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FIRST AMENDED AND RESTATED DEDICATION AND  
DECLARATION OF RESTRICTIONS, RESERVATIONS,  
CONDITIONS, LIMITATIONS, EASEMENTS AND PROTECTIVE  
COVENANTS AFFECTING TITLE TO SIERRA RIDGE  
COMMUNITY PLANNED RESIDENTIAL UNIT DEVELOPMENT

**FIRST AMENDED AND RESTATED DEDICATION AND DECLARATION OF  
RESTRICTIONS, RESERVATIONS, CONDITIONS, LIMITATIONS,  
EASEMENTS, AND PROTECTIVE COVENANTS AFFECTING TITLE TO  
SIERRA RIDGE COMMUNITY PLANNED RESIDENTIAL UNIT  
DEVELOPMENT**

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THIS INDENTURE WITNESSETH, THAT;

WHEREAS, QUAIL CROSSING COMMUNITY, L.L.C., a Michigan limited liability company previously authorized to do business in the State of Indiana, of 1320 Ladd Road, Walled Lake, Michigan 48390 (the original "Declarant" being the prior owner of all of the real estate included within Sierra Ridge Community Planned Residential Unit Development, a development located in Boon Township, Warrick County, Indiana, the plat of which said development was recorded on the 18th day of October, 1996 as Instrument Number 1996R-009987, in the Office of the Recorder of Warrick County, Indiana, and;

WHEREAS, the Original Developer developed a portion of the planned unit development set out in the original plat dated October 18, 1996 as Document No. 1996R-009987, being Lots 1, 1A, 2, 2A, 3, 3A, 7, 7A, 8, 8A, 9, 9A, 16, 16A, 17, 17A, 35, 35A, 36 and 36A as shown on the re-plat referred to herein; and

WHEREAS, the Original Developer defaulted on further development, and ultimately, the remaining real estate in the development was conveyed and transferred to The Private Bank with officers at 120 S. LaSalle Street, Chicago, Illinois 60603; and

WHEREAS, the current marketing plan for the remaining real estate calls for larger lots to enable single-level living quarters in lieu of two-storied units; and The Private Bank and the residents of the development are desirous of reconfiguring the remaining real estate into a new plat to be filed and approved by the Warrick County Area Planning Commission while at the same time leaving the developed lots, which shall also be subject to these covenants; and

WHEREAS, the residents and The Private Bank enter into these restated covenants to aid in fulfilling the marketing plan, hopefully leading to full development of the Planned Unit.

NOW, THEREFORE, the undersigned do hereby amend, restate, make and establish the following restrictions, reservations, conditions, and protective covenants for the use and occupancy of the lots and lands comprising said development which said restrictions, reservations and protective covenants shall run with the title to said real estate and shall be binding upon all owners of the lots and lands included within said development all in the manner and to the extent hereinafter set forth, to-wit:

1. Definitions. Unless otherwise specified herein to the contrary, the following terms shall have the following meanings in and for the purposes of this Declaration:

"Applicable Date" means the earliest of ten (10) years after the date of recording

hereof or (b) six (6) months after seventy-five percent (75%) of the Lots have been conveyed to Owners. For purposes of determining the applicable date, "Owners" shall not include Lots held by The Private Bank.

"Association" means the association of the Owners of the Development to be known as Sierra Ridge Community Owners Association, Inc., more particularly described in Paragraph 11 hereof.

"Board of Directors" or "Board" means the governing body of the Association, referred to in the By-Laws or subsequent Board of Directors elected by the Owners in accordance with the By-Laws.

"Builder" shall mean a builder or builders who shall be designated and approved by The Private Bank and the Association for the purpose of building the Dwelling Units.

"By-Laws" means the By-Laws of the Association, as amended from time to time, providing for the administration and management of the Property.

"Constitutional Majority" means those Owners eligible to cast not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote eligible to be cast by the Owners.

"Common Areas" means the common areas and facilities defined in Paragraph 5 of this Declaration.

"Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, improvement, repair and replacement of the Common Areas and Limited Areas (to the extent provided herein), for insurance coverage of the Common Areas and Limited Areas, and all sums lawfully assessed against the Owners by the Association or as declared in this Declaration or the By-Laws.

"Declaration" means this Dedication and Declaration of Restrictions, Reservations, Conditions, Limitations and Easements, and Protective Covenants Affecting Title to Sierra Ridge Community Planned Residential Unit Development and any and all amendments thereto as required or permitted by this Declaration.

"Development" shall mean Sierra Ridge Community Planned Residential Unit Development, a planned residential unit development located in Boon Township, Warrick County, Indiana, as per the Plat, and as per the plat as amended.

"Dwelling" or "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage, which individual living unit being more particularly described and identified on the Plans.

"Insurance Trustee" means such bank with trust powers authorized to do business in Indiana, as the Board of Directors may designate for the custody and disposition as herein or in the By-Laws provided, of insurance proceeds and condemnation awards.

"Ironwood Developers, LLC" means Ironwood Developers, LLC an Indiana limited liability company with its offices located in Warrick County, Indiana and its successor, if any.

"Limited Areas" means the limited common areas and facilities defined in Paragraph 6 of this Declaration.

"Lot" shall mean any of the lots already developed and those numbered one (1) through and including thirty-nine, exclusive of streets, roadways, and common areas, as identified on the Plat and the Amendment and as more particularly described in the deed of said Lot to an Owner.

"Majority of Owners" and "Majority of the Percentage Vote" means the Owners entitled to cast more than fifty percent (50%) of the Percent Votes in accordance with the applicable percentages set forth in this Declaration.

"Mortgaged Unit" means a Lot and/or Dwelling Unit that is subject to the lien of a mortgage held, insured or guaranteed by a Mortgagee.

"Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on a Dwelling Unit who has requested notice in accordance with the provisions of the By-Laws.

"Owner" means a Person who or which owns the fee simple title to a Lot, but excluding those having such interests merely as security for the performance of an obligation and excluding the Developer.

"Original Developer" or "Original Declarant" means Quail Crossing Community, L.L.C., a Michigan limited liability company authorized to do business in the State of Indiana, of 1320 Ladd Road, Walled Lake, Michigan 48390, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder. The Private Bank with the oversight of the Association will provide for development of the remaining real estate in the Development.

"Percentage Interest" means the percentage of undivided interest in the Common Areas and Limited Areas owned by the Association as specifically expressed in Paragraph 7 of this Declaration.

"Percentage Vote" means that percentage of the total vote accruing to all of the Owners as set forth in Paragraph 7 herein.

"Person" means an individual, firm, corporation, partnership, association, trust, limited liability company, or other legal entity, or any combination thereof.

"Plan A" means the as built floor and building plans and elevations, substantially in the form of Exhibit A attached hereto and made a part hereof, of the Dwelling Units to be constructed on Lots identified as 1 and 1A, 2 and 2A, 3 and 3A, 17 and 17A.

of the structure and footprint for the foundation for all future buildings to be located on the development.

All future floor and building plans and elevations, subject to the approval of the Board of Directors or its designee.

"Plans" means Plan A and Plan B collectively.

"Plat" shall mean the approved plat of the Development recorded in the office of the Recorder of Warrick County, Indiana on the 18th day of October, 1996 as Instrument Number 1996R-009987, as amended or clarified the 4<sup>th</sup> day of August, 2016 as Instrument No. 2016R-007241.

"Property" means the Tract and appurtenant easements, the Lots, Dwelling Units, Common Areas, Limited Areas and all other improvements and property of every kind and nature whatsoever, real or personal, located upon the Tract and used in connection with the operation, use and enjoyment of the Development.

"Restoration" means construction, reconstruction, building, or rebuilding to not less than the same condition immediately prior to any loss, damage or destruction with the same type of architecture and using, when appropriate, new materials of substantially the same or similar kind, color and quality.

"Restrictions", "hereof", "herein" and words of similar import have reference to this instrument as a whole and not to any particular section, subsection, paragraph, or clause of this instrument and shall mean to this instrument and the restrictions, conditions, limitations, easements, and protective covenants, as set forth in this instrument, as amended.

"Tract" means the real estate described in Exhibit C attached hereto and made a part hereof.

All headings set forth above and hereinafter are included for convenience of reference only and shall not affect the interpretation hereof. The singular, when used herein, includes the plural, the singular and any gender shall include all other genders.

2. Use of Lots. All Lots in the Development shall be known, described and used for residential purposes only. Only a Dwelling Unit may be erected on a Lot. All plans and specifications are to be approved by the Sierra Ridge Community Owners Association Board of Directors or its designated committee for building approval.

3. Description of Dwelling Units. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot in the Development other than Dwelling Units constructed substantially in accordance with Plan A, Plan B or Plan C, whichever is applicable to a specific Lot. In addition, all Dwelling Units to be constructed after the recording of these amended and restated covenants are:

amended and restated covenants are:

- (a) required to be approved by the Sierra Ridge Community Owners Association Board of Directors (SRCOA) or its designee after submission of all plans and specifications for each dwelling;
- (b) required to have exterior elevations similar to existing structures in the development and with multiple gables;
- (c) prohibited from having a hip-style roof line;
- (d) required to have all exteriors be at least 85% brick or stone;
- (e) prohibited from having painted brick;
- (f) required to have a deck or patio which does not exceed 20 feet by 24 feet;
- (g) required to have all landscaping similar to existing landscaping of other units and to be installed promptly upon completion of the structure and required that all lawn be completely sodded with irrigation systems installed and connected to the existing systems in the development;
- (h) as to single-level (ranch-style) structures, required to have 1,600 square feet minimum;
- (i) as to two-level structures, required to have a minimum of 1,200 square feet on the ground floor and a total of 2,000 square feet on both levels;
- (j) required to have a two- or three-car garage either on the front or side exterior of the structure;
- (k) required to use only general contractors that have been approved by the Board of Directors; and
- (l) required to be completed within six months.

4. Legal Description. Each Lot is identified on the Plat and Amended Plat by a distinct number which identifies the Lot and is more particularly described in the deed of said Lot to an Owner.

5. Common Area and Facilities. "Common Areas" mean (a) the land portion of the Tract, including yards, landscaping, driveways, patios, sidewalks, woodland areas, exclusive of all Lots and all designated streets and roadways, as owned from time to time by the Association, (b) electricity, gas, water and sewer lines unless separately metered to a particular Dwelling Unit, (c) exterior lighting fixtures and electrical service lighting the Common Areas unless separately metered to a particular Dwelling Unit, (d) master television antenna or other telecommunication systems with connecting wiring and outlets

to each Dwelling Unit, if any, unless separately metered to a particular Dwelling Unit, (e) pipes, ducts, electrical wiring, plumbing and conduits and public utility lines that serve more than one Dwelling Unit, (f) the recreational facilities, if any, located on the Tract, and (g) such other property and land designated as such or as hereafter purchased by or contributed to the Association.

6. Limited Areas and Facilities. "Limited Areas" means those Common Areas and facilities of the Tract to which use thereof is limited as follows: patios, fences, driveways and sidewalks serving a particular Dwelling Unit to which there is direct access shall be limited to the use of the Dwelling Unit served by such facilities.

7. Ownership of Common Areas and Limited Areas and Percentage Interest. The Association shall own all Common Areas and Limited Areas. Each Owner shall have an interest in the Association equal to his Percentage Interest. Each Owner, by virtue of his membership in the Association, shall have an undivided interest in the Common Areas and Limited Areas, as owned by the Association from time to time, equal to his Percentage Interest. The Percentage Interest of each Owner shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Lots conveyed to Owners, as such Percentage Interest is redetermined from time to time dependent upon the number of Lots conveyed to Owners from time to time.

The Percentage Interest of each Owner shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Development and the Association upon which the Owners are entitled to vote.

Each Owner of a Lot by acceptance of a deed thereto further acknowledges, consents and agrees, the following rights and conditions shall be applicable:

(a) Upon the occurrence of the conveyance of a Lot to an Owner, the Percentage Interest of each Owner shall automatically be deemed to be released and divested from each Owner and reconveyed and reallocated among the Owners as set forth herein.

(b) Upon the occurrence of the reconveyance and reallocation of the Percentage Interest as set forth herein, all liens, including, but not limited to mortgage liens, shall be released as to the prior applicable Percentage Interest described in this Declaration and shall attach to the reallocated Percentage Interest.

(c) Each deed, mortgage or other instrument affecting a Lot, upon each conveyance of a Lot to an Owner, shall be deemed given subject to the limitation that the Percentage Interest shall be divested to the reduced or increased Percentage Interest and vested among the other Owners, mortgagees and others owning interest in the Lots in accordance with the recalculated Percentage Interest.

(d) The recalculation of Percentage Interests shall not alter the amount of a lien for Common Expenses assessed to a Lot already due and owing prior to such reallocation.

(e) The right of reallocation of the Percentage Interest is hereby reserved by the Developer in each such deed, mortgage and other instrument of a Lot.

(f) The Percentage Interest in the Common Areas owned by the Association shall include any additional Commons Areas conveyed to or purchased by the Association. Each deed, mortgage, or other instrument affecting a Lot shall be deemed to include such additional Common Areas.

(g) Each Owner shall have perpetual easement for the use of all Common Areas conveyed to or purchased by the Association.

8. Encroachments and Easements. If, by reason of the location, construction, Restoration, settling or shifting of a Dwelling Unit, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit or Lot, then in such event, an easement shall be deemed to exist and run to the Owners and/or the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

If, by reason of the location, construction, Restoration, settling or shifting of a Dwelling Unit, any Dwelling Unit shall hereafter encroach upon any Common Area or Limited Area, an easement shall be deemed to exist and run to the Owner of said Dwelling Unit for the maintenance, use and enjoyment of such Dwelling Unit.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, common walls and other common facilities located in any of the other Lots or Dwelling Units and serving his Lot or Dwelling Unit, including any common or structural walls located between two Dwelling Units.

Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Dwelling Unit and any Limited Areas designated for use in connection therewith. Such rights shall be appurtenant to and pass with the title to each Lot.

Subject to the restrictions set forth in Section 12 herein, each Owner shall have a reciprocal easement in and to any common Lot line with an adjoining Owner and in and to any common wall with an adjoining Dwelling Unit.

The Association and its designated agents shall have an easement over, upon and across the Lots, exclusive of any Dwelling Unit, for the purposes of maintenance, repair, upkeep, replacement, improvement, and administration as set forth herein.

9. Casualty and Restoration.

(a) Casualty and Restoration of Common Areas and Limited Areas.

(i) The Association shall purchase casualty and public liability insurance policies upon the Common Areas and Limited Areas in such amounts and with such coverages as determined by the Board of Directors of the Association for the benefit of the Association and Owners and their mortgagees, as their interests may appear. Premiums upon insurance policies purchased by the Association shall be a Common Expense.

(ii) In the event that there is damage or destruction to the Common Areas or Limited Areas, then the Association shall promptly cause Restoration to be performed on said Common Areas or Limited Areas in accordance with this Declaration and the Plat. The proceeds of insurance carried by the Association shall be applied to the cost of Restoration. If the insurance proceeds, are not adequate to cover the cost of Restoration, or in the event there are no proceeds, the cost for restoring the damage shall be paid by all of the Owners based on their Percentage Interest. If any Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail to do so) complete the Restoration and pay the cost thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting Owners Lot and/or Dwelling Unit and may be foreclosed in the same manner as provided for the lien for Common Expense.

(b) Casualty and Restoration of Dwelling Units. Each Owner of a Dwelling Unit shall be responsible for carrying property and casualty insurance covering the Owner's Dwelling Unit in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against loss or damage by fire and other hazards or disasters and such other risks as are customarily covered. In the event that all or less than all of a Dwelling Unit is destroyed by the occurrence of fire or by other cause, then the Owner of said Dwelling Unit shall promptly cause repairs and Restoration to be performed to said Dwelling Unit in accordance with this Declaration and the original Plans and specifications. In the event the insurance proceeds received by the Owner are not adequate to cover the cost of repair and Restoration, or in the event there are no insurance proceeds, the cost of all repairs and Restoration to the Dwelling Unit shall be at the sole cost and expense of the Owner. The repair and Restoration of any Dwelling Unit shall be performed to as near as possible the same condition, using the same or substantially similar exterior materials (including substantially similar colors) as existed immediately prior to the damage or destruction and in accordance to the applicable Plans. Repairs and Restoration shall commence within six (6) months after the date of such damage or destruction.

10. Condemnation. If at any time all or any part of the Common Areas or Limited Areas or a Lot or Dwelling Unit shall be taken or condemned by any Person with the power of eminent domain or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall be applicable:

(a) Representation. The Association, or the Insurance Trustee, if so appointed by the Association, shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority. Each Owner hereby appoints the Association or its designee as attorney-in-fact for the purposes described in this subparagraph. Notwithstanding the above, each Owner of a Dwelling Unit and/or Lot subject to condemnation shall have the right to approve in writing any settlement or agreement being contemplated by the Association or its designee as attorney-in-fact with respect to the Owner's Lot or Dwelling Unit, which approval must be received by the Association or its designee as attorney-in-fact prior to settlement or agreement and which approval shall not be unreasonably withheld by Owner. Prior approval of each Owner shall not be required with respect to Common Areas and Limited Areas.

(b) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Insurance Trustee as trustee for all Owners and their Mortgagees according to their respective interests therein, which interest may not be equal with respect to the Dwelling Units.

(c) Apportionment of Condemnation Award. The Condemnation Award shall be apportioned among the Owners and paid into separate accounts representing each Owner's respective interest as follows:

(i) the respective amount allocated to the taking of or injury to a particular Dwelling Unit and/or improvements an Owner has made within his own Dwelling Unit shall be apportioned to the Owner of said Dwelling Unit;

(ii) the total amount allocated to the taking of or injury to the Common Areas and Limited Areas shall be apportioned among the Owners in proportion to their respective Percentage Interests;

(iii) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Insurance Trustee determines to be equitable in the circumstances.

Each such account shall remain in the name of the Insurance Trustee and shall be further identified by the legal description of the Lot and the name of the Owner. From each separate account the Insurance Trustee shall use and disburse the total amount of such accounts, without contribution from one account to the other, first

be deducted therefrom and paid or applied by the Insurance Trustee as appropriate such Owner's pro-rata share of the expenses of the Insurance Trustee, next to the payment of valid tax and special assessment liens on the Lot and Dwelling Unit in favor of any governmental taxing or assessing authority, next to payment of any assessments made pursuant to this Declaration or the By-Laws, next to other holders or liens or encumbrances on the Dwelling Unit in the order of priority of their liens, and the balance remaining, if any, to each respective Owner.

If any allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Insurance Trustee shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by the Insurance Trustee by checks payable jointly to the respective Owners and their respective Mortgagees, provided that, with respect to an Owner whose Dwelling Unit was taken or condemned there shall first be deducted therefrom and paid or applied by the Insurance Trustee as appropriate such Owner's pro-rata share of the expenses of the Insurance Trustee, the amounts of any valid tax or special assessment lien in favor of any governmental taxing or assessing authority and any assessments made pursuant to this Declaration or the By-Laws.

(d) Reorganization. In the event a partial taking results in the taking of a complete Dwelling Unit and/or Lot, and there is no repair or Restoration as provided herein, the Owner thereof shall automatically cease to be a member of the Association. Thereafter, the Board of Directors shall reallocate to the remaining Owners, pro-rata, the Percentage Interest and Percentage Vote of such Owner. Such reallocation shall be submitted by the Board of Directors to the Owners of the remaining Dwelling Units for approval by a Constitutional Majority thereof and appropriate amendment of this Declaration, but any such amendment to be effective must be approved by the Majority of Owners.

(e) Restoration and Repair. Anything to the contrary in this Paragraph 10 notwithstanding, in the event that less than the entire Common Areas and Limited Areas is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof and any Common Area or Limited Area may reasonably be restored or repaired, as determined by an independent licensed architect or engineer employed by the Board of Directors for making such determination, the amount, if any, of the Condemnation Award allocable to the taking of or injury to the Common Areas and Limited Areas and to severance damages shall be applied to the cost of Restoration or repair of such Common Area and/or Limited Area, and the amount, if any, allocable to the taking of or injury to a particular Dwelling Unit that may be restored or repaired shall be applied to the cost of such Restoration or repair. If any amount of the Condemnation Award then remains, such amount shall be allocated and disbursed in accordance with the provisions of subparagraph (c) above. If the amount of the Condemnation Award is insufficient to cover the cost of any such Restoration or repair, the cost for restoring shall be paid by all of the Owners of the Dwelling Units and/or Lots based on their Percentage Interest. If any Owner, or Owners, refuses or fails to

make the required payments, the other Owners shall (or the Association, if such other Owners fail to do so) complete the Restoration and pay the cost thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting Owner's Dwelling Unit and may be foreclosed in the same manner as provided for the lien for Common Expense.

11. Association of Owners. The ownership, maintenance, repair, upkeep, replacement, improvement, administration, management and operation of the Common Areas, including the Limited Areas, exclusive of any Dwelling Units, shall be by the Association. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member until such time as he is no longer an Owner. Membership shall terminate when such Person ceases to be an Owner, and will be transferred to the new Owner of the Dwelling Unit or Lot. No Owner may waive his right to be a member of the Association nor terminate his membership in the Association.

Further, the Association shall maintain, repair, upkeep, replace, improve, administer and manage any portion of a driveway, patio, front walk, yard and landscaping that may exist on any Lot.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Directors.

An individual designated by an Owner that is not a natural Person shall be deemed a member of the Association for the purpose of qualifying for membership on the Board of Directors.

The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas and Limited Areas (except to the extent herein or in the By-Laws otherwise provided).

12. Covenants and Restrictions.

(a) The covenants and restrictions applicable to the use and enjoyment of the Lots, Dwelling Units, Common Areas and Limited Areas are set forth herein and in the By-Laws, including the limitation that each of the Lots and Dwelling Units shall be limited to residential use. The covenants and restrictions set forth herein are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by an Owner, or the Association. The Declarant, present or future Owners, and the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for the injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

(b) Restrictions on Use. The following restrictions on the use and enjoyment of the Lots and Dwelling Units, Common Areas, Limited Areas, streets and roadways and shall be applicable to the Development:

(i) All Dwelling Units shall be used exclusively for residential purposes and for single family use and not for any business, commercial or industrial use, excepting Declarant specifically reserves the right for Declarant or a Builder to occupy and maintain a Dwelling Unit as a sales office or sales area.

(ii) No buildings shall be erected or located on the Tract other than the Dwelling Unit on the Lot, excepting a Builder who reserves the right to maintain a mobile office for construction, marketing or management.

(iii) Nothing shall be done or kept in any Lot or Dwelling Unit or in the Common Areas, Limited Areas or Property that will cause an increase in the rate of insurance on any Lot or Dwelling Unit or the contents thereof. No Owner shall permit anything to be done or kept on his Lot or Dwelling Unit or in the Common Areas or Limited Areas or on the Tract that will result in a cancellation of insurance on any Lot and Dwelling Unit or any part of the Common Areas, Limited Areas or Tract or the contents thereof, or that would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(iv) No nuisance shall be permitted and no waste shall be committed in any Lot or Dwelling Unit, Common Areas, Limited Areas or the Tract.

(v) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls or balcony of any Dwelling Unit, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or be placed upon the exterior wall or roofs or any other parts of any Dwelling Unit without the prior written consent of the Board of Directors of the Association; provided, however, Owners may install satellite dishes which are no larger than twenty (20) inches in diameter provided that each such Owner obtains prior written approval from the Board of Directors of the Association with respect to the location of the installation of such satellite dish. Interior window and door drapes or coverings shall be of a neutral translucent color and texture or of the same color or the exterior facade surrounding the window or door.

(vi) Nothing shall be done or permitted on any Lot or Dwelling Unit that will impair the structural integrity of any Dwelling Unit or that would structurally change any Dwelling Unit or that would affect the exterior appearance of any Lot or Dwelling Unit, except as otherwise provided in the Declaration or these By-Laws. Nothing shall be done or permitted on any Lot or Dwelling Unit that would interfere with the equal and common use and enjoyment by an Owner of an adjoining Dwelling Unit of any common wall or

other such common structure. No Lot or Dwelling Unit shall be used in any unlawful manner or in any manner that might cause injury to the reputation of the Development or that might be a nuisance, annoyance, inconvenience or damage to other Owners or occupants of any Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of and loud speakers, electrical equipment, amplifiers or other equipment or machines or loud person.

(vii) The exterior of the Dwelling Unit, Common Areas and Limited Areas shall all be kept free and clear of rubbish, debris and other unsightly materials. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Lot, Dwelling Unit, Common Areas, Limited Areas or the Tract.

(viii) All Owners, guests, tenants or invitees, and all occupants of any Dwelling Unit or other Persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lots and Dwelling Units, the Common Areas, Limited Areas and the Tract; including but not limited to, rules relating to the keeping of animals, the parking or storage of vehicles or trailers and other matters incidental to the use of the Lots, Dwelling Units, Common Areas, Limited Areas or the Tract.

(ix) No Owner shall be allowed to plant trees, landscaping or do any gardening in any of the Common Areas, Limited Areas or the Tract, except with express written permission from the Board of Directors of the Association.

(x) No Owner shall be allowed to place or cause to be placed in the Common Areas or the Tract, with the exception of the Limited Areas, any furniture or objects of any kind, without the prior written consent of the Board of Directors of the Association.

(xi) All garbage, trash and refuse shall be stored in appropriate containers inside the Dwelling Unit (including the garage) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection.

(xii) No "for sale," "for rent" or "for lease" signs or other advertising display shall be maintained or permitted on the property without the prior written consent of the Board except that the right to place or display such signs is reserved for the purposes of advertising for sale unsold or unoccupied Lot and Dwelling Units. No such signs shall be in excess of six (6) square feet in total size.

(xiii) No vehicle shall be regularly or habitually parked on any street or the Common Areas and Limited Areas. No van, camper, boat, motor home, trailer, truck or other similar vehicles shall be stored overnight or longer on any street, roadway, Common Areas, Limited Areas or the Tract. No Owner shall cause or permit the restoration or repair of any such vehicle on any street, roadway, Common Areas, Limited Areas or the Tract.

(xiv) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, Dwelling Unit, Common Areas, Limited Areas, or the Tract except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, do not in the aggregate exceed three (3) in number, and do not exceed thirty-five (35) pounds in weight each. All such pets must be maintained and housed within the boundaries of the Dwelling Unit. No such pets may be outside a Dwelling Unit unless such pet is on a leash and accompanied by the owner of said pet. Owners of any such pets shall be responsible to immediately collect all pet wastes.

(xv) No fence, wall, hedge or shrub shall be installed or maintained on the Lot, Dwelling Unit, Common Areas or Limited Areas unless same is installed or maintained for all Lot and Dwelling Units on the Tract by the Association.

(xvi) No electric bug killer, "zapper" or other similar device shall be installed at any location on any Lot or the Common Areas or Limited Areas.

(xvii) Sales of personal property on the premises by "garage sales", "patio sales" and similar type sales to the general public are prohibited, unless approved by the Board of Directors of the Association.

(xviii) No lighting shall be installed on the exterior of a Lot or Dwelling Unit Without the prior written consent of the Board of Directors of the Association, unless such lighting is installed by Builder during original construction of a Dwelling Unit.

(xix) There shall be no discharge of any firearms or the like on the Tract.

(xx) Only mailboxes approved by the Board shall be permitted and shall be installed at locations determined by the Board and each Owner shall purchase said mailbox upon closing of the purchase of a Lot.

(xxi) Barbecues, grills, wood piles and the like shall only be permitted on the Limited Areas located at the rear exterior of a Dwelling Unit.

(xxii) Common Areas and Limited Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the

provisions of the Declaration, these By-Laws and the rules and regulations from time to time adopted by the Board.

(xxiii) The Association shall have no right of first refusal to purchase any Lot or Dwelling Unit which an Owner wishes to sell and an Owner may sell his Lot and Dwelling Unit free of any such restriction.

(c) Restrictions, Rules and Regulations of Quail Crossing Golf Community. Owners shall be subject to all applicable restrictions, rules and regulations that apply to owners of real estate located in Quail Crossing Golf Community as more particularly described in that certain Declaration of Conditions, Reservations, Restrictions and Protective Covenants Affecting Lots in Quail Crossing Golf Community, filed in the Office of the Recorder of Warrick County, Indiana, on the 23rd day of October 1996, as Instrument Number 1996R-010124, including being a member of any owners association and subject to any assessments and expenses thereof. In the event a restriction, rule or regulation (with the exception of any assessments and expenses) applicable to Quail Crossing Golf Community is directly in conflict with any restriction, rule or regulation set forth in this Declaration, the restrictions, rules and regulations set forth in this Declaration shall apply and shall supersede all other restrictions.

13. Assessments. Expenses for the administration of the Association and expenses for the upkeep, maintenance, improvement, repair and replacements of the Common Areas and Limited Areas or as otherwise provided herein, for insurance coverage of the Common Areas and Limited Areas and such other expenses as may be so designated in this Declaration, the By-Laws or by the Board of Directors, shall be deemed and considered Common Expenses. Assessment of Common Expenses shall be made in the manner provided for herein and in the By-Laws. Each Owner's share of the Common Expenses shall be the same as his Percentage Interest. No Owner may exempt himself from liability for contribution for Common Expenses by a waiver of his use or enjoyment of any of the Common Areas, by attempting to waive his right to be a member of the Association or by abandonment of his Dwelling Unit or Lot. The assessment levied by the Association may be used for all things necessary and desirable in the opinion of the Board of Directors.

The Association shall have a lien upon the estate or interest of each Owner in his Dwelling Unit and Lot for the payment of unpaid assessments charged against said Owner. Such lien may be filed and foreclosed by action of the Board of Directors for and on behalf of the Association, enforceable as other liens against real estate are enforced, together with costs, interest and attorneys fees.

Notwithstanding anything to the contrary contained in the Declaration or the By-Laws, any sale or transfer of a Lot or Dwelling Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any Person at a public sale in the manner provided by Jaw with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any assessments of Common Expenses as to such installments that became due prior to such sale, transfer or conveyance, but extinguishment of such lien

shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments thereafter becoming due.

14. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Owners at which the proposed amendment is considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors and/or by Owners having in the aggregate at least a majority of the Percentage Vote.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting of the Owners duly called and held in accordance with the provisions of the By-Laws.

(d) Restrictions and Amendments.

(i) Except as otherwise provided herein, the consent of a Constitutional Majority and the approval of the majority of Mortgagees shall be required to amend this Declaration.

(ii) The consent of a Constitutional Majority and the approval of the Majority of Mortgagees shall be required to amend materially any provisions of this Declaration, or equivalent organizational documents of the Development or to add any material provisions thereto which establish, provide for, govern, amend or regulate any of the following:

(A) voting;

(B) assessments, assessments liens or subordination of such liens;

(C) reserves for maintenance, repair and replacement of the Common Areas;

(D) insurance or fidelity bonds;

(E) rights of use of the Common Areas or Limited Areas;

(F) responsibility for maintenance and repair of the several portions of the Tract;

(G) the interest in the Common Areas or Limited Areas;

(H) leasing of Dwelling Units;

(I) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Dwelling Unit.

(iii) The consent of a Constitutional Majority and the approval of the Majority of Mortgagees shall be required to amend any provisions included in the Declaration, or equivalent organizational documents that are for the express benefit of Mortgagees.

(e) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association provided that any amendment requiring the consent of Declarant shall contain Declarant's signed consent. All amendments shall be recorded in the office of the Recorder of Warrick County, Indiana, and such amendment shall not become effective until so recorded.

15. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of a Lot and/or Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws of the Association as may be adopted from time to time, and the rules and regulations as adopted by Board of Directors, as each may be implemented, amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and rules and regulations as each may be implemented, amended or supplemented from time to time are accepted and ratified by such Owner, tenant, or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons whom may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Tract in any manner shall be subject to the Declaration, the By-Laws of the Association, and the rules and regulations applicable thereto as each may be implemented, amended or supplemented from time to time.

16. Maintenance and Alteration of Lots, Common Areas, Limited Areas and Dwelling Units. The Association shall maintain, repair and replace the Common Areas and the Limited Areas. Further, the Association shall maintain, repair, upkeep, replace, improve, administer and manage any portion of a driveway, patio, front walk, yard and landscaping that may exist on any Lot. With respect to his particular Dwelling Unit, each Owner shall maintain, repair and replace the Dwelling Unit or any part thereof at his sole cost and expense, including any portion of the Dwelling Unit that may be located on any part of the Common Areas or Limited Areas, including, but not limited to, overhangs, gutters, down spouts, porches, and air conditioning units. Owners of adjoining Dwelling Units shall jointly maintain the common wall between said Dwelling Units, exclusive of the interior surface of said common wall with respect to each Dwelling Unit, and exclusive of any

pipes, ducts, electrical wiring, conduits, plumbing, insulation and public utility lines within the common wall that serve a particular Dwelling Unit, the maintenance of which shall be performed by the Owner of the Dwelling Unit benefiting from same. Owners shall not paint, decorate or otherwise change the appearance of any portion of the exterior of a Dwelling Unit. Further, neither Owners nor the Association shall make any alteration or repair or do anything which would jeopardize the safety or soundness of any Dwelling Unit, without first obtaining the prior written approval by Owners of all Dwelling Units in which such work is to be performed and by the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in the State of Indiana shall be filed with the Association prior to commencement of any work. Notwithstanding the above, no alteration or repair may be made to a Lot or Dwelling Unit that is inconsistent with the terms of this Declaration or the By-Laws of the Association.

17. Granting and Amendment of Easements. The Board of Directors is granted the authority to grant such easements and to amend easements encumbering the Common Areas upon such terms and conditions and for such consideration as they deem appropriate.

18. Reservation of Rights to the Use of the Common Areas.

(a) Association shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Lots (exclusive of the Dwelling Units) and Common Areas, including, to the extent necessary, the Limited Areas, which easements shall extend to the purposes of installing, maintaining, repairing, replacing, relocating and otherwise serving utility and telecommunication equipment, facilities and installations to serve the Property, to provide access to and ingress and egress to and from the Property, to make such improvements to and within the Property as set forth herein, and to provide for the rendering of public and quasi-public services to the Property. The foregoing easement shall be a transferable easement and the Association may at any time and from time to time grant similar easements, rights or privileges to other Persons for the same purposes. By way of example, but not in limitation of the generality of the foregoing, the Association, and others to whom the Association may grant such similar easements, rights or privileges, may so use the Common Areas and, to the extent necessary, the Limited Areas, to supply utility and telecommunication services to the Property and to permit public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, and their personnel to enter upon and use the drives and streets, the Common Areas and, to the extent necessary, the Limited Areas of the Development in the performance of their duties.

(b) The Association further reserves an easement over, across, upon, along, in, through and under the Common Areas for purposes of implementing and satisfying any easement or restriction encumbering the Tract at the time of recordation of this Declaration.

19. Assessments and Limitation on Declarant's Liability for Assessments. Owners are obligated to contribute pro rata in the same percentages as their established Percentage Interest to the maintenance of the Common Areas and Limited Areas and replacement reserve fund to assure continuous and adequate maintenance of the Common Areas or Limited Areas, and the assessment procedures and the method of collection and enforcement set forth in the By-Laws of the Association.

20. Sale or Lease of Dwelling Unit by Owners.

(a) Lease. It is in the best interests of all the Owners that those persons residing in the Development have similar proprietary interests in their Dwelling Units and be Owners. For the purpose of maintaining the congenial and residential character of the Development, no Owner shall lease his Dwelling Unit or enter into any other rental or letting arrangement for his Dwelling Unit unless such lease is in writing. Any such lease shall be made explicitly subject to the terms of this Declaration and the By-Laws of the Association.

(b) Sale. The Association shall have no right of first refusal to purchase any Dwelling Unit which an Owner wishes to sell and an Owner may sell or lease his Dwelling Unit free of any such restriction.

21. Right of Action. The Association and any aggrieved Owner shall have a right of action against any Owner or Owners for failure to comply with the provisions of the Declaration, the By-Laws of the Association or any decision of the Association or its Board of Directors which are made pursuant to authority granted to the Association or its Board of Directors in such documents. Owners shall have a similar right against the Association.

22. Costs and Attorneys' Fees. In any proceeding arising because of failure of any Owner to make any payments required by this Declaration, the By-Laws of the Association, or to comply with any provision of the Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be implemented or amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

23. Waiver. No Owner may exempt himself from all liability for the Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit.

24. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the By-Laws of the Association shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or said By-Laws.

25. Rules of Interpretation. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly required the contrary, be deemed to refer to

27. Amendment. These amended and restated dedications and declaration of restrictions, reservations, conditions, limitations, easements and protective covenants are intended to supplement and supersede where applicable the original Declaration recorded February 10, 1997 and shall be applicable to Sierra Ridge Planned Residential Unit Development as set forth in Plat recorded October 18, 1996 as Instrument No. 1996R-009987 and Amended Plat recorded August 4, 2016 as Instrument No. 2016R-007241.

Amendments duly passed at the annual meeting of owners of Sierra Ridge Community Planned Residential Development with prior notice held on January 17, 2016 and approved by PB MI OREO, LLC, a subsidiary of The Private Bank.

**CERTIFICATE OF FIRST AMENDED AND RESTATED DEDICATION AND  
DECLARATION OF RESTRICTIONS, RESERVATIONS, CONDITIONS,  
LIMITATIONS, EASEMENTS, AND PROTECTIVE COVENANTS AFFECTING  
TITLE TO SIERRA RIDGE COMMUNITY PLANNED RESIDENTIAL UNIT  
DEVELOPMENT**

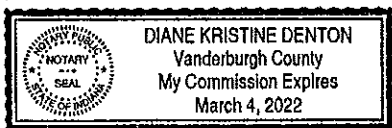
The undersigned, President of the Board of Directors of Sierra Ridge Community Owners Association, Inc., hereby certifies and represents that the foregoing First Amendment and Restated Dedication and Declaration of Restrictions, Reservations, Conditions, Limitations, Easements, and Protective Covenants Affecting Title to Sierra Ridge Community Planned Residential Unit Development was duly proposed at an annual meeting of the Owners of such Association, at which meeting the proposed Amendments were considered, and a resolution to adopt and amend the same was voted upon and thereupon passed on January 17, 2016, conditioned upon approval of an amended plat by the Warrick County Area Plan Commission and Board of Commissioners of Warrick County, which has occurred, and which amendments were duly passed by constitutional majority of the quorum of Owners then present and adopted as the First Amended and Restated Dedication and Declaration of Restrictions, Reservations, Conditions, Limitations, Easements, and Protective Covenants Affecting Title to Sierra Ridge Community Planned Residential Unit Development.

  
\_\_\_\_\_  
MIKE ENLOW, President

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF VANDERBURGH        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MIKE ENLOW, personally known to me to be the President of the Board of Directors of Sierra Ridge Community Owners Association, Inc., who acknowledged the execution of the foregoing Certificate of First Amended and Restated Dedication and Declaration of Restrictions, Reservations, Conditions, Limitations, Easements, and Protective Covenants Affecting Title to Sierra Ridge Community Planned Residential Unit Development to be the voluntary act and deed of such Owners Association, Inc. for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal this 5<sup>th</sup> day of August, 2016.



*Diane K. Denton*  
\_\_\_\_\_  
Signature of Notary Public

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. *Thomas P. Norton*

This instrument was prepared by Thomas P. Norton (#9671-82), Attorney-at-Law, of the law firm of Johnson, Carroll, Norton, Kent & Goedde, P.C., 2230 W. Franklin Street, P.O. Box 6016, Evansville, IN 47719-0016; (812) 425-4466.

**CONSENT**

The undersigned, PB MI OREO, LLC, being the owner of the replatted lots in Sierra Ridge Community Planned Residential Unit Development, hereby ratifies, consents, and agrees to the foregoing First Amended and Restated Dedication and Declaration of Restrictions, Reservations, Conditions, Limitations, Easements, and Protective Covenants Affecting Title to Sierra Ridge Community Planned Residential Unit Development.

PB MI OREO, LLC

By: *Joseph M. Geisel*  
JOSEPH M. GEISEL, Managing Director

STATE OF ~~MICHIGAN~~ ILLINOIS )  
COUNTY OF Cook ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOSEPH M. GEISEL, personally known to me to be the Managing Director of PB MI OREO, LLC, who acknowledged the execution of the foregoing Consent to be the voluntary act and deed of the company for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal this 7<sup>th</sup> day of July, 2016.



My Commission Expires: 6/8/19

*Lisa L Zeiger*  
Signature of Notary Public  
LISA L ZEIGER  
Printed Name of Notary Public  
Cook  
County of Residence of Notary Public

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. *Thomas P. Norton*

This instrument was prepared by Thomas P. Norton (#9671-82), Attorney-at-Law, of the law firm of Johnson, Carroll, Norton, Kent & Goedde, P.C., 2230 W. Franklin Street, P.O. Box 6016, Evansville, IN 47719-0016; (812) 425-4466.