

# 92-9915  
(14 pages)

SUPPLEMENTARY DECLARATION XVIII-A

TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster #18, Commonly Known as Fontana)

THIS DECLARATION made this 31st day of July, 1992, by Tipton Lakes Company, Inc., an Indiana Corporation (hereinafter referred to as the "Developer") and Premier Properties Incorporated, an Indiana Corporation (hereinafter referred to as the "Builder")

Preamble

WITNESSETH:

WHEREAS, Developer was the owner of the land contained in Fontana, at the time said land was platted and recorded in Plat Book P, Page 56-B of the Bartholomew County Recorder's Office and 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; and

WHEREAS, Developer by a Deed dated November 15, 1989, and recorded as Instrument Number 89-009313 and by Deed dated October 21, 1991, and recorded as Instrument Number 91-009635 conveyed to Builder Section One - Phase One of Fontana Subdivision together with such parcels serving as Common Areas, and Cluster Common Areas;

WHEREAS, Builder, the owner of all of the land contained in Fontana which had formerly been a part of a Horizontal Property Regime, has vacated and removed Fontana from the Horizontal Property Regime and has declared the declarations and by-laws pertaining to the Horizontal Property regime for Fontana to be null and void;

NOW THEREFORE, the Developer and Builder hereby declare that Section One - Phase One of Fontana Subdivision together with such parcels serving as Common Areas, and Cluster Common Areas, contained therein 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 is subject to the protective covenants, easements and restrictions as noted on the recorded Fontana plat. To the extent inconsistencies exist, this Supplementary Declaration, the Declaration and any future supplementary declarations applicable to said Section One - Phase One of Fontana shall prevail over said protective covenants, easements and restrictions, provided that the standards imposed by said protective covenants, easements and restrictions 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.

## Article II

### Cluster and Neighborhood Designation

Section 1. Cluster Designation. The aforementioned land in Fontana is hereby designated as a Cluster or portion thereof of Tipton Lakes Community Association, Inc. which is designated as Cluster #18.

Section 2. Neighborhood Service District Designation. The aforesaid Cluster or any portion thereof may be incorporated into a Neighborhood Service District in Accordance with the Declaration, at which time the Neighborhood Service District shall be established and designated by Supplementary Declaration.

## Article III

### Property Subject to this Supplementary Declaration

Section 1. Existing Property. Lots 1A, 1B, 2A, 2R and 3, together with the parcel designated as Block A and serving as Cluster Common Areas are hereby subjected to the Declaration and this Supplementary Declaration.

Section 2. Common Areas. Common Areas to be owned by the Association shall include, but are not limited to, Block A with a maintenance building, the cul-de-sac, brick entry posts and green spaces around these posts, and related improvements. The foregoing description 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 or Builder, 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. Operation, maintenance, repair and replacement of Cluster Common Areas Block A and the cul-de-sac.
- B. Cluster mailbox structures, brick entry posts and entryway landscaping, sprinkler system, and other related landscaping and improvements serving primarily this Cluster, if any, and not otherwise the responsibility of the Association generally, any specific Owner or Owners, or any other entity.
- C. Taxes and insurance allocable to this Cluster for the maintenance building.
- 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 \$520 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. In addition, lots 1A, 1B, 2A and 2R will pay a sprinkler surcharge, established at a maximum annual charge of \$313.

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 or Living Unit shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than five residential Single Family dwellings, private garages suitable for the size, density, and purpose of the cluster, and other outbuildings incidental to residential use of the premises, including, but not limited to, maintenance building and a common dock system extending into the lake.

#### Section 2. Design.

- A. Materials. For each building no more than two 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 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 are also subject to Approval.
- C. Driveways. All driveways must be paved with asphalt or concrete. Any other surface driveway material must be approved by the Design Review Committee. It is preferable to have driveways and parking areas organized in group patterns to allow longer green areas between them. All Living Units must have a minimum of two off-street parking spaces, including garages, if any.
- D. Fences. Fences may only be of materials and design Approved by the Design Review Committee. Exposed metal fences are not acceptable.
- E. Out Buildings. Storage sheds and other buildings or structures, such as gazebos, greenhouses, kennels, swimming pools and their accompanying facilities are not permitted.
- F. 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 2,000 feet.
- G. Building Height. No building may exceed forty (40) feet in height unless specifically approved by the Design Review Committee.
- H. Building Coverage. Building coverage shall not exceed 40% 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, except for professionally made ordinary 2' x 2' "For Sale" signs, without the prior Approval of the Design Review Committee. However, the

Developer is to install street name signs and traffic control signs as necessary for safety and convenience.

- 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 adjacent property. Ornamental post lights shall be designed to be in harmony with the lighting fixtures attached to the Living Units. Exterior lighting must be Approved by the Design Review Committee.
- K. Mechanical and Electrical Equipment. Objects, such as water towers, storage tanks, stand fans, cooling towers, communications towers, or any other structures or equipment except individual unit HVAC equipment shall not be permitted.
- L. 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 as approved by the Design Review Committee.

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 living trees more than 4 inches in caliper and beyond 10 feet of any planned physical improvement and whose base of trunk is within one foot of the new finish grade elevation will be removed without the express written Approval of the Design Review Committee. These clearing limits shall be staked with continuous tape and that significant trees be protected by snow fence barriers. The Association through the Design Review Committee may require replacement of any excessive loss of trees due to carelessness or accident by an equal number of 3-1/2 to 4 inch trees. These must be of a species recommended by the Design Review Committee.

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

Section 6. Damage or Destruction of Living Unit. In the event of damage to or destruction of a Lot, Living Unit or other improvements situated in a Lot by fire or other means, any repair or replacement of such Lot, Living Unit of 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 in the Cluster 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 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 in the Cluster only if housed completely within a permanent structure. No area in the Cluster 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 materials shall be kept in a clean and sanitary condition and shall be located in areas concealed from public view. 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 visible from outside the Lot shall be permitted upon any Lot, Living Unit or Common Area.

- B. Maintenance of Common Areas and Other Areas. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas, if any, or other areas of the Cluster. The Owners and Occupants shall keep all areas of the Cluster free and clear of rubbish, debris, and other unsightly materials. The Owner of each Lot or the Owners in the Cluster as a whole shall be responsible for the maintenance of the unpaved right-of-way adjacent to his Lot, if any.
- C. Shoreline Maintenance. Each Owner of a Lot which abuts a lake or canal or other body of water within Tipton Lakes shall maintain the shoreline and water's edge adjacent to the Lot neat and clean and free of paper, trash, uncut weeds or unsightly growth or other debris.
- D. Street Maintenance. The streets within this Cluster being City streets, the City of Columbus shall be responsible for the maintenance, repair and replacement of these, including the brick road entry surfaces which may, in the future, be paved over by the City as it deems necessary.

Section 10. Utilities. All utilities along the internal roads and serving individual Lots shall be placed underground.

Section 11. Sewage Disposal. No Living Unit shall be erected unless it contains inside flush toilets connected with sewage disposal services provided by the City of Columbus, or other systems approved by the City of Columbus and by the Design Review Committee.

Section 12. Water Supply. No individual primary water supply system shall be permitted on any Lot. Primary water shall be obtained from the City of Columbus. A closed loop, earth coupled heat pump system is acceptable for heating and cooling purposes provided the system design and layout are Approved by the Design Review Committee. Other types of ground water systems must meet all City of Columbus Utility Department regulations and must have specific Design Review Committee approval.

Section 13. Oil and Mining Operations. No gas, oil, mineral, quarry, or gravel operation shall be engaged in on any Lot except as provided in the Declaration.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that dogs, cats, or customary household pets may be kept on a Lot, provided that such pets are not kept, bred or maintained for any commercial purpose, and do not create a nuisance. An Owner shall be fully liable for any damage to the Association or other Owners or Occupants 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 judgement of the Board based on a decision of the Covenants Committee following procedures ensuring due process, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) day's written notice from the Board to the respective Owner.

Section 15. Antennas. Exterior television and radio antennas and antennas for similar uses are expressly prohibited unless Approved by the Design Review Committee.

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

Section 17. Applicable Laws. All applicable Federal, state and local codes, regulations, ordinances, and laws shall be complied with.

Section 18. 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. No Owner or Occupant shall permit anything to be done or kept in the Cluster which would be in violation of any law or ordinance.

Section 19. 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 20. 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 21. Mailboxes and Newspaper Tubes. Mail delivery shall be to the designated mailboxes in the installed mailbox clusters. The mailbox cluster housings are maintained by the Cluster; however, the operational aspects of the individual mailboxes are the individual's responsibility. The Association does not keep extra mailbox keys and is not responsible for locksmith functions. Newspaper tubes are not permitted unless specifically approved by the Design Review Committee.

Section 22. 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 or boat houses 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 lake and specifications for the type, size and location of boat docks and boat houses, if permitted, as further provided herein.

Section 23. Boat Docks and Boat Houses. Those Owners in this Cluster whose Lots directly abut the lakes and canals of Tipton Lakes may be entitled to construct docks and boat houses for the purpose of mooring boats Approved by the Association and similar approved uses. The design and location of such docks and boat houses must be approved by the Design Review Committee. The construction use of such docks and boat houses shall be in accordance with rules and regulations which may be imposed by the Association and may be subject to user fees so imposed.

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 judgement, 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. Shoreline Treatment. The individual Owners in this Cluster are required to properly maintain their lakefront shoreline treatments which were designed and installed to prevent the erosion of the shoreline and help control the growth of aquatic weeds, in accordance with rules on this matter adopted from time to time by the Board. All shoreline treatments are expressly subject to Approval by the Design Review Committee.

Section 27. Damage to Common Areas by Owner. In the event that the need for maintenance or repair of Common Areas is caused through the willful or negligent act of the Owner, Occupant, his family or guests, or invitees, as determined by the Board or Covenants Committee, and not covered or paid for by insurance on such Common Areas, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which the applicable Lot or Living Unit is subject.

Section 28. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Supplementary Declaration, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

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

Section 29. Insurance.

- A. Insurance Responsibilities of Board. The Board of Directors of the Association shall purchase insurance for the facilities contained in the Common Areas, including the maintenance building, brick entry posts and entry signage in accordance with Article III, Section 3.04(ii)(b)(4)(d) of the Declaration.
- B. Insurance Responsibilities of Owners. Each owner shall carry fire and extended coverage insurance for his own Lot and Living Unit in an amount adequate to cover the full replacement cost thereof. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days' written notice to the Association. The Association, pursuant to its rights reserved hereunder, may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners, certain provisions which may be required to be included in all such insurance policies, and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Common Areas and all Living Units and structures are insured and that there will be proceeds

of insurance to repair and restore the same in the event of a casualty loss thereto, or (2) otherwise to assist or to simplify problems of coordinating insurance coverage between the Owners and the Association. In the event it shall be determined that any Living Unit on any Lot within the Properties is not covered by fire and extended coverage in compliance with the rules and regulations of the Association, the Association shall have the right to charge the premium therefor as part of the assessment against any Lot for which the Association has obtained such fire and extended coverage insurance pursuant to this Section. Each Owner shall have the right to purchase additional insurance he deems necessary and he shall be responsible for all insurance on the contents of his Living Unit, his additions and improvements thereto, decorations, furnishings, and personal property therein, and his personal property stored elsewhere on the property. From time to time the Association may require Owners to provide evidence of compliance with this Section.

## Article VI

### Easements

Section 1. General. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat 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 respective Owners, except for those improvements which a public authority or utility company or the Association is responsible.

Section 2. Construction and Drainage Easement. If any portion of an exterior wall or roof of a residence is situated within three feet of any adjoining Lot Line, a valid easement shall and does exist, three feet in width along the adjoining Lot and adjacent to the said Lot line which easement may be used for the purpose of drainage or construction, reconstruction and maintenance of said exterior wall or roof of a residence that is situated within three feet from the nearest point of said easement. The Owner of any Lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

Section 3. 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.

## Article VII

### Party Walls and Fences

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

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

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

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

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

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

## Article VIII

### Attached Living Units:

#### Coordination of Exterior Building Repairs, Maintenance and Design Modifications

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

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

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

## Article IX

### General Provisions

Section 1. Duration. The foregoing Supplementary Declaration is to run with the land and shall be binding on all parties and all persons claiming under it until January 1, 2030, at which time said Declaration shall be automatically extended for successive periods of ten years unless changed in whole or in part by a majority vote of a Quorum of Owners in this Cluster.

Section 2. Amendment. This supplementary Declaration may be amended by an instrument signed by the Developer and Builder so long as they or either of them continues to hold rights as provided in the Declaration and title to not less than two-thirds of the Lots or Living Units in this Cluster or alternatively with the approval of not less than two-thirds of the Owners of such Lots or Living Units. 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 interest relating to the Common Area, Cluster Common Area, Limited Common Area, or Lake Property created in the Declaration or this Supplementary Declaration. However, because development and recordation of this Supplementary Declaration preceded final results of marketing and budget analysis and final Approval of Federal Mortgage Agencies, for a period of two years from the date of recordation of this Supplementary Declaration the Developer 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: (a) 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 judgement or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, witness the signature of Developer and Builder this 31st day of July, 1992.

TIPTON LAKES COMPANY, INC.

By William A. Folkert  
William A. Folkert,  
Vice President

ATTEST

W. D. Chambers  
W. D. Chambers, Secretary

STATE OF INDIANA )  
 ) §:  
COUNTY OF BARTHOLOMEW )

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

Subscribed and sworn to before me this 31st day of July, 1992.

Roselyn A. Johnston  
Notary Public  
Roselyn A. Johnston

County Resident: Bartholomew

My Commission Expires: December 6, 1993

PREMIER PROPERTIES INCORPORATED

By Nolan G. Bingham  
NOLAN G. BINGHAM

ATTEST:

James K. Paris  
JAMES K. PARIS

STATE OF INDIANA                    )  
  ) §:  
COUNTY OF BARTHOLOMEW    )

Before me, a Notary Public in and for said County and State, personally appeared Nolan G. Bingham and James K. Paris, ~~and~~ Treasurer + V. President respectively, of Premier Properties Incorporated, who, for did in behalf of said corporation, acknowledged the execution of the foregoing Supplementary Declaration XVIII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 1992

Mary A. Ryan  
Notary Public  
MARY A. RYAN

County of Residence: Bartholomew

My Commission Expires: Jan. 24, 1994

92-009915

RECEIVED FOR RECORD  
F. MORRIS GANSON  
REC'D BY [unclear] CO.  
FEE \$33.00

'92 JUL 31 PM 4 35

This instrument was prepared by W. D. Chambers, 235 Washington Street, Columbus, Indiana 47201.

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

(Cluster #18, Commonly Known as Fontana)

200000009405  
Filed for Record in  
BARTHOLOMEW COUNTY, IN  
ROSALYN C NORMAN  
On 09-01-2000 At 09:05 am.  
AMENDMENT \$2.00

This Amendment to Supplementary Declaration XVIII-A to the Declaration of Covenants & Restrictions of Tipton Lakes Community Association, Inc. is made this 28<sup>TH</sup> day of AUGUST, 2000, by Tipton Lakes Community Association, Inc. ("Association"), the undersigned Developer, and members of Cluster 18 (Fontana) of Tipton Lakes Community Association, Inc.

This Amendment to Supplementary Declaration XVIII-A is made on the date hereby set forth by the current Developer (as defined therein) of Tipton Lakes (Tipton Lakes Company, Inc.) pursuant to its rights as contained in said Supplementary Declaration and by no less than two-thirds of the remaining owners within Fontana as provided for in Article IX, Section 2 of said Supplementary Declaration.

WITNESSETH

WHEREAS, the Supplementary Declaration XVIII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., was executed on the 31st day of July, 1992, and was recorded on that same day in **Plat Book P, Page 56-B**, in the Office of the Recorder of Bartholomew County; and

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

WHEREAS, said Supplementary Declaration provides in Article IX, Section 2, for amendment of said Supplementary Declaration by the Developer and the Members of Cluster 18; and

WHEREAS, the undersigned Developer, Association and Members of said Cluster 18 desire to amend the Supplementary Declaration in certain particulars, including amendments to show that Lot 3R has been, or will be, replatted into two Lots (Lot 3A and Lot 3B) for the purpose of building one patio home on each of the Lots.

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

1. **Article III, Section 1 shall be amended to read as follows:**

Section 1. Existing Property. Lots 1A, 1R, 2A, 2R, 3A, and 3B, together with the parcel designated as Block A and serving as Cluster Common Areas, are hereby subjected to the Declaration and this Supplementary Declaration.

2. **Article IV, Section 3 shall be amended to read as follows:**

Section 3. Maximum Cluster Assessment. The maximum allowable Annual Cluster Assessment is hereby established in the amount of \$1,030 per assessment year per Lot or Living Unit situated within this Cluster, which shall be effective upon the filing of this First Amendment with the Office of the Bartholomew County Recorder.

3. **Article V, Section 1 shall be amended** by deleting the phrase "five residential Single Family dwellings" and replacing that phrase with "six residential Single Family dwellings". All other provisions of Article V, Section 1 shall remain unchanged and in full force and effect.

4. **Article V, Section 15 shall be amended to read as follows:**

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

5. **Article VIII, Section 1 shall be amended to read as follows:**

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

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All of the other provisions of the Supplementary Declaration XVIII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc., are hereby ratified and affirmed. This first amendment is made effective as of AUGUST 28, 2000, by the Association, the Developer, Tipton Lakes Company, Inc. and the members of Fontana.







John H. Seltzer  
SIGNATURE

JOHN H. SELTZER  
PRINTED

OWNER OF LOT 1A

Richard A. Miller  
SIGNATURE

RICHARD A. MILLER  
PRINTED

OWNER OF LOT 1R

Robert N. Brown  
SIGNATURE

Robert N. Brown  
PRINTED

OWNER OF LOT 2A

Mary C. Jones  
SIGNATURE

MARY C. JONES  
PRINTED

OWNER OF LOT 2R

Allen Gaspin  
SIGNATURE

ALLEN GASPIN  
PRINTED

OWNER OF LOT 3R

Carolyn F. Seltzer  
SIGNATURE

CAROLYN F. SELTZER  
PRINTED

OWNER OF LOT 1A

Susan K. Miller  
SIGNATURE

Susan K. Miller  
PRINTED

OWNER OF LOT 1R

Glenn A. Brown  
SIGNATURE

PRINTED

OWNER OF LOT 2A

N/A  
SIGNATURE

PRINTED

OWNER OF LOT 2R

N/A  
SIGNATURE

PRINTED

OWNER OF LOT 3R

STATE OF INDIANA )  
 ) §:  
COUNTY OF BARTHOLOMEW )

Before me, a Notary Public in and for said County and State, personally appeared the following members of, and owners of Lots within, Cluster 18 of Tipton Lakes Community Association, Inc., who acknowledged the execution of the foregoing Amendment to the Supplementary Declaration XVIII-A to the Declaration of Covenants, Conditions, and Restrictions of Tipton Lakes Community Association, Inc.

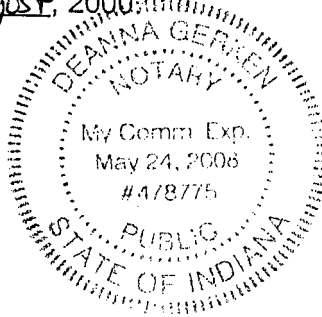
John & Carolyn Seltzer, Richard & Susan Miller,

Robert & Eloise Brown, Mary Jones, Allen Gaskins

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2000.

Dianna Gerken  
Notary Public - Signature

Dianna Gerken  
Printed



County of Residence: Bartholomew

My Commission Expires: May 24, 2008

FILED

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