

**Cross Reference**  
**Instrument No. 91019913**  
**Instrument No. 92074151**  
**Instrument No. 93055405**  
**Instrument No. 2004046060**

THIS AMENDMENT TO THE AGREEMENTS OF PROPERTY OWNERS ASSOCIATION (“Amendment”) is made this 17 day of DECEMBER, 2025 by Pebble Brook Property Owners Association, Inc., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS, there are three separate sections of Pebble Brook neighborhood located in Lake County, Indiana;

WHEREAS each section has both an Agreement and Declaration and a Restrictive Covenants;

WHEREAS the Agreement and Declaration of Property Owners Association for Phase 1 of Pebble Brooke was recorded in the Office of the Recorder of Lake County on April 25, 1991, as Instrument Number 91019913 (“Phase 1 Agreement”); and,

WHEREAS the Agreement and Declaration of Property Owners Association for Phase 2 of Pebble Brooke was recorded in the Office of the Recorder of Lake County on October 15, 1992 as Instrument Number 92074151 (“Phase 2 Agreement”); and,

WHEREAS the Agreement and Declaration of Property Owners Association for Phase 3 of Pebble Brooke was recorded in the Office of the Recorder of Lake County on August 24, 1993 as Instrument Number 93055405 (“Phase 3 Agreement” together with the Phase I Agreement and the Phase 2 Agreement the “Pebble Brook Agreements”); and,

WHEREAS, the Phase 1 Agreement provides in Section H that the Agreement can be “changed in whole or in part by vote of those persons who are then the owners of a majority of the total lots of the Oak Meadows Project”; and

WHEREAS, the Oak Meadows Project is a completely different neighborhood and has no connection to Phase 1 or Pebble Brook as a whole; and

WHEREAS, it is deemed that Section H thus contains a scrivener’s error and was meant to be consistent with the Phase I Agreement and Phase II Agreement;

WHEREAS Section H of the Phase 2 Agreement provides that the Agreement may be amended “in whole or in part by vote of those persons who then are the owners of the majority of the total of the lots of Pebble Brooks Property Owners Association, Inc.;

WHEREAS, Section H of the Phase 3 Agreement provides that the Phase 3 Agreement may be amended “in whole or in part by vote of those persons who are the owners of the majority of the total of lots of Pebble Brooks Property Owners Association, Inc.;

WHEREAS, on June 2, 2004, a First Amendment to Declaration of Covenants and Restrictions for Pebble Brooks Property Owners Association, Phases I, II, and III was filed as Instrument No. 2004046060 with the Office of the Recorder of Lake County (the “First Amendment”);

WHEREAS, in the First Amendment the Board of Directors referenced the Pebble Brook Agreements;

WHEREAS, the First Amendment indicated the name of the Association to be Pebble Brook Property Owners Association, Inc. rather than Pebble Brooks Property Owners Association, Inc.; and

WHEREAS the Board of Directors of Pebble Brook Property Owners Association, Inc. (“Association”), has reviewed and affirmed that the following Amendment to the has been approved by the vote of not less than a majority in the aggregate of the votes of all Owners within the Association as provided in Section H of the Agreements;

NOW THEREFORE, pursuant to the foregoing, Section D(3)(e) is hereby added:

Special Assessment. In addition to the annual assessments authorized above, the P.O.A. may levy a special assessment (the “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 within the Project, including, but not limited to the private streets, sidewalks, driveways, storm sewers and drainage easements, ponds, or common area and such other facilities within the Project that belong to the P.O.A or are required to be paid by the P.O.A.; or to cover operating deficits that may occur during a fiscal year. The Board of Directors of the P.O.A. must approve the Special Assessment by a unanimous vote of the Board of Directors of the P.O.A. The Special Assessment shall be payable within the time frame provided by the Board of Directors of the P.O.A. Failure to pay the Special Assessment shall have the same effect as failure to pay the regular monthly assessments.

The undersigned officers of Pebble Brook Property Owners Association, Inc. hereby certify that the affirmative votes of not less than a majority in the aggregate of the votes of all Owners within

the Pebble Brook Proerpty Owners Association has been obtained in support of this amendment and they further certify that all other conditions precedent to the amendment of the Agreements have been fulfilled and satisfied.

Executed this 17 day of DECEMBER, 2025.

PEBBLE BROOK PROPERTY OWNERS ASSOCIATION, INC.

By: Robert A. Pahl  
ROBERTA. PAHL, President

Attest:

By: Gayle Van Sessen  
GAYLE VAN, Secretary  
SESSEN

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Robert Pahl the President and Gayle Van Sessen the Secretary of Pebble Brook Property Owners Association, Inc.. who acknowledged the execution of the foregoing Amendment to the Agreement of Declaration and Property Ownership.

WITNESS my hand and notarial seal this 17 day of Dec, 2025.

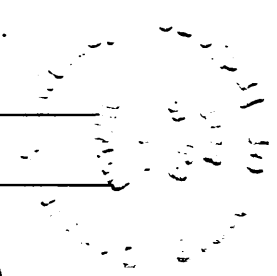
My Commission expires: 9/5/29

Notary No.: \_\_\_\_\_

Residing in Lake County, Indiana

[Signature]  
Notary Public

Dennis A. Walley  
Printed



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. Laura B. Conway, Esq.

This Instrument Prepared By: Laura B. Conway, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 8440 WOODFIELD CROSSING BLVD, STE 310, Indianapolis, IN 46240.

