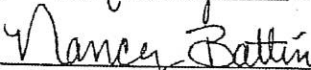
By 
George Dutro
Member

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared George Gratz and George Dutro, who, for and on behalf of the Association and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XL the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 25 day of January, 2016.




Notary Public
Nancy Battin
Printed

County of Residence: Bartholomew
My Commission Expires: June 22, 2013

This instrument was prepared by W. D. Chambers, Attorney at Law, #3179-03, P.O. Box 808, Columbus, Indiana 47202. 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.

W. D. Chambers, Attorney at Law

2016001622 AM \$17.00
02/25/2016 11:44:51A 2 PGS
Anita L Hole
Bartholomew County Recorder IN
Recorded as Presented



**FIRST AMENDMENT
SUPPLEMENTARY DECLARATION XL
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster # 40, Commonly Known as Oak Ridge)**

This First Amendment to the **Supplementary Declaration XL** is made by the undersigned Declarant, Cornerstone Land Company LLC, and Association, Tipton Lakes Community Association, Inc,

Preamble

WITNESSETH:

WHEREAS, There is a certain Supplementary Declaration XL to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc, (Cluster #40, commonly known as Oak Ridge) recorded on January 26, 2016, as Instrument #2016-000752, with associated plat recorded in Plat Book R, page 357A, hereinafter referred to as "Supplemental Declaration XL".

WHEREAS, Article VIII section 2 of said Supplemental Declaration XL provides that said supplemental may be amended by the Developer and Association, with certain provisions, those provisions now met,

NOW THEREFORE, the Association and the Declarant hereby amend the Supplemental Declaration XL as follows:

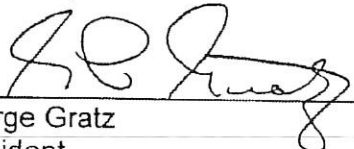
1. Article V section 1 shall be replaced with:

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 five cars, and other outbuildings incidental to residential use of the premises.

IN WITNESS WHEREOF, witness the signatures of the Association and the Declarant this 24th day of FEBRUARY, 2016.

Tipton Lakes Community Association Inc.
("Association")

Cornerstone Land Company LLC
("Declarant")

By 
George Gratz
President

By GEORGE DUTRO
George Dutro
Member

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared George Gratz and George Dutro, who, for and on behalf of the Association and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XL the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24 day of February, 2016.



Nancy Battin
Notary Public
Nancy Battin
Printed

County of Residence: Bartholomew
My Commission Expires: June 22, 2018

This instrument prepared by George Dutro, Managing director, Cornerstone Land Company LLC, 441 Sixth Street, Columbus, IN, 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.

George Dutro
Managing Director
Cornerstone Land Company LLC

FILED

FEB 25 2016

**BARTHOLOMEW COUNTY
AUDITOR'S OFFICE**

SECOND AMENDMENT
SUPPLEMENTARY DECLARATION XL
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster # 40, Commonly Known as Oak Ridge)

This Second Amendment to the Supplementary Declaration XL is made by the undersigned Declarant, Cornerstone Land Company LLC, and Association, Tipton Lakes Community Association, Inc.

Preamble

WITNESSETH:

WHEREAS, There is a certain Supplementary Declaration XL to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc. (Cluster #40, commonly known as Oak Ridge) recorded on January 26, 2016, as Instrument #2016-000752, with associated plat recorded in Plat Book R, page 357A, hereinafter referred to as "Supplemental Declaration XL".

WHEREAS, Article VIII section 2 of said Supplemental Declaration XL provides that said supplemental may be amended by the Developer and the Association, with certain provisions, those provisions now met,

NOW THEREFORE, the Association and the Declarant hereby amend the Supplemental Declaration XL as follows:

Article IV

1. Article IV section 1, letter A 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. Landscaping and improvements to the berms in Blocks A and B (including the planting beds and landscaping) along Champion Drive and Carr Hill Road behind lots 1 and 19-22 as shown in the original Oak Ridge landscaping plan

as filed with Tipton Lakes Community Association. The owners of lots 1 and 19-22 are specifically prohibited from making any changes to the existing landscaping berm without the specific approval of the Tipton Lakes Community Association.

2. Article IV sections 3, shall be replaced with:

Section 3. Maximum Cluster Assessment. The initial maximum allowable Annual Cluster Assessment is hereby established in the amount of \$500 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.

3. Article V section 2, letter F shall be replaced with:

Section 2. Design.

- F. Fences. No fences are allowed, except fences that are required by City Ordinance, e.g., swimming pools. The purpose of this is to maintain the open natural views across the yards of the homes. All fences must be open type "wrought iron" look fences. Chain link and similar fences are not acceptable. No fence shall be installed without the approval of the Design Review Committee.

4. Article V section 10. Letter C shall be replaced with:

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. Cluster Common Areas as defined in this document will be maintained by Tipton Lakes Community Association out of the Cluster Assessment.

5. Article VI section1. Shall be replaced with:

Shared Pond

Section 1. Use, Management and Maintenance. The management and maintenance of the ponds situated in Oak Ridge, all phases, is to be equally shared (based on number of lots) by all lots in Oak Ridge. The ponds shall be managed and maintained in accordance with high industry standards. Those cost items to be shared 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 reserves to be set aside for longer term major repairs and replacement of such items as the pump, dam, 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.

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.

IN WITNESS WHEREOF, witness the signatures of the Association and the Declarant this 24 day of October, 2017.

Tipton Lakes Community Association Inc.
("Association")

By [Signature]
Steven Leach
Vice President

Cornerstone Land Company LLC
("Declarant")

By [Signature]
George Dutro
Member

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Daniel Slattery and George Dutro, who on behalf of the Association and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XL the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24 day of October, 2017.



[Signature]
Notary Public
Nancy Battin
Printed

County of Residence: Bartholomew

My Commission Expires: 6-22-2018

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.

Tim Allen

THIRD AMENDMENT
SUPPLEMENTARY DECLARATION XL
TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TIPTON LAKES COMMUNITY ASSOCIATION, INC.
(Cluster # 40, Commonly Known as Oak Ridge)

This Third Amendment to the Supplementary Declaration XL is made by the undersigned Declarant, Cornerstone Land Company LLC, and Association, Tipton Lakes Community Association, Inc.

Preamble

WITNESSETH:

WHEREAS, There is a certain Supplementary Declaration XL to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc, (Cluster #40, commonly known as Oak Ridge) recorded on January 26, 2016, as Instrument #2016-000752, with associated plat recorded in Plat Book R, page 357A, and the first, second and third amendment thereto, hereinafter referred to as "Supplemental Declaration XL".

WHEREAS, Article VIII section 2 of said Supplemental Declaration XL provides that said supplemental may be amended by the Developer and the Association, with certain provisions, those provisions now met,

NOW THEREFORE, the Association and the Declarant hereby amend the Supplementary Declaration XL as follows:

Preamble, NOW THEREFORE, shall be replaced with:

NOW THEREFORE, the Association and the Declarant hereby declare that Lots 1 through 50 and any areas serving as Common Areas or Cluster Common Areas in Oak Ridge 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 III, Section 2 shall be replaced with:

Section 2. Common Areas. The Common Areas hereby subjected to the Declaration by this Supplementary Declaration shall include Blocks A, B, C1, D, E, F and G, as shown in the original plat.

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. Landscaping and improvements in Blocks A and C1 including the planting beds and landscaping along Champion Drive and Carr Hill Road as shown in the original Oak Ridge landscaping plan as filed with Tipton Lakes Community Association.
- B. Shared maintenance of the ponds in Block D and E (shared expense with Oak Ridge all phases) including shoreline and dam maintenance, dam repairs, replacement, and electrical consumption, control structures, aquatic weed control, and as further provided herein.
- C. Special Cluster signage, mailbox cluster structures and entryway landscaping in Blocks B, F and G, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- D. Others as provided for in the Governing Documents.

Article IV, Section 3 shall be replaced with:

Section 3. Maximum Cluster Assessment. The initial maximum allowable Annual Cluster Assessment is hereby established in the amount of \$1,000 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 IV, Section 5 shall be added to read:

Section 5. Special Maintenance Assessment. Owners of lots 15-25 and lots 38-40 shall participate in the contracting for and use of a common lawn service that will provide uniform grounds maintenance for all lots. The maintenance shall include mowing, fertilization, weed control, and such other services as the members of the lot Owners of lots 15-25 and 38-40 shall agree upon by a two-thirds majority vote. The cost of this service shall be borne by the lot Owners as a Special Maintenance Assessment and will be collected and administered by Tipton Lakes Community Association separate and apart from the Tipton Lakes Community Association General Assessment and Cluster Assessment described in Sections 1 through 4 above.

Article V, Section 2, A, B, F and G shall be replaced with:

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 to a design element such as a roof change, window, door, pillar or post, downspout or other design element. All designs must be consistent with current Design Guidelines which are prepared by the Declarant and approved by the Design Review Committee. Guidelines may specify roof color, pitch and overhang, and recommended exterior color and material combinations. For lots 15-25 and 38-40, the goal is to achieve a consistent and coordinated look. The structures themselves will not be identical, however, they will relate and look similar in order to achieve a unified, cluster appearance.
- 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 vinyl or aluminum siding will be allowed. Vinyl soffits and aluminum trim are permitted. Homes built on lots 1, 26, 37, & 40 (the "entrance lots") will be built with an all brick and/or stone façade first floor (and lower levels to the extent the basement are exposed) to improve the facades of these very visible home at the entrances to the Cluster.
- F. Fences. All fences must be of a "black wrought-iron style," 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.

- F. Out Buildings. No detached storage sheds, greenhouses, or kennels will be permitted on any Lots. However, pool houses, as part of an inground pool project, will be permitted and must be of a design and location approved by the Design Review Committee. No above ground pools or trampolines (temporary or permanent) will be allowed.

Article V, Section 10, A, shall be replaced with:

- 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 Carr Hill Road and the respective rights-of-way and vegetation easements, if any, are responsible for maintaining, but may not alter, the trees and the landscaping in place there up to the nearest hard surface, be it road surface or pedestrian walkway, without the approval to Tipton Lakes Community Association. Cluster Common Areas as defined in this document will be maintained by Tipton Lakes Community Association out of the Cluster Assessment.

Article VIII, Section 2, shall be replaced with:

Section 2. Amendment. This Supplementary Declaration may be amended by an instrument signed by the Association and the Declarant so long as the Declarant continues to hold no less than 50% of the remaining Lots or Living Units in this Cluster. Any amendment to Article IV, Section 5, Special Maintenance Assessment, after the Declarant no longer holds 50% of the remaining Lots or Living Units in this Cluster, requires a two-thirds vote of lots 15-25 and lots 38-40. 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.

IN WITNESS WHEREOF, witness the signatures of the Association and the Declarant this 14 day of February, 2020.

Tipton Lakes Community Association Inc.
("Association")

Cornerstone Land Company LLC
("Declarant")

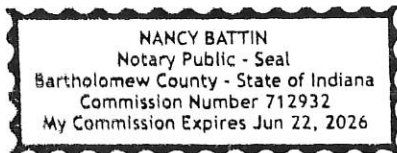
By *Daniel Slattery*
Daniel Slattery
President

By *George Dutro*
George Dutro
Member

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Daniel Slattery and George Dutro, who on behalf of the Association and the Declarant, acknowledged the execution of the foregoing Supplementary Declaration XL the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 14 day of February, 2020.



Nancy Battin
Notary Public
Nancy Battin
Printed

County of Residence: Bartholomew

My Commission Expires: June 22, 2026

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

