

**RESOLUTION FOR FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CASTLE RIDGE PLANNED
DEVELOPMENT ASSOCIATION, INC.**

WHEREAS, Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration") for Castle Ridge Planned Development Association, Inc. (hereinafter "Castle Ridge"), as most recently amended through the Third Amendment, on April 12, 1991, recorded at Tippecanoe County Recorder Record #91-04909, defines "Association" to mean the Castle Ridge Planned Development Homeowners Association, Inc." (hereinafter "Castle Ridge HOA" or interchangeably, "the Association"); and

WHEREAS, pursuant to Article IV, Section 2, the Association owners may elect a Board of Directors, and the Board of Directors "shall manage the affairs of the Association . . . "; and

WHEREAS, Article X, Section 3 of the Declaration states that the Declaration may be amended "at any time by instrument recorded in the Office of Recorder of Tippecanoe County, Indiana, approved and signed by at least two-thirds (2/3) of the then Owners; and

WHEREAS, the members of the Board of Directors share a common purpose of ensuring the long-term health and stability of the Castle Ridge HOA, and wish to make the following minor modifications and amendments to the Declaration as detailed in this Resolution, which shall be effective upon the approval of at least two-thirds (2/3) of the then Owners, as signified by the written signature of 2/3 of the Owners.

NOW, THEREFORE, BE IT RESOLVED that the following Sections are amended and replaced as detailed below. All other Sections not specifically amended, repealed, and/or replaced shall remain in full and effect (modified language appears in bold, unless otherwise noted):

1. Preamble. First Paragraph. This Declaration, made on the date hereinafter set forth by the Castle Ridge Planned Development Association, Inc. (hereinafter referred to as Association), a corporation incorporated pursuant to the Indiana General Corporation Act, as amended, having its principal office at **the management company of record.**
2. Article VI. Section 1(e). Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets of mature size of not more than twenty four inches (24"), **at the shoulder of the animal**, in height may be kept on Lots, subject to rules and regulations adopted by the Board provided that they are not kept, bred, or maintained for any commercial purposes; provided, further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board and provided further, that upon written request of twenty five percent (25%) of the voting power of the Association, the Board of Directors shall have the authority to and shall order the removal of, any pet; **and**, further, all pets when on Common

Area, must be on a leash or confined in some manner. **No unattended animal tie outs. Only two (2) dogs per lot.**

3. Article VI. Section 4. Signs. No such sign of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and name of occupants) shall be displayed to the public view on any Lot. Exception. A "For Sale" sign may be displayed from an inside window of the house that does not exceed more than twenty six (26) inches wide and twenty four (24) inches in height. **Any signage protected by law may be displayed in landscaping out of the yard, 30 days prior to the event and must be removed 5 days after the event.**
4. Article VII. Section 2. Paragraph 3. (The following amendment deletes "weed" from the previously-effective paragraph; no new language added); revised paragraph to read: The Association will also maintain the Common Areas as follows: trim, mulch, fertilize trees and shrubs in the original planting or that the Association has planted. The Association will also care for all grass areas as follows: cut, fertilize and trim as they deem necessary. Sod may also be repaired or replaced. The Association does not accept any of the responsibility for watering the grass, this is the Home Owner responsibility.
5. Article VII. Section 2. Paragraph 4. In addition the Association will paint the exteriors of buildings, which will include all trim for the garage doors and the front and back doors, (if not enclosed) privacy fences, fences between buildings, decks, and balconies.

All other language and terms as presented in the Third Amended Declaration dated April 12, 1991, shall remain in full force and effect, and all amendments herein shall become effective as of the date of the *recording* of this Resolution, as required in Article X, Section 3 of the Declaration. The record of the required written consent by two-thirds (2/3) of the Owners shall be made by separate consent forms, with the originals retained in the internal Castle Ridge HOA records, with further proof of the required percentage of consent by the Owners formalized and recorded contemporaneously as part of an Affidavit of the Property Manager, attached as Exhibit A to this Resolution.

Duly adopted this 7th day of June, 2023.

Castle Ridge Planned Development Homeowners
Association Board of Directors

Linda DeBoy
, President

Louie Belant
, Vice President

Sarah S. Crow
, Member

Alice M Benner
, Member

Judith Levin
, Member

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State personally
appeared Linda Deboy, Louis Benhart, Sarah Crow, Alice Benner, and
Judith Levin

as the Members of the Board of Directors of the Castle Ridge Planned Development Homeowners
Association, Inc., and executed the foregoing Resolution for Fourth Amendment to the Declaration of
Covenants, Conditions, and Restrictions this 11th day of July, 2023.

Cheryl Strong
Cheryl Strong, Notary Public
My Commission Expires: March 12, 2025
Resident of Tippecanoe County



This instrument prepared by Matthew A. Salsbery, Attorney at Law, 29470-84. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew A. Salsbery.

EXHIBIT "A"

STATE OF INDIANA)
)SS:
COUNTY OF TIPPECANOE)

AFFIDAVIT OF AMENDMENT

Cheryl Strong, being duly sworn upon her oath, states as follows:

1. I, Cheryl Strong, of Lafayette, Indiana, am the Property Managing Agent for Castle Ridge Planned Development Homeowner's Association, Inc., (the "HOA"), a corporation in the State of Indiana. I am over the age of majority, have personal knowledge of the facts and matters stated herein, and am competent to testify thereto.
2. The HOA is governed by the Declaration of Covenants, Conditions, and Restrictions of Castle Ridge Planned Development, Inc., (the "Declaration") as amended by the Third Amendment recorded on or about April 12, 1991, as Document Number 91-04909, in the Office of the Recorder of Tippecanoe County, Indiana.
3. According to Article X, Section 3 of the Declaration, the Declaration may be amended "at any time by instrument recorded in the Office of Recorder of Tippecanoe County, Indiana, approved and signed by at least two-thirds (2/3) of the then Owners."
4. At least two-thirds (2/3) of the Owners have approved in writing the "Resolution for Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Castle Ridge Planned Development Association, Inc.", as signified by signed written consent forms, whether hard copy or electronic, kept and maintained in the internal records of the HOA.
5. A true and accurate copy of the "Resolution for Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Castle Ridge Planned Development Association, Inc." is recorded contemporaneously herewith as required by Article X, Section 3 of the Declaration.

I affirm under the penalties of perjury that the foregoing are true.

Date: July 13th, 2023



Cheryl Strong
Property Managing Agent
Castle Ridge Planned Development Homeowners Association, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State personally appeared Cheryl Strong, as the Property Management Agent for the Board of Directors of the Castle Ridge Planned Development Homeowners Association, Inc., and executed the foregoing Affidavit this 13th day of July, 2023.

Leah Hobbs
Leah Hobbs, Notary Public
My Commission Expires: 12/06/2029
Resident of Tippecanoe County



This instrument prepared by Matthew A. Salsbery, Attorney at Law, 29470-84. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew A. Salsbery.

I, Cheryl Strong, of Lafayette, Indiana, registered Property Managing Agent for Castle Ridge Planned Development Homeowners Association, Inc., a corporation in the State of Indiana on this 13th day of July, 2023, have prepared this instrument to be recorded in Tippecanoe County, Lafayette, Indiana.

The Amendment(s) being recorded are to be attached to the following Document(s) already recorded:

#91-04909

19860860 2541

1989089 15649

19910910 4909

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Cheryl Strong