

Cross Reference: 2021R-011411

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS,
RESTRICTIONS, RESERVATIONS, AND PROTECTIVE COVENANTS
FOR MINER’S RIDGE SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, RESTRICTIONS, RESERVATIONS, AND PROTECTIVE COVENANTS FOR MINER’S RIDGE SUBDIVISION (this “Amendment”) is entered into and effective as of April ____, 2022, by the undersigned Developer for Miner’s Ridge Subdivision, a subdivision located in Warrick County, Indiana (“Developer”).

RECITALS:

- A. On the September 27, 2021, Developer executed the “Declaration of Conditions, Restrictions, Reservations, and Protective Covenants for Miner’s Ridge Subdivision”, which was recorded in the office of the Recorder of Warrick County, Indiana, as Document 2021R-0114111(hereinafter referred to as the “Declaration”).
- B. Pursuant to Section 26 of the Declaration, the Developer reserved the right to amend and modify the Declaration.
- C. Developer now desires to amend and modify the Declaration.

TERMS:

NOW, THEREFORE, in accordance with the powers reserved to the Developer for Minor’s Ridge Subdivision as set forth in the Declaration, the Developer does hereby modify and amend the Declaration, as follows:

1. Section 4(b) shall be deleted in its entirety, and the following Section 4(b) shall be inserted as a new Section 4(b), to read in its entirety as follows:
 - “(b) No ‘pole barn residences’ shall be constructed on any Lot, whereby a pole barn is attached to the primary residential living space of a Dwelling; provided, however, during the construction of each Owner’s Dwelling, each Owner is permitted to use any Structure located on such Owner’s Lot, including a pole barn residence, as his

or her primary living space until the construction of such Owner's primary Dwelling is complete in accordance with Section 6 of this Declaration."

2. Section 6(a) shall be deleted in its entirety, and the following Section 6(a) shall be inserted as a new Section 6(a) to read in its entirety as follows:

“(a) The construction of the Dwelling on a Lot, together with its landscaping, shall be commenced within three (3) years after the initial conveyance of the Lot from the Developer to the Owner and shall be completed within two (2) years from the date of commencement of the construction of said Dwelling, provided that the time for completion of construction may be extended for good cause due to circumstances beyond the reasonable control of the builder, contractor, or supplier. In the event the Owner of a Lot owns one or more adjacent Lots, such Owner shall only be obligated to construct a Dwelling on one of the Lots owned by such Owner.”

3. Developer does hereby affirm, ratify and approve all other remaining terms and provisions of the Declaration, as herein specifically amended and modified.

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