

SUPPLEMENTARY DECLARATION VA

TO THE

2339

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

TIPTON LAKES COMMUNITY ASSOCIATION, INC.

(Cluster 5 -- The Lookout Condominium Cluster)

THIS DECLARATION made this 14<sup>th</sup> day of MAY, 1981 by Miller & Company, an Indiana General Partnership (hereinafter referred to as the "Developer")

Preamble

WITNESSETH:

WHEREAS, Developer is the owner of the land contained in Woodcrest as recorded in Plat Book K, Page 09 of the Bartholomew County Recorder's Office 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," by the terms thereof and for the purposes set forth therein, recorded in the Office of the Recorder of Bartholomew County, Indiana in Record Book 59, Page 992;

NOW THEREFORE, the Developer hereby declares that Lot 2 as shown in Woodcrest (hereinafter "Lot 2") together with such parcels serving as Common Areas, Cluster Common Areas, and Limited Common Areas, if any, 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 Lot 2 is subject to the protective covenants as noted on the aforementioned recorded Woodcrest plat. To the extent inconsistencies exist, this Supplementary Declaration, the Declaration and any future supplementary declarations applicable to said Lot 2 shall prevail over said protective covenants, provided that the standards imposed by said protective covenants shall not be materially lessened.

Lot 2 of Woodcrest will be developed as a Condominium Regime established under the Indiana Horizontal Property Act. To the extent inconsistencies may exist or arise, the following shall list the various regulations affecting Lot 2 of Woodcrest in their order of priority:

1. Indiana Horizontal Property act (and other applicable Federal, State and Local laws).

BOOK 60 PAGE 1008

2. Governing Documents of Tipton Lakes Community Association, Inc.
3. Protective Covenants on Woodcrest Plat.
4. Condominium Documents.

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. Lot 2 as shown on the Woodcrest plat is hereby designated as a Cluster or portion thereof of Tipton Lakes Community Association, Inc. which shall be designated as Cluster #5.

Section 2. Neighborhood Service District Designation. The aforesaid Cluster or 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. Lot 2 of Woodcrest is 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 this Cluster. This may be changed in accordance with the Governing Documents. Other Common Areas, generally, may exist in accordance with the terms and definitions of 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, if any, 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
- B. May be changed as provided 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 \$-0- per assessment year per Lot or Living Unit situated within this Cluster, which shall be effective until the first day of the fiscal year following the establishment of this Cluster.

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

## Article V

### Protective Covenants

Section 1. Land Use and Building Type. No Lot or Living Unit shall be used except for residential purposes. No structures shall be erected, altered, placed, or permitted to remain on Lot 2 other than 84 residential Condominium Units, more or less, private garages and/or carports, if any, suitable for the size, density, and purpose of the Condominiums, and other outbuildings incidental to residential use of the premises.

#### 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 is permissible but also subject to Approval.

- C. Driveways and Parkings Areas. All driveways and parking areas 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 Condominium Units (Lots) must have a minimum of 1.6 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 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.
- F. Dwelling Size. Cluster 5 shall contain no Condominium Units (Lots) having a total finished area exclusive of open porches, breezeway or garage, of less than 750 square feet.
- G. Building Height. No building may exceed fifty (50) feet in height unless specifically Approved on the final planned unit development.
- H. Building Coverage. Building coverage shall not exceed 50% of Lot 2's land area. 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 in Cluster #5 without prior Approval by the Design Review Committee.
- J. Exterior Lighting. Any exterior lighting installed in Cluster #5 shall either be indirect or of such controlled focus and intensity as not to disturb the Members or the residents of adjacent property. Ornamental post lights shall be designed to be in harmony with the lighting fixtures at the street or road corners. Exterior lighting must be Approved by the Design Review Committee.
- 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 buildings or screened from public view, and Approved by the Design Review Committee.
- 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 will 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 should be disturbed during excavation and grade. Dikes, benches, berms, checkdams, level spreaders, straw bale barriers or other common erosion control measures should 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 will be removed without the express written Approval of the Design Review Committee. These clearing limits shall be staked with continuous tape and significant trees shall be protected by snow fence barriers. The Association through the Design Review Committee will 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 in Cluster #5 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. In the event of damage to or destruction of a Lot or Living Unit or other improvements situated in Cluster #5 by fire or other means, any repair or replacement of such Lot, 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 in Cluster #5 other than for, and during such reasonable period of construction of the Living Unit, or for bonafide visits by guests of the Occupants of the Condominium Units 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 established. 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 in Cluster #5 only if housed completely within a permanent structure. No area within Cluster #5 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 public view. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All Condominium 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 Condominium Unit (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 make personally. All areas within Cluster #5 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 in Cluster #5.
- 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 Cluster #5. The Owners and Occupants shall keep all areas of Cluster #5 free and clear of rubbish, debris, and other unsightly materials. The Owner of each Lot or the Owners in Cluster #5 as a whole shall be responsible for the maintenance of the unpaved right-of-way adjacent to his Lot, if any.

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 in Cluster #5. Primary water shall be obtained from the City of Columbus.

Section 13. Oil and Mining Operations. No gas, oil, mineral, quarry, or gravel operations shall be engaged in in Cluster #5 except as provided in the Declaration.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in Cluster #5, except that dogs, cats, or customary household pets may be so kept, 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, the Condominium Unit Owners Association or other Owners or Occupants caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem 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 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 in Cluster #5, 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 in Cluster #5 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 Cluster #5 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. Garage doors, if any, shall be maintained closed at all times except when in actual use.

Section 21. 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 22. Damage to Common Areas by Owners. 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 23. 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.

Section 24. Insurance.

- A. Fire and Extended Coverage. All Condominium Units and structures and facilities located in Cluster #5 shall be covered by fire and extended coverage insurance in amounts adequate to cover the full replacement cost thereof. The Association, pursuant to its rights hereunder, may adopt rules and regulations governing the minimum amounts of insurance required to be carried, 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 Condominium Units and other areas, structures and facilities are insured and that there will be proceeds of insurance to repair or 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, the Condominium Unit Owners' Association, and the Association. The Association shall have the right to Approve the allocation of insurance responsibilities as provided for in the documents of the Condominium Regime. Each Owner shall have the right to purchase any 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 and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the Property.
- B. Liability. The Condominium Unit Owners' Association shall purchase, if obtainable, a master liability insurance policy in an amount required by the Association or by law, which policy shall cover the Condominium Unit Owners' Association, its directors, officers, committee members, managing agents, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to said Unit Owners' Association and the Tipton Lakes Community Association, Inc., its directors, officers, committee members, managing agents, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association and its Properties. Where agreeable to the insurer, all such liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an Owner individually.
- C. Other Policies. The Association may require the Owners individually or the Condominium Unit Owners' Association to purchase such other insurance policies as it deems reasonably necessary.



## 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 or natural drainage channels in the easements. The easement areas of Lot 2 and each Lot and all improvements within it shall be maintained continuously and kept free of debris by the respective Owners or the Condominium Unit Owners' Association, except for those improvements for which a public authority or utility company is responsible.

## Article VII

### 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 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, 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: (1) giving Notice to the Association and Cluster Owners other than Developer of proposed changes; (2) securing the Approval of appropriate local governmental bodies; and (3) securing Approval of the Federal Mortgage Agencies.

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

