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Cross Reference

Document No. 202121012755

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BELLE TERRA OF TIPPECANOE COUNTY
SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLE TERRA OF TIPPECANOE COUNTY SUBDIVISION (“First Amendment”) dated effective February 17, 2025. 2026 rw

RECITALS

WHEREAS, Whiskir, LLC (“Developer”) previously entered into a Declaration of Covenants, Conditions and Restrictions of Belle Terra of Tippecanoe County Subdivision dated May 11, 2021, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on June 3, 2021 as Document No. 202121012755 (“Declaration”), restricting the property as may be made subject to the Declaration.

WHEREAS, this First Amendment has been approved and adopted by the Developer in accordance with Section 13.3 of the Declaration and all subparts thereof, for the purpose of amending the Declaration as herein set forth.

WHEREAS, all acts and things have been done and performed which are necessary to amend the Declaration that, when executed and recorded in the Records of Tippecanoe County, Indiana, are enforceable with their respective terms to make this First Amendment a valid and binding agreement.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Declaration.

NOW, THEREFORE, the following amendments are made to the Declaration:

1. The foregoing recitals are true, accurate, and complete statements of fact and are hereby incorporated into and made a part of this Third Amendment as set forth verbatim.
2. The Belle Terra of Tippecanoe County Subdivision shall continue to be subject to the Declaration as amended by this Amendment and any subsequent amendments thereto.
3. Section 10.16 of the Declaration is hereby deleted in its entirety, and replaced with the following:

10.16 Mailbox. Declarant may designate and require a curbside mailbox for each lot, with a design and composition that will provide uniformity to the Community. In the event that a curbside mailbox is installed, each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then the Lot Owner shall be responsible for painting, repairing, or replacing same with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox. Any repair or replacement must be submitted and approved by the Design Review Committee prior to such repair or replacement.

4. Section 10.10 of the Declaration is hereby deleted in its entirety, and replaced with the following:

10.10 Lease Restrictions. No Lot, Dwelling Unit, or other Improvement or any portion thereof may be rented, leased, or occupied by persons other than the Owner unless the Owner has complied with this Section and received approval of such use as described herein. The Board, in their sole and absolute discretion, may permit an Owner to lease their Dwelling Unit, provided that Owner has submitted a written request for approval to the Board of the Association including a copy of the proposed lease, and Owner is current on all Assessments. Any lease or attempted lease of a Lot in violation of the provisions of this Section 10.10 shall be voidable at the election of the Association or any other party having the right to enforce the provisions of this Declaration, except that neither party to such lease may assert this provision of this Section 10.10 to avoid its obligations thereunder. Any Owner of a Lot being leased as of the date of the recording of this First Amendment shall have six (6) months from such recording date to bring its Lot into compliance with this Section.

Notwithstanding the foregoing, no Lot, Dwelling Unit or other Improvement may be used for hotel, bed breakfast, Airbnb, or other similar or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linin, or similar services, or leases to roomers or boarders.

5. If any provision of this First Amendment is determined to be unenforceable, the remainder of this First Amendment will remain intact and enforceable.
6. Except to the extent specifically modified, amended, or supplemented by this First Amendment, the Declaration shall remain in full force and effect.
7. In the event of any conflict between the terms of the Declaration and the terms of this First Amendment, the terms of this First Amendment shall control.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Declarant, has caused this First Amendment to be executed as of the Effective Date.

Whiskir, LLC

By: Ronald H Whiskir
Print: Ronald H. Whiskir
Title: President

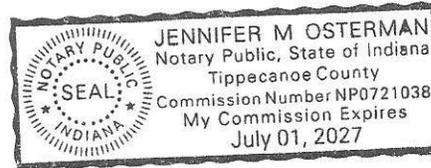
STATE OF INDIANA)
COUNTY OF Tippecanoe)SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 17 day of February, 2026, personally appeared Whiskir, LLC, an Indiana limited liability company, by Ronald Whiskir its President and acknowledged the execution of the foregoing instrument.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Jennifer Osterman
(written)
Jennifer Osterman
(printed) NOTARY PUBLIC
Resident of Tippecanoe County

My Commission Expires:
July 01, 2027



This instrument prepared by: Ryan C. Munden of the firm of REILING TEDER & SCHRIER, LLC, 250 Main Street, Suite 601, P.O. Box 280, Lafayette, Indiana 47902. Telephone: (765) 423-5333. E-mail: rcm@rtslawfirm.com

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan C. Munden