

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

**SECOND AMENDMENT TO
DECLARATIONS AND RESTRICTIONS
FOR PEBBLE BROOKS,
A PLANNED UNIT DEVELOPMENT
IN CROWN POINT, INDIANA,
PHASES ONE, TWO, AND THREE**

The Declarations and Restrictions (as defined in Section 1 below of the new Section O set forth below) for Phases One, Two, and Three of Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, are hereby amended by adding the provisions set forth below to the Declarations and Restrictions. The Declarations are amended by adding the provisions set forth below as a new Section O (which relates to insurance) immediately following the existing Section N (which relates to Additional Property). The Restrictions are amended by adding the provisions set forth below as a new Section at the end of the existing provisions of the Restrictions.

The Declarations and Restrictions (as defined in Section 1 below of the new Section O set forth below) for Phases One, Two, and Three of Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, as amended by this Second Amendment to Declarations and Restrictions for Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, Phases One, Two, and Three, apply to the real estate legally described in said Declarations and Restrictions, which real estate is also described in Exhibit A, which is attached hereto and is incorporated herein by reference.

NEW PROVISIONS

O. Insurance.

Section 1. Definitions - The following terms shall have meanings set forth below for purposes of this Article.

"Declarations" shall mean all of the following documents collectively:

- (a) Agreement and Declaration of Property Owners Association dated April 19, 1991 that relates to Phase One and was recorded on April 26, 1991 as Document No. 91019913 in the Office of the Recorder of Lake County, Indiana;
- (b) Agreement and Declaration of Property Owners Association dated April 19, 1991 that relates to Phase Two and was recorded on October 15, 1992 as Document No. 92000000.

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LAKE COUNTY AUDITOR

92065737 and re-recorded on November 23, 1992 as Document No. 92074151 in the Office of the Recorder of Lake County, Indiana;

- (c) Agreement and Declaration of Property Owners Association dated April 19, 1991 that relates to Phase Three and was recorded on August 24, 1993 as Document No. 93055404 in the Office of the Recorder of Lake County, Indiana; and
- (d) First Amendment to Declaration of Covenants and Restrictions for Pebble Brooks Property Owners Association Phases I, II, and III that was recorded on June 2, 2004 as Document No. 2004 046060 in the Office of the Recorder of Lake County, Indiana.

"Lot Owner" shall mean with respect to each specific lot that is subject to the Declarations and the Restrictions all of the individuals and entities that have an ownership interest in the specific lot.

"P.O.A." shall mean the Pebble Brooks Property Owners Association, Inc., an Indiana not-for profit corporation that is the property owners association for the real estate subject to the Declarations (as defined herein) and the Restrictions (as defined herein).

"P.O.A. Representatives" shall mean and collectively include all of the employees, officers, directors, managers, and other designated representatives of the P.O.A. and/or the Board of Directors of the P.O.A.

"Restrictions" shall mean all of the following documents collectively:

- (a) Restrictive Covenants Pebble Brooks Phase One, A Planned Unit Development in Crown Point, Indiana, as Recorded in Plat Book 69, Page 39, in the Office of the Recorder of Lake County, Indiana, which document relates to Phase One and was recorded on April 26, 1991 as Document No. 91019912 in the Office of the Recorder of Lake County, Indiana;
- (b) Restrictive Covenants Pebble Brooks Phase Two, A Planned Unit Development in Crown Point, Indiana, as Recorded in Plat Book 72, Page 36, in the Office of the Recorder of Lake County, Indiana, which document relates to Phase Two, and was recorded on October 15, 1992 as Document No. 92065736 and re-recorded on November 23, 1992 as Document No. 92074152 in the Office of the Recorder of Lake County, Indiana;
- (c) Restrictive Covenants Pebble Brooks Phase Three, A Planned Unit Development in Crown Point, Indiana, as Recorded in Plat Book 74, Page 25, in the Office of the Recorder of Lake County, Indiana, which document relates to Phase Three and was recorded on August 24, 1993 as Document No. 93055404 in the Office of the Recorder of Lake County, Indiana; and
- (d) First Amendment to Declaration of Covenants and Restrictions for Pebble Brooks Property Owners Association Phases I, II, and III that was recorded on June 2, 2004 as Document No. 2004 046060 in the Office of the Recorder of Lake County, Indiana.

Section 2. Liability Insurance. The P.O.A. shall obtain and maintain general liability insurance that names the P.O.A. as the insured. Each Lot Owner shall also obtain and maintain

general liability insurance that names each of the individuals and entities that have an ownership interest in the lot in which the Lot Owner has an ownership interest, and also names the P.O.A. and the P.O.A. Representatives as an additional insured. The limits for the general liability insurance required herein shall not be less than the following: \$250,000.00 per occurrence for bodily injury and property damage and \$500,000.00 aggregate. Such general liability insurance coverage may be provided as a part of a policy that also provides other insurance coverages.

Section 3. Property Insurance. The P.O.A. may obtain and maintain such property insurance as it deems appropriate for the common areas and any other property owned by the P.O.A. or in which the P.O.A. has an insurable interest. The P.O.A. shall have sole discretion as to whether or not to obtain such property insurance coverage and the type and limits of any such property insurance coverage.

Each Lot Owner shall also obtain and maintain property insurance that insures the residence and any other structures and improvements located upon the lot owned by said Lot Owner. All such insurance shall be written on a "replacement cost" basis, provide "all risk" coverage, and have insurance coverage limits that equal or exceed the full replacement cost of the residence and any other structures and other improvements located upon the lot owned by said Lot Owner. Such insurance shall also cover any common walls and/or structures that the residence or other structures located upon the lot share in common with another lot. The P.O.A. shall be named as both an additional insured and a loss payee in the insurance policy provided by the Lot Owner. Such property insurance coverage may be provided as a part of a policy that also provides other insurance coverages.

Section 4. Other Insurance. The P.O.A. may obtain any other insurance coverages that it deems appropriate, including, but not limited to, worker's compensation insurance coverages. The P.O.A. may also obtain fidelity bonds covering the directors of the Board of Directors of the P.O.A., the officers of the P.O.A., and any other persons and/or entities performing and/or providing services for the P.O.A.

Section 5. Insurance Policy Provisions. For all of the insurance policies required by this ARTICLE, the party required to provide each insurance policy shall make every reasonable effort to have such insurance policy contain the following:

- A. provisions stating that the insurance coverages for the insurance policies that each Lot Owner is required to provide shall be primary and non-contributory with respect to the P.O.A. and the P.O.A. Representatives;
- B. waiver of subrogation against the P.O.A. and the P.O.A. Representatives; and
- B. an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be familiar with the residential real estate and residential construction industries in the Lake County, Indiana area (NOTE: This provision only applies to property insurance coverages).

Section 6. Proof of Insurance. Each Lot Owner shall provide to the P.O.A. current and updated insurance certificates issued to the P.O.A. that shows that all forms and types of the insurance coverages required by this ARTICLE are in effect. Said insurance certificates shall expressly state that the insurance companies shall give the P.O.A. at least thirty (30) days advance written notice of the termination and/or a material modification of any such insurance.

Section 7. Requirements for Insurance Companies. Each insurance company providing any of the insurance coverages required by this ARTICLE shall be licensed in Indiana to write the applicable insurance coverages, shall have an A.M. Best Company, Inc. financial strength rating of at least B+, and shall have an A.M. Best Company, Inc. financial size rating of at least XI. The Board of Directors of the P.O.A. shall have authority to modify any of the minimum requirements for financial strength and financial size and to impose additional requirements for such insurance companies.

Section 8. Deductibles. Each insurance policy providing any of the insurance coverages required by this ARTICLE shall not have a deductible in an amount in excess of One Thousand Dollars (\$1,000.00) per occurrence, unless the Board of Directors of the P.O.A. establishes a higher deductible amount. The party who is required to obtain the insurance to which the deductible relates shall pay any deductible amounts for such insurance.

Section 9. Cost of Insurance. The premiums and other costs for the insurance obtained by the P.O.A. for the P.O.A. shall be a Common Expense of the P.O.A. and shall be included in the general assessments as defined in the Declarations. The Premiums and other costs for the insurance obtained by each Lot Owner shall be paid solely by said Lot Owner.

Section 10. Right of P.O.A. to Obtain Insurance for Lot Owners. If any Lot Owner fails to obtain, maintain, or provide a current insurance certificate for any of the insurance coverages that the Lot Owner is required to obtain or maintain pursuant to this ARTICLE, the P.O.A. may, but is not required to, obtain and/or maintain such insurance coverages at the sole expense of the Lot Owner. The P.O.A. shall have the right to recover all premiums, costs, and collection expenses (including, but not limited to, attorney fees and all costs incurred in any dispute resolution proceedings) from the Lot Owner required to obtain and maintain such insurance coverages and the Lot Owner shall promptly pay all such premiums, costs, and collection expenses (including, but not limited to, attorney fees and all costs incurred in any dispute resolution proceedings) to the P.O.A. In pursuing the recovery of such premiums, costs, and collection expenses (including, but not limited to, attorney fees and all costs incurred in any dispute resolution proceedings) from a Lot Owner, the P.O.A. shall have all of the rights and remedies provided in the Declarations for the recovery of other amounts owed to the P.O.A. by a Lot Owner.

Section 11. Adjustment of Losses for Property Insurance. The written consent of the Board of Directors of the P.O.A. shall be required as a condition of the settlement of the amount of any losses under any property insurance coverages required by this ARTICLE. The Board of Directors shall also cooperate with and work with the Lot Owner of the lot to which the loss relates and any mortgages having any interest in such losses in settling the amount of any such losses.

The Board of Directors of the P.O.A. may appoint itself as the Insurance Trustee to receive and disburse the insurance proceeds. If the Board of Directors of the P.O.A. appoints itself as the Insurance Trustee, the Board shall receive all of the insurance proceeds resulting from the loss and then disburse said funds in accordance with the provisions of this ARTICLE. In performing such duties as the Insurance Trustee, the Board may refuse to make any disbursement until the Board obtains such consents and other documents that the Board deems appropriate.

The Board of Directors of the P.O.A. also has the right to appoint the Lot Owner, any federal or state bank, or any reputable title company as Insurance Trustee hereunder (hereinafter "Independent Insurance Trustee"). Upon appointment of an Independent Insurance Trustee, the P.O.A., the Board of Directors of the P.O.A., and the P.O.A. Representatives shall be relieved of all liability and responsibility as to such insurance proceeds, including, but not limited to, the collection and disbursement of such insurance proceeds.

Section 12. Repair and Reconstruction. Any damage and destruction of a lot subject to the Declarations and Restrictions and/or any residence, structures, or other improvements located upon such a lot shall be repaired and reconstructed by the Lot Owner unless the P.O.A. by a vote three-fourths (3/4) of all Members entitled to vote {not three-fourths (3/4) of a quorum] determines that repair and reconstruction is not required. If by such a 3/4 or greater vote, the P.O.A. determines that repair and reconstruction is not required, the Lot Owner shall not be required to repair and reconstruct, but the Lot Owner shall be required to remove and dispose of all remaining improvements and to return the lot to the natural state that it was in prior to any construction upon the lot. A determination that repair and reconstruction is not required shall under no circumstances relieve or discharge a Lot Owner from the obligation to pay Assessments to the P.O.A.

Any costs of repairing and reconstructing any residence, structures, or other improvements located upon a lot (including any costs for clean-up, debris removal, and similar costs), and any costs of removing and disposing of remaining improvements and returning a lot to the natural state that it was in prior to any construction upon the lot, that exceed the amount of insurance proceeds shall be paid by the Lot Owner of said lot and the Board of Directors of the P.O.A. shall have the right to recover all such costs from the Lot Owner. The Lot Owner shall promptly pay all such costs and collection expenses (including, but not limited to, attorney fees and all costs incurred in any dispute resolution proceedings) to the P.O.A. In pursuing the recovery of such costs, and collection expenses (including, but not limited to, attorney fees and all costs incurred in any dispute resolution proceedings) from a Lot Owner, the P.O.A. shall have all of the rights and remedies provided in the Declarations for the recovery of other amounts owed to the P.O.A. by a Lot Owner.

Section 13. Disbursement of Insurance Proceeds. Proceeds of insurance policies for losses covered by property insurance coverages required by this ARTICLE shall be paid to the Insurance Trustee to be disbursed as follows:

- A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the insurance proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repair or reconstruction (including any costs for clean-up, debris removal, and similar costs) as the repairs and

reconstruction are performed. Any insurance proceeds remaining after paying such costs of repairs and reconstruction, shall be disbursed to the affected Lot Owner and their Mortgagee(s), as their interests may appear. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

OR

- B. If it is determined by a $\frac{3}{4}$ or greater vote that repair and reconstruction is not required as provided for in Section 12 of this ARTICLE, the insurance proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of the costs of removing and disposing of all remaining improvements and returning the lot to the natural state that it was in prior to any construction upon the lot. Any insurance proceeds remaining after paying such costs of repairs and reconstruction, shall be disbursed to the affected Lot Owner and their Mortgagee(s), as their interests may appear. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

Section 14. Joint and Several Liability of Lot Owner. Each of the persons and entities that have an ownership interest in a lot that is subject to the Declarations and Restrictions shall be jointly and severally liable for all of the obligations of the Lot Owner for said lot pursuant to this ARTICLE.

The foregoing **SECOND AMENDMENT TO DECLARATIONS AND RESTRICTIONS FOR PEBBLE BROOKS, A PLANNED UNIT DEVELOPMENT IN CROWN POINT, INDIANA, PHASES ONE, TWO, AND THREE** was duly approved and adopted at the annual meeting of members held on April 21, 2015, by the affirmative vote of those persons who are the owners of a majority of the total of the lots of the Pebble Brooks Property Owners Association, Inc. in full accordance with the provisions of the Declarations, the Code of By-Laws of Pebble Brooks Property Owners Association, Inc., and the applicable provisions of all other applicable documents.

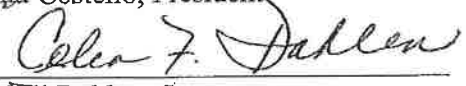
SIGNED on this 29th day of June, 2015.

PEBBLE BROOKS PROPERTY OWNERS
ASSOCIATION, INC.

BY:


Eugenia Costello, President

ATTEST:


Carol F. Dahlen, Secretary

CEZIA F.

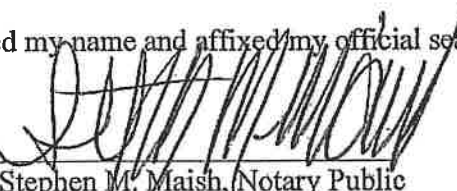
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of June, 2015, personally appeared Eugenia Costello and ~~Paul~~ Dahlen, as President and Secretary, respectively, of the Pebble Brooks Property Owners Association, Inc., who signed the foregoing Second Amendment to Declarations and Restrictions for Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, Phases One, Two, and Three on behalf of the Pebble Brooks Property Owners Association, Inc. as their free and voluntary act on behalf of said Pebble Brooks Property Owners Association, Inc.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on this 29th day of June, 2015.

My Commission Expires:

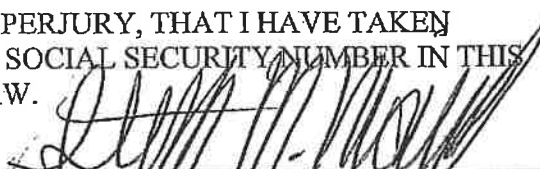
11-12-2022

Signature: 

Printed: Stephen M. Maish, Notary Public
Resident of Lake County, Indiana

Preparer's Certification

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.


Stephen M. Maish, Attorney at Law (Preparer)

THIS INSTRUMENT PREPARED BY: Stephen M. Maish, Indiana Attorney No. 9863-45
Maish & Mysliwy, Attorneys at Law
53 Muenich Court
Hammond, Indiana 46320.

AFTER RECORDING MAIL TO: Stephen M. Maish
Maish & Mysliwy, Attorneys at Law
53 Muenich Court
Hammond, Indiana 46320

**EXHIBIT A
TO
SECOND AMENDMENT TO
DECLARATIONS AND RESTRICTIONS
FOR PEBBLE BROOKS,
A PLANNED UNIT DEVELOPMENT
IN CROWN POINT, INDIANA,
PHASES ONE, TWO, AND THREE**

Legal Description

Phase One:

Lots (Tracts) 1 to 9 both inclusive, and Out Lots A, B, C, D, E and F, in Phase One, Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, as shown in Document No. 91019913 recorded on April 25, 1991 in Plat Book 069, page 39, in the Office of the Recorder of Lake County, Indiana.

Lot (Tract) 1 Parcel Numbers: 45-12-33-201-002.000-029; 45-12-33-201-003.000-029;
45-12-33-201-004.000-029; 45-12-33-201-005.000-029;
Lot (Tract) 2 Parcel Numbers: 45-12-33-201-006.000-029; 45-12-33-201-007.000-029;
45-12-33-201-008.000-029; 45-12-33-201-009.000-029;
Lot (Tract) 3 Parcel Numbers: 45-12-33-204-003.000-029; 45-12-33-204-004.000-029;
45-12-33-204-005.000-029; 45-12-33-204-006.000-029;
Lot (Tract) 4 Parcel Numbers: 45-12-33-204-007.000-029; 45-12-33-204-008.000-029;
45-12-33-204-009.000-029; 45-12-33-204-010.000-029;
Lot (Tract) 5 Parcel Numbers: 45-12-33-204-011.000-029; 45-12-33-204-012.000-029;
45-12-33-204-013.000-029; 45-12-33-204-014.000-029;
Lot (Tract) 6 Parcel Numbers: 45-12-33-203-011.000-029; 45-12-33-203-012.000-029;
45-12-33-203-013.000-029; 45-12-33-203-014.000-029;
Lot (Tract) 7 Parcel Numbers: 45-12-33-203-008.000-029; 45-12-33-203-009.000-029;
45-12-33-203-010.000-029;
Lot (Tract) 8 Parcel Numbers: 45-12-33-203-005.000-029; 45-12-33-203-006.000-029;
45-12-33-203-007.000-029;
Lot (Tract) 9 Parcel Numbers: 45-12-33-203-002.000-029; 45-12-33-203-003.000-029;
45-12-33-203-004.000-029;
Out Lot Parcel Numbers: 45-12-33-201-001.000-029; 45-12-33-204-001.000-029;
45-12-33-203-001.000-029; 45-12-33-201-010.000-029;
45-12-33-202-001.000-029; 45-12-33-204-002.000-029;

Phase Two:

Lots (Tracts) 10 to 19 both inclusive, and Out Lots A, B, C, D, and E, in Phase Two,

Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, as shown in Document No. 92074151 recorded on November 23, 1992 in Plat Book 72, page 36, in the Office of the Recorder of Lake County, Indiana.

Lot (Tract) 10 Parcel Numbers: 45-12-33-201-011.000-029; 45-12-33-201-012.000-029; 45-12-33-201-013.000-029;
Lot (Tract) 11 Parcel Numbers: 45-12-33-201-015.000-029; 45-12-33-201-016.000-029; 45-12-33-201-017.000-029; 45-12-33-201-018.000-029;
Lot (Tract) 12 Parcel Numbers: 45-12-33-203-016.000-029; 45-12-33-203-017.000-029; 45-12-33-203-018.000-029; 45-12-33-203-019.000-029;
Lot (Tract) 13 Parcel Numbers: 45-12-33-203-020.000-029; 45-12-33-203-021.000-029; 45-12-33-203-022.000-029; 45-12-33-203-023.000-029;
Lot (Tract) 14 Parcel Numbers: 45-12-33-203-024.000-029; 45-12-33-203-025.000-029;
Lot (Tract) 15 Parcel Numbers: 45-12-33-203-026.000-029; 45-12-33-203-027.000-029; 45-12-33-207-013.000-029; 45-12-33-207-014.000-029;
Lot (Tract) 16 Parcel Numbers: 45-12-33-207-009.000-029; 45-12-33-207-010.000-029; 45-12-33-207-011.000-029; 45-12-33-207-012.000-029;
Lot (Tract) 17 Parcel Numbers: 45-12-33-207-005.000-029; 45-12-33-207-006.000-029; 45-12-33-207-007.000-029; 45-12-33-207-008.000-029;
Lot (Tract) 18 Parcel Numbers: 45-12-33-207-001.000-029; 45-12-33-207-002.000-029; 45-12-33-207-003.000-029; 45-12-33-207-004.000-029;
Lot (Tract) 19 Parcel Numbers: 45-12-33-206-002.000-029; 45-12-33-206-003.000-029; 45-12-33-206-004.000-029; 45-12-33-206-005.000-029;
Out Lot Parcel Numbers: 45-12-33-206-001.000-029; 45-12-33-207-015.000-029; 45-12-33-203-015.000-029; 45-12-33-201-014.000-029; 45-12-33-205-001.000-029;

Phase Three:

Lots (Tracts) 20 to 30 both inclusive, and Out Lots A, B, C, in Phase Three, Pebble Brooks, a Planned Unit Development in Crown Point, Indiana, as shown in Document No. 93055405 recorded on August 24, 1993 in Plat Book 74, page 25, in the Office of the Recorder of Lake County, Indiana.

Lot (Tract) 20 Parcel Numbers: 45-12-33-208-001.000-029; 45-12-33-208-002.000-029; 45-12-33-208-003.000-029; 45-12-33-208-004.000-029;
Lot (Tract) 21 Parcel Numbers: 45-12-33-208-005.000-029; 45-12-33-208-006.000-029; 45-12-33-208-007.000-029; 45-12-33-208-008.000-029;
Lot (Tract) 22 Parcel Numbers: 45-12-33-208-009.000-029; 45-12-33-208-010.000-029; 45-12-33-208-011.000-029; 45-12-33-208-012.000-029;
Lot (Tract) 23 Parcel Numbers: 45-12-33-208-013.000-029; 45-12-33-208-014.000-029; 45-12-33-208-015.000-029; 45-12-33-208-016.000-029;
Lot (Tract) 24 Parcel Numbers: 45-12-33-208-017.000-029; 45-12-33-208-018.000-029; 45-12-33-208-019.000-029; 45-12-33-208-020.000-029;
Lot (Tract) 25 Parcel Numbers: 45-12-33-210-002.000-029; 45-12-33-210-003.000-029; 45-12-33-210-004.000-029;

Lot (Tract) 26 Parcel Numbers: 45-12-33-210-005.000-029; 45-12-33-210-006.000-029;
45-12-33-210-007.000-029;
Lot (Tract) 27 Parcel Numbers: 45-12-33-210-008.000-029; 45-12-33-210-009.000-029;
45-12-33-210-010.000-029; 45-12-33-210-011.000-029;
Lot (Tract) 28 Parcel Numbers: 45-12-33-210-012.000-029; 45-12-33-210-013.000-029;
45-12-33-210-014.000-029;
Lot (Tract) 29 Parcel Numbers: 45-12-33-212-002.000-029; 45-12-33-212-003.000-029;
45-12-33-212-004.000-029; 45-12-33-212-005.000-029;
Lot (Tract) 30 Parcel Numbers: 45-12-33-212-006.000-029; 45-12-33-212-007.000-029;
45-12-33-212-008.000-029;
Out Lot Parcel Numbers: 45-12-33-208-021.000-029; 45-12-33-210-001.000-029;
45-12-33-212-001.000-029; 45-12-33-209-001.000-029;
45-12-33-211-001.000-029;