

# **TIPTON LAKES COMMUNITY ASSOCIATION RULES AND REGULATIONS**

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## Section 1. Use of East, North and West Lakes, Lake Property, & General Common Areas

Authority: Declaration Article III, Section 3.04 (ii)(a)(1)

### A. Purpose

In order to ensure the safe and orderly use of certain portions of the East, North and West Lake Properties and Common Areas by the Members, these regulations establish restrictions and guidelines for those same areas. These regulations may be extended, amended, or replaced at any time by the Board and they will remain in full force and effect until amended or terminated by the Board.

### B. Lake and Marina Operations

1. The Marina Area will be available for use as described on the following pages, as posted at the Marina office and publicized in *Tipton Life*, *the Marina Guide*, and *the Association's website*.
2. All members have unrestricted hours of access to the lakes.
3. Members accessing the Lake Shore Common Areas are restricted as defined in Section G Fishing.
4. Members enjoying unrestricted hours of access to the lake will conduct themselves in a manner that is not disruptive to other members.
5. The Marina is staffed at specified times as published in the Marina Guide.
6. Hourly rental facilities at the Marina are available as published in the Marina Guide. This includes Gathering Room-Lower Level, Overlook Picnic Area, Lakeside Beach and Picnic Area, Pontoon Boats, Canoes, Jon Boats and Kayaks. Members renting these facilities must adhere to the hours of operation.
7. The swimming area is closed 10 PM to 6 AM each day.

### C. Identification Requirements

#### 1. Members

- a. When on or using the lake and/or Marina facilities, Members should carry a valid Driver's License or picture ID.
- b. When a Member-family is together, only one Member of that family need carry a valid Driver's License or picture ID.

#### 2. Guests

Member Guests using the lake and/or Marina facilities should be accompanied by their Member hosts. Unaccompanied family members are permitted in member's properly registered boat.

D. Boat Registration/Identification

1. Registration

- a. Each row boat, canoe, sailboat, paddle boat, pontoon boat, kayak, etc. kept on, located on or in use on the Lakes, Common Areas or Lake Property must be properly registered annually by the appropriate Member at the Association Office.
- b. Registration information will include at a minimum:
  - Member name and number
  - Lot or Living Unit identification
  - Make, type and length of boat
  - Boat serial number or state registration number
  - Sticker number issued
  - Proof or evidence of ownership
  - Photo of boat
- c. Members registering boats are required to sign an agreement to operate their boats within the TLCA Rules and Regulations.

2. Identification

- a. The Association will issue for each properly registered boat an annual identification permit. The Board of Directors sets cost for such permit annually.
- b. Each sticker will be placed on the stern (back) of the boat, starboard side (the right side if you are facing forward) in a clearly visible location above the water line.
- c. Lost or stolen stickers should be reported to the Association and may be replaced at the then current cost.

E. Boat Docks

Boat docks constructed by Members from their own lakefront lots must be approved by the Design Review Committee. Specified Dock Rules and Regulations and/or Guidelines are available upon request.

F. Boating

1. Only electric motors are permitted. Use of gasoline or diesel engines are prohibited except Association or the Association's vendor service boats. If a gasoline or diesel motor is secured on a member's boat, it must not be operating.
2. Boats may not exceed a maximum 18 feet. Although no height restriction is imposed, Members are advised that the maximum height passable under the Barrel Arch Bridge over the East Canal is 21 feet.
3. Boats may not exceed 10 mph.
4. Any boats left in the lakes or on the Lake Property or Common Areas are left there at the owner's risk. They must be properly moored or beached in an area specified for it.
5. Boats may be operated on all 3 lakes and 2 canals provided that private property rights and posted areas are respected.

6. The entire Marina Area is considered a slow zone (no wake). The narrow areas and areas around the following designated islands are considered slow zones. West Lake (off shore of Westlake Cove), East Lake (near Eastlake Woods Apartments), North Lake (off shore of Pintail Landing) and North Lake (between the Cape and Northlake Woods). Within 50 feet of the shore line for all three lakes is considered a slow zone (no wake). The two canals are considered a slow zone (no wake).
7. Boats may be launched only from one's own lakefront lot or from the launch ramp located at the Marina.
8. Boats and wind surfing boards are not allowed in the designated beach/swim area.
9. Boats must yield the right of way to swimmers. Motored boats must yield the right of way to non-motored boats.
10. Tipton Lakes Community Association (TLCA) rents to Association Members various watercraft as described in the Marina Guide.
11. TLCA Board establishes fees and operating procedures that are published in the Marina Guide.
  - a. Users will be required to have life preservers (provided by the Marina) with them at all times.
  - b. Rental reservations may be made by telephone, in person or online at [www.tiptonlakes.com](http://www.tiptonlakes.com).
  - c. Prior to departure, Marina staff will instruct boat renters in boat safety and etiquette.
  - d. Basic boating safety rules and lake speed restrictions will be clearly posted in rental pontoon boat.
  - e. Members who rent boats will be required to show a valid Driver's License and sign an agreement to operate the boat in accordance with the safety guidelines and the TLCA Rules and Regulations.
  - f. Written parental permission is required for all children under the age of 16 in order to rent an Association boat. Children age 12-15 are permitted to rent only non-motorized boats. Children age 16 and over with a valid driver's license are permitted to rent the motorized boats.
  - g. TIPTON LAKES COMMUNITY ASSOCIATION DENIES ANY AND ALL LIABILITY WITH RESPECT TO OPERATION OF THESE BOATS.

G. Fishing

1. Purpose

The lake system at Tipton Lakes has been professionally stocked with bass, bluegill, and channel catfish. These regulations are intended to maintain a healthy, desirable fish population and a recreational opportunity for Tipton Lakes residents.

2. Your Driver's License or picture ID serve as Your Permit

Since Tipton Lakes is private, State of Indiana fishing licenses are not required. The lakes, however, are open only to Tipton Lakes Community Association Members, and their bona-fide guests. Fishing will be allowed as further provided herein.

- a. Four guests may accompany each Member while fishing. Groups larger than four guests should have permission from the Association Office.
- b. All members should carry their valid Driver's License or picture ID. Association personnel will patrol the lakes periodically for compliance. Lake privileges may be revoked if Members do not comply with the Rules.

3. Fish Size and Daily Limits

- a. Fish size and daily catch limit regulations will be reviewed annually and published in the annual Marina Guide.

4. Fishing Rules

- a. Minnows of the following fish species may not be used as bait: bullhead, carp, buffalo, and sucker. These are considered "undesirable" fish so every effort is being made to keep them out of the lakes. Goldfish should not be placed in the lakes.
- b. Float (jug) fishing, limb or drop lines, and trotlines are not permitted.
- c. Unless specifically permitted herein, any fishing activity prohibited in the current State of Indiana Fishing Regulations is hereby prohibited at Tipton Lakes.
- d. Lake front property owners and their guests only may fish from their private property including their shoreline, boats and docks at any time.
- e. All members and their guests are permitted to fish any time from boats and lake front common areas including the dams except as restricted by no fishing signs.
- f. Bright lights are not permitted for night time fishing.

H. Swimming

1. SWIMMING AND DIVING ARE STRICTLY AT YOUR OWN RISK. Swimmers should be aware that canals are shallow and therefore diving and jumping from bridges is strictly prohibited.
2. While at the Marina beach area, children under the age of 12 years must be accompanied by a person at least 16 years of age unless a written parental permission slip is on file at the Association Office. Groups larger than 10 individuals should make a reservation in advance.
3. Large inflatable aquatic equipment such as water trampolines, temporary swimming platforms and slides are not permitted on docks or in the lakes. Personal inflatable swim floats are allowed and must be removed from the lakes and shoreline and stored each night.
4. Due to boat traffic, open water or competitive swimmers are strongly encouraged to wear bright colored swim caps and swim with a partner for safety purposes.
5. Swimmers entering open water at the Marina may enter from the designated swimming area provided they enter the open water on the north end of the swimming area. Swimming beyond the designated Marina swimming area into the in/out marina boating channel is strongly discouraged.

I. Marina Party Reservations

1. Members interested in reserving space at the Marina for a party should contact the Association office. Rental fees are reviewed annually and published in the Marina Guide.
2. A reservation for a party does not include exclusive use of the area; the Marina is always open to all members during normal operating hours. By making reservations ahead of time the staff can reserve picnic tables and grills to adequately accommodate member parties, and help coordinate any special needs.
3. Members are encouraged to reserve space at the Marina as much in advance as possible.
4. Members renting the Gathering Room-Lower Level, Overlook Picnic Area, Beach and Picnic Area are fully responsible for cleaning up their mess before leaving the area. The Board may impose a deposit or charge especially if Marina Personnel are required to clean up the area. Members must be present during the rental period.

J. Association Office/Marina Parking

1. The parking area at the office/marina is intended for use only while the member is using the facility. Overnight parking or storage of trailers is prohibited in the parking lot or the city streets near the area.
2. Parking adjacent to the boat launch ramp is permitted while launching a boat or if a member is properly licensed to use the accessible parking area.

K. Use of Lake Water

No owner of any Lot or Living Unit or other Member or guest may use the lake water for watering lawns, bathing or feeding pets, or any other such use. This is to maintain lake levels and to prevent harm or damage to pets or landscape materials due to aquatic weed control chemicals.

L. Aquatic Weed Control

TLCA has chemical aquatic weed control services performed in the lakes and ponds. Chemical applications are dependent on good weather. Buoys are placed in the lakes to signify the chemical applications. One early season application recommends a 1-week suspension of body contact with treated water and suspension of drinking the lake water. Subsequent monthly applications recommend a 24-hour suspension. When possible, chemical application dates will be posted in advance at the Marina and in *Tipton Life*. See the Marina Guide (published annually) for planned application dates.

M. ALL ICE SKATING, ICE FISHING, SLEDDING AND OTHER RECREATIONAL SPORTS AT TIPTON LAKES ARE STRICTLY AT YOUR OWN RISK. THE ASSOCIATION DENIES ANY AND ALL LIABILITY.

DUE TO THE INHERENT RISKS INVOLVED ALL ACTIVITIES ON THE ICE ARE DISCOURAGED. FOR ALL MEMBERS' SAFETY, ICE FISHING MUST BE MARKED AFTER USE. ICE FISHING IS NOT PERMITTED IN THE MARINA AREA.

N. Enforcement

1. Everyone is asked to cooperate with Association personnel or other members in their efforts to enforce these regulations.
2. Those who violate these Rules and Regulations may be fined or have their privileges reduced or revoked.

## **Section 2. Annual Assessment Billing and Collection Procedures**

Authority: Declaration Article III Sections 3.04 (ii)(a)(2) and (ii)(b)(4)(c)  
Declaration Article V

### **A. Purpose**

These procedures are applicable to the billing and collection of all assessments.

### **B. Automatic Withdrawal Program**

1. The Board will set up a program with a local financial institution designed to perform automatic withdrawals from Owner Members' checking accounts for assessment collection purposes.
2. Unanimity. The Board will offer enrollment to all applicable Owner Members in the program. For those who are not enrolled in the program, the billing and collection procedures outlined below will apply.
3. Withdrawals. Withdrawals will be done quarterly on or about the first day of the quarter.
4. Enrollment. Eligible Owner Members can enroll by executing the appropriate forms and supplying the required information. (Form available at the Association Office.) It is the Member's obligation to timely inform the Association of any changes in that information.
5. Overdrafts. In the event an automatic payment does not go through due to insufficient funds in an account, the Association will follow the collections procedures outlined below. The Member will be responsible for any service charges and costs of collection.

### **C. Annual Assessment Billings**

1. Quarterly. Annual Assessments will be billed quarterly.
2. Full Annual Payment. At the time the first payment of the year is due the Member will have the option to pay the full year's amount due in advance.
3. Address. Invoices will be mailed to the appropriate Members at their address as shown in the Association's records.
4. Timing of Invoices. Invoices will be issued approximately two weeks prior to the quarter to which the assessment is applicable.
5. Payment Due Dates. Payments are due on or before the first day of the first month of each quarter in advance. (Jan 1, April 1, July 1, Oct. 1)

### **D. Annual Assessment Collections**

1. Payment Due Dates. Assessments are due and payable in advance for each fiscal year quarterly, with the due dates being the 1st day of January, April, July and October. Collections shall be handled by the Association's property management personnel.



2. Timely Payment. To be deemed timely, payments must be received (not just postmarked) by the due date at the Association office.
3. Late Charge. Any payment or installment not received within 30 days after the applicable due date shall result in a one-time late charge of 10% of amount owed, being added to the delinquent owner's account for which the owner is responsible, which shall be deemed a part of the indebtedness to the Association.
4. Overdue Notice. An "Overdue Notice" shall be mailed to owners with a delinquent balance on or shortly after such 30 days which shall include the late charge, giving the owner 15 days to pay the delinquent assessment and the late charge.
5. Final Notice. A "Final Notice" shall be mailed by first class certified mail on or shortly after 10 days of the due date of the Overdue Notice. At this time a \$20.00 processing fee (preparation of file and certified mail cost) will be added to the delinquent owner's account for which the owner is responsible, which shall be deemed a part of the indebtedness to the Association. This Final Notice shall advise the owner that unless payment in full is received within 10 days of such notice, the matter may be referred to the Association's attorney at which time the owner will be responsible for all attorney's fees, expenses, and court costs. All of the Association's collection costs and expenses incurred will be added to the account and shall be deemed to be a part of the indebtedness owed to the Association.
6. Legal Action. If an owner is still delinquent 10 days after the date of the Final Notice, the matter shall be turned over to the Association's attorney with instructions to pursue the collection thereof in the manner recommended by the Association's attorney. Thereafter, all communications by the delinquent owner must be directed to the attorney. At this time the delinquent Member's rights to vote on Association matters, enjoy Association services, and to use and enjoy the common Areas, cluster Common Areas, and related facilities is automatically suspended until full payment is made.
7. Partial Payment. Any payments received at any time for less than the full amount then due shall not be accepted as full payment.
8. Failure to Receive Invoice. The failure of any Member to receive billings for regular Annual Assessments will not relieve that Member of the responsibility to make timely payments of same.
9. NSF Charge. Any fee or cost incurred by the Association due to a non-sufficient fund check or automatic withdraw will be invoiced to the member and due immediately.
10. Applied Payments. Payments received will be applied in the following order: (1) attorney's fees, court costs and expenses incurred by the Association, (2) collection costs of the Association's property management company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.

- E. Rules and Regulations. The Board may promulgate additional rules and regulations to add to or modify these regulations in order to properly administer the Annual Assessment billing and collection procedures.

### **Section 3. Design Review Procedures**

Authority: Declaration Article III, Section 3.05  
Bylaws Article VII, Section 4

#### **A. Purpose**

Facilitated by the Design Review Committee these procedures and regulations are to assist in the process of design review for consistency and Tipton Lakes' concept of quality.

#### **B. Determining When Application Is Necessary**

1. A Design Review Application is required to be submitted by the appropriate Owner or other party to the Design Review Committee (DRC) when such party contemplates, and prior to the start of, a project which will in anyway permanently change the exterior appearance of any Lot, Living Unit or Common Area.
2. In determining whether a new construction or modification project requires application to the DRC, please consult the following criteria:
  - a. An application is required at all times for new construction.
  - b. In some instances (i.e. playground equipment), if criteria is met as outlined in the Design Review Guidelines (which are available at the Association Office), an application to the DRC is not required. When an application is not necessary, the Guidelines will specifically state this.
  - c. All repairs and replacements of exterior items not strictly duplicating the original construction require an application to the DRC.
  - d. The Design Review Guidelines and Supplementary Declarations should be consulted for non-construction items such as firewood storage, real estate signs, exterior maintenance, trash removal, erosion control, fertilization, pesticide, herbicides and car washing.
3. The Columbus Department of Building and Zoning will not issue a building permit, where such is required, until the proposed project has received Design Review approval.

- #### **C. Jurisdiction**
- In as much as Section 3.05(i)a of the Declaration specifies that the Design Review Committee shall regulate the external design, appearance, development, construction, use, location and maintenance of the Common Areas, property and lake property and improvements thereon subject to the Declaration in such a manner as to preserve and enhance property values and to maintain a harmonious relationship among structures, natural vegetation and topography. Generally, no dwelling, building, structure or improvement of any type or kind shall be constructed or placed on any Common Area, property or lake property without the prior approval of the Committee.

D. Application Process

1. New Construction

a. The following is to accompany a proposal for new construction:

- (1) Application filled out in its entirety.
- (2) Complete plans/drawings.
- (3) Certified site plan.
- (4) Samples of material for roof shingles, siding, brick, and exterior paint colors where applicable.
- (5) Expected start and completion dates.
- (6) Application fee of \$250 made payable to Tipton Lakes Community Association.

b. Applications will be reviewed by the Design Review Committee on a timely basis. Applicants will be informed in writing of the decision to "Approve", "Approve as Amended", or "Reject".

2. Modifications

a. The Design Review Committee meets the second week of each month to review applications for modifications to existing property.

- (1) The deadline for submitting an Application for Modification (see Appendix A) or missing parts to an earlier pending application, is the first Monday of each month. In general, a submission received on or before the first Monday of a month that can be acknowledged prior to the second Monday of the same month as being a complete application, or otherwise completing an earlier pending application, will be docketed for consideration on that same month.
- (2) In general, applications associated with submissions received after the first Monday of a month will not be eligible for consideration that same month and will instead be deferred for consideration at the next month's regularly scheduled meeting.
- (3) Applications may also be found ineligible for consideration in the case that a pending violation, concerning a subject property for which written notice was previously made, is not being addressed to the satisfaction of the Design Review Committee on or before the first Monday deadline.
- (4) All submissions will be acknowledged within five (5) business days of receipt.

(5) The forty-five day period, during which the Design Review Committee shall review and approve, modify, or disapprove all written applications of Owners and the Association for improvements or additions to lots in accordance with Bylaws Article VII, Section 4, Paragraph e, (1) shall begin with the acknowledging receipt of a complete Application for Modification provided that any pending violations, for which written notice was previously made, are being addressed to the satisfaction of the Design Review Committee.

(6) Applications for Modifications that remain pending or incomplete for more than sixty (60) days will be considered abandoned.

b. The following documentation is to comprise a complete Application for Modification:

(1) Application for Modification form (available at the Association office and [www.tiptonlakes.com/Design Review](http://www.tiptonlakes.com/Design%20Review)) filled out in its entirety.

(2) Additional documentation in any or all of the following documentation categories as directed by Table 1 of the Application for Modification form: Application for Fences and Screens, Site Plan, Structure Plan, Landscape Plan, Appearance Plan, and Photographs, Examples, helps, and Frequently Asked Questions (FAQs) are available at the Office and the Association internet website [www.tiptonlakes.com/Design Review](http://www.tiptonlakes.com/Design%20Review).

(3) \$250 application fee for all modifications that require a building permit and that change the exterior footprint and/or elevation of the home.

c. Where there is any question as to whether Cluster standards are met, the Design Review application will be submitted to the appropriate Cluster Committee for review and recommendations.

d. Applicant will be informed in writing of the decision to "Approve", "Approve as Amended", or "Not Approved".

3. If proposals are not approved, the reason(s) for disapproval will be stated as part of the written decision.

4. The applicant is free to request reconsideration if new or additional information which may clarify the request or demonstrate its acceptability can be provided.

#### E. Design Standards and Guidelines

1. In its Approval process, the DRC will consult applicable provisions of the Governing Documents pertaining to design considerations including, but not limited to, the Declaration, applicable Supplementary Declaration, Rules and Regulations, and the Design Review Guidelines. In appropriate cases the DRC may approve variances from specific design criteria provided that overall Tipton Lakes design objectives are met.

2. The Board has adopted Design Review Guidelines proposed by the DRC to assist Owners in the planning of new construction or improvement modifications and to assist the DRC in its Approval process. Guidelines are available at the Association office.
3. In addition to the above standards, the DRC will review the Design Review Application on the basis of the following general guidelines:
  - a. Relation to overall Tipton Lakes concept of quality and natural environment.
  - b. Design compatibility. The proposed improvements must be compatible with the architectural characteristics of the applicant's living unit, adjoining living units and the neighborhood setting.
  - c. Location and impact on neighbors. Primary concerns are access, view, sunlight, ventilation and drainage.
  - d. Scale. The size should relate well to adjacent structures.
  - e. Color. Color may be used to soften or intensify visual impact. Parts of additions that are similar should match.
  - f. Materials. Continuity is established by use of the same or compatible materials as were used in the original living unit.
  - g. Workmanship. The quality of work should be equal or better than that of the surrounding area.
  - h. Timing. Applications may be disapproved if the completion date is considered unreasonable.

F. Appeals by the Applicant

1. An applicant may appeal a decision of the Design Review Committee provided that all subordinate avenues of resolution have been pursued, and further provided that all parties involved comply with the decision of the DRC until such time, if any, as the Board amends or reverses the DRC decision.
  - a. Appeals petitions must be submitted to the Association office in substantially the following form:  
 "(I) (we), \_\_\_\_\_, hereby petition the Board to hear an appeal of our DRC Case. (I) (we) further understand that within the Association a decision of the Board on this issue is final.

Signed \_\_\_\_\_  
Date \_\_\_\_\_

- b. Appeals petitions by the applicant must be submitted within two (2) weeks of the DRC's decision. The Petitioner will be given ten days' notice of the Hearing Date at

which the Petition will be considered if the Petitioner wishes to be heard. The Board will have thirty days from the date of submission in which to render its decision.

- c. A two-thirds vote of quorum of Board members, at a meeting held to decide the matter, is required to amend or overturn the DRC's decision.
- d. Any individual appeal applicant must exhaust available remedies with the Association such as mediation, partnering or other remedies before resorting to a court of law for relief.

G. Procedure for Monitoring Design Compliance

- 1. The DRC or Association staff will periodically survey the properties for compliance with architectural standards.
- 2. All reports of alleged design violations must be submitted in writing to the DRC (6000 Tipton Lakes Blvd., Columbus, Indiana 47201).
- 3. The Association office staff will investigate alleged violations. If a violation is found, appropriate correspondence will be initiated by the Association office asking for compliance or an application to the DRC for review. See Appendix B.
- 4. Established design violations will be corrected at the expense of the party in violation.
- 5. An Owner or other appropriate party who commences new construction or a modification without the prior proper submission of an application or who fails to construct the improvements in accordance with an approved application does so at his/her own risk.

## Section 4. Leasing Procedures

Authority: Declaration Article VI, Section 6.03

### A. Purpose

In order to properly track and monitor those single family Lots and Living Units, not multi-family i.e., Eastlake Woods LLC, being leased to non-Owner occupants, these regulations establish a process the Owners must follow when attempting to lease or renew a lease for a single family Lot or Living Unit. These regulations may be extended, amended, or replaced at any time by the Board, and they will remain in full force and effect until amended or terminated by the Board.

### B. Declaration Provisions Regarding Leasing

1. Article VI, Section 6.03(i) requires that each lease of a Lot or Living Unit involve documentation as to the leasing of the premises that refers to and binds the parties to the Declaration and the other Governing Documents, included these Rules and Regulations.
2. Article VI, Section 6.03(ii) requires that an Owner of a Lot or Living Unit notify the Board of Directors of any lease of the Lot or Living Unit.
3. Article VI, Section 6.03(iii) allows the Board of Directors to require that all rental or lease arrangement be subject to a written lease reviewed and kept on file by the Board. Moreover, the lease shall provide that it is subject to all Tipton Lakes Governing Documents and that it is in default if the terms of the Governing Documents are violated. Each Owner who leases his Lot or Living Unit is responsible for ensuring compliance with the Governing Documents.

### C. Lease Approval Process and Requirements

1. Prior to leasing or renewing a lease for a Lot or Living Unit, the Owner of the Lot or Living Unit shall provide the following to the Board of Directors:
  - (a) a copy of the proposed lease or lease renewal, with rental amounts omitted or redacted.
  - (b) the name(s) of the lessee(s)/tenant(s)
  - (c) the term of the lease or lease renewal.
2. The Board of Directors shall review each lease or lease renewal to ensure compliance with the Declaration and the Governing Documents. Every effort will be made to respond in a timely manner.

### D. General Lease Conditions

1. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors.
2. No portion of any Lot or Living Unit other than the entire Lot or Living Unit shall be leased for any period. (For example: Individual bedrooms or rooms can not be leased separately.) Exceptions may be made for extenuating circumstances with prior written approval of the Board of Directors.



3. No subleasing shall be permitted.
4. All leases and lease renewals shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a Member of the Association;
5. All leases shall provide for direct action by the Association against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.
6. The Owner shall supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
7. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot or Living Unit. Notice may be given even if during the term of a lease. At the end of current lease term the Owner would not be eligible to re-lease the Lot or Living Unit until all delinquent assessments and charges are current.
8. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

**APPENDIX A**

**Design Review Committee – Application for Modification**

**When is a Design Review Application Required?** – A home Owner or other appropriate party must submit a Design Review Application to the Design Review Committee (DRC) when contemplating, and prior to the start of, a project that will in anyway permanently change the exterior appearance of any Lot, Living Unit, or Common Area. Applicable projects include, but are not limited to, all new construction, all exterior repairs and replacements not strictly duplicating original construction, and other projects as specified in Design and Maintenance Guidelines. Columbus Building and Zoning Department will not issue a building permit, where such is required, until the proposed project has received Design Review approval. (Tipton Lakes Community Association (TLCA) Rules and Regulations, Section 3B) Please contact the TLCA Office if you are in doubt as to whether or not a Design Review Application is required for your project.

**How do I get started?** – Complete this Design Review Application, attach supporting documentation as instructed in Table 1 on the reverse side, and return all materials to: Design Review Committee, Tipton Lakes Community Association (TLCA), 6000 Tipton Lakes Blvd., Columbus IN, 47201, (812) 342-8522, [info@tiptonlakes.com](mailto:info@tiptonlakes.com), [www.tiptonlakes.com](http://www.tiptonlakes.com). Do not hesitate to seek assistance on any aspect of planning your project or completing this application from the Association staff. Your application will be reviewed for completeness and acknowledged within five (5) business days with notice to supply missing parts and/or resolve pending violations as may be appropriate. All complete applications received by the first of the month will be reviewed at that month's DRC meeting.

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_ (Email): \_\_\_\_\_

Cluster: \_\_\_\_\_ Lot: \_\_\_\_\_

Project Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Permit Required:  Yes /  No., Expected Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

By my (our) signature(s) below, I (we) fully understand, pursuant to Tipton Lakes Community Association (TLCA) Governing Documents applicable to all Owners, that:

1. No dwelling, building, structure or improvement of any type or kind shall be constructed or placed on any common areas, Property, or Lake Property without the prior Approval of the Tipton Lakes Design Review Committee (DRC) and that such approval shall be obtained only after written application has been made to the DRC by the appropriate Owner and that such written application shall be in the manner and form prescribed from time to time by the Committee. (Declaration, 3.050)(a))
2. The DRC is empowered to regulate the external design, appearance, and location of the properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. (Bylaws Section 4(e))
3. A Design Review Application is required to be submitted by the appropriate Owner or other party to the DRC when such party contemplates, and prior to the start of, a project which will in anyway permanently change the exterior appearance of any Lot, Living Unit, or Common Area. (Rules and Regulations, Section 3(A)(1))
4. I (we) have not yet received, nor expect to receive, expressed or implied approval, or promise of future approval, in part or in whole, pending DRC review of this Design Review Application.
5. Any action on my (our) part(s) to make or cause permanent changes to the exterior appearance of any Lot, Living Unit, or Common Area as described in this request, or otherwise, prior to receiving DRC approval, will constitute a violation of Declaration, subject to the enforcement procedures, including the seeking of an injunction and reimbursement of all incurred costs including attorney fees.
6. The DRC shall not be responsible for any defects in plans, specifications, and other materials, nor for any defects in work done according thereto. Further, the DRC makes no representation or warranty as to the suitability or advisability of designs, engineering, methods of construction, materials, or compliance with local and state building codes. (Declaration, Article III, Sec. 3.05, Par. (v))

Applicant Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Table 1. Supporting Documentation\*

Productive processing of Applications for Modification relies on having clear, complete, and concise descriptions of proposed projects. Please identify one or more project types in the columns to the right that most closely correspond to your proposed project. Prepare and attach required documentation  and other documentation  that may be needed to adequately describe the project indicated in the columns below each project type.

	Tree(s)	Landscaping	Decks & Docks	Fences	Porches & Patios	Doors & Windows	Paint	Retaining Walls	Pools	Roofing	Room Addition	Out Buildings	Satellite Dish
<input type="checkbox"/> Application for Modification <input type="checkbox"/> Application for Fences and Screens <input type="checkbox"/> Application fee (\$250) for modifications requiring a building permit and changes the exterior footprint and/or elevation of the home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Site Plan <input type="checkbox"/> Full Lot View <input type="checkbox"/> Structure Location(s) (new & existing) <input type="checkbox"/> Detail Enlargement(s) (as appropriate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Structure Plan <input type="checkbox"/> Scaled and Dimensioned Plan View <input type="checkbox"/> Scaled and Dimensioned Elevation View(s) <input type="checkbox"/> Scaled and Dimensioned Detail View(s) <input type="checkbox"/> Materials & Accessories <input type="checkbox"/> Manufacturer, Type, and Model			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Landscape Plan <input type="checkbox"/> Plant Beds <input type="checkbox"/> Scaled Plan View(s) <input type="checkbox"/> Bedding Manufacturer, Type, Color <input type="checkbox"/> Edging Manufacturer, Type, Color <input type="checkbox"/> Tree(s), Shrub(s), Plant(s) <input type="checkbox"/> Locations, Varieties, Sizes <input type="checkbox"/> Drainage Survey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Appearance Plan <input type="checkbox"/> Manufacturer, Type, Model, Color, Material Samples			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input type="radio"/>
<input type="checkbox"/> Photographs <input type="checkbox"/> Wide View(s) of Project and Surroundings <input type="checkbox"/> Close-Up View(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\*Examples, related helps, and FAQs are available at [www.tiptonlakes.com/members/design.html](http://www.tiptonlakes.com/members/design.html).

**Section 2 (to be completed by TLCA staff)**

Application received: \_\_\_\_\_ Checked: \_\_\_\_\_ Acknowledged: \_\_\_\_\_

Application type:  Modification /  Violation. Notice of Violation sent (date): \_\_\_\_\_

If applicable, \$250 Application fee received: \_\_\_\_\_

Application docketed: \_\_\_\_\_ Requester and Cluster committee notified: \_\_\_\_\_

Reviewed: \_\_\_\_\_ Disposition:  Tabled,  Rejected,  Approved,  Approved w/Amendment

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notice of DRC Decision Sent: \_\_\_\_\_ Completed Project Inspected: \_\_\_\_\_

## APPENDIX B

### TIPTON LAKES COMMUNITY ASSOCIATION RULES ENFORCEMENT PROCEDURES

1. Complaints of rules violations may be made in writing with the author's signature. This letter should be directed to one or more of the following: the Board of Directors, the Covenants Committee, the Design Review Committee, the various Cluster Committees or the Association Office at 6000 Tipton Lakes Blvd., Columbus, Indiana 47201. Complaints (other than design review violations may also be made by phone from an identified caller.
2. The Association Staff will verify the complaint and send a letter to the resident, stating the violation and the specific rule(s) violated. The letter will also inform the owner(s) that he or she has the right to meet with the Board of Directors. The letter will ask for compliance within ten (10) business days. If a meeting is requested the owner(s) can discuss with the Board the violation(s) and/or appeal a decision made by the Design Review Committee and/or the New Construction Committee.
3. If after ten (10) business days, the owner has failed to request a meeting with the Board, failed to request additional time, and/or cure the violation then the Association Staff will send a second letter via Certified Mail, Return Receipt Requested. The second letter will state the violation(s) and inform the owner(s) that he or she has the right to request mediation or arbitration and the costs of mediation or arbitration will be the responsibility of the owner. The second letter will give the owner(s) ten (10) days to request mediation or arbitration, to request additional time, and/or cure the violation.
4. The following pertains specifically to violations of unkempt lots (as defined in the Governing Documents), tall weeds and grass:
  - a. Upon receipt of a notification of an unkempt lot (by mail or phone as above), Association Staff will verify (within 3 working days) and send a letter to the owner(s) of the lot stating the violation and asking for compliance in seven (7) days. If the lot has not been maintained in seven (7) days, the Association will contract the lot to be mowed/maintained and invoice the owner for the expense, plus a twenty percent service fee for the administrative costs of arranging the contract for services.
  - b. Upon receipt of a second notification of an unkempt lot previously reported in the same season, Association staff will report the unkempt lot to the City of Columbus. The City of Columbus will act in accordance with Sections 8.32.010-8.32..040 of the Columbus Municipal Code Book. Or, the Association Staff will contract the lot to be mowed/maintained and invoice the owner for the expense, plus a twenty-percent service fee for the administrative costs of arranging the services.
5. If the resident still does not comply, the Covenants Committee will advise the Board to turn the case over to the Association attorney for appropriate legal action. If the court of law rules against the resident, he or she will be responsible for all the court costs, attorney fees and other costs incurred by the Association.