

5489

SUPPLEMENTARY DECLARATION VII-A

TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster #7, Commonly Known as Lexington Green Cluster)

RECEIVED FOR RECORD
This 3rd day of Dec.
A.D. 1982 at 12:51 o'clock
P.M. and recorded in
Record, 66 Page 323-33
Fee \$ 22.00

Bernice L. Krieg
Bernice L. Krieg
Recorder, Bartholomew Co.

THIS DECLARATION made this 24th day of November, 1982 by Tipton Lakes Company, Inc., an Indiana Corporation (hereinafter referred to as the "Developer") and by the undersigned Owners.

Preamble

WITNESSETH:

WHEREAS, the undersigned Owners are the owners of the land contained in Lexington Green described as the respective numbered Lots, as recorded in Plat Book I, Page 30-31 of the Bartholomew County Recorder's Office which may in whole or in part by said Owners and Developer 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, said Owners and Developer hereby declare that said Lots, as shown in Lexington Green together with such parcels serving as Common Areas, Cluster Common Area(s) and Limited Common Areas, if any, and such additions thereto as may hereafter be made pursuant to Article III hereof, shall be annexed to Tipton Lakes Community Association, Inc. and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens of the aforesaid Declaration and of this Supplementary Declaration hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof.

The aforementioned Lots are subject to the protective covenants as noted on the recorded Lexington Green plat. To the extent inconsistencies exist, this Supplementary Declaration, the Declaration and any future supplementary declarations applicable to said Lots shall prevail over said protective covenants, provided that the standards imposed by said protective covenants shall not be materially lessened.

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.

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Article II

Cluster and Neighborhood Designation

Section 1. Cluster Designation. The aforesaid Lots as shown on the Lexington Green plat are hereby designated as a portion of Cluster #7 of Tipton Lakes Community Association, Inc.

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 aforesaid Lots of Lexington Green are hereby subjected to the Declaration and this Supplementary Declaration.

Section 2. Common Areas. No Common Areas, Cluster Common Areas or Limited Common Areas to be owned by the Association are currently planned for Cluster #7. Other Common Areas may exist in Cluster #7 as defined and provided for in the Governing Documents. The foregoing listing of Common Areas within this Cluster may be changed from time to time in accordance with the Governing Documents.

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

Article IV

Cluster Assessments

Section 1. Purpose of Assessments. The Board of Directors may establish an Annual Cluster Assessment as provided for in the Declaration and impose such upon the 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. None currently specifically planned for
- B. 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 established in the amount of \$90.00 per assessment year per Lot or Living Unit situated within this Cluster, which is effective until the first day of the fiscal year following the establishment of Cluster #7.

Section 4. Change in Maximum. Changes in the maximum allowable Annual Cluster Assessment for this Cluster shall be effected in accordance with Section 5.04(iv) of the Declaration.

Article V

Protective Covenants

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached Single-Family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants quarters, a stable or other animal shelter, and other outbuildings incidental to residential use of the premises. Duplexes, apartment buildings, and similar construction are expressly prohibited.

Section 2. Design.

- A. Materials. For each home no more than three basic exterior materials, in addition to glass, will be used, unless this is specifically waived by the Design Review Committee. Materials shall be subject to the Design Review Committee review.
- B. Color. External color schemes are subject to review and Approval by the Design Review Committee. Use of a wide range of secondary colors for doors, windows, window shutters, architectural trim, or other details is permissible but also subject to Approval.
- C. Buildable Area. Houses shall be sited to minimize the loss of existing trees and to minimize disturbance of the natural grades and other vegetation.
- D. Driveways. All driveways must be paved with asphalt or concrete, unless otherwise Approved by the Design Review Committee. It is preferable to have driveways organized in group patterns to allow longer green areas between them.
- E. Fences. Fences may only be of materials and design Approved by the Design Review Committee. Use of white wooden and split rail fences will be encouraged throughout Lexington Green. Exposed metal fences are generally not acceptable unless otherwise Approved by the Design Review Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless Approved by the Design Review Committee.
- F. Out Buildings. Storage sheds and other buildings or structures, such as gazebos, greenhouses, kennels, stables, swimming pools and their accompanying facilities must be of a design and location Approved by the Design Review Committee. No wholly above-ground pools will be allowed without the Approval of the Design Review Committee.

- G. Dwelling Size. No Lot shall contain a primary residential building having a ground floor area of the main structure, exclusive of basements, one-story open porches, breezeways and garages, less than 1,700 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story.
- H. Building Coverage. Building coverage shall not exceed 20% of the Lot's acreage. Driveways and parking areas are not included in this ratio. All buildings, garages, storage sheds and similar facilities are included.
- I. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Areas without the prior Approval of the Design Review Committee.
- J. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property. Ornamental post lights shall be designed to be in harmony with the lighting fixtures at the street or road corners. Exterior lighting must be Approved by the Design Review Committee.
- K. Mechanical and Electrical Equipment. Objects, such as water towers, storage tanks, stand fans, skylights, cooling towers, communications towers, vents or any other structures or equipment shall be architecturally compatible with the building or screened from public view and must be Approved by the Design Review Committee.
- L. Building Placement. Building placement should take into consideration existing site conditions. Features such as changes in terrain elevation and interesting views should be exploited where they occur, and every effort should be made to preserve existing plant materials.
- M. Building Location. Building setback lines are hereby established as shown on the plat and between said lines and the property lines, there shall be erected no building or permanent structure except a fence and except a stable or animal shelter between the rear setback line and rear property line. No building shall be located nearer than ten (10) feet to an interior lot line or rear lot line.

Section 3. Construction Regulations. Trailers, field offices, etc. shall be parked in Approved locations and removed upon completion of construction. Contractors are permitted to store construction materials on their site, but all materials shall be neatly stacked and any such storing shall be at the contractor's risk.

No tracked vehicle shall be permitted on any paved road. Contractors shall clean up all debris on their construction sites on a regular basis. Loose paper, cardboard, etc. shall be covered or weighted down to prevent its blowing across the site. No trash shall be dumped, burned, or buried, except in Approved areas. All dirt, mud, or debris shall be promptly removed from public and private streets. Upon completion the contractor shall remove any unused materials, equipment, and debris and shall clean all streets and repair all property damaged by him including, but not limited to, restoration of grades, grass, trees, repair to all streets, pathways, curbs, drains, signs, lighting and fencing.

Topsoil shall be separated from subsoil and be stockpiled in a mound and will be replaced where needed after construction is complete. Temporary berms shall be constructed around the topsoil to prevent erosion. The contractor shall establish erosion control measures which will prevent sedimentation of materials off site. A minimal amount of existing vegetation shall be disturbed during excavation and grade. Dikes, benches, berms, checkdams, level spreaders, straw bale barriers or other common erosion control measures shall be used where necessary and appropriate.

Section 4. Trees. Generally, no trees more than 4 inches in caliper and beyond 10 feet of any planned physical improvement shall be removed without the express written Approval of the Design Review Committee. The Design Review Committee may require that these clearing limits be staked with continuous tape and that significant trees be protected by snow fence barriers. The Design Review Committee may require replacement of any excessive loss of trees due to carelessness or accident by an equal number of 3-1/2 to 4 inch trees. These must be of a species recommended by the Design Review Committee.

Section 5. Parking. The parking of junk or disabled vehicles or vehicles which are not properly registered or licensed on the Lots or Common Areas is expressly prohibited unless such vehicles are kept from public view in private garages, if any. The Board may issue additional regulations pertaining to parking.

Section 6. Damage or Destruction of Living Unit. In the event of damage to or destruction of a Living Unit or other improvements situated on a Lot by fire or other means, any repair or replacement of such Living Unit or improvement shall be done in accordance with the original Approved plans and specifications therefor unless otherwise Approved by the Design Review Committee.

Section 7. Temporary Structures. No house trailer or mobile home, either with or without wheels, shall be permitted to remain on any Lot other than for, and during such reasonable period of, construction of the main house, or for bonafide visits by guests of the Occupants of the main house and then only one such vehicle at a time.

After the construction period, such vehicles may not be present on any Lot for more than such reasonable period of time as the Board by resolution may establish. Any use of house trailers and mobile homes must be in accordance with local zoning ordinances. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Recreational vehicles, motor boats, house boats and similar water borne vehicles may be maintained, stored, or kept on any Lot only if housed completely within a permanent structure. No Lot shall at any time be used for the parking of semi-trailer trucks.

Section 8. Garbage and Refuse Disposal. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located in areas concealed from view from outside the Lot. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All Living Units must be equipped with garbage disposals. Trash, leaves and other similar material shall not be burned without the written Approval of the Association, and any such burning shall be in accordance with all local, state or federal laws. The Board may promulgate additional regulations for waste disposal procedures.

Section 9. Maintenance by Owner.

- A. Lot Maintenance. As further provided herein, every Owner shall promptly perform all maintenance and repair within his own Lot, which, if neglected, would affect the value of the Property, or any Lot or Living Unit thereon, and which is the responsibility of the Owner to perform personally. Each Lot shall be maintained neat and clean and free of paper, trash, uncut weeds or unsightly growth or other debris. No Owner or Occupant shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building, and no sign, awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any building without the prior Approval of the Design Review Committee. No permanent clotheslines, equipment, service yards, or storage piles shall be permitted upon any Lot, Living Unit or Common Area without Design Review Committee Approval.
- B. Maintenance of Common Areas and Other Areas. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Owners and Occupants shall endeavor to keep the Common Areas free and clear of rubbish, debris and other unsightly materials. The Owner of each Lot shall be responsible for the maintenance of the unpaved right-of-way adjacent to his Lot.

Section 10. Cul-de-sac Maintenance. The Owners of Lots abutting a cul-de-sac shall be responsible for the maintenance of the landscaped area within the cul-de-sac. The Association retains the right to maintain such landscaped area where the Owners fail to do so and impose a reasonable charge for such services allocated equally to each Lot benefitted.

Section 11. Utilities. All utilities along the internal roads and serving individual Lots shall be placed underground.

Section 12. Sewage Disposal. No residential building shall be erected unless it contains inside flush toilets connected with a septic tank, or other sewage disposal system conforming to the requirements of the Indiana State Board of Health. The absorption field shall contain fifty percent (50%) more area than required by the Indiana State Board of Health and shall be located in the designated areas on the plat. No connection shall be made to any field tile or ditch. Septic system construction plans must be Approved by the Design Review Committee before installation. Approval of such system, as installed, shall be obtained from the local building department authorities. If a frangipan occurs within five feet of the surface, it will be penetrated as part of the disposal system installation. If a public sewer system is subsequently installed within the utility easement area of a Lot, the residential building on that Lot must be connected to said sewer system within two (2) years.

Section 13. Water Supply. No individual primary water supply system shall be permitted on any Lot. Primary water shall be obtained from the Southwest Bartholomew Water Company or its successor company or the City of Columbus.

Section 14. Oil and Mining Operations. No gas, oil, mineral, quarry, or gravel operations shall be engaged in on any Lot except as provided in the Declaration.

Section 15. Agriculture and Animals. Commercial agricultural and livestock operations currently exist within the immediate vicinity of Lexington Green. However, no commercial activity shall take place on any Lot within Lexington Green. Lots may be used for agricultural purposes and for barnyard animals (horses, ponies, cattle,

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goats, sheep, pigs, poultry, etc.) provided that the total number of such barnyard animals and other outdoor pets (dogs, cats, etc.) kept within any Lot shall not exceed the number of full acres contained within that Lot. An Owner shall be fully liable for any damage to the Common Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it deems necessary from time to time. Any pet which, in the judgment of the Board based on a decision of the Covenants Committee following procedures ensuring due process, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) day's written Notice from the Board to the respective Owner.

Section 16. Antennas. Exterior antennas are discouraged, particularly in areas served by Cable TV. All such antennas must be specifically approved by the Design Review Committee. Such Approvals, if given will be limited to antennas not exceeding thirty square feet of grid area and not extending more than ten (10) feet above the highest point of the roof, unless unusual circumstances prevail.

Section 17. Nuisances. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 18. Applicable Laws. All applicable Federal, State and Local codes, regulations, ordinances, and laws shall be complied with.

Section 19. Hazardous Use. Nothing shall be done or kept on or in any Lot or in the Common Areas which will create a hazard, threat thereof, or actual damage to other Lots, Living Units or the Common Areas.

Section 20. Structural Soundness. Nothing shall be done or permitted on any Lot or in any Living Unit which will impair the structural integrity of any building, structurally change any building or impair any easement or hereditament, except as otherwise provided in the Declaration, the Bylaws, or this Supplementary Declaration.

Section 21. Garage Doors. Garage doors on Lots or Living Units shall be maintained closed at all times except when in actual use.

Section 22. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes Approved by the Design Review Committee shall be permitted, except for mail depositories placed by the United States Postal Service.

Section 23. Access Limitations. As provided in the previously recorded covenants, Lots 1 and 4 shall have access only from Trotter Place. Lots 5 and 12 shall have access only from Paddock Lane. Lots 13 and 14 shall have access only from Stirrup Lane. Lots 22 and 23 shall have access only from Harness Lane.

Section 24. 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 25. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Supplementary Declaration, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer is engaged in developing or improving any portion of the Properties, it shall be exempted from the provisions of this Supplementary Declaration affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and the general appearance of the Properties.

Article VI

Easements

Section 1. General. General easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or plats. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of natural drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously and kept free of debris by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Pedestrian Easements. There are hereby created easements for pedestrian rights-of-way, 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. Private Utility Easements. Certain Lots may be subject to private utility easements. These easements are shown on the face of the plat. Said easements are appurtenant to the land and shall pass to such Owner's successors in title. The Owners of Lots subject to a private utility easement shall be responsible for maintaining the water and sewage utility facilities which benefit their Lot. The cost of repair and maintenance of said utility facilities shall be shared in an equitable manner. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land. In the event of any dispute arising from or concerning the repair and maintenance of these private utility facilities, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of all the Arbitrators shall be binding on the Owners of said Lots.

Section 5. Encroachment Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings, fences and walls. A valid easement for said encroachments and for the maintenance for same, so long as such encroachments stand, shall and does exist. In the event any structure or fence is partially or totally destroyed and then rebuilt, the Owners so affected agree that minor encroachments due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 6. Driveway Easements. The Owners of Lots serviced by common driveways, if any, shall share equally in the use, construction, repair and maintenance of their common drives. These Lots shall only have access from their respective common drives. The right of any Owner to contribution from any other Owner under this

Section shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising from or concerning the repair and maintenance of a common driveway, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of all the Arbitrators shall be binding on the Owners of said Lots. Each common driveway shall be a minimum of 18 feet wide and no Owner or his guests may block access to any other Owner sharing the common driveway.

Article VII

Party Walls and Fences

Section 1. General Rules of Law to Apply. Each wall and fence which is built as part of the original construction of the Living Units upon the Lots and placed on the dividing line between the two Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall (or fence) shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire and Other Casualty. If a party wall or fence is destroyed or damaged by fire or other casualty, not covered by any Association insurance policy, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Negligence. Notwithstanding any other provisions of this section, an Owner who by his willful or negligent act causes the party wall or fence to be damaged shall bear the whole cost of remedying such damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or fence, or under a provision of this section, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision shall be by a majority of all the Arbitrators.

Article VIII

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.

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Section 2. Amendment. This Supplementary Declaration may be amended by an instrument signed by the Developer so long as the Developer continues to hold Developer's rights as provided in the Declaration and not less than two-thirds of the remaining Owners of Lots or Living Units in this Cluster. Any amendment must be recorded in the Office of the Recorder of Bartholomew County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written Notice of the proposed agreement is sent to every Owner of a Lot or Living Unit in the Cluster at least thirty (30) days in advance of any action taken and no such agreement shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Area, Cluster Common Area, Limited Common Area, or Lake Property created in the Declaration or this Supplementary Declaration. However, because development and recordation of this Supplementary Declaration preceded final results of marketing and budget analysis and final Approval by the Federal Mortgage Agencies, for a period of two years from the date of Recordation of this Supplementary Declaration the Developer reserves the right to amend the provisions of this Supplementary Declaration including but not limited to modifying the stated maximum Annual Cluster Assessments or other changes in response to changes in requirements of government agencies and financial institutions: Such amendments shall be effected by: (1) giving Notice to the Association and Cluster Owners other than Developer of proposed changes; (2) securing the Approval of appropriate local governmental bodies; and (3) securing 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 provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signatures of the Owners which appear below and of the Developer this 24th day of November, 1982.

TIPTON LAKES COMPANY, INC. an Indiana Corporation,
Developer

By Paul M. Lehner
Paul M. Lehner, Executive Vice President

ATTEST:

William D. Chambers
William D. Chambers, Secretary

OWNERS:

Lexington Green Lot 22

Signed Bill Dees Pamela Dees

Printed Bill Dees Pamela Dees

Lexington Green Lot 10

Signed Thomas G. Aton _____

Printed Thomas G. Aton Mary E. Aton

Lexington Green Lots 2, 9,
16, 17

IRWIN-SWEENEY-MILLER FOUNDATION

By Sarla Kalsi
Sarla Kalsi, Secretary-Treasurer

Lexington Green Lots 4, 23

TIPTON LAKES COMPANY, INC., an Indiana Corporation

By Paul M. Lehner
Paul M. Lehner,
Executive Vice President

ATTEST:

William D. Chambers
William D. Chambers, Secretary

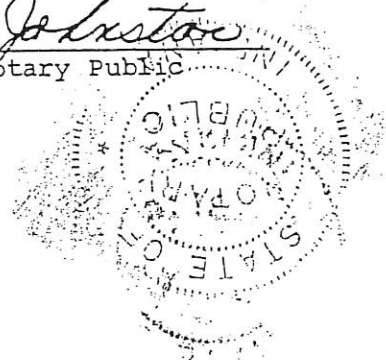
STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Paul M. Lehner, Executive Vice President and William D. Chambers, Secretary of Tipton Lakes Company, Inc., who, for and in behalf of said corporation, acknowledged the execution of the foregoing Supplementary Declaration VII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of November, 1982.

Roselyn A. Johnston
Roselyn A. Johnston, Notary Public

County of Residence: Bartholomew
My Commission Expires: November 17, 1985



STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Sarla Kalsi, Secretary-Treasurer of the Irwin-Sweeney-Miller Foundation, for and in behalf of said Foundation, acknowledged the execution of the foregoing Supplementary Declaration VII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of November, 1982.

Roselyn A. Johnston
Roselyn A. Johnston, Notary Public

County of Residence: Bartholomew
My Commission Expires: November 17, 1985



STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Bill and Pamela Dees and Thomas G. Aton and acknowledged the execution of the foregoing Supplementary Declaration VII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 24th day of November, 1982.

Roselyn A. Johnston
Roselyn A. Johnston, Notary Public

County of Residence: Bartholomew

My Commission Expires: November 17, 1985



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

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90-007350

RECEIVED FOR RECORD
BETTY JEAN BESHEAR
RECORDER, BARTH. CO.
FEE \$10.00

ADDENDUM 1 TO SUPPLEMENTARY DECLARATION VII-A

'90 SEP 7 AM 9 18

TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster #7, Commonly Known as Lexington Green Cluster)

This Addendum 1 to Supplementary Declaration VII-A is made on the date shown below by the undersigned Tipton Lakes Company, Inc. ("Developer") and Johnny A. Johnson and Margaret S. Johnson ("Owners").

Owners own the following described real estate in the Lexington Green subdivision in Bartholomew County, Indiana:


Lot Number One (1) of the Lexington Green Plat, a subdivision of Sections 29 and 32, Township 9 North, Range 5 East, lying in Harrison Township, Bartholomew County, Indiana, as recorded on December 7, 1976, in Plat Book "I", Pages 30-31 in the Office of the Recorder of Bartholomew County, State of Indiana.

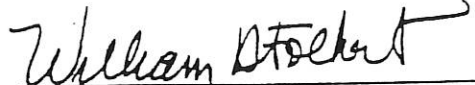
The Owners in conjunction with Developer hereby agree to voluntarily subject the above described Real Estate to the Covenants, Conditions, and Restrictions as set forth in the aforesaid Supplementary Declaration VII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., as recorded in Record 66, Page 323-335 in the Office of the Recorder of Bartholomew County, Indiana.

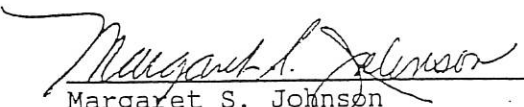
IN WITNESS WHEREOF, the Owners and the Developer have executed this Addendum 1 this 30th day of August, 1990.

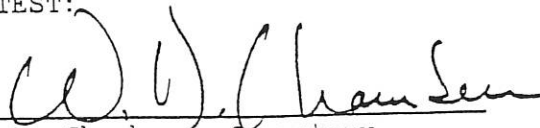
OWNERS

DEVELOPER


Johnny A. Johnson

TIPTON LAKES COMPANY, INC.
By 
William A. Folkert
Vice President

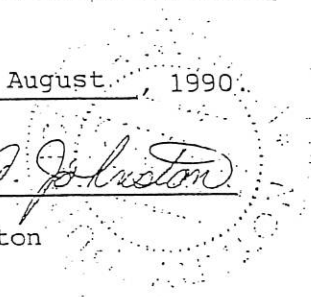

Margaret S. Johnson

ATTEST:

W. D. Chambers, Secretary

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Johnny A. Johnson and Margaret S. Johnson and acknowledged the execution of the foregoing Addendum 1 to Supplementary Declaration VII-A to the Declaration of Covenants, Conditions and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 30th day of August, 1990.


Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

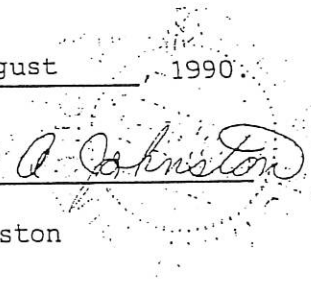
My Commission Expires: December 6, 1993

County of Residence: Bartholomew

STATE OF INDIANA)
) §:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared William A. Folkert, Vice President, and W. D. Chambers, Secretary, of Tipton Lakes Company, Inc., who, for and in behalf of said corporation acknowledged the execution of the foregoing Addendum 1 to Supplementary Declaration VII-A to the Declaration of Covenants, Conditions and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 30th day of August, 1990.


Roselyn A. Johnston
Notary Public
Roselyn A. Johnston

My Commission Expires: December 6, 1993

County of Residence: Bartholomew

This instrument prepared by W. D. Chambers, Attorney-at-Law, 235 Washington Street, Columbus, Indiana 47201.

COPY

1 of 3

DECLARATION TO CHANGE THE MEMBERSHIP OF THE LEXINGTON GREEN
ARCHITECTURAL REVIEW COMMITTEE

In accordance with the authority under Paragraph 3 of the Owners Certificate Restrictions and covenants dated August 24, 1976, Lexington Green shall have an "Architectural Review Committee" composed of three (3) representatives designated by the owners of a majority of the lots, or by a representative designated by a majority of the members of said committee." Paragraph 3 further states "At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties." THEREFORE, a revised "Committee" is hereby elected to supersede the committee as recorded on April 10, 1979 in the Bartholomew County Courthouse. This revised committee - known as the "Lexington Green Architectural/Design Review Committee" (hereinafter referred to as "The Committee") is comprised of three Lexington Green property owners and elected by a majority of the Lexington Green property owners and shall regulate the external design, appearance, development, construction, use, location and maintenance of improvements on each lot for compliance with said covenants. This shall be done in a manner to preserve and enhance property values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Committee members hereby elected are:

Wendel Hauck - Lot # 5 - 7152 Paddock Lane - Columbus, In. 47201
James Brock - Lot #15 - 7044 W. Stirrup Lane - Columbus, In. 47201
Mike Grunden - Lot # 12 - 7123 Paddock Lane - Columbus, In. 47201

Their addresses of record above serves as a contact address for approval application for new construction and/or revisions to an existing dwelling at Lexington Green.

In witness whereof, a majority of the Lexington Green Lot Owners signatures appear as Attachment 1 on this 28th day of April, 1997 to attest and execute this committee.:

9700005255
Filed for Record in
BARTHOLOMEW COUNTY, IN
ROSALYN C NORMAN
On 05-13-1997 At 08:45 am.
DECLARATION 16.00

ATTACHMENT 1

Lexington Green Lot Owners:

Lot Number	Signed:		
1	Printed:	Johnny A. Johnson	Margaret S. Johnson
Lot Number	Signed:		
2	Printed:	Alan Mize	Rayetta Mize
Lot Number	Signed:		
3	Printed:	William Forstrom	Tana Forstrom
Lot Number	Signed:	<i>Lynn H. Wilson</i>	<i>Barbara Wilson</i>
4	Printed:	Lynn H. Wilson	Barbara Wilson
Lot Number	Signed:	<i>Wendel W. Hauck</i>	<i>Dawn P. Hauck</i>
5	Printed:	Wendel W. Hauck	Dawn P. Hauck
Lot Number	Signed:	<i>Brian Maple</i>	<i>Lisa Maple</i>
6	Printed:	Brian Maple	Lisa Maple
Lot Number	Signed:	<i>Evan Fields</i>	<i>Diana Fields</i>
7	Printed:	Evan Fields	Diana Fields
Lot Number	Signed:	<i>Cheryl Wildridge</i>	<i>Paul M. Wildridge</i>
8	Printed:	Cheryl Wildridge	Paul Wildridge
Lot Number	Signed:	<i>Paul Wolff</i>	<i>Carla Wolff</i>
9	Printed:	Paul Wolff	Carla Wolff
Lot Number	Signed:	<i>George Muntean</i>	<i>Eva Muntean</i>
10	Printed:	George Muntean	Eva Muntean
Lot Number	Signed:	<i>John Prewitt</i>	<i>Mary Jane Prewitt</i>
11	Printed:	John Prewitt	Mary Jane Prewitt
Lot Number	Signed:	<i>Michael Grunden</i>	<i>Cristine Grunden</i>
12	Printed:	Michael Grunden	Cristine Grunden
Lot Number	Signed:	<i>Kelley Lasek</i>	<i>Dana Lasek</i>
13	Printed:	Kelley Lasek	Dana Lasek
Lot Number	Signed:		
14	Printed:	Jerome Miller	Patricia Miller
Lot Number	Signed:	<i>James Brock</i>	<i>Kathy Brock</i>
15	Printed:	James Brock	Kathy Brock
Lot Number	Signed:	<i>William S. Altmiller</i>	<i>Jeanne E Altmiller</i>
16	Printed:	William S. Altmiller	Jeanne E Altmiller
Lot Number	Signed:		
17	Printed:	Charles R. Landis, Jr.	Tammy Landis
Lot Number	Signed:		
18	Printed:	James Roe	Brenda Cleland
Lot Number	Signed:		
19	Printed:	Michael A. Hobbs	Christine Hobbs
Lot Number	Signed:	<i>Michael A. Hobbs</i>	<i>Christine Hobbs</i>
20	Printed:	Michael A. Hobbs	Christine Hobbs
Lot Number	Signed:	<i>John Scheffler</i>	<i>Nancy Scheffler</i>
21	Printed:	John Scheffler	Nancy Scheffler
Lot Number	Signed:	<i>Bill Dees</i>	<i>Pamela K. Dees</i>
22	Printed:	Bill Dees	Pamela K. Dees
Lot Number	Signed:	<i>Scott Bridge</i>	<i>Maryann Bridge</i>
23	Printed:	Scott Bridge	Maryann Bridge

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 Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1997.

Lola Jane Hall

Lola Jane Hall, Notary Public

County of Residence: Bartholomew

My commission expires: 8-29-2000

COPY

Supplementary Declaration I
To the Covenants of Lexington Green
A Subdivision of 23 Lots

9700005258
Filed for Record in
BARTHOLOMEW COUNTY, IN
ROSALYN C NORMAN
On 05-13-1997 At 08:50 am.
DECLARATION 18.00

1 of 2

This declaration made this 28th day of April, 1997 by Lexington Green Subdivision undersigned Lot Owners of the land contained in Lexington Green described as the respective numbered Lots, as Recorded in Plat Book I, Page 30-31 of the Bartholomew County Recorder's Office;

NOW THEREFORE, said Owners hereby declare that said Lots, as shown in Lexington Green Plat Book I, Page 30-31, whose Lots number consecutively 1 through 23 will be bound by the covenants of Lexington Green Subdivision as dated August 24, 1976, and recorded in the Bartholomew County Recorder's Office as well as this supplementary Declaration described herein.

WHEREAS the original covenants of Lexington Green, dated August 24, 1976, state the covenants may be altered or changed by an action taken by the majority of the land owners, the undersigned lot owners hereby amend the aforementioned covenants as follows: This action taken is not to materially lessen the original covenants - but to enhance and clarify the aforesaid covenants.

In accordance with the authority under Paragraph 3 of the Owners Certificate Restrictions and covenants dated August 24, 1976, Lexington Green shall have an "Architectural Review Committee" composed of three (3) representatives designated by the owners of a majority of the lots, or by a representative designated by a majority of the members of said committee." Paragraph 3 further states "At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties." THEREFORE, a revised "Committee" known as the "Lexington Green Architectural/Design Review Committee" (hereinafter referred to as "The Committee") comprised of three Lexington Green property owners and elected by a majority of the Lexington Green property owners shall regulate the external design, appearance, development, construction, use, location and maintenance of improvements on each lot for compliance with said covenants. This shall be done in a manner to preserve and enhance property values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Committee may establish sub committees as it deems necessary and advisable. Authority of the Committee includes but is not limited to the following:

- a. No dwelling, building, structure, or improvement of any type shall be constructed, nor shall any modification to an existing improvement be erected without prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee. Such application shall be in the manner and form prescribed from time to time by the Committee.
- b. The Committee may research and propose rules and regulations to further its purposes, which may be adopted by a majority of the Property Owners.
- c. No lot shall contain a primary residential building of such design, type or construction which does not meet the above criteria in the judgment of the Committee.
- d. No lot shall contain a primary residential building which is not constructed/framed and built on the said lot.

- 2 of 2
- e. All homes shall be of a construction type and design, regardless of name or description, which in the view of the Committee fulfills all requirements of the covenants.
- f. The Committee members may be elected by the lot owners at any time as the need arises. The Committee shall have no term limits unless specified; and may be given additional authority from time to time as provided by a majority of the said 23 lot owners.
- g. The Committee and its individual members shall not be liable to the lot owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. Every agreement made by the Committee on behalf of the Lot Owners is done so with provision that the Committee is acting only as agent for the Lot Owners and shall have no personal liability thereunder. The Lot Owners shall indemnify and hold harmless each of the members of the Committee, and any other committee established by the Committee or Lot Owners, against all liability to others arising out of the exercise of their responsibility unless their action shall have been taken in bad faith or contrary to the provisions of applicable law.
- h. In the event that any other entity requires their own design review committee approval for construction or changes to an existing structure on said Lexington Green Lots number 1 through 23, it is hereby declared that the Lexington Green Architectural/Design Review Committee (whose membership and address contact is recorded in Book _____ Page #97-5255 of the Bartholomew County Recorder's Office.) is the final authority for all approvals. An approval granted by any other entity does not constitute an authority to proceed with any construction and/or changes. All changes to any construction plans whether new construction and/or changes to an existing structure must be given final approval by the Lexington Green Architectural/Design Review Committee.

In witness whereof, the Lexington Green Lot Owners signatures appear as Attachment 1 on this 28th day of April, 1997:

ATTACHMENT 1- Supplementary Declaration - Covenants
 Lexington Green Lot Owners: Dated: April 28, 1997

Lot Number	Signed:		
1	Printed:	Johnny A. Johnson	Margaret S. Johnson
Lot Number	Signed:		
2	Printed:	Alan Mize	Rayetta Mize
Lot Number	Signed:		
3	Printed:	William Forstrom	Tana Forstrom
Lot Number	Signed:	<i>Lynn H. Wilson</i>	<i>Barbara Wilson</i>
4	Printed:	Lynn H. Wilson	Barbara Wilson
Lot Number	Signed:	<i>Wendel W. Hauck</i>	<i>Dawn P. Hauck</i>
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Lot Number	Signed:	<i>Brian Maple</i>	
6	Printed:	Brian Maple	Lisa Maple
Lot Number	Signed:	<i>Evan Fields</i>	<i>Diana Fields</i>
7	Printed:	Evan Fields	Diana Fields
Lot Number	Signed:	<i>Cheryl Wildridge</i>	<i>Paul M. Wildridge</i>
8	Printed:	Cheryl Wildridge	Paul Wildridge
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Lot Number	Signed:		
17	Printed:	Charles R. Landis, Jr.	Tammy Landis
Lot Number	Signed:		
18	Printed:	James Roe	Brenda Cleland
Lot Number	Signed:		
19	Printed:	Michael A. Hobbs	Christine Hobbs
Lot Number	Signed:	<i>Michael A. Hobbs</i>	<i>Christine Hobbs</i>
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Lot Number	Signed:	<i>John Scheffler</i>	<i>Nancy Scheffler</i>
21	Printed:	John Scheffler	Nancy Scheffler
Lot Number	Signed:	<i>Bill Dees</i>	<i>Pamela K. Dees</i>
22	Printed:	Bill Dees	Pamela K. Dees
Lot Number	Signed:	<i>Scott Bridge</i>	<i>Maryann Bridge</i>
23	Printed:	Scott Bridge	Maryann Bridge

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 Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 1997.

Lola Jane Hall

Lola Jane Hall, Notary Public

County of Residence: Bartholomew

My commission expires: 8-29-2000