

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

RECORDED IN RECORD
91-01909

Betty J. Michael

AUDITOR OF TIPPECANOE CO.

4-12-91

THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR

CASTLE RIDGE PLANNED DEVELOPMENT
ASSOCIATION INC.

9:45 O'CLOCK A M FEE 54.00
APR 12 1991

Ruth E. Shedd
RECORDER TIPPECANOE CO, IN

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 Post Office Box 4375, Lafayette, IN 47903

WITNESSES

Whereas the association is the owner of certain real estate (Common Area) in West Lafayette, County of Tippecanoe, State of Indiana, which is more particularly described as follows:

As described on the "Final Detailed Plans for Westridge Phase 1-10" (hereinafter referred to as the "Plat"), by designating certain portions of the Initial Properties as "Common Areas" and (as hereinafter defined) to be owned by the homeowners association (the "Association," as hereinafter defined) and by designating certain other portions of the initial Properties as "Blocks" (as hereinafter defined), with each Block to be further subdivided (by supplementation of the Plat) generally into four residential "Lots" (with certain exceptions or variations as may be necessary or appropriate), (as hereinafter defined and some additional Common Areas.

As recorded in Tippecanoe County, Indiana Recorders Office. No 8602540 PD AA PAGE 46, TIME 8:50, MARCH 6, 1986 Under the name of Westridge Planned Development, now known as Castle Ridge Planned Development.

A part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 23 North, Range 4 West, City of West Lafayette, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the western line of the Southwest Quarter of the Northwest Quarter of said Section 8, said point being located North 00.40'00" degrees East, 1,106.05 feet from the south-western corner of the Southwest Quarter of the Northwest Quarter of said section 8; thence North 00.40'00" degrees East, along the western line of the Southwest Quarter of the Northwest Quarter of said section Eight, 230.00 feet to the Southwestern corner of Lot 11 in

Glenwood Meadows Subdivision, Part Two, as recorded in Plat Book 10, Page 2, in the Office of the Recorder of Tippecanoe County, Indiana; thence South 89.50'00" degrees East, along the southern line of said Glenwood Meadows Subdivision, Parts One and Two, 886.88 feet to the center line of Soldiers Home Road; thence traversing said centerline the following two (2) courses: South 24.30'00" degrees West, 128.52 feet; thence South 00.18'00" degrees West, 422.00 feet; thence North 90.00'00" degrees West, 40.00 feet; thence North 00.18'00" degrees East, 256.06 feet; thence northeasterly on a curve to the right, having a central angle of 05.44'35" degrees, a radius of 815.00 feet, an arc distance of 81.69 feet; thence North 89.50'00" degrees West, 23.39 feet; thence northwesterly on a curve to the right, having a central angle of 08.10'42" degrees, a radius of 889.31 feet, an arc distance of 126.94 feet; thence southwesterly on a curve to the left, having a central angle of 87.40'41" degrees, a radius of 24.00 feet, an arc distance of 36.73 feet; thence South 10.40'00" degrees West, 14.02 feet; thence southerly on a curve to the left, having a central angle of 10.40'00" degrees, a radius of 254.80 feet, an arc distance of 47.44 feet; thence North 90.00'00" degrees West, 26.00 feet; thence North 89.50'00" degrees West, 435.46 feet; thence North 00.40'00" degrees East, 41.64 feet; thence North 89.20'00" degrees West, 155.00 feet to the point of beginning, containing 5.094 acres, more or less.

The above bearings are based on Deed Records

DESCRIPTION (Soldiers Home Road Right-of Way)

A part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 23 North, Range 4 West, City of West Lafayette, Indiana, described as follows:

Commencing at the southwestern corner of the Southwest Quarter of the Northwest Quarter of said Section 8; thence North 00.40'00" degrees East, along the western line of the Southwest Quarter of the Northwest Quarter of said Section Eight, 1,336.05 feet to the southeastern corner of Lot 11 in Glenwood Meadows Subdivision, Part Two as recorded in Plat Book 10, Page 2 in the Office of the Recorder of Tippecanoe County, Indiana; thence South 89 50'00" degrees East along the southern line of Glenwood Meadows Subdivision, Parts One & Two, 845.01 feet to the point of beginning of this description; thence South 89 50'00 degrees East, 41.87 feet to the centerline of Soldiers Home Road; thence traversing the centerline of Soldiers Home Road the following two courses; South 24 30'00" degrees West, 128.52 feet; thence South 00 18'00" degrees West, 422.00 feet; thence North 90 00'00" degrees West, 40.00 feet; thence North 00 18'00" degrees East, 256.06 feet; thence northeasterly on a curve to the right having a central angle of 20 20'21" degrees, a radius of 815.00 feet, an arc distance of 289.31 feet to the point of beginning, containing 0.457 of an acre, more or less.

The above bearings are based on Deed Records.

Also includes the following addition as revised and approved by Paul J. Coutts, West Lafayette City Engineer, Administrative Officer and Recorded in Tippecanoe County, Indiana in the Recorders Office. Number 87-10373, Plat Cabinet AA Slide AA-78, 10:25 AM, June 30, 1987

DESCRIPTION:

A Part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 23 North, Range 4' West, City of West Lafayette, Wabash Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the western line of the Southwest Quarter of the Northwest Quarter of said Section 8, said point being located North 00 40'00" degrees East, 800.00 feet from the southwestern corner of the Southwest Quarter of the Northwest Quarter of said Section 8; thence North 00 40'00" degrees East, along the western line of the Southwest Quarter of the Northwest Quarter of said Section Eight 306.50 feet; thence South 89 20'00" degrees East, 155.00 feet; thence South 00 40' 00" degrees West, 41.64 feet; thence South 89 50'00" degrees East, 435.46 feet; thence South 90 00'00" degrees East, 26.00 feet; thence northerly on a curve to the right, having a central angle of 10 40'00" degrees, a radius of 254.80 feet, an arc distance of 47.44 feet; thence North 10 40'00" degrees East, 14.02 feet; thence northeasterly, on a curve to the right, having a central angle of 87 40'41" degrees, a radius of 24.00 feet, an arc distance of 36.73 feet; thence easterly, on a curve to the left, having a central angle of 08 10'42" degrees, a radius of 889.31 feet, an arc distance of 126.94 feet; thence South 89 50'00" degrees East, 23.39 feet to the western right-of-way line of Soldiers Home Road; thence, traversing the western right-of-way line of Soldiers Home Road the following two (2) courses; southerly, on a curve to the left, having a central angle of 05 44'35" degrees, a radius of 815.00 feet, an arc distance of 81.69 feet; thence South 00 18'00" degrees West, 256.06 feet; thence North 90 00'00" degrees West, 356.84 feet; thence North 89 17'00" degrees West, 440.80 feet to the point of beginning, containing 5.318 acres, more or less.

ARTICLE I

NAME

The properties created by the Declaration shall be known and designated as CASTLE RIDGE PLANNED DEVELOPMENT.

ARTICLE II

DEFINITIONS

Section 1. "Association means CASTLE RIDGE PLANNED DEVELOPMENT HOMEOWNERS ASSOCIATION, INC an Indiana Not-For-Profit Corporation Act of 1971, as amended, and its successors, and assigns.

Section 2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to the certain real estate herein before described (subject to the easements granted herein), and such additions thereto, as may hereafter be brought, within the jurisdiction of the Association.

Section 5. "Lot" means the real estate conveyed or to be conveyed in connection with such dwelling unit (which shall be an area which exceeds the perimeter dimensions of the exterior face of the foundation wall of the unit by approximately one inch (1") on exterior walls and includes one-half (1/2) of the thickness of any party walls separating the unit from other units within the Building).

Section 6. "Building" means the single or multi-family units.

Section 7. "Board of Directors" means the Board of Directors of the Association.

Section 8. "Common Areas" means those portions of the Properties (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners, and shall also include exclusive driveway easements, private streets, building exteriors, and drainage and utility easements, as hereinafter referred to, and as designated on any recorded plat of the Properties.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment of Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association, subject to the following provisions:

(a) the right of the Association to promulgate reasonable rules and regulations governing the use of the Common Areas including, without limitation, parking regulation and restrictions on the use of and quality, kind and nature of any improvements, additions or alterations to any and all landscaping areas, building exteriors and other portions of the Properties included in the Common Areas;

(b) the right of the Association to charge reasonable fines for the violations of rules and regulations set forth in this Declaration;

(c) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;

(d) the right of the Association to mortgage any or all of the Common Area, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(e) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members;

(f) the right of the Association to dedicate or transfer all or any part of the Common Area to any Public agency, authority or utility for such purposes and subject to such conditions as may be set forth in this instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the membership.

Section 2. Owners Easements of Enjoyment of Common Areas.

(a) Every Owner shall have the following additional rights and easements of enjoyment, in and to the following Common Areas, which shall be appurtenant to and pass with title to the Owner's Lot:

(i) Each Owner of a Lot shall have, as a Common Area appurtenant to such Lot, a non-exclusive right and easement for the use, for ingress, egress and temporary guest parking, of the driveway designated on the Plat as a Driveway that is adjacent to such Owner's Property that provides access therefrom to the Common Area roadways on the Properties.

(ii) Each Owner of a Lot shall have, as a Common Area appurtenant to such Lot, an exclusive right and easement for the enjoyment and use of the walkway and patio areas immediately adjacent to the Lot and designated on the Plat as Common Areas.

(b) The foregoing rights and easements in Common Areas are subject to those provisions governing the Common Areas and to the following additional provisions;

(i) The Owner's rights and easements to all Common Areas are subject to the rights of access of the Association and other rights, obligations and duties as set forth in this Declaration, as the same may from time to time be amended or supplemented.

(ii) Private Driveway, Common Areas shall not be used for parking of automobiles, trucks or other vehicles, except temporarily or incidentally for vehicles of the owner or guests of the owner or for the making of pickups and deliveries. No fences, barrier or other obstruction of any kind shall ever be placed or constructed on any Private Driveway, Common Area. The Association may promulgate such additional rules and regulations restricting or otherwise governing the use and appearance of Private Driveway Common Areas as it deems necessary and appropriate for maintenance thereof in good, clean, attractive, safe and sanitary condition.

(iii) No overnight parking will be permitted on the private street, other than the area designated by the Board.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others, his or her rights of enjoyment of the Common Area, a appurtenant to his or her Lot, to family members, to a lessee or contract purchaser of his Lot or to guests.

Section 4. Certain Obligations and Access Rights to Common Area.

(a) The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the

exclusive benefit of the Owners as provided herein, of the Common Area and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted an easement and right of access to all the Common Area and to all Building exteriors for the purpose of maintaining or causing to be maintained or repaired any Building, party wall, utility line, sewer or other facilities located thereon that serve another Lot. The Association also shall have and is hereby granted a general right of access to all of the Common Area and Lots, at reasonable time and at any time in case of emergency, as reasonably required by its officers, director, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. .

Section 5. Drainage, Utility, Sewer and Other Development Easements, Public Officials, Association Officials.

There is hereby created a blanket easement upon, across, over, and under, all of said Properties for ingress, egress, installation, replacing, repairing, and maintaining, all underground utilities, including, but not limited to water, sewers, gas, telephone, electricity, and a cable television system to each unit. By virtue of this easement, it shall be expressly permissible for providing electrical service, cable TV service, gas service, water service, telephone service, and sanitary sewer service; service to install and maintain the necessary underground transformers and other necessary equipment, on said easement; and to install, and maintain, electrical, and/or telephone wires, circuits, and conduits as required to provide underground utilities to each dwelling unit.

An easement is further granted to police, firemen, ambulance service, and other similar persons, for the purpose of entering upon the streets and Common Area during the performance of their duties.

Notwithstanding anything to the contrary contained within these paragraphs, no sewers, electrical lines, water lines, or other utilities, may be installed or relocated on said Property, except as initially programmed and approved by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement within the Common Area, without conflicting with the terms hereof.

Section 6. Easements for Encroachment. If any part of the Common Area encroaches upon any Lot or building thereon, a valid easement for such encroachment, and the maintenance thereof, so long as it continues, shall, and does exist. If any part of any Lot, or the building thereon, encroaches upon the Common Area, or upon another Lot or Lots, a valid easement for such encroachment shall, and does exist. In the event that any building upon a Lot in the Properties shall be partially or totally destroyed and then rebuilt, minor encroachments of the building upon the Common Area or other Lots, including, but not limited to, eaves and roof overhang, valid easements for such encroachments, and the maintenance thereof, shall exist.

Section 7. Association's Easement to Correct Drainage. The Association reserves a blanket easement, and right, on over and under the ground within the Properties, to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut (or remove) any trees, bushes, or shrubbery, make any regrading of the soil, or to take any similar action reasonably necessary, following which the Association shall restore the affected property to its original condition as near as practicable. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Board of Directors, an emergency exists which precludes such notice.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Members shall be all Owners and shall be entitled to one vote (1) for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote (1) be cast with respect to any Lot.

Section 2. Board of Directors. The owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 3. Professional Management. No contract or agreement for professional management of the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause with termination fee by written notice of ninety (90) days or more.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agrees to pay to the Association, (1) Regular Monthly Assessments (for maintenance, repairs and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits, as provided in Article V, Section 4 and for special maintenance or repairs as provided in Article VII, Section 2; (3) a Monthly Insurance Agreement as provided in Article IX, Section 4. Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with delinquent charges, interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Regular Monthly Assessments. The Regular Monthly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Properties, for the improvement, maintenance and repair of the Common Areas and Buildings situated on the Properties, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Monthly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, the Buildings and other capital improvements which the Association is required to maintain.

Section 3. Maximum Regular Monthly Assessments.
(a) From and after January 1 of each year, the maximum Regular Monthly Assessment may be increased each calendar year not more than ten percent (10%) above the maximum

Regular Monthly Assessment for the previous year, without a vote of the membership.

(b) From and after January 1 of each year, the maximum Regular Monthly Assessment may be increased each calendar year by more than ten percent (10%) above the maximum Regular Monthly Assessment for the previous year, with the approval of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors from time to time may fix the Regular Monthly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Monthly Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days (30) nor more than sixty days (60) in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Regular Monthly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all lots. All other assessments (except Special Assessments under Article VII, Section 2) also shall be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Monthly Assessments Due Dates. The Regular Monthly Assessment provided for

herein and the Monthly Insurance Assessments provided for in ARTICLE IX, Section 4 shall commence as to each Lot on the first day of the first month following the conveyance or lease of such Lot.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association If any regular monthly assessment (or periodic installment of such assessment, if applicable) is not paid fifteen days (15) after the due date established therefor pursuant to ARTICLE V, Section 7 hereof, then the entire unpaid assessment (together with a delinquent charge of ten percent (10%) thereon, and any costs and attorneys' fees as hereinafter provided and as provided in ARTICLE 5, Section 1) also any special assessment is not paid forty five days (45) after the first of the month which it is due, will have a delinquent charge of ten percent (10%) charge there on, and any costs and attorneys' fees as hereinafter provided, shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty days (30) after the delinquent date, the assessment shall also bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgement shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waiver to otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessment becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior

assessments by binding certificate from the Association, issued pursuant to ARTICLE V, Section 7, as to whether or not such assessments have been paid.

ARTICLE VI

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 1. Lot Use and Conveyance. All Lots platted hereafter within any Block shall be used exclusively for single-family residential purposes. Any Lot or portion thereof so designated for common use shall become part of the Common Area, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein. The Owners, further, shall be subject to the following use restrictions:

(a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment as specifically provided herein. Nothing shall be altered, constructed in, or removed from the Common Area except upon the prior written consent to the Association.

(b) Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property; provided, however,

that no act, conduct, activity or operation which the Association is authorized or permitted to do hereunder shall ever be deemed to be noxious, destructive, offensive nor a nuisance for purposes of this Section.

(c) Fences, Walls and Patios. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio upon the property except with approval of the Association as provided herein.

(d) No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a lot so as to be visible from outside the Lot. The Common Area shall be kept free and clear of all rubbish, debris, and other unsightly materials.

(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") 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 further, all pets when on Common Area, must be on a leash or confined in some manner.

(f) Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basketball hoops, basement, tent, or shack shall be maintained on any Lot nor shall any garage or other building except a permanent residence be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

(g) Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the Lot. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish or any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural

substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened.

Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles shall at any time be stored or parked on any Lot outside of a garage or on any part of the Common Area, either permanently or temporarily, other than (A) within an enclosed garage constructed on a Garage Space, or (B) such portion, if any of the Common Area as may be designated by the Association for such purposes.

(h) Antennae. Except with prior written approval and the authorization of the Association's Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property, or on the Property itself.

Section 2. Architectural Control.

No building, fence, wall or other structure, except original construction of Buildings by or on behalf of the builders, shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

Any change in the appearance of the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within twenty-one days (21) from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made.

Section 3. Non-Owner Occupants - Leasing of Lots.

(a) All Lots occupied by persons other than the Owner or direct blood relations shall be subject to a written lease with the Owners meeting the following requirements:

(i) All leases shall be in writing, and no lease shall be entered into for a term of less than one year (1) without the prior approval of the Board of Directors.

(ii) All leases shall contain provisions adequate to require the lessee to comply with the provisions of this Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.

(iii) All leases shall make the lessee personally liable (jointly and severally with the Owner) for assessments levied by the Association during the term of the lease pursuant to the terms of this Declaration and the By-Laws, to the same extent if the lessee were the Owner and a member of the Association, and shall expressly subordinate the lessee's interest to the lien of the assessments provided for in this Declaration. Provided, however, that a lessee may be protected against the lien for assessments due prior to the date of the lease by procuring a building certificate from the Association as provided in the By-Laws, as to whether or not such assessments have been paid.

(iv) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules and regulations of the Association, or from the Owner's personal liability to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

(v) In order to preserve the general character of CASTLE RIDGE PLANNED DEVELOPMENT as an owner-occupied residential development, not more than five percent (5%) of the total number of Lots included in the Properties shall be leased at any time.

(vi) Leased premises shall contain no more than two (2) permanent occupants per bedroom.

(b) Any Owner desiring to enter into a lease for his Lot shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the lessee or the rental amount) for review for compliance with the requirements of the Section 3 if it determines by a majority vote of the Board that a waiver under the circumstances presented is in the best interests of the Association. The granting of any such waiver shall be a final determination, binding upon the Association, but the denial of a waiver may be reversed upon the affirmation in writing of a majority of the membership, or by a majority of the votes cast by those members present at a meeting called for the purpose. The Board of Directors may employ an

attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the lease within fifteen days (15) after submission by the applicant, the lease shall be deemed approved. A copy of each lease by an Owner shall be provided to the Board of Directors by the Owner within thirty days (30) after execution.

(c) Subject to any contrary provisions set forth in any lease of a Lot, each lease shall be deemed to transfer to the lessee during the terms of such lease all rights, privileges, obligations and limitations attendant to membership in the Association, including an irrevocable proxy to exercise the Owner's voting rights appurtenant to the leased Lot in all elections and on all issues presented for a vote of the members, except any vote upon: (i) an amendment to the Declaration, the Articles or the By-Laws; (ii) annexation of additional property; (iii) a Special Assessment for a capital improvement pursuant to ARTICLE V, Section 1 or Section 2.

(d) The limitation of ARTICLE VI, Section 3 Shall not apply to the holder of any first mortgage who acquired ownership or possession of any Lot by reason of a foreclosure or conveyance in lieu thereof, or during the pendency of a foreclosure proceeding (nor shall any lease by any such mortgagee be counted as a lease Lot for purposes of the five percent (5%) limitation contained therein).

However, the remaining provisions of this ARTICLE VI, Section 3 shall apply to any such mortgagee be submitted to the Board of Directors for review as to compliance with the requirements clauses (i) thru (iv) of ARTICLE VI Section 3

(a).

(e) Any lease or attempted lease of a Lot in violation of the provisions of this ARTICLE VI, Section 3 shall be voidable at the election of the Association or any other party having the right to enforce the provisions of the Declaration, except that either party to such lease may assert his provision of this ARTICLE VI, Section 3 to avoid its obligations thereunder.

Section 4. Signs. No 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.

Section 5. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot, and which is generally or regularly conducted in another location away from such Lot.

Section 6. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and Common Area. A majority of those Owners voting at a meeting call for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of rules and regulations shall be furnished by the Board to Owners prior to the time when the same shall be effective.

ARTICLE VII

MAINTENANCE OF BUILDINGS

Section 1. Maintenance by Owners.

(a) The Owner of each Lot shall furnish and be responsible for at his or her own expense, all the maintenance, repairs, decorating and replacements within such Owner's residence, including the heating and air conditioning system and any partitions and interior walls, and any and all other maintenance, repair, and replacements of the improvements on his or her Lot unless otherwise provided herein. The Owner shall keep the interior of his or her residence in good, clean, attractive and sanitary condition, order and repair.

(b) To the extent that equipment, facilities and fixture within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, that use thereof by the Owner of such Lots shall be subject to reasonable rules and regulations promulgated by the Association.

Section 2. Exterior Maintenance Obligations of Association with Respect to Buildings and Grounds.

The Association shall provide the following exterior maintenance upon each unit as follows: total repair, maintenance and replacement of: roofs, gutters, downspouts, siding, garage doors, fences between buildings, privacy fences, decks, and patios as shown on the first or second plat plan.

The Association will not provide any maintenance, repair or replacement of windows, sliding doors, storm doors, exterior doors and includes screens and/or glass and hardware in each unit and also includes sky lights and inside garage door mechanism. They will not maintain any fences, decks, or patios added after the first or second plat plan.

The Association will also maintain the Common Areas as follows: trim, mulch, weed, fertilize trees and shrubs and will also replace any of the 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.

In addition the Association will paint the exteriors of buildings, which will include all trim garage doors, front and back doors, (if not enclosed) privacy fences, fences between buildings, decks, and balconies.

In addition the Association will repair and/or maintain and replace the following that were listed on the first or second builders plat plan: patios, decks, and the fence on the south side of the property.

In the event the need for maintenance, repair and/or replacement as set forth in this Article is caused through the willful or negligent act of its owner, or through the willful or negligent act of the family, guests, renters, or invitees, as determined by the Board of Directors of the Association and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to, and become a part of, the assessment to which such Lot is subject, over such period of time as determined by the Board of Directors of the Association.

The Association is responsible for the removal of snow from the private walks leading to the Owners front door, their driveway and the Street. The Association is not responsible for the removal of snow from patios, open porches, and the street walks.

ARTICLE VIII

PARTY WALLS

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

Section 2. Maintenance. The cost of repair and maintenance of a party wall shall be the responsibility of the Association

ARTICLE IX

INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording fire and extended coverage insurance insuring the Properties, including the Common Area and all living units and Buildings, in an amount consonant with the full replacement value of the improvements excluding, as to any Lot and the improvements thereon, all fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the regular Monthly Assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each owner, and if applicable, the first mortgage of each Lot. Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy the Lot.

Section 3. Miscellaneous Insurance Provisions. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for the cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 4. Monthly Assessment for Insurance. The premiums for the insurance described above shall be paid by the association, and pro rate cost thereof shall become a separate monthly assessment ("Monthly Insurance Assessment") to which each Lot shall become and be subject as of the commencement date and under the terms and conditions provided in Article V. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided or shall use such funds to prepay the premiums of the required insurance. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 5. Distribution to Mortgages. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

Section 6. Additional Insurance. Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and of his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation of claims against the Association and any Owner as are described in ARTICLE IX, Section 9 in reference to such provisions for the master

casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph, the Owner agrees to assign the proceeds of this later insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 7. Casualty and Restoration. Damage to or destruction of any Common Area or any Building due to fire or any other casualty of disaster shall be promptly repaired and reconstructed by the Association and the proceeds from insurance, if any shall be applied for that purpose. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty of disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstruction and Common Area or any Building or Buildings damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

Section 9. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, at the discretion of the Board of Directors, may be distributed to the Owners or the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

ARTICLE X

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal of due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgement or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended or modified at any time by instrument recorded in the Office of the Recorder of Tippecanoe County, Indiana, approved and signed by at least two-thirds (2/3) of the then Owners. This Declaration shall not effect any of the following changes without the approval of two-thirds (2/3) of the Owners (based upon one vote (1) per Lot):

- (a) the abandonment, partition, subdivision, encumbrance, sale or transfer (other than to the Association) of any Common Area (other than the granting or altering of utility and drainage easements);
- (b) any change in the method of determining the obligations, assessments, dues or other changes which may be levied against an Owner;
- (c) Any changes in the provisions herein governing architectural design of improvements on Lots and the maintenance obligations with respect to the properties;

- (d) Any change that would allow the Association to maintain fire and extended insurance coverage on the Common Area in an amount less than the full insurable value thereof (based on current replacement cost);
- (e) any change that would allow the Association to use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of the Common Area.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty years (20) from the date of recordation, and thereafter shall automatically extend for successive periods of ten years (10) each unless prior to the expiration of any such ten year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 4. Mortgagee Rights. In addition to any other rights provided elsewhere in the Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgage upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges or lien against any Common Area or other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section 3 shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 5. Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate of notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty days (60). A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon this association, as provided in Section 4.

The undersigned persons executing this Declaration on behalf of the association represent and certify that they are the duly elected Officers of the Association, and have been

fully empowered by proper resolution of the Board of Directors of the Association, to execute this Declaration; that the Association has full corporate capacity to make this Declaration pertaining to the real estate described herein; and that all corporate action necessary for the making of this Declaration has been taken and done,

IN WITNESS WHEREOF, CASTLE RIDGE PLANNED DEVELOPMENT HOMEOWNERS ASSOCIATION, INC. has caused this Declaration to be made and executed on this _____ day of 1991.

CASTLE RIDGE PLANNED DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.

BY:

ATTESTED:

BY;

Declaration

date
Page

STATE OF INDIANA)
)
TIPPECANOE COUNTY) SS:

The undersigned officer of the Castle Ridge Homeowners Association, Inc. certifies that the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Castle Ridge Planned Development Homeowners Association, Inc. were approved at a special meeting called for this puprose on April 8, 1991 where a quorum of members was present, either in person or by proxy to address all matters properly coming before this meeting.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this certification to be made on this APRIL 12, 1991

CASTLE RIDGE PLANNED DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.

BY: James L. Thompson
James L. Thompson, President

STATE OF INDIANA)
)
TIPPECANOE COUNTY) SS:

Before me, a Notary Public, in and for said County and State, personally appeared James L. Thompson President of Castle Ridge Planned Development Homeowners Association, Inc., who acknowledge certification of the foregoing Declaration for and on behalf of the Association.

Witness my hand and Notarial Seal this 12th day of April, 1991

Robin G. Etzel
Notary Public (Robin G. Etzel)

My Commission Expires:

September 23, 1994
Tippecanoe County

Robin G. Etzel
(Name Printed)



This document prepared and approved by the Castle Ridge Planned Development Association, Inc.