

Declaration of Restrictive Covenants
For
Oaks of Cedar Creek

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this ____ day of _____, 2000, by DEMOTTE STATE BANK, not Individually but as Trustee of Trust No. 127 (hereafter "Declarant"), as the owner of certain Real Estate platted as OAKS OF CEDAR CREEK, (herein after "Real Estate") an Addition to Lake County, Indiana.

Recitals

1. The Declarant is the Trustee of the Land Trust commonly known as DeMotte State Bank Trust No. 127 which is the fee simple owner of the Real Estate, which is more particularly described in Exhibit "A", attached hereto.

2. The Declarant seeks to place upon the Real Estate these Restrictions of Record to preserve the characteristics and value of the Real Estate.

3. The Declarant intends by this Declaration to impose upon the Real Estate, as defined herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Parcels of Property within the Real Estate.

4. The Declarant seeks to place upon the Real Estate these Restrictions of Record in a record able fashion to specify and clarify the development and improvement requirements concerning the Real Estate.

5. The Declarant is establishing these Requirements to avoid all confusion and establish clearly the intent to restrict the Real Estate for the benefit of the Real Estate and Owners of the Real Estate, present and future, their Heirs, Personal Representatives, successors and Assigns.

Covenants

NOW, THEREFORE, the Declarant declares that all of the Real Estate identified in Exhibit "A" attached hereto is held, and shall be held, subject to the provisions of this Declaration, as covenants running with the land for the benefit of the Owners of the Real Estate, their heirs, personal representatives, successors and assigns.

1. **Land use and Building Type.** All lots shall be used for single family residences as marked and laid out on the Plat of the Subdivision. Except as specifically provided to the contrary herein, no building shall be erected, altered, placed or permitted to remain on any lot, except that one (1) single-family dwelling, not to exceed two and one-half (2 & ½) stories in height, with a private attached garage, may be erected on said lots.

2. **Size and Occupancy of Dwelling.** No single family residential dwelling shall be erected of less than one thousand eight hundred (18,000) square feet for single story residences, and two thousand (2,000) square feet for two (2) story residences, excluding the garage areas. All dwellings shall have an attached garage, and shall have an asphalt, concrete, or other approved surface driveway.

3. **Construction.** All dwellings shall be built on site. No modular or similar type construction may be used.

4. **Model Homes.** No Owner of any lot within the Real Estate other Declarant or

Persons who have written permission of the Declarant shall build, or permit the building upon any such lot, any dwelling that is to be used as a model home or exhibit house.

5. **Lot Division.** Lots shall not be further subdivided or parceled or reduced in area.

6. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No carport, driveway, or parking area on any lot may be used as a habitual parking place for commercial or junk vehicles. All commercial vehicles must be parked inside the garage. Commercial vehicles shall include all automobiles, station wagons, trucks, and vehicular equipment, which bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. Junk vehicles shall include any vehicle which requires a license to operate on, over, or across any highway, road or street, and which is incapable of moving under its own power.

7. **Parking.** There shall be no parking of any vehicles, trailers, motorcycles or the like on any street located within the Subdivision.

8. **Maintenance of Lots and Improvements.** The Owner of any lot in the Subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. For purposed of the paragraph the term "Owner" shall not include the Declarant.

9. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, maintained or kept on any lot. Domestic dog, cats, or other household pet may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or become an annoyance or nuisance to the neighborhood.

10. **Fences.** All fences shall be constructed of such materials and in a manner, which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the subdivision. In addition, fences are restricted to the rear of the dwelling structures only, and no fence of any kind shall be erected, placed or maintained in the area between the rear, exterior wall of the main dwelling structure and the front property line.

11. **Antennas and Solar Heat Panels.** No exposed antennas or solar heat panels shall be allowed on any lot or on any residence on any lot which is visible from outside such residence, except that a satellite dish (antenna) may be erected on each lot subject to appropriate surrounding landscaping as approved by Declarant.

12. **Address Identification.** Individual address identification devices for each lot and unit shall be installed by each Owner in accordance with standards established by the Declarant. All repairs and replacements to such standard address identification devices shall be consistent in color, quality, and appearance with the originals thereof.

13. **Swimming Pools.** Only in-ground swimming pools, which comply with all local Codes and Ordinances, and subject to the approval of Declarant, shall be constructed.

14. **Exterior Lighting.** The Declarant shall select and designate a standard location for an exterior light fixture, which shall be placed on each lot. Declarant shall select and designate the type and/or design of such fixture. Each Owner shall be responsible for all costs and expenses associated with the purchase, installation and maintenance of such lighting.

15. **Retention Pond Use.** There shall be no recreational usage of the retention pond facility. All Owners of lots in the Real Estate share equal retention pond facility rights.

16. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. **Easements.** Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on and under lands and lots in said Subdivision are reserved as shown on the Plat of /subdivision for the Real Estate, known as Oaks of Cedar Creek. Removal of any obstruction by a utility company shall in no way obligate the utility company for damages. No permanent buildings shall be placed on any such easement, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use if said easement for such utility purposes.

18. **Grading and Fill.** Construction grading on any lot shall be done in a manner, which shall not cause storm water drainage onto another Owner's lot. However, this restriction shall not be construed to affect the right of natural surface drainage over other lots in this Subdivision that is vested in each lot Owner by reason of terrain structure in the Subdivision.

19. **Additional Structures.** Notwithstanding any and all buildings existing at the time of execution of these Restrictive Covenants, on trailer, garage, barn, shack, outbuilding or incomplete dwelling shall be used either temporarily or permanently as a dwelling or residence. No boats, trailers or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two (2) weeks, unless said personal property is stored in a fully enclosed building. No unattached garage, barn, storage shed, shack, or other type of building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location thereof shall be submitted for approval by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The façade and the rear and side walls of all outbuildings, detached garages, barns and storage sheds shall be of the same material as described for residences herein.

20. **Architectural Control.** No Structures of any kind shall be erected, placed, or constructed on any lot until the construction plans, including site landscaping, and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Home styles shall be compatible with the existing area and the contour of the Real Estate. In addition, plans and specifications, and plans showing the location thereof, for the construction of driveways, culverts, pavement of any kind, or markers shall be submitted to, and receive the approval of the Architectural

Control Committee, before any construction or installation thereof shall begin. No fence or wall shall be erected, placed, or altered on any lot nearer to any street or side lot line than the minimum building setback lines, unless similarly approved.

21. **Construction Time.** All external work in the construction of any dwelling or structure, including landscaping, shall be completed within twelve (12) months from the date of issuance of building permit. An extension of this time limit may be granted by application to the Architectural Control Committee from the builder or Lot Owner.

22. **Architectural Control Committee.** The Architectural Control Committee shall be initially comprised of the Three M Development, Co., as the Developer until such time as fifty percent (50%) of the lots are sold. Once fifty percent (50%) of the lots have been sold, the Architectural Control Committee shall consist of two (2) Property Owners elected by the Property Owners Association and One (1) representative of Three M Development, Co. The Committee may designate a representative to act for it. In the event of the death or resignation of a Member of the Committee, the Property Owners Association shall elect a successor. Neither the members of the committee, or its designated representatives, shall be entitled to any compensation for services performed pursuant to this Covenant. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with and completed.

23. **Property Owners Association.** A Property Owners Association is to be formed, to be initially comprised of the Three M Development Company as the Developer until such time as fifty percent (50%) of the lots are sold. Once fifty percent (50%) of the lots have been sold, the Property Owners Association shall consist of Property Owners. The purpose of the Property Owners Association shall be to ensure high standards of maintenance and operation of all property in the Subdivision reserved for the common use of all residents and Owners of property therein, including, but not limited to the private streets, nature trails, retention pond facility and pond area which services all the lots in the Subdivision, and to ensure the provision of services and facilities for the common benefit of the Owners and residents of the Subdivision. Every record Owner of a fee simple interest in the Lots in the Subdivision shall become and be a Member of the Property Owners Association, and each such Member shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of Members, provided, that where title to a lot is in more than one (1) person, such co-Owners acting jointly shall be entitled to but one (1) vote. Each platted lot on the Plat of the Subdivision shall be deemed to be a separate lot, entitling the Owner thereof to one (1) vote for each such full lot owned.

24. **Powers and Duties of the Association.** The Association shall have the following powers and duties with respect to this Subdivision:

A. To the extent such services are not provided for by any governmental body:

1. To care for trees on all streets and in other public places where tree have

been planted, and to care for shrubbery and grass in any parkways which are in the streets and are set aside for the general use of residents.

2. To provide for the plowing and removal of snow from streets.

3. To provide for the cleaning, repair, and maintenance of streets, gutters, catch basins and other drainage facilities located in any public way.

4. To provide for the maintenance of facilities in any public street, which shall include public lighting.

5. To provide for the maintenance and repair of the sanitary and storm water drains, which belong to the Subdivision and are not owned and maintained by any governmental entity.

6. To care for and maintain vacant and unimproved property and remove rubbish from the same and to do any other things necessary or desirable in the judgment of the Officers of the Property Owners Association to keep any vacant and unimproved property neat in appearance and in good order. This provision does not pertain to any unsold lots held by the Declarant.

7. To care for and maintain the pond area and to do any and all things necessary or desirable in the judgment of the Officers of the Property Owners Association to keep the retention pond facility and pond area neat in appearance and in good order.

8. To create and manage financial reserves to provide for the foregoing duties.

9. To regulate and enforce the parking restrictions within the subdivision.

25. Method of Providing General Funds.

A. For the purpose of providing a General Fund to enable the Property Owners Association to exercise the powers, make and maintain the improvements and render the services herein provided for, the Officers of the Property Owners Association shall determine for each year, the total amount required for such year. If such amount, or any portion thereof, is approved by a majority number of votes available to all Members of the Property Owners Association, then the Property Owners Association may levy an annual assessment for property over which it has jurisdiction. All Owners shall be required, as determined by the Property Owners Association, by the number of Lots within the Subdivision. The total amount shall be broken down into monthly installments and assessed against the Owner of each Lot. The initial monthly payment from the Owner to the Property Owners Association shall be payable at the time of closing on the Lot and continue monthly thereafter.

B. In the event of the failure of any Owner to pay any assessment on or before thirty (30) days following notice to such Owner of such assessment, the assessment shall be come delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof to the date of payment. The Property Owners Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the Owner personally, and/or as a lien on said Lot. The Property Owners Association may, at its discretion, file certificates of Non-Payment of Assessment in the Office of the Recorder of Lake County, Indiana, whenever any such assessments are delinquent. For each Certificate so filed, in addition to all other sums due it, the Association shall be entitled to collect from the Owner or Owners of the

real estate described therein, a fee of twenty five dollars (\$25.00), which fee is hereby declared to be a lien upon the real estate so described in said Certificate. Such fee shall be collectable in the same manner as provided for herein for the original and subsequent assessments. Any such lien shall be collectable in any manner as provided for by law, including the right to file suit to collect same. Any expenses, costs, or fees, including reasonable attorney's fees, incurred by the Property Owners Association in enforcing the obligation of an Owners to pay any such delinquent assessments and fees, shall be assessed against such Owner and may be recovered from that Owner in the same manner as provided for in the original assessments. No lien for assessment shall be enforceable against a bona fide purchaser for value, without notice of assessment against the property, unless a notice thereof has been recorded with the Recorder of Lake /county, Indiana, before such purchaser acquires an interest in the assessed property.

C. Such lien shall continue for a period of five (5) years from date of delinquency and no longer, unless within such time suit shall have been filed against the property for the collection of the assessment, in which case, the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

D. This Paragraph 25, in its entirety, shall not pertain to the Declarant and all Lots owned by Declarant.

26. **Expenditures Limited.** The Association shall not expend more money within any one (1) year that the total amount of assessment for that particular year, plus any reserves which it may have on hand. The Property Owners Association shall not enter into any contract binding the assessment of any future year, and no such contract shall be valid or enforceable against the Property Owners Association. The terms of this provision may be waived in the event of any emergency, upon the written consent of two-thirds (2/3) of the total number of votes available to Members of the Property Owners Association.

27. **Term.** These Covenants are to run with the land and shall be binding upon all Lots, the Owners thereof, and all persons claiming under them, for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an Instrument signed by eighty percent (80%) of the the-Owners of the Lots has been recorded, agreeing to change said Covenant or Covenants in whole or in part, provided, however, that such agreement shall only be affected if made and recorded one (1) year prior to the effective date of such change.