



## **TOWN COUNCIL PUBLIC MEETING AMENDED AGENDA**

### **November 21, 2023 - 7:00 PM**

#### **PLEDGE OF ALLEGIANCE**

#### **MOMENT OF SILENCE**

#### **CALL TO ORDER/ROLL CALL:**

\_\_\_ Robert H. Carnahan, Ward 1  
\_\_\_ Julie Rivera, Ward 2  
\_\_\_ Nick Recupito, Ward 3  
\_\_\_ Ralph Miller, Ward 4  
\_\_\_ Colleen Schieben, Ward 5

\_\_\_ John Foreman, At Large, Vice-President  
\_\_\_ Richard Sharpe, At Large, President  
\_\_\_ Jennifer Sandberg, Clerk-Treasurer  
\_\_\_ Chris Salatas, Town Manager  
\_\_\_ David Austgen, Town Attorney

**PRESENTATION:** Mike Aylesworth, House Representative for District 11

**OATH OF OFFICE:** Zachary Bailey, Full-time Paramedic/Firefighter by Chief Todd Wilkening

**PRESENTATION:** Corby Thompson, CPA, O.W. Krohn & Associates, LLP

**PUBLIC HEARING:** Ordinance No. 1456, Public Way Vacation Continued Public Hearing – Rago

**PUBLIC COMMENT** (*on agenda items*):

#### **CONSENT AGENDA:**

1. **Minutes:** October 3 and October 17, 2023
2. **Claims:** All Town Funds: \$1,626,701.41; Wastewater Operating: \$206,279.53; Water Utility: \$183,570.37; Storm Water: \$30,653.63; Payroll: 10/26, 11/01, and 11/09/23 - \$659,104.50; and October Remittances \$190,640.97
3. **Manual Journal Entries:** October 1, 2023 – October 31, 2023

#### **ORDINANCES & RESOLUTIONS:**

1. **Ordinance No. 1474** – Lakeside South Rezone from R-1 and Agriculture to a Planned Unit Development (*Deferred by the Town Council on 10/17/23*)
2. **Ordinance No. 1480** - 2023 Salary Ordinance Amendment

#### **BZA/PLAN COMMISSION**

1. Ratify Acceptance of a Maintenance Letter of Credit for Beacon Pointe East, Unit 3, **in the amount of \$42,226.69** (*Plan Commission recommended acceptance at the 11/1/23 Meeting.*)
2. Acceptance of a Performance Letter of Credit for Lakeside Unit 2, Block 1, **in the amount of \$1,335,094.04**
3. Acceptance of Maintenance Letter of Credit for Centennial Villas **in the amount of \$93,460.79**
4. Acceptance of Revised Private Performance Letter of Credit for Cedar Lake Storage to **increase the surety by \$20,000 for a new total in the amount of \$133,181.48**

#### **NEW BUSINESS:**

1. Bid Award – Lynnsway Sidewalk Project
2. Ratification of funding sources for the 2023-1 CCMG Shades Subdivision Improvements Project

3. Ratification of funding sources for the Morse Street Water Main Project
4. Authorize Chris Salatas, Town Manager, to sign the Agreement for the 2023-2 CCMG Grant
5. Consider donating two decommissioned CLPD Vehicles to Hanover Central HS Shop Class:
  - a. 2011 Dodge Charger, Old 117 “Junk”
  - b. 2009 Dodge Charger, Old 503
6. Consider disposal of the decommissioned Robins Nest Generator through GovDeals
7. Approve posting a Notice to accept applications for 2024 Board and Commission appointments
8. CBBEL Pay Request No. 6 payable to Dredge America Inc. **in the amount of \$492,972.97** for the Lake Ecosystem Restoration Dredge Project, Stage 2
9. Consider CBBEL Professional Services Proposal for the 133<sup>rd</sup> Avenue Reconstruction Project
10. Fire Department Reimbursement Agreement with Zachary Bailey
11. Disbursement Request No. 7 from the 2022A Construction Fund No. 1001031163 for the Police Department Project **in the amount of \$329,930.66**
12. Disbursement Request No. 6 from the 2022B Construction Fund No. 1001031164 for the Fire Department Project **in the amount of \$570,884.51**

**REPORTS:**

1. Town Council
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department

**WRITTEN COMMUNICATION:**

1. Building Department Report
2. Christopher B. Burke Report
3. Veridus

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, December 5, 2023 at 7:00 pm**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO. 1456**

**AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, on the 17th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A", attached hereto; and

**WHEREAS**, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

**WHEREAS**, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

**WHEREAS**, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:**

**SECTION ONE:** That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

**SECTION TWO:** That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION THREE:** If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL**

\_\_\_\_\_  
Richard Sharpe, Town Council President

\_\_\_\_\_  
John C. Foreman, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
Nick Recupito, Member

\_\_\_\_\_  
Colleen Schieben Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Julie A. Rivera, Member

**ATTEST:**

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC, CMC, CPFIM,  
Clerk-Treasurer



### **EXHIBIT A**

A 15-foot public alley between Lots 19, 19, 20 and 21 on the North side of West 139<sup>th</sup> Avenue in Lake shore Addition to Cedar Lake, Indiana, being a subdivision of part of the south ½ of Section 27, Township 34 North, Range 9 West of the 2<sup>nd</sup> P.M., as the same appears of record in Plat Book 20, page 9, in the Recorder's Office in said County.

# Town of Cedar Lake

## Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.  
8448 w. 139th Avenue

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.  
Parcel # 45-15-27-407-027.000-014

3. Indicate the reason(s) for your request to vacate the public way described in item 2.  
Constructed a single-family house with an attached deck. The deck will extend over the abandoned railroad walkway, which is not utilized and has neighboring structures extending over it facing the lake.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) John & Dorys Rago	Name(s) SAME
Mailing Address [REDACTED]	Mailing Address
City, State, Zip Cedar Lake, IN 46303	City, State, Zip
Phone [REDACTED]	Phone
Alternate Phone N/A	Alternate Phone
Fax N/A	Fax

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s)

STATE OF INDIANA

COUNTY OF LAKE

SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Signature of Petitioner(s)

STATE OF INDIANA

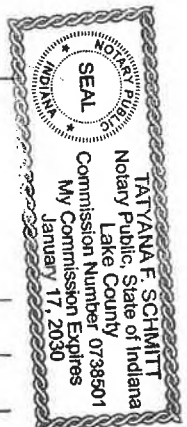
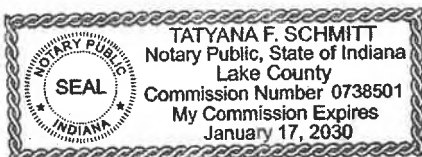
COUNTY OF LAKE

SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Notary Public  
My Commission Expires 1-17-30

Notary Public  
My Commission Expires 1-17-30



Date: June 17, 2021 From: Jill J. Boganwright -Tabor  
Subject: Request to Utilize Utility Easement Dept.: Survey & Land  
To: John C. & Dorys Jean Rago Re: **NIPSCO LONO # 45832**  
8448 W. 139<sup>th</sup> Ave. Parcel 45-15-27-407-027.000-014  
Cedar Lake, IN 46303 Lake Shore Add. Outlots 20,21 & E.1/2 of  
Vac. Adj Alley & Pt. of Vac. R/W Adj.

This letter is to confirm that Northern Indiana Public Service Company LLC (NIPSCO) has reviewed your proposal to utilize a portion of the 15' general utility and drainage easement located in the referenced parcel, for the construction of a deck.

DEPICTION

DEPICTED ON THE DIAGRAM LABELED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF


NIPSCO does have facilities within the general utility easement, but does not object to the proposed utilization. All NESC and OSHA requirements must be maintained while working within the vicinity of NIPSCO's overhead electric lines. Should any damage to NIPSCO facilities be damaged due to the construction of the deck, the cost responsibility will be on the customer.

Calling in locates (811) two business days prior to any ground disturbance is required.

Should any damage occur to said deck due to NIPSCO's access, maintenance, operation or emergency (etc.) of said facilities, costs will be the responsibility of the customer.

Feel free to contact me if you require any additional information or assistance.

Sincerely,



Jill J. Boganwright-Tabor  
NIPSCO Survey and Land  
Phone: 219-647-5007  
E-Mail: jtabor@nisource.com

# EXHIBIT A





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**November 21, 2023**

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ALL TOWN FUNDS	\$1,626,701.41
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WASTEWATER OPERATING	\$206,279.53
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WATER UTILITY	\$183,570.37
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STORM WATER	\$30,653.63
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PAYROLL 10/26/23, 11/01/23, 11/09/23	\$659,104.50
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OCT REMITTANCES	\$190,640.97
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**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO. 1474**

**AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ZONING ORDINANCE NO. 1402, BEING:**

**"THE ZONING ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA."**

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 1ST DAY OF MARCH, 2022, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), pursuant to the provisions of I.C. § 36-7-4-600, *et. seq.*, did, on the 1st day of March 2022, adopt a Zoning Ordinance Text Replacement Ordinance designated as Town Zoning Ordinance No. 1402; and

**WHEREAS**, the Town Council likewise on the aforesaid date, adopted the Replacement Zone Map of the Town of Cedar Lake, Lake County, Indiana; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the "Plan Commission"), has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to reclassify said real property for zoning purposes from (A) Agricultural and (R-1) Single Family Zoning District Classification to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification; and

**WHEREAS**, the Plan Commission did, on the 20th day of September, 2023, pursuant to published notice as required by applicable law, hold a Public Hearing in Plan Commission Public Meetings on said date on the advisability and necessity of rezoning said property; further, the aforesaid public hearing was continued to its conclusion, pursuant to applicable law; and

**WHEREAS**, the Plan Commission, after due notice and publication in conformance with applicable law, and the public hearing being concluded pursuant to applicable law to consider the petition for the proposed amendment to the Town Zone Map, has recommended approval of the same by Favorable Recommendation Certification, which Certification was made dated September 20, 2023; and

**WHEREAS**, the Town Council has been informed and advised that the recommended Amendatory Zone Map Ordinance amends the current Town Zone Map, and conforms to applicable Indiana State Statute and Town Ordinances for such approvals; and

**WHEREAS**, the Town Council, having reviewed the proposed Amended Town Zone Map Ordinance, as well as the Favorable Recommendation Certification of the Plan Commission pertaining to the same, now concurs that it is advisable, appropriate, and in the best interests of the

residents of the Town of Cedar Lake and Petitioner herein that the current Town Zone Map be amended as requested, and as certified by Favorable Recommendation of the Town Plan Commission by adoption of this Zone Map Amendatory Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:**

**SECTION ONE:** That Town Zoning Ordinance No. 1402, all amendments to Zoning Ordinance No. 1402 passed subsequent thereto, and the Town of Cedar Lake Zoning Map, are all amended by changing the zoning district classification of the following described parcels of real property, all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, from (A) Agricultural Zoning District Classification and (R-1) Single Family Zoning District to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification, as set forth and depicted hereinafter, namely, to wit:

**See Attached Exhibit “A”  
Legal Description**

The Town Zone Map and Zoning District Classification Amendment granted hereby is expressly contingent upon conformance to and compliance with the following terms and conditions, namely:

- A. The Planning Approval Application(s) for the Applicant, Schilling Development, and Owner, Cedar Lake 133 LLC, an Indiana Limited Liability Company, dated August 4, 2023, which is attached as Exhibit “B” hereto, and is incorporated herein.
- B. The approved PUD DEVELOPMENT PLAN, presented and dated July 28, 2023, is attached hereto as Exhibit “C” hereto, and is incorporated herein. The approved PUD DEVELOPMENT PROJECT GUIDELINES AGREEMENT, dated September 20, 2023, as presented by the Owner/Petitioner, and approved by each of the Town Plan Commission and Town Council, is attached hereto as Exhibit “D” hereto, and is incorporated herein.
- C. All other terms and conditions of the Lakeside South Subdivision Plat Approval and PUD Ordinance and Development Agreements by the Town Plan Commission.
- D. Compliance by the Owner/Petitioner with all of the rules, regulations, and requirements for the Project Development in the Town of Cedar Lake, as well as all Town Ordinances, as same are all amended from time to time.
- E. This Planned Unit Development Zoning District Classification Zone Map Amendment is expressly contingent upon payment by the Owner/Petitioner of all fees, costs, and charges incurred by the Town related to this Application, including engineering, legal and all related.

- F. Compliance with all terms and conditions set forth in the Town Engineering review letter of CBBEL for said project parcel .
- G. Compliance by the Developer with all representations and conditions agreed upon in any Public Meeting of the Town Plan Commission with the Owner/Petitioner, as evidenced by the terms set forth in approved Plan Commission Meeting Minutes, when approved, are attached hereto as Exhibit “G”.
- H. The Declaration of Covenants, Conditions, Restrictions & Easements for Lakeside South POA (hereinafter the “Declaration of Covenants”), the final version of which shall not be inconsistent with the Planed Unit Development Zoning Ordinance, which shall be attached hereto as Exhibit “H”.

That hereafter, upon approval and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified as Chapter 9 – Planned Unit Development (PUD) Zoning District Classification. This subject parcel may also be known as the “Lakeside South PUD Zoning District” for Town Zone Map purposes. This designation identified shall be inserted onto the Town Zoning Map, as well as any parcel identification for the subject parcel of real estate described herein, as well as the Zone Map Amendatory Planned Unit Development (P.U.D.) Ordinance adopted hereby.

**SECTION TWO:** That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION THREE:** If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, and compliance with all conditions of approval and adoption by the Owners and Petitioner. The execution and attestation hereof is to be withheld pending all conditions of approval being fulfilled and completed in final form and content.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL:**

\_\_\_\_\_  
Richard Sharpe, Town Council President

\_\_\_\_\_  
John C. Foreman, Town Council Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Town Council Member

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Colleen Schieben, Town Council Member

\_\_\_\_\_  
Julie A. Rivera, Town Council Member

\_\_\_\_\_  
Ralph Miller, Town Council Member

\_\_\_\_\_  
Nick Recupito, Town Council Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer

**PLANNED UNIT DEVELOPMENT CONTRACT FOR  
LAKESIDE SOUTH**

THIS PLANNED UNIT DEVELOPMENT CONTRACT FOR LAKESIDE SOUTH (this “Contract”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by the **Town of Cedar Lake, Lake County, Indiana** (“Town”), and **Cedar Lake 133 LLC** (“Developer”), a limited liability company organized under the laws of the State of Indiana.

WITNESSETH:

**WHEREAS**, Developer owns the following described real estate located in Cedar Lake, Indiana (the “Real Estate”), namely:

See legal description attached hereto and made a part hereof as Exhibit “1”

Commonly known as approximately 5604 W 141st Ave, Crown Point, IN 46307  
Parcel Nos. 45-15-25-300-006.000-043, 45-15-25-300-002.000-043, and 45-15-26-481-002.000-043 and

**WHEREAS**, Developer has submitted a formal proposal for the Lakeside South Planned Unit Development District to be located on the Real Estate which includes: (a) the Concept Plan of Lakeside South approved by the Plan Commission on September 20, 2023 (the “Concept Plan”), a copy of which is attached hereto and made a part hereof as Exhibit “2”; (b) Lakeside South Planned Unit Development (PUD) Guidelines (the “PUD Guidelines”), a copy of which is attached hereto and made a part hereof as Exhibit “3”; and (c) Declaration of Covenants, Conditions, Restrictions & Easements for Lakeside South (the “Declaration of Covenants”), the final version of which shall not be inconsistent with the Ordinance, which proposed Declaration of Covenants is attached hereto and made a part hereof as Exhibit “4” (the Preliminary Plat, PUD Guidelines, Ordinance and Declaration of Covenants are collectively known as the “Lakeside South PUD”);

**WHEREAS**, a public hearing was held as required by law on September 20, 2023, and the Town of Cedar Lake Plan Commission on September 20, 2023, recommended the rezoning of the real property from A and R-1 Zoning Districts to Chapter 9 - Planned Unit Development (P.U.D.) Zoning District Classification

**WHEREAS**, the Town of Cedar Lake Town Council concurred in the recommendation of its Plan Commission regarding the Ordinance and Lakeside South PUD at the Town Council meeting on \_\_\_\_\_, 2023, subject to the Town and Developer entering into this Contract as required in Section I of Chapter 9 (Planned Unit Development (P.U.D.) Zoning District;



**WHEREAS**, Developer is willing and able to enter into this Contract as required in Section I of Chapter 9, of Town Zoning Ordinance 1402, as amended from time to time;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Part of Contract. The representations, covenants, recitations and Exhibits set forth in the Recitals are material to this Contract and are incorporated into and made a part of this Contract as though they were fully set forth in this Contract.

2. Agreement to Complete in Accordance with PUD. In accordance with Section I of Chapter 9, of Town Zoning Ordinance 1402, as amended from time to time, Developer agrees with the Town that any development which Developer completes on the Real Estate shall be in accordance with the terms and conditions of the Lakeside South PUD. Notwithstanding the foregoing, Developer is not obligated to complete all or any of the development of the Real Estate, as among other things, Developer is concurrently seeking an agreement with the Town regarding reimbursement for public improvements related to the Lakeside South Planned Unit Development Zoning District Parcel.

3. Breach. Before any failure of any party of this Contract to perform its obligations under this Contract shall be deemed to be a breach of this Contract, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Contract may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within twenty (20) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, including the remedy of specific performance.

4. Amendment. This Contract may be amended only by the mutual consent of the Parties and execution of said amendment by the Parties.

5. No Other Agreement. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

6. Severability. If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Contract

and, to that end, any provisions, covenants, agreements or portions of this Contract are declared to be severable.

7. Indiana Law. This Contract shall be construed in accordance with the laws of the State of Indiana, without consideration of its choice of law provisions.

8. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

Town:

Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, IN 46303  
Attention: Building Administrator  
and Town Manager

With a copy to:

Austgen Kuiper Jasaitis P.C.  
130 N. Main Street  
Crown Point, IN 46307  
Attention: David M. Austgen, Esq.

Developer:

Cedar Lake 133 LLC  
8900 Wicker Ave.  
St. John, IN 46373  
Attention: Jack Slager

With a copy to:

Schilling Development  
8900 Wicker Ave.  
St. John, IN 46373  
Attn: Kevin Hunt, Esq.

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9. Counterparts. This Contract may be signed in one (1) or more counterparts, and all such counterparts shall form but one (1) integrated agreement. The Parties agree that electronically or digitally transmitted signatures constitute original signatures and are binding on the Parties.

10. Consent or Approval. Except as otherwise provided herein, whenever consent or approval of any Party is required, such consent or approval shall not be unreasonably withheld.

11. Effective Date. Notwithstanding anything contained in this Contract to the contrary, this Contract shall not become effective until the Town and Developer have entered into an agreement related to reimbursement of costs related to public improvements.

**IN WITNESS WHEREOF**, the Parties have duly executed this Contract pursuant to all requisite authorizations as of the date first above written.

**TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL:**

\_\_\_\_\_  
Richard Sharpe, Town Council President

\_\_\_\_\_  
John C. Foreman, Town Council Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Town Council Member

\_\_\_\_\_  
Colleen Schieben, Town Council Member

\_\_\_\_\_  
Julie A. Rivera, Town Council Member

\_\_\_\_\_  
Ralph Miller, Town Council Member

\_\_\_\_\_  
Nick Recupito, Town Council Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer

**(“DEVELOPER”) CEDAR LAKE 133 LLC**

\_\_\_\_\_  
\_\_\_\_\_, Manager

**Exhibit 1**  
**Legal Description of the Real Estate**

# LAKE SIDE SOUTH EXHIBIT - DESCRIPTION

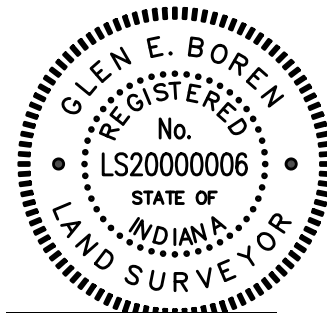
PARCEL DESCRIPTION:

SHEET 1 OF 2

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 25, ALL OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 LYING SOUTH AND EAST OF THE CENTER LINE OF FOUNDERS CREEK AND PART OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 12 MINUTES 05 SECONDS EAST (BASIS OF BEARINGS ASSUMED), 3308.53 FEET ALONG THE NORTH LINES OF SAID SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 25 TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS WEST, 2649.55 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 680.48 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066862, RECORDED SEPTEMBER 24, 2012 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 340.34 FEET ALONG THE EAST LINE OF SAID FORD LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 351.37 FEET ALONG THE NORTH LINE OF SAID FORD LAND TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 337.00 FEET ALONG THE WEST LINE OF SAID FORD LAND AND THE WEST LINE OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066514, RECORDED SEPTEMBER 21, 2012 IN SAID RECORDER'S OFFICE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 951.82 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO RICKEY M. SESSUM AND JACKIE SESSUM IN DOCUMENT NUMBER 96007379, RECORDED FEBRUARY 2, 1996 IN SAID RECORDER'S OFFICE; THENCE NORTH, WEST, AND SOUTH ALONG SAID SESSUM LAND THE FOLLOWING THREE COURSES AND DISTANCES: 1.) NORTH 00 DEGREES 11 MINUTES 49 SECONDS EAST, 208.71 FEET; 2.) NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 208.71 FEET; 3.) SOUTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 1047.75 FEET TO THE EAST LINE OF THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 200.00 FEET ALONG LAST SAID EAST LINE; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS WEST, 438.15 FEET TO THE WEST LINE OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SAID WEST LINE ALSO BEING THE EAST LINE OF PLAT "A" SHADES ADDITION, RECORDED IN PLAT BOOK 11, PAGE 13 IN SAID RECORDER'S OFFICE; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 755.88 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 02 MINUTES 37 SECONDS WEST, 1160.92 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 34 SECONDS EAST, 438.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE CENTER LINE OF FOUNDERS CREEK; THENCE SOUTHEASTERLY AND NORTHERLY ALONG SAID CENTER LINE APPROXIMATED BY THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES:

- 1.) NORTH 86 DEGREES 30 MINUTES 37 SECONDS EAST, 45.29 FEET;
- 2.) SOUTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, 348.00 FEET;
- 3.) SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 145.00 FEET;
- 4.) SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST, 63.00 FEET;
- 5.) NORTH 73 DEGREES 00 MINUTES 00 SECONDS EAST, 63.00 FEET;
- 6.) NORTH 43 DEGREES 00 MINUTES 00 SECONDS EAST, 95.00 FEET;
- 7.) SOUTH 77 DEGREES 00 MINUTES 00 SECONDS EAST, 40.00 FEET;
- 8.) SOUTH 54 DEGREES 00 MINUTES 00 SECONDS EAST, 145.00 FEET;
- 9.) SOUTH 57 DEGREES 00 MINUTES 00 SECONDS EAST, 170.00 FEET;
- 10.) SOUTH 77 DEGREES 00 MINUTES 00 SECONDS EAST, 60.00 FEET;
- 11.) NORTH 86 DEGREES 00 MINUTES 00 SECONDS EAST, 56.00 FEET;
- 12.) NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST, 70.00 FEET;
- 13.) NORTH 25 DEGREES 08 MINUTES 54 SECONDS EAST, 45.00 FEET;
- 14.) NORTH 18 DEGREES 00 MINUTES 00 SECONDS WEST, 153.00 FEET;
- 15.) NORTH 26 DEGREES 00 MINUTES 00 SECONDS WEST, 110.00 FEET;
- 16.) NORTH 18 DEGREES 00 MINUTES 00 SECONDS WEST, 80.00 FEET;
- 17.) NORTH 14 DEGREES 00 MINUTES 00 SECONDS WEST, 75.00 FEET;
- 18.) NORTH 08 DEGREES 00 MINUTES 00 SECONDS EAST, 88.00 FEET;
- 19.) NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 65.00 FEET;
- 20.) NORTH 24 DEGREES 00 MINUTES 00 SECONDS WEST, 130.00 FEET;
- 21.) NORTH 61 DEGREES 00 MINUTES 00 SECONDS WEST, 35.00 FEET;
- 22.) SOUTH 82 DEGREES 00 MINUTES 00 SECONDS WEST, 94.00 FEET;
- 23.) NORTH 74 DEGREES 00 MINUTES 00 SECONDS WEST, 63.00 FEET;
- 24.) NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 90.00 FEET;
- 25.) NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 125.00 FEET;
- 26.) NORTH 11 DEGREES 00 MINUTES 00 SECONDS WEST, 178.00 FEET;
- 27.) NORTH 07 DEGREES 00 MINUTES 00 SECONDS EAST, 143.00 FEET

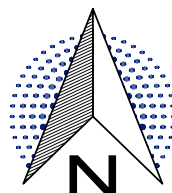
TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 701.00 FEET ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 219.55 ACRES MORE OR LESS.



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name:  
LAKE SIDE SOUTH  
Job No.: 21-1057  
Drawn By: GAH  
Date: 8/10/23  
Overall Exhibit.dwg  
Sec. 25 & 26-34-9  
Lake County, IN

0' 350' 700'  
SCALE: 1" = 700'



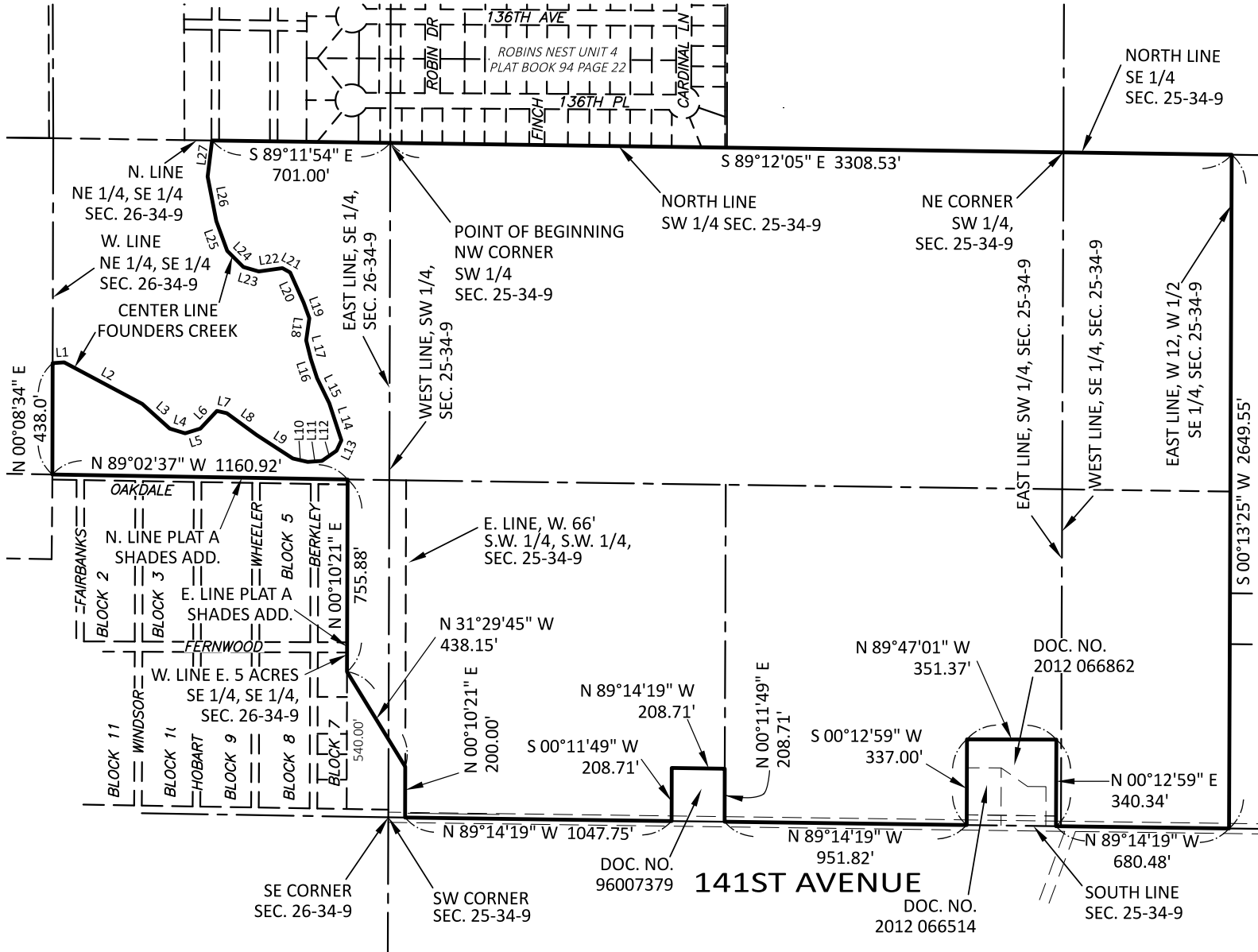
DVG TEAM, Inc  
1155 Troutwine Road  
Crown Point, IN 46307  
Phone: (219) 662-7710  
Fax: (219) 662-2740  
www.dvgteam.com





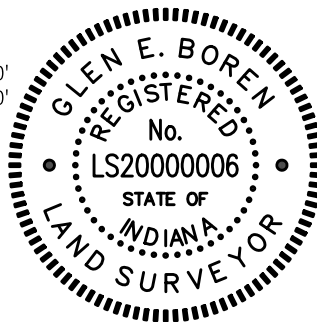
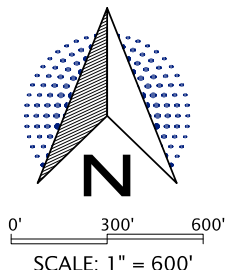
# LAKE SIDE SOUTH EXHIBIT - DEPICTION

SHEET 2 OF 2



L1	N 86°30'37" E 45.29'	L15	N 26°00'00" W 110.00'
L2	S 62°00'00" E 348.00'	L16	N 18°00'00" W 80.00'
L3	S 48°00'00" E 145.00'	L17	N 14°00'00" W 75.00'
L4	S 73°00'00" E 63.00'	L18	N 08°00'00" E 88.00'
L5	N 73°00'00" E 63.00'	L19	N 20°00'00" W 65.00'
L6	N 43°00'00" E 95.00'	L20	N 24°00'00" W 130.00'
L7	S 77°00'00" E 40.00'	L21	N 61°00'00" W 35.00'
L8	S 54°00'00" E 145.00'	L22	S 82°00'00" W 94.00'
L9	S 57°00'00" E 170.00'	L23	N 74°00'00" W 63.00'
L10	S 77°00'00" E 60.00'	L24	N 45°00'00" W 90.00'
L11	N 86°00'00" E 56.00'	L25	N 20°00'00" W 125.00'
L12	N 55°00'00" E 70.00'	L26	N 11°00'00" W 178.00'
L13	N 25°08'54" E 45.00'	L27	N 07°00'00" E 143.00'
L14	N 18°00'00" W 153.00'		

Reference Name:  
LAKE SIDE SOUTH  
Job No.: 21-1057  
Drawn By: GAH  
Date: 8/10/23  
Overall Exhibit.dwg  
Sec. 25 & 26-34-9  
Lake County, IN



THIS DRAWING IS NOT INTENDED TO  
BE REPRESENTED AS A RETRACEMENT  
OR ORIGINAL BOUNDARY SURVEY,  
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Phone:(219) 662-7710  
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www.dvgteam.com



**Exhibit 2**  
**Concept Plan**





# CONCEPT PLAN

## CEDAR LAKE, INDIANA

7/28/2023



**SCHILLING**  
DEVELOPMENT



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ENVIRONMENTAL CONSULTING  
LANDSCAPE ARCHITECTURE  
WWW.GRWAINC.COM

L:\Projects\0221\0221\022118\_AWP\_001.dwg

**Exhibit 3**  
**Lakeside South**  
**Planned Unit Development (PUD) Guidelines**

**LAKESIDE SOUTH**  
**PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES**  
(Revised 8-04-2023)

**I. STATEMENT OF PURPOSE & INTENT**

Lakeside South, located in Cedar Lake, Indiana, is a 220 acre residential community consisting of Single Family Homes, Maintenance-free Single Family Homes and Paired Villas. Lakeside South's goal is to provide a variety of attractive housing styles serving the needs of Cedar Lake residents.

**II. AUTHORITY/DEFINITIONS**

Authority. These standards will apply to all property contained within the Lakeside South Planned Unit Development. The guidelines will become the governing standards for review, approval and modification of development activities occurring on the property. The subdivision and authority and zoning ordinances and regulations for the Town of Cedar Lake will apply where the provisions of this guide do not address a specific subject.

Definitions.

1. "HOA" - Homeowner's Association
2. "Lot Width" - Lot Width is the horizontal distance between side lot lines measured at the established front yard setback line.
3. "Planned Unit Development (PUD)" - This Planned Unit Development provides a maximum degree of flexibility to accommodate Single Family homes, Maintenance-free Single Family Homes and Paired Villas as shown on the drawing attached to this PUD Ordinance.

**III. GENERAL LOCATION, LAND USE, AND LEGAL DESCRIPTION**

Location and Surrounding Land Uses - The proposed community is approximately 220 acres and is located south of Lakeside, Unit 2 and north of 141<sup>st</sup> Ave. The property is presently undeveloped farm land.

Access - Primary access to the development will be through a new entrance on 141<sup>st</sup> Ave., one (1) road stub from the north (Lakeside, Unit 2) and one (1) road stub to the west (Future Lotton Development). A future road stub will be provided to undeveloped land to the East.

**IV. PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES**

Lakeside South provides up to five hundred and fifty (550) units, consisting of a mix of 80' wide single-family lots, 70' wide Maintenance-free Single Family Lots, 90' wide Paired Villas and large areas of open space to accommodate a variety of housing needs.



## **V. PLANNED UNIT DEVELOPMENT (PUD) PERMITTED USES**

### **Single Family Homes**

The following standards will apply for all uses in “Traditional Single-Family” lots.

#### Permitted Uses:

1. Single Family Detached Dwelling Units
2. Open Space

#### Special Conditions:

1. Minimum Lot Area and Width
  - a. Minimum Lot Width = 80'. (95' min. corner lots)
  - b. Minimum Lot Area = 10,000 SF (12,500 corner lots)
2. Building Setbacks:
  - a. Front Yard: 30'.
  - b. Side Yards: Minimum 8', abutting a street 25'
  - c. Rear Yard: Minimum 25.'
3. Minimum Building Size (meets or exceeds standard)
  - a. One (1) story minimum of 1,800 square feet.
  - b. One and a half (1 ½) story minimum of 2,000 s.f.
  - c. Two (2) Story minimum of 2,200 square feet.

(All other conditions will follow current R-2 Zoning District requirements)

### **Maintenance Free Single Family Homes**

The following standards will apply for “Maintenance Free Single-Family” lots.

#### Permitted Uses:

1. Single Family Detached Dwelling Units
2. Open Space

#### Special Conditions:

1. Minimum Lot Area and Width
  - c. Minimum Lot Width = 70' (80' min corner lots)

- d. Minimum Lot Area = 9,000 SF (10,000 SF corner lots)
- 2. Building Setbacks:
  - a. Front Yard: 25'.
  - b. Side Yards: Minimum 8', abutting a street 20'
  - c. Rear Yard: Minimum 25.'
- 3. Building Size
  - a. Minimum building size of 1,400 square feet.

(All other conditions will follow current RT Zoning District requirements)

### **Paired Villas**

The following standards will apply for “Paired Villa” lots.

Permitted Uses:

- 1. Two-Family Dwelling Units
- 2. Open Space

Special Conditions:

- 2. Minimum Lot Area and Width
  - e. Minimum Lot Width = 90' (102' min. corner lots)(exceeds std.)
  - f. Minimum Lot Area = 12,000 SF (13,000 SF corner)(exceeds std.)
- 2. Building Setbacks:
  - a. Front Yard: 25'.
  - b. Side Yards: Minimum 8', abutting a street 20'
  - c. Rear Yard: Minimum 25.'
- 3. Building Size
  - a. Minimum building size of 1,400 square feet.

(All other conditions will follow current RT Zoning District requirements)

### **Open Space**

The following standards will apply for all uses in the Open Space.

Permitted Uses:

Bicycle and walking trails, parks, detention/retention areas, environmental areas, landscape buffers, screening buffers, and open

space. The primary function of which is to serve the residents and guests of the Planned Unit Development.

## **VI. COMMUNITY DEVELOPMENT REGULATIONS**

### General Development Regulations

1. The community will be subject to a declaration of covenants and restrictions establishing procedures for architectural and landscape review and maintenance obligations of the Homeowner's Association.
2. The Homeowner's Associations (HOA) will have the obligation to maintain common area facilities, landscaping, entries, signage, trails, parks and detention areas. These items will not be maintained by the Town of Cedar Lake.
3. Sales offices in unsold units are permitted in each type of housing for the duration of the sale of the overall community.
4. Roads and other physical attributes shown on this PUD site plan are conceptual, their exact placement may be modified during the Plan Commission review process.

### PUD Roadway Standards

1. All interior roads
  - 60' Right-of-Way - Cedar Lake Standard
  - 30' Roadway Width - Back to Back of Curb - Cedar Lake Standard
  - 5' Concrete Sidewalk at Right-of-Way Line - Cedar Lake Standard
2. 141<sup>st</sup> Avenue
  - 40' Right-of-Way (from centerline)
  - New Curb along frontage at 18' off centerline
  - 10' Paved Path (in lieu of sidewalk)

## **VII. LIGHTING**

The lighting for Lakeside South shall conform to the Lighting Ordinance of the Town of Cedar Lake.

## **VIII. PARK DEDICATION**

A minimum of 4.7 acres of land will be set aside and dedicated for a community Park. The land will be improved with grading, landscaping, 8 on-site parking spaces, and a minimum of \$50,000 worth of playground equipment. In addition, a 10' wide paved path

will be constructed from the east boundary of the neighborhood to the west boundary of the neighborhood.

## **IX. DRIVEWAYS**

All driveways constructed in Lakeside South shall be made of concrete.

## **X. LANDSCAPING REQUIREMENTS**

Landscaping Requirements shall meet or exceed the current Cedar Lake Zoning Ordinance. **In addition**, the following shall be the minimum landscape requirements for Lakeside South:

- All Lots:
  - Full Irrigation System required
  - At least 1 front tree per unit (2 on corner lots)
  - At least 1 additional tree per lot
  - Minimum of 10 Shrubs

No trees or shrubs shall be on the Town of Cedar Lake prohibited species list. No trees in parkways and five (5) feet from the sidewalks on lots.

## **XI. ARCHITECTURAL REQUIREMENTS (for all Units)**

1. Min. 2 car attached garage required. Overhead garage doors must contain glass.
  2. 25% brick or stone front exterior excluding dormers. Exceptions upon architectural review.
  3. No Blank walls.
  4. Roof pitch minimum 6/12, exceptions upon architectural review.
  5. No Bi-level, Tri-level, Quad- level homes.
  6. All units require light post to be purchased and installed by owner or builder.
  7. All units require common mailbox to be purchased and installed by owner/builder.
  8. Any fencing must be wrought iron style and requires individual approval.(No PVC or wood). **No fencing allowed in Maintenance Free Single Family or Paired Villas (except small privacy screens between units).**
- **Architectural Approval required for all elevations- windows or doors must be present on all elevations. Glass and special architectural details required on all overhead garage doors. A reasonable minimum architecture detail will be required to help ensure home values for all homeowners and will be reviewed before permits may be applied for.**

**Exhibit 4**  
**Declaration of Covenants, Conditions, Restrictions**  
**& Easements for Lakeside South**

**COPY**

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LAKESIDE, UNIT 1, BLOCK 1  
RECORDED IN PLAT BOOK 110, PAGE 13  
LAKE COUNTY, INDIANA**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESIDE, UNIT 1, BLOCK 1** (this Declaration), made this 12<sup>th</sup> day of MAY, 2017, by **CEDAR LAKE 133, LLC**, an Indiana limited liability company (the Declarant).

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of the real estate legally described herein and commonly known as Lakeside, Unit 1, a Subdivision in the Town of Cedar Lake, Lake County, Indiana; and

**WHEREAS**, the Declarant desires to develop Lakeside, Unit 1, except Outlots A and B, as a single family residential subdivision under a general plan and scheme of development and improvement; and

**WHEREAS**, the Declarant desires to promote the orderly development of the Subdivision by projecting the real estate owned by the Declarant to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subdivision described herein and real estate comprising the development; and

**NOW THEREFORE**, the Declarant hereby declares that the single-family platted lots located in Unit 1, except Outlots A, B and C, as well as any subsequently Added Property (as hereinafter defined), shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said Lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision together as a whole and of each of the said lots situated in each of the developments described herein.

**ARTICLE I**

**DEFINITIONS**

The following terms or words, when used in this Declaration, shall have the meanings attributed below:

**Section 1.01.** “**Added Lots**” shall mean the Lots comprising the Added Property submitted to the provisions of this Declaration by a supplemental amendment in accordance with Article XVIII hereof.

**Section 1.02.** “**Added Property**” shall mean any portion of the Development Area submitted to the provisions of this Declaration in accordance with Article XVIII hereof.

**Section 1.03.** “**Assessments**” shall mean Assessments for Common Expenses provided for herein or by any Supplemental Amendment or by any other amendment hereof pursuant to Article X hereof which shall be used for the purposes of promoting the health, safety, welfare, common benefit and enjoyment of the

2017 030627

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MAY 17 2017  
MICHEL B. BOON  
CLERK

**FILED**

MAY 17 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

M2016-004

2829

Owners and Occupants of the Lots against which the Assessments are levied, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below. The Assessments shall be levied equally against the Owners of the Lots unless otherwise specifically set forth herein.

**Section 1.04.** “**Association**” shall mean and refer to the Lakeside of Cedar Lake Homeowners Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns. The “Board of Directors” or “Board” shall be the elected body of the Association having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with its Articles of Incorporation, By-Laws, and Rules and Regulations, attached hereto as Exhibits “B”, “C” and “D”, respectively.

**Section 1.05.** “**Common Area**” shall mean (i) Outlot B shown on the recorded plats and the improvements thereon, (ii) entrance area and signage easement(s) with associated landscaping features, identifying the Subdivision, if installed by Declarant or the Association, (iii) all real and personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, and (v) all other improvements located on or within the Submitted Parcel owned or controlled by the Association and available for the common benefit and/or use of the Owners or for the maintenance or management of any part of the Development Area.

**Section 1.06.** “**Common Expenses**” shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

**Section 1.07.** “**Community-Wide Standard**” shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Development Area. Such standard may be more specifically determined and set forth by the Architectural Review Committee, or by the Board of Directors.

**Section 1.08.** “**Declarant**” shall mean Cedar Lake 133, LLC, an Indiana limited liability company, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of the Subdivision from the Declarant for the purpose of development.

**Section 1.09.** “**Development Area**” shall mean the real estate described on Exhibit “A” hereto with all improvements thereon and any additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to the real estate then subject to this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said plat of real estate, and (d) upon addition of the real estate to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association.

**Section 1.10.** “**Lot**” shall mean and refer to any lot in the Subdivision, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a Structure could be constructed, whether or not one has been constructed.

**Section 1.11.** “**Maintenance**” shall mean the exercise of reasonable care to maintain and upkeep Structures, water detention or retention easements, landscaping and/or other related improvements and fixtures in a condition comparable to their original condition.

**Section 1.12.** “**Member**” shall mean and refer to a Person entitled to Membership in the Association, as provided herein.

**Section 1.13.** “**Mortgage**” shall include a deed of trust, as well as a mortgage.

**Section 1.14.** “**Mortgagee**” shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

**Section 1.15.** “**Mortgagor**” shall include the trustor of a deed of trust, as well as a mortgagor.

**Section 1.16.** “**Occupant**” shall mean and refer to one or more Persons which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by leave, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

**Section 1.17.** “**Owner**” shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, including the Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) shall be considered the Owner.

**Section 1.18.** “**Person**” means a natural person, a corporation, a limited liability company, a partnership, trustee or other legal entity.

**Section 1.19.** “**Residential Unit**” shall mean one of the Lots and the single-family residence located thereon, which is a part of the Subdivision intended for independent ownership for use and occupancy as a single-family residence. The boundaries of Residential Units shall be the boundary lines of the Lots conveyed by Declarant to the Owners. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of Lake County, Indiana, or other local governmental entity.

**Section 1.20.** “**Structure**” shall mean any building, pool, driveway, breezeway, accessory building or fixture that is permanent.

**Section 1.21.** “**Subdivision**” shall mean and refer to the real estate commonly known as Lakeside, a Subdivision in the Town of Cedar Lake, Lake County, Indiana, and additions thereto and less and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall initially include the real estate described in Article II, Section 1.

**Section 1.22.** “**Submitted Parcel**” shall mean that portion of the Development Area which is described on Exhibit “A” attached hereto, as Exhibit “A” may be amended from time to time, together with all rights appurtenant thereto.

**Section 1.23.** “**Supplemental Amendment**” shall mean a supplement to this Declaration to submit Added Property to this Declaration in accordance with Article XVIII hereof. Such Supplemental Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Added Property submitted by that Supplemental Amendment to the provisions of this Declaration.

**Section 1.24.** “**Turnover Date**” shall mean the date on which the right of Declarant to select and designate all of the members of the Board of Directors is terminated pursuant to Section 16.01 hereof.



## ARTICLE II

### **PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM**

**Section 2.01. Legal Description.** The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Lake County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described as the Submitted Parcel on Exhibit "A."

**Section 2.02. Subdivision Restrictions.** Declarant shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to this Declaration, and to file Subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to the Subdivision.

**Section 2.03. Retractable Real Estate.** At the sole election of the Declarant, all of the real estate specifically described in Section 2.01 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. All Owners and mortgagees are hereby deemed to consent to the vacation, and waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the Declarant has withdrawn from this Declaration.

**Section 2.04. Easements.** There are platted on the plat of the Subdivision certain easements which shall be and are hereby reserved for the installation, construction, maintenance, repair or replacement of any and all public utilities and drainage and their poles, ducts, wires, pipelines, lines, conduit, sewers, manholes or other related utility or drainage facility. No permanent Structure shall be erected or allowed to be maintained on any easement. Declarant also reserves for itself and its designees (including, without limitation, the Town of Cedar Lake and any utility) the non-exclusive right and power to grant, modify or expand such specific easements as may be necessary, in Declarant's sole discretion, in connection with the orderly development of the Subdivision, and such easements may include easements upon, across, over and under the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. This reserved right of easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Subdivision and/or Development Area. The Owner of any property to be burdened by any easement granted pursuant to this Section shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned. No Owner shall grant an easement, license or permit others to use any Lot, or portion thereof, in the Subdivision for access to any property or real estate not located within the Subdivision.

## ARTICLE III

### USE RESTRICTIONS

**Section 3.01. Residential Restrictions.** The Residential Units shall be used only for one family residential, personal recreational and related purposes as may be more particularly set forth in this Declaration and amendments thereto. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association.

**Section 3.02. Building Method.** All improvements constructed on Lots in the Subdivision shall be subject to this Declaration, including but not limited to the provisions of this Article and Article XI.

**Section 3.03. Residential Setback Requirements.** All dwellings or houses and above-grade Structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the setback lines as established in the plat or plats of the various portions of the Subdivision and the local zoning codes and ordinances without variance or deviation unless approved by the applicable Board of Zoning Appeals and the Declarant.

**Section 3.04. Owner's Obligation to Maintain Lot.** Each Owner of an improved Lot which is subject to this Declaration shall at all times maintain the Lot and the improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Owner shall: (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds six (6) inches or more in height; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly.

**Section 3.05. Leasing Residential Units.** All lease or rental agreements to allow any other Person to occupy the Residential Unit as an Occupant with or without rent independent of the Owner must be in writing and shall not be for an initial term of less than six (6) months nor for less than thirty (30) days for any term thereafter. Every Owner shall cause all occupants of such Owner's Residential Unit to comply with this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Residential Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard.

**Section 3.06. Accessory Buildings.** In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Subdivision, any accessory buildings must be approved by the Declarant and/or the Architectural Review Committee, and must be in accordance with Town of Cedar Lake ordinances and specifications. All such accessory buildings may only be erected in the rear portion of a Lot, and may not exceed a 12' by 14' floor dimension. The maximum wall height shall be 8', with a maximum roof height of 12'. Any accessory building shall have exterior finishes that match the residence constructed on such Lot. No metal, fiberglass or "one-piece" vinyl accessory buildings shall be allowed.

**Section 3.07. No Temporary Building.** No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 3.08. Fences.** In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Subdivision, any fence must be approved by the Declarant or Architectural Review Committee as to size, location, height and composition before it may be installed. Only “wrought iron” style or aluminum fences will be allowed, and in any and all occasions chain link fences are prohibited from use anywhere in the Subdivision including dog runs and pet enclosures. All fences approved by the Declarant or Architectural Review Committee must also be approved and permitted by the Town of Cedar Lake.

**Section 3.09. Prohibition of Used Structures.** All Structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used Structures shall be relocated or placed on any Lot.

**Section 3.10. Mailboxes.** The Declarant or Architectural Review Committee may select and designate a standard mailbox and post for the Subdivision, to be purchased and installed by the Lot Owner. No Owner may install or use a mailbox or mailbox post that is composed of plastic, rubber or wood.

**Section 3.11. Antennae.** No exposed radio or television antennae or solar panels shall be allowed on any Structure or on any Lot which are visible from the front of such Structure or Lot. Satellite dish antennae, the dish for which does not exceed twenty (20) inches in diameter, shall be permitted.

**Section 3.12. Plants, Plant Material.** The planting materials are to be located on a Lot and shall be reasonably maintained at the Owner’s expense so as to present a healthy, neat and orderly appearance, free from refuse and debris. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of the Lot unless approved by the Declarant or Architectural Review Committee. All such landscaping shall be completed no later than six (6) months from the issuance of an occupancy permit by the Town of Cedar Lake.

**Section 3.13. Well and Septic Tanks.** No water wells shall be drilled on any Lot in the Subdivision without the approval of the Declarant or Architectural Review Committee. No septic tanks shall be installed on any Lot.

**Section 3.14. Boats and Motor Vehicles.** No recreational vehicles, motor homes, boats, boat trailers, recreational equipment and trailers, commercial vehicles over one-half ton, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot for more than forty-eight (48) hours, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

**Section 3.15. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. However, dogs, cats and other common household pets may be kept on Lots so long as they are not kept, bred, or maintained for commercial or hobby purposes. No animals shall be allowed to run loose at any time in the Subdivision, and they must be kept on a leash at all times. No dog be allowed to continuously bark, yelp, whine or howl by the Owner of any Lot in the Subdivision. No Owner may leave animals leashed and unattended outdoors for lengthy periods of time.

**Section 3.16. Rubbish, Trash, Garbage and Nuisance.** No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot and all trash shall be kept in sanitary containers and shall be stored inside the garage. No firewood, scrap wood, limbs, branches, compost, composters, paper, bottles, tires or similar substances, filth, rubbish trash or noxious substance shall be collected or remain on any Lot or any

part thereof which causes damage, prejudice or discomfort to others or the public or creates a breeding ground for insects or vermin.

**Section 3.17. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the residence to be constructed on a Lot.

**Section 3.18. Signs.** Except as hereinafter provided for Declarant, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot subject to this Declaration. An Owner may place one professional sign on any Lot advertising the Lot for sale.

**Section 3.19. Destruction of Structure.** No Structure which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than four (4) months from time of such destruction or damage.

**Section 3.20. Nuisances.** Nothing shall be done or maintained on any Lot which may be or become a nuisance to the Subdivision.

**Section 3.21. Immoral, Improper, Offensive and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of any Structure nor any part thereof.

**Section 3.22. Uses Affecting Insurance Rates.** An Owner shall not permit or suffer anything to be done or kept in a Structure or on a Lot which will increase the insurance rates on any adjacent Structure or Lot.

## ARTICLE IV

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 4.01. Membership and Meetings.** Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall there be more than one (1) vote for each Lot, subject to the provisions of Section 4.02.

The first annual meeting of the Association shall not be held until such time as the Declarant elects to terminate its sole control by delivery of written notice of such election to the Owners of record of the Lots or at such earlier time or times as may be determined by Declarant. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting, elect the Board of Directors of the Association in accordance with the provisions of the By-Laws and transact such other business as may properly come before the meeting.

**Section 4.02. Voting.** The Association shall have two (2) classes of Members who shall collectively vote on all matters presented for Member vote, as follows:

(a) Class A - Class A Members shall be all Owners of Lots with the exception of the Declarant; and

(b) Class B - Class B Member shall be the Declarant.

The Class A Members shall be entitled on all issues to one (1) vote for each Lot in which they hold an interest required for membership by Section 4.01 hereof. When more than one (1) Person holds such interest in any Lot as the case may be, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

The Class B Member shall be entitled on all issues to five (5) votes for each Lot in which it holds title. The Class B membership for a given Lot shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) upon conveyance of the title to a Lot to an unrelated third party Owner, or (ii) whenever the Class B Member elects to do so.

The voting rights of Members shall be subject to the Declarant's rights pursuant to the provisions of Article XVI, Article XVII and Article XVIII hereof.

**Section 4.03. Number Terms and Selection of Board of Directors.** The initial Board of Directors shall consist of three (3) directors who may but need not be Owners or Members of the Association, and who shall serve those terms of office as established by the By-Laws. The initial Board of Directors shall consist of Frank E. Schilling, Dean Schilling and Jack Slager. After the Turnover Date, directors shall be elected as otherwise required by the Articles of Incorporation and By-Laws of the Association and must be Members of the Association.

Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the By-Laws, from and after the date of the recording of the Declaration until the Turnover Date, the Association shall be governed by the Board of Directors appointed from time to time by the Declarant. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under this Declaration, the Articles of Incorporation, or the By-Laws, except as specifically limited herein. Such Board of Directors may appoint from time to time from among the Owners of Lots, one or more committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

(a) All Assessments shall be made in accordance with this Declaration.

(b) Such Board shall have no power to reallocate the voting power among the Members in any manner contrary to this Declaration.

(c) Such Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Declarant shall have the right to waive, on behalf of the Association, the annual meeting and annual accounting provided for in this Declaration, so long as Declarant retains control of the Association. At the time of turnover of control by Declarant, a meeting of the Association will be called, at which time the rights and powers of the Declarant-appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of this Declaration, the Articles of Incorporation and the By-Laws. Each Member shall be deemed to have given to Declarant an irrevocable proxy to vote on any and all

matters on which such Member is entitled to vote under this Declaration, or under the Articles of Incorporation or the By-Laws of the Association. The proxy hereby granted to Declarant shall be deemed to be coupled with an interest and irrevocable. Such proxy shall terminate as of the Turnover Date as set forth above.

## ARTICLE V

### MAINTENANCE

#### **Section 5.01. Association's Responsibility.**

A. Unless otherwise provided by an amendment to the By-Laws of the Association by a vote of two-thirds (2/3) of the votes of the Members (not two-thirds (2/3) of a quorum), and subject to the Association's responsibility for maintenance of the Submitted Parcel (except for services provided by the Town of Cedar Lake and/or Lake County, Indiana) shall be limited to the maintenance, repair, and replacement of the Common Area including but not limited to the retention/detention ponds and any other outlots hereinafter deeded to the Association and located in recorded plats or the Added Property.

**Section 5.02. Owner's Responsibility.** Except as provided in Section 5.01 hereof, all maintenance, repair and replacement of the residence, Structures, sidewalk and driveway located on the Lot shall be sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community Wide Standard of the Project and the applicable covenants; provided, further, the Owner shall be responsible for the following:

- (a) mowing any grass and caring for any lawn or landscaping that is located on the Lot;
- (b) removing snow from the sidewalks on the Lot;
- (c) maintaining, repairing and replacing of the post light, the light bulbs within the post light and the dusk-to-dawn sensor on the post light;
- (d) maintaining, repairing and replacing the Owner's mailbox to Subdivision standards;  
and
- (e) providing the Association with the Owner's name, address, phone number and insurance company information and to keep the Association informed of any changes thereto.

**Section 5.03. Retention and Detention Ponds.** The Declarant has or will convey to the Association the Common Area which contain detention ponds located on the property, the legal descriptions of said ponds is as follows:

Outlot "A," Lakeside Subdivision, Unit 1, to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 110, Page 13, in the Office of the Recorder of Lake County, Indiana.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

**Section 6.01. Association Insurance.** The Association's Board may obtain a public liability policy covering the Common Area and the Association and its Members for all damages or injury caused by the

negligence of the Association or any of its Members or agents acting for or on behalf of the Association. The public liability policy shall have at least a One Million Dollars (\$1,000,000.00) single person limit with respect to bodily injury and property damage, a One Million Dollars (\$1,000,000.00) limit per occurrence, a Two Million Dollars (\$2,000,000) limit aggregate, and a Two Hundred Fifty Thousand Dollars (\$250,000.00) minimum property damage limit.

Premiums for all insurance required to be carried by the Association shall be Common Expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added as Common Expenses attributable to insurance premiums.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent necessary, and errors and omissions insurance on directors, officers, employees and other Persons handling or responsible for Association matters. The amount of coverage shall be determined in the Board's best business judgment. Insurance may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

**Section 6.02. Owner's Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance for all insurable improvements on the Owner's Lot against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost and any repair or reconstruction in the event of damage or destruction from any such hazard, including coverage for interior improvements constructed by Owners, and public liability insurance with the same limits and coverages required of the Association, to cover claims arising from occurrence on the Owner's Lot. This insurance shall at all times also name the Association as an additional insured. Each Owner shall promptly provide to the Association a certified copy of any and all applicable insurance policies upon request of the Association.

All such insurance coverage obtained by the Owner shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in Indiana and holding a rating of A- or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the exclusive benefit of the Owners, subject to the additional insured requirements set forth above.

(c) Each Owner shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association, the Association's Board of Directors and the other Owners;

(ii) that no policy may be cancelled, invalidated or suspended on account of the Association or any one or more other Owners without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association or any Owner or mortgagee;

(iii) that any “other insurance” clause in any policy exclude the Association’s policies from consideration; and

(iv) that no policy may be cancelled or substantially modified without at least thirty (30) days’ prior written notice to the Association.

Immediately after the damage or destruction by fire or other casualty to all or any part of any Lot covered by insurance written in the name of an Owner, such Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, reconstruction and replacement of the damaged or destroyed Lot. The Owner, with the use of such insurance proceeds, shall proceed immediately with the repair, reconstruction and replacement. As used in this paragraph, repair, reconstruction and replacement means repairing, restoring and replacing the Lot to substantially the same condition in which it existed prior to the fire or other casualty, but subject to the approval of the Architectural Review Committee. If such proceeds are not sufficient to defray the cost of repair, reconstruction and replacement, the Owner shall be personally responsible for funding the difference.

## ARTICLE VII

### NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of a Lot or any part thereof, nor shall any Person acquiring any interest in any Lot or any part thereof seek any such judicial partition unless the Subdivision or relevant portion thereof has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring title to real property which may or may not be subject to this Declaration.

## ARTICLE VIII

### CONDEMNATION

Whenever all or any part of a Lot shall be taken (or conveyed in lieu of and under threat of condemnation by the Owner) by any authority having the power of condemnation or eminent domain, each Owner damaged by such condemnation shall be entitled to pursue all available remedies against the condemning authority. Should any property owned or maintained by the Association for common use be affected by the condemnation, the Association shall be entitled to pursue all available remedies against the condemning authority for the damages sustained to such property.

## ARTICLE IX

### RIGHTS, OBLIGATIONS AND POWERS OF THE ASSOCIATION

**Section 9.01. Personal Property for Common Use.** The Association, through action of its Board of Directors, may acquire, own, lease, hold and dispose of tangible and intangible personal property.

**Section 9.02. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the operations of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may be imposed in accordance with Article XII. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association shall permit the Town of Cedar Lake



and/or Lake County, Indiana, to enforce ordinances on the Subdivision for the benefit of the Association and its Members.

**Section 9.03. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE X

### **ASSESSMENTS**

**Section 10.01. Creation of Assessments.** There are hereby created Assessments for Common Expenses authorized by the Board of Directors to be commenced at the time and in the manner as determined by the Board of Directors in its sole discretion. Notwithstanding anything to the contrary in this Declaration, no Assessments shall be levied on a Lot unless and until the Declarant sells such Lot to an unrelated third party Owner; provided, however, that if the Declarant repurchases a Lot from a third party Owner the Declarant, as the succeeding Owner, shall be responsible for timely payment of ongoing Assessments related to such Lot. Assessments shall be for expenses determined by the Board to be for the benefit of the Association. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs, and reasonable attorneys' fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made. If any Assessments are not paid within thirty (30) days of due date the same shall be deemed to be past due and subject to collection.

Each such Assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in a Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Common Expenses.

**Section 10.02. Computation of Assessment.** It shall be the duty of the Board, at least sixty (60) days before the beginning of the budget year (the budget year shall be from January 1 through December 31) and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated Common Expenses during the coming budget year. Subject to the provisions of Section 10.05 hereof, the budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Lot for the following budget year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the Assessments shall become effective when adopted by the Board of Directors.

Notwithstanding the foregoing, however, in the event the Board fails for any reason so to determine the budget for the succeeding budget year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding budget year.

Until the Board of Directors of the Association establishes an Assessment, at the time that each Lot is transferred from the Declarant to the new Owner, an initial Assessment of Two Hundred Fifty Dollars (\$250.00) shall be collected at the closing. In addition, each Owner shall be responsible to pay a yearly Assessment of Two Hundred Fifty Dollars (\$250.00) or as otherwise determined by the Board per calendar year (prorated for the first year of ownership) which amount shall be due on or before March 30 of said year.

**Section 10.03. Special Assessments.** In addition to the Assessments authorized in Section 10.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year, provided, however, that such Special Assessment for any purpose other than as a sanction against an Owner shall have the vote or written assent of greater than fifty percent (50%) of the votes of a quorum of the votes of Members entitled to vote at a meeting called for the purpose. The Association may also levy a Special Assessment as a sanction against any Member to reimburse the Association for costs incurred in bringing a Member and his or her Lot into compliance with the provisions of the Declaration, the Amendments thereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board.

**Section 10.04. Lien for Assessments.** When a notice of the lien has been recorded, such Assessment or Special Assessment shall constitute a perfected lien on each Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgage or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association, following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 10.05. Capital Budget and Contributions.** In the event that the Association becomes the Owner of any capital asset, or is charged with the duty for the upkeep, maintenance and repair of a capital asset, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in any amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 10.02 hereof. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

**Section 10.06. Date of Commencement of Annual Assessments.** The annual Assessments provided for herein shall commence as to each Lot on the first day of each year and shall be prorated to the date of conveyance of title to an Owner of said Owner's Lot from the Declarant or its assignee. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of months then remaining in that budget year. In no

event shall the Declarant be responsible or liable for Assessments as to any Lot during the period prior to the conveyance of title of any such Lot to a third party Owner.

**Section 10.07. Subordination of the Lien to First Deeds of Trust and First Mortgages.** The lien of the Assessments, including interest, late charges subject to the limitations of Indiana law, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any bona fide first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment or Special Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments or Special Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his successors and assigns shall not be liable for the share of the Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of the Assessments shall be deemed to be Common Expense collectible from all of the Lots, including such acquirer, his successors and assigns.

## ARTICLE XI

### **ARCHITECTURAL REVIEW PROCESS**

**Section 11.01. Objectives.** The Declarant and Association's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes to a Lot will be of good and attractive design and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

**Section 11.02. The Committee.** To achieve the Declarant and Association's objectives, the Declarant shall create a three (3) member Architectural Review Committee with the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The right to appoint and remove all members of the Committee or the alternative right to solely act as the Committee, shall vest solely in the Declarant, its successors and assigns, until such time as Declarant, in its sole option, at any time hereafter relinquishes to three (3) Lot Owners the power to appoint and remove one or members of the Committee. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. It is the intention and purpose of this Declaration to ensure that all Structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other Structures within the development.

**Section 11.03. Materials to be submitted.** No improvements shall be constructed or placed on any Lot within the Subdivision until final plans and specifications showing the site plan and all existing or proposed improvements have been submitted to, and approved in writing by the Committee or Declarant, as the case may be. An Owner may choose to submit a preliminary concept to the Declarant or Committee, which concept, if approved, may be incorporated into final plans and specifications. If a preliminary concept is approved by the Declarant or the Committee, a final plan which is substantially similar to the preliminary concept plan shall be approved by the Declarant or the Committee as to those items submitted in the preliminary concept.

The Owner shall request architectural review in writing, and shall furnish two (2) complete copies of each of the following:

(a) The Lot site plan or plat prepared by a registered surveyor showing elevations, setbacks, erosion control, drainage and the location and dimensions of all proposed residences, Structures and accessory buildings;

(b) Drawings and specifications of all proposed exterior building surfaces, showing elevations and including the color, quality and type of exterior construction materials;

(c) Any additional information reasonably required for, or requested by the Committee which shall enable the Committee to determine the location, character, design, scale and appearance of the proposed improvements, including the square footage of any proposed improvement;

Changes in approved plans and specifications, or subsequent alterations, additions and changes to any existing improvements that affects dwelling size, placement or external appearance must be similarly submitted to and approved by the Declarant or the Committee. Plans and specifications for the repair or reconstruction of improvements after casualty or condemnation must be similarly submitted to and approved by the Declarant or the Committee.

**Section 11.04. Procedure.** The Committee, or Declarant, as the case may be, shall disapprove preliminary concepts or plans and specifications submitted to it in the event the same are not in accordance with this Declaration or if the concept or final plans and specifications submitted are incomplete, and shall specify the reason for such disapproval. The Committee or Declarant may also refuse to grant approval when the proposed improvement, construction or modification, or any part thereof, would be contrary to the interests, welfare or rights of all or any part of the other Owners, all as determined in the sole discretion and opinion of the Committee or Declarant. The Declarant or the Committee shall consider any request which is submitted in accordance with the terms hereof on the basis of its conformity and harmony of external design and location in relation to surrounding Structures, relation to topography, grade and finish ground elevation of the Lot being improved to that of neighboring sites, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and rooftop installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Declarant or the Committee shall, within thirty (30) days after the submission of such complete plans and specifications, approve or disapprove any such request in writing. In the event such plans and specifications are disapproved, the Declarant or the Committee shall specify the reasons therefor. If the Declarant or the Committee fails to so approve or disapprove such request within thirty (30) days after such plans and specifications are submitted, such request shall be deemed approved. The decision of the Declarant or the Committee shall be final, but the Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. The Declarant or the Committee shall retain one (1) full set of each Owner's final plans for its file. The Declarant or the Committee shall have the rights, in its sole discretion, to approve the builder of the improvements on the Lot.

**Section 11.05. Completion of Improvements.** Upon obtaining the final plan approval of the Committee, the Owner shall, as soon as practicable, proceed diligently with the commencement and completion of all approved improvements.

**Section 11.06. Variances.** The Architectural Control Committee, by the written consent of two-thirds of the members thereof, or by the decision of Declarant, as the case may be, is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that variances shall not materially injure any other Lot or improvements within other Lot, and shall otherwise be subject to all applicable laws, ordinances, rules and regulations of any

governmental agency or political subdivision having jurisdiction over the Lot. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Person, Owner, Occupant or Lot.

**Section 11.07. Liability.** Neither the Committee, Declarant, nor any member, employee or agent thereof, shall be liable to any Owner, to anyone submitting plans for approval, or to any other Person, by reason of good faith exercise of judgment or mistake or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications or for any other action in connection with its or their duties hereunder. No Committee member shall receive any compensation for serving on the Architectural Control Committee.

The Committee, Association and Declarant, as well as the Declarant's employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; and (e) the development of any property within Lakeside additions to the Town of Cedar Lake, Lake County, Indiana. Any Person submitting plans to the Committee or Declarant shall hold the Committee, Association and Declarant harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney fees incurred.

**Section 11.08. Remedies.** If any Owner believes that:

- (a) the disapproval of any plans and specifications;
- (b) the finding of any unfulfilled declaration obligations; or
- (c) the finding of a nuisance or violation under this Declaration is arbitrary and capricious,

then the Owner must, as its sole remedy, submit the matter to final and binding arbitration pursuant to the provisions of the Indiana Uniform Arbitration Act and the rules of the American Arbitration Association not in conflict with said Act. The fees for the arbitrator and a court reporter shall be divided equally between the Owner and the Committee and/or Association. All other costs shall be borne by the party incurring same. The parties to arbitration agree to cooperate in providing the relevant documents, witnesses, employees, agents and contractors requested by the other party. No arbitrator shall vary form, or change the provisions of this Declaration.

**Section 11.09. Minimum Criterion for Architectural Review.** No residence shall be permitted to be constructed upon a Lot, nor shall the Committee be required to approve any construction which shall fail to comply with the following minimum requirements:

(a) **Minimum Finished Floor Area.** The minimum finished floor area (as hereinafter defined) of each residence on a Lot shall be as follows:

- (1) All one (1) story residences shall have a minimum finished floor area of one thousand four hundred (1,400) square feet.

(2) All one and one-half (1-1/2) story residences shall have a minimum finished floor area of one thousand six hundred (1,600) square feet.

(3) All two (2) story residences shall have a minimum finished floor area of one thousand eight hundred (1,800) square feet.

(b) Requirements Applicable to all Residence Construction.

(1) All residences shall be required to have at least an attached two-car garage, which garage, as indicated below, shall not be included when computing the finished floor area. **Overhead garage doors require windows and/or special architectural details.**

(2) At least 25% of the front exterior of the residence shall be masonry, brick, or stone, unless a variance is approved by the Architectural Review Committee.

(3) All driveways and service walks shall be of concrete or brick pavers. During construction, each Owner must install, at its expense, a five foot (5') public sidewalk of poured concrete along all street frontages and within the public right-of-way as shown on the engineering plans. All public sidewalks will comply with the construction standards of the Town of Cedar Lake.

(4) **There shall be no "blank" elevations in which windows and/or doors are absent (including garage walls). Specific scrutiny will be given to this area by the Architectural Review Committee.**

(5) No panel sidings, such as plywood or Masonite, may be used unless a variance is approved by the Architectural Review Committee.

(6) Each residence shall be compatible with residences on neighboring Lots and the contour of the land. Corner Lots and front elevations on main thoroughfares will have additional scrutiny to architectural detail. No building previously constructed elsewhere shall be moved upon any Lot within the Subdivision. Pre-fabricated and modular homes are prohibited, as well as any homes constructed on a slab. Bi-Level, Tri-Level or Quad-level homes with exceptional architectural detail may be considered.

(7) All foundations shall be poured concrete. The use of steel framing studs is prohibited.

(8) All windows shall be manufactured by Andersen Window Company.

(9) Roof pitches are to be a minimum of 6/12 pitch unless a variance is approved by the Architectural Review Committee. All plumbing stacks and roof vents or ventilators shall be located in the rear of the residence roof.

(10) No exposed radio or TV antennas, satellite dish antennas over twenty (20) inches in diameter, or solar panels will be allowed on any Structure or Lot which is visible from the front of such Lot without approval of the Architectural Review Committee.

(11) Within ninety (90) days of the issuance of an occupancy permit, Owners shall plant at least two (2) trees at least thirty (30) feet apart but no more than fifty (50) feet apart in the parkway between the curb and sidewalk. On corner lots, at least four (4) trees must be planted, at least two (2) on each frontage. In addition, at least one (1) tree must be planted in the front yard. Trees must be at least 2" caliper and a species not prohibited by the Town of Cedar Lake. The Declarant or the Architectural Review Committee shall have the right to plant and charge Owners for tree cost and installation labor for non-compliance with lien rights for non-payment within thirty (30) days.

(12) All Lots shall be landscaped within forty-five (45) days of issuance of an occupancy permit, weather permitting. Landscaping for winter occupancy permits shall be completed by May 15. Landscaping shall include a grass sodded front yard and side yards and grass sodded or seeded rear yard. A landscaped border of no less than 36" shall be maintained around the front elevation of the residence which shall consist of shrub/ flower plantings. All landscaping must conform minimally to the Town of Cedar Lake Landscape requirements.

(c) For purposes of this Section, the following definitions are applicable:

(1) A one (1) story residence is defined as a dwelling having all living area on one floor. The living area floor level is at or slightly above the exterior grade level.

(2) A one and one-half (1 2) story residence is defined as a dwelling having one and one-half floors of living area, both above grade, with the second floor of living area consisting of approximately one-half of the size of the ground level.

(3) A two (2) story residence is defined as a dwelling having two floors of living area, both above grade and both approximately the same size;

(4) Finished floor area is defined as finished living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage, but shall specifically exclude attached garages, carports, open terraces, porches, basements and breezeways. To qualify as finished floor area the interior finish must be of a manner and quality of materials in keeping with the other rooms.

(d) Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within twelve (12) months from the date final approval of the plans by the Declarant or Architectural Review Committee, except that such period may be extended for a reasonable time by reason of Acts of God, labor disputes or other matters beyond the Owner's control.

(e) The location and elevation of each Structure, including driveways, on a Lot shall be subject to approval in writing by the Declarant or Architectural Review Committee, giving consideration to setback lines and easements on the recorded Subdivision, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

(f) Grading of Lots shall be in compliance with the Town of Cedar Lake requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent Lot or Lots. No construction debris or concrete (including wash outs) is to be



placed on any Lot other than the Lot being worked on at the time. All infrastructure are the responsibility of the Lot Owner and/or such Owner's builder until the Town of Cedar Lake accepts the Subdivision. Owners, whether legal or reserve, are to maintain their Lot(s) from debris, mowing and erosion.

**Section 11.10. Compliance with Soil Erosion Control Plan.**

(a) The Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with construction activity. Each Owner shall undertake all erosion control measures contained therein as the plan applies to "land disturbing activity" initiated by Owner or Owner's builders, contractors and their subcontractors and to comply with the Declarant's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Owner shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Owner, Owner's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

(c) The Owner and the Owner's contractors and subcontractors shall fully and completely comply with the soil erosion measures required by state and local law and this Declaration and, among other things, shall install, repair or replace slit fence, clean the street near the Owner's Lot, repair any damage to the asphalt street or curbs or do any other work required to comply with the Owner's obligations for soil erosion management. Upon the Owner or its contractors failure to timely comply with this Article, the Declarant may (but shall be under no obligation to) unilaterally take soil erosion management action with respect to a Lot, and the Owner shall be responsible and shall reimburse the Declarant within thirty (30) days for any such costs incurred. If not paid by the Owner or its contractors, this obligation shall be a lien on the Lot or Lots and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, as provided for herein and shall be subordinate to mortgage liens as provided for herein.

(d) The Owner shall also be responsible for erosion control maintenance of their Lot from the date of contract sale. In addition to the above, any Owner who does not comply with this Section shall be fined One Thousand Dollars (\$1,000.00) and may be charged an hourly rate by the Declarant to bring any Lot into conformance with this Section.

**ARTICLE XII**

**ENFORCEMENT**

Each Owner and Occupant of any Lot shall be governed by and shall comply with the terms of this Declaration and the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association

adopted pursuant thereto as they may be amended from time to time. The Declarant shall have no personal or other liability, obligation or responsibility to enforce the Declaration or any part thereof. A default or violation by an Owner or Occupant of any Lot shall entitle the Association or, in lieu thereof, any other Owner or Owners to the following remedies:

**Section 12.01. Authority and Administrative Enforcement and Procedures.**

(a) Authority. Lots shall be used only for those uses and purposes set out in this Declaration, and subject to the covenants and restrictions set forth herein, and in the By-Laws and Rules and Regulations of the Association. The Board of Directors shall have the power and authority to impose reasonable Special Assessments in accordance with Section 10.03 hereof, which shall constitute a lien upon the Owner's Lot and to suspend an Owner's right to vote, and to approve other appropriate sanctions in the event that it is determined in accordance with this Article XII that an Owner or Occupant has violated any provision of this Declaration, the By-Laws, or the Rules and Regulations as duly promulgated.

(b) Procedure. The Board of Directors shall not impose a Special Assessment as a sanction, suspend the right to vote, or infringe upon any other rights of an Owner or Occupant for any such violations unless and until the following procedure is followed:

(i) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (A) the alleged violation; (B) the action required to abate the violation; and (C) a time period, not less than ten (10) days, during which the violation may be abated without further sanction.

(ii) Notice. If the violation continues past the period allowed in the demand for abatement without sanction, the Association shall serve the violator with written notice of a hearing. The notice shall contain: (A) the nature of the alleged violation; (B) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (C) an invitation to attend the hearing and produce any statements, evidence and/or witnesses in his/her behalf; and (D) the proposed sanction to be imposed.

(iii) Hearing. The hearing shall be held in executive session by the Board of Directors pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, the invitation to be heard, and the written result and statements of the sanction shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting.

(c) Sanctions. The Board of Directors' power and authority to impose sanctions shall be governed by the following provisions:

(i) All Special Assessments imposed upon a violator under this Article shall bear a reasonable relationship to the violation, considering all the circumstances which may include, but shall not be limited to, the following:

(A) The actual costs and expenses incurred by the Board of Directors and the individual directors in the exercise of the power and authority under this Article XII, and in otherwise attempting to remedy the violation.

(B) The amount of actual damage done to other Owners and Occupants and/or their Lots and any Structures thereon and/or to the Association arising out of the violation or the efforts to remedy the effects of same.

(C) The amount which would be reasonably required to compensate the Association for the disruption of and inconvenience to, the community, the Association or any Member thereof, or Occupant of a Lot.

(D) The extent to which the violation is or was flagrant, and the extent to which the violator cooperated or hindered in any effort to remedy the violation.

(ii) All Special Assessments amounts imposed hereunder as a sanction shall be deemed to be a part of the Assessment attributable to the Lot owned or occupied by the violator, and shall be assessed against said Lot and its Owner as a Special Assessment to be due and payable on the date that the next Assessment payment would be due, and any such Special Assessments which are not paid as of that date shall become a lien on such Lot, and shall be collected and enforced in the same manner as Assessments.

(iii) Nothing herein contained shall be construed as granting to the Board of Directors the power or authority to impose such a Special Assessment which is punitive in nature, or to suspend an Owner's right to vote, unless the Board of Directors finds, by specific special findings of fact in accordance with the foregoing procedure, that the violator's conduct was willful, malicious, oppressive and/or outrageous in nature. Said special findings of fact shall specifically set forth all facts and circumstances.

(iv) All other sanctions imposed shall be reasonably related to the violation found.

(v) The decision of the Board of Directors made in accordance with the foregoing procedures shall be final.

**Section 12.02. Legal Remedies.** In addition to the administrative remedies set forth in Section 12.01 hereof, the legal remedies may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, an action to enforce the sanctions imposed by administrative procedure, or any combination thereof. The prevailing party shall be entitled to recover the costs of any legal proceeding including reasonable attorneys' fees and costs.

**Section 12.03. No Waiver of Rights.** The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

**Section 12.04. No Election of Remedies.** All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall be deemed to be cumulative, and

the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges.

### **ARTICLE XIII**

#### **AMENDMENT**

The Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations may be amended in the following manner:

**Section 13.01. Declaration.** Subject to the provisions of Article XIV, Article XV and Article XVIII, amendments to the Declaration shall be proposed and adopted as follows, provided, however, that no amendment may revoke, remove, or modify any right or privilege of the Declarant, without the Declarant's written consent.

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

(b) Resolution. Except as provided in subparagraph (d) hereof, a resolution to amend the Declaration may be adopted by the affirmative vote in person or by proxy of not less than three-fourths (3/4) of the votes of the Members (not three-fourths (3/4) of a quorum), at any regular or special meeting of the Members called and held in accordance with the By-Laws; provided, however, that any such amendment must also be approved and ratified by not less than three-fourths (3/4) of the Board of Directors (not three-fourths (3/4) of a quorum).

(c) Recording. The amendment shall not be effective until a certified copy thereof is recorded in the Office of the Recorder of Lake County, Indiana. A copy of any such amendment shall also be sent to each Owner and his Mortgagee by registered or certified mail; provided, however, the mailing of such amendment shall not constitute a condition precedent to the effectiveness of such amendment.

(d) Amendments by Declarant. Notwithstanding any other provision of the Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration, or the Articles of Incorporation, By-Laws, and Rules and Regulations, without the consent of the Owners, the Association, the Board of Directors or any Mortgagee, or any other Person, to: (i) correct scrivener's errors, minor defects or omissions; (ii) comply with the requirements of Indiana law; (iii) comply with the requirements of any governmental agency, public authority, or title insurance company; (iv) comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by each sell, insure or guarantee first mortgages covering Lots; (v) induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots; or (vi) add portions of the Development Area to the Submitted Parcel by Supplemental Amendment pursuant to Article XVIII hereof. This subparagraph (d) shall constitute an irrevocable special power of attorney to Declarant on behalf of all Owners, Mortgagees, and any and all other Persons having an interest of any kind in the Subdivision, for so long as Declarant and it shall become effective upon the recording of a copy

thereof in the Office of the Recorder of Lake County, Indiana. A copy of such amendment shall also be sent to all Owners and their Mortgagees in the manner provided in subparagraph (c) hereof.

**Section 13.02. Articles of Incorporation.** The Articles of Incorporation of the Association shall be amended in the manner provided by such documents or by law.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

**Section 14.01. Term.** The covenants and restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of an shall be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by at least seventy-five percent (75%) of the then Owners, has been recorded within the year preceding and the beginning of each successive period often (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

**Section 14.02. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action suite or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association, or arising out of their status as directors or officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include an indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of such Person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such Person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable grounds for such Person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer. Any right to indemnification provided for herein shall be not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 14.03. Perpetuities.** If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**Section 14.04. Owner's Obligation to Maintain and Repair.** Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence and Structures keeping the same in a condition comparable to the condition of such residence and Structures at the time of its initial construction.

**Section 14.05. Self-Help.** In addition to any other remedies provided for herein, the Declarant or its duly authorized agent shall have the power to take such remedial action, activity or otherwise perform or take such action or obligation of a defaulting Owner to bring a Lot into compliance with this Declaration. The Declarant or its duly authorized agent may enter upon a Lot or any portion of the Subdivision (including Common Area) to abate or remove, using such force as may be reasonably necessary, any construction, erection, thing or condition which violates this Declaration, the Architectural Guidelines, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Declarant shall give the violating Lot Owner five (5) days' written notice of its intent to exercise remedial activity (self-help). All costs of the Declarant's remedial activity (self-help), together with interest at the rate of twelve percent (12%) per annum, including attorneys' fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein. No liability shall be assumed or imposed by the Declarant's exercise or failure to exercise such remedial activity. Notwithstanding the foregoing, in the event of an emergency or the blockage or material impairment of the easement rights granted hereunder, the Declarant may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest as above described.

**Section 14.06. Notices.** Any notices required to be sent to any Owner under any provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Person who appears as owner on the records of the Lake County Auditor's official property tax records at the time of such mailing.

**Section 14.07. Usage.** Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

**Section 14.08. Effective Date.** This Declaration or any amendment hereto shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

**Section 14.09. Severability of Invalid or Unenforceable Provisions.** If any term, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other terms, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations. If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

**Section 14.10. Captions.** Captions used in this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.



**Section 14.11. Binding Effect.** This Declaration shall be binding upon and inure to the benefit of each Owner, its successor, grantees, assigns and the legal representatives thereof.

## ARTICLE XV

### **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article XV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these provisions apply only to AEligible Holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

**Section 15.01. Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request (such request to state the name and address of such holder, insurer or guarantor and the Lot address), to the Association (thereby becoming an AEligible Holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Submitted Parcel or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of Eligible Holders, as required in Section 15.02 hereof.

**Section 15.02. Special FHLMC Provision.** So long as required by FHLMC, the following provisions apply in addition to and not in lieu of the foregoing two sections of this Article. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the property shall not be deemed a transfer);
- (b) change the method of determining the obligations, Assessments, dues or other charges which may be levied against the Owner;
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Structure;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration;  
or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement of reconstruction of such.

The provisions of this Section 15.02 shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

**Section 15.03. Mortgagee's Right to Cure.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for any Common Area, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

## ARTICLE XVI

### **DECLARANT'S RIGHTS**

**Section 16.01. Control by Declarant.** Notwithstanding any of the other provisions of this Declaration or the By-Laws to the contrary, and in addition to any other right or privilege given or granted or reserved to Declarant under this Declaration, the first and all subsequent Board of Directors shall consist solely of three (3) individuals designated by Declarant, which individuals may be need not be Owners or Members until the date on which the Declarant elects to terminate its sole control by the delivery of written notice of such election to the Owners (the ATurnover Date”).

**Section 16.02. Absence of Warranty.** The Declarant specifically disclaims any warranty or representation in connection with the Subdivision or Development Area or this Declaration except as specifically set forth herein; and no Person shall rely upon any warranty or representation not specifically set forth therein. Any estimates of Assessments are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

**Section 16.03. Assessment Exemption.** Declarant shall be exempt from any Assessment levied by the Association on any or all Lots owned by the Declarant and/or Declarant's designees which are unoccupied and offered by the Declarant for sale.

**Section 16.04. Right to Amend Declaration.** The Declarant shall have the right to amend the Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations, in accordance with Article XIII hereof.

**Section 16.05. Transfer of Rights.** Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the Office of the Recorder of Lake County, Indiana.

**Section 16.06. Declarant's Reserved Rights and Easements.** Notwithstanding any provisions herein to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a

nonexclusive, perpetual right, privilege, and easement with respect to any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel, for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the real estate and any portion of the Development Area which becomes part of the Submitted Parcel, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, maintenance, repair, replacement, use and enjoyment and/or otherwise dealing with the Submitted Parcel and Development Area. The reserved easement shall constitute a burden on the title to all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel; and the right to tie into any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel with driveways, parking areas, streets, and drainage systems; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, and in connection therewith the right to store construction equipment and materials in appropriate areas in areas owned by Declarant without payment of any fee or charge whatsoever;

(b) the right to construct, install, replace, relocate, maintain, repair, use and enjoy model units, parking spaces, signs, lighting, construction offices, business offices and sales offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction of improvements and sale of units in all or any portion of the Submitted Parcel and Development Area; and

(c) no rights, privileges, and easements granted or reserved herein shall be merged into the title of any Structure within the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel.

This Section 16.06 may not be amended without the advance written consent of Declarant.

## **ARTICLE XVII**

### **LIMITATION ON DECLARANT'S LIABILITY**

**Section 17.01. Limitation on Declarant's Liability.** Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and becoming an Owner acknowledges and agrees, that neither Declarant (including without limitation any assignee of the interest of Declarant hereunder) nor any members of Declarant (or any member, partner, officer, director or shareholder in any such assignee) shall have any liability, personal or otherwise, to any Owner or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Declarant (or its assignee), to the extent of its interest in the

Subdivision; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

## ARTICLE XVIII

### ANNEXATION OF ADDITIONAL PROPERTY

**Section 18.01. Annexation without Approval of Membership.** As the Owner thereof, or if not the Owner, with the Consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until the end of the twentieth (20th) year after the recording of this Declaration, to annex, submit and subject to the provisions of this Declaration, all or any part of the Development Area, or other property adjacent to or in the vicinity of the Development Area, by recording an amendment to this Declaration ("Supplemental Amendment") as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to this Declaration by a Supplemental Amendment shall be referred to as "Added Property," and any Lot in the Added Property shall be referred to as "Added Lot." Added Property may be made subject to the Declaration at different times and there is no limitation on the order in which Added Property may be made subject to this Declaration. There is no limitation on the location of improvements which may be made on Added Property and no particular portion of the Development Area must be made subject to this Declaration.

**Section 18.02. Power to Amend.** In furtherance of the foregoing, Declarant reserves the right to record a Supplemental Amendment, at any time and from time to time prior to ten (10) years from the date of recording hereof, which amends those portions of this Declaration necessary to reflect the Added Property and the effect of the Added Lots.

**Section 18.03. Effect of Amendment.** Upon the recording of a Supplemental Amendment by Declarant which annexes and subjects Added Property to this Declaration, as provided in this Article, then:

(a) The restrictions, conditions, covenants, reservations, lien, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including Added Lots) and inure to the benefit of and be the personal obligation of the Owners of Added Lots in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Submitted Parcel and Owners of Lots which were initially subjected to this Declaration.

(b) Every Person who is an Owner of an Added Lot shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are Owners of Lots.

(c) Each Owner of an Added Lot shall pay a percentage of the Common Assessments due as calculated at the time of the annexation by the Board of Directors in its sole discretion; provided, however, the Owner of an Added Lot shall not be required to pay any installment of a Special Assessment levied to cover a deficit under a prior year's budget.

(d) The amount of the lien for Assessments, charges or payments levied against an existing Lot prior to the recording of the Supplemental Amendment shall not be affected unless specifically notified by the Declarant at the time of the annexation.

Such Supplemental Amendment shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Amendment unless otherwise provided herein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege and option to

annex such Added Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the Declarant of at least a portion of such Added Property and that such transfer is memorialized in a written, recorded instrument.

**Section 18.04. Amendment.** This Article XVIII shall not be amended without the written consent of Declarant, so long as the Declarant owns any portion of the Development Area.

**Section 18.05. Annexation of Common Areas.** If, at any time pursuant to this Article XVIII, property is annexed within, adjacent to or in the vicinity of the Development Area and said property includes common area, then it shall be the responsibility of the Association to maintain, repair and replace any part of the common area, including but not limited to any retention or detention ponds.

**IN WITNESS WHEREOF,** the Declarant has caused this Declaration of Covenants and Restrictions to be executed on the date first written above.

**CEDAR LAKE 133, LLC**

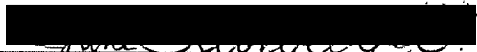
BY:

  
Frank E. Schilling  
Member

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank E. Schilling as Member of CEDAR LAKE 133, LLC and acknowledged the execution of the foregoing instrument for and on behalf of CEDAR LAKE 133, LLC and as its free and voluntary act.

Signed and sealed this 15th day of May, 2017.

  
Jane Hanberger, Notary Public

My Commission Expires: 10-3, 2022

County of Residence: Lake

This instrument prepared by:

Richard E. Anderson, #2408-45  
Anderson & Anderson, P.C.  
Barrister Court  
9211 Broadway  
Merrillville, IN 46410  
(219) 769-1892

**EXHIBIT "A"**

**Development Area**

Lakeside, Unit 1, Block 1, excluding Outlots A and B, a Subdivision in Lake County, Indiana, as per record plat thereof appearing in Plat Book 110, Page 13, in the Office of the Recorder of Lake County, Indiana.

**Submitted Parcel**

Lakeside, Unit 1, Block 1, excluding Outlots A and B, a Subdivision in Lake County, Indiana, as per record plat thereof appearing in Plat Book 110, Page 13, in the Office of the Recorder of Lake County, Indiana.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION  
FOR  
LAKESIDE OF CEDAR LAKE HOMEOWNERS ASSOCIATION, INC.**

**APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
03/03/2017 07:44 AM**

**ARTICLES OF INCORPORATION**

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

<b>BUSINESS ID</b>	201703021183793
<b>BUSINESS TYPE</b>	Domestic Nonprofit Corporation
<b>BUSINESS NAME</b>	LAKESIDE OF CEDAR LAKE HOMEOWNERS ASSOCIATION INC.
<b>PRINCIPAL OFFICE ADDRESS</b>	8900 Wicker Avenue, St John, IN, 46373, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

<b>NAME</b>	John A. Slager
<b>ADDRESS</b>	8900 Wicker Avenue, St John, IN, 46373, USA

**ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE**

<b>PERIOD OF DURATION</b>	Perpetual
<b>EFFECTIVE DATE</b>	03/02/2017

**ARTICLE IV - PRINCIPAL(S)**

No Principal on record.

**ARTICLE V - INCORPORATOR(S)**

<b>NAME</b>	John A. Slager
<b>ADDRESS</b>	8900 Wicker Avenue, St John, IN, 46373, USA



**ARTICLE VI - GENERAL INFORMATION**

**STATEMENT OF PURPOSE**

Section 1: To form an organization for the owners and residents of Lakeside, a development located in Lake County, Indiana, to primarily provide for the acquisition, management, maintenance and care of association common area property and promote the recreation, health, safety and welfare of said owners and residents. Section 2: To own, maintain and administrate community properties and facilities, to administrate and enforce covenants and restrictions applying to property within the development know as Lakeside, located in Cedar Lake, Indiana, and to collect and distribute assessments and charges therefor. Section 3: To engage in any and all activities related or incidental to the foregoing including but not limited to the powers to acquire, own, hold, use, sell, lease, mortgage or pledge any property, real or personal, tangible or intangible, legal or equitable; to loan or invest its own money upon such security or in such securities as may from time to time be determined by its Board of Directors. Section 4: To do any and all things necessary, convenient or expedient, as permitted by the "Act" for the accomplishment of any of the purposes or furtherance of any of the powers hereinabove set forth either alone or in association with other corporations, firms or individuals. Section 5: No part of the net earnings of the corporation (other than by acquiring, constructing, or providing management, maintenance and care of association property and other than by a rebate of excess membership dues, fees or assessments) shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles. Section 6: Notwithstanding any other provision of these articles, the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal tax under Section 528 of the Internal Revenue Code of 1986 or corresponding provisions of any future provisions of the Internal Revenue Code.

**TYPE OF CORPORATION**

Public benefit corporation, which is organized for a public or charitable purpose

**WILL THE CORPORATION HAVE MEMBERS?**

Yes

**DISTRIBUTION OF ASSETS**

Upon this dissolution of this corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for the charitable, educational, religious, civic or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 5019(c)(3) and/or Section 528 of the Internal Revenue Code of 1986 (or corresponding provisions of any future IRC Law as the Board of Directors shall determine). This corporation does not afford pecuniary gain, incidental or otherwise to its members.

**SIGNATURE**

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT, EXECUTE THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 2, 2017**

**SIGNATURE**

John A. Slager

**TITLE**

Incorporator

Business ID : 201703021183793

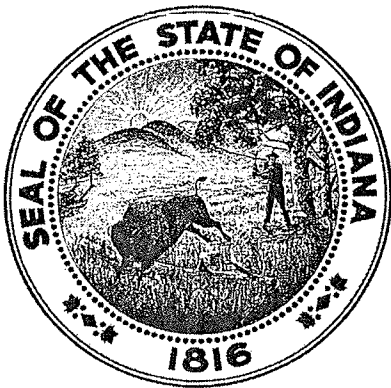
Filing No : 7535952

State of Indiana  
Office of the Secretary of State

Certificate of Incorporation  
of  
**LAKE SIDE OF CEDAR LAKE HOMEOWNERS ASSOCIATION  
INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, March 02, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 03, 2017

CONNIE LAWSON  
SECRETARY OF STATE

201703021183793 / 7535952

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

**EXHIBIT "C"**

**BY-LAWS  
FOR  
LAKESIDE OF CEDAR LAKE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS**

**Section 1.**      **Name.** The name of the Association shall be Lakeside of Cedar Lake Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

**Section 2.**      **Principal Office.** The principal office of the Association in the State of Indiana shall be located at 8900 Wicker Ave., St. John, Indiana 46373. The Association may have such other officers, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

**Section 3.**      **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants and Restrictions for Lakeside of Cedar Lake Homeowners Association, Inc. (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the Declaration"), unless the context shall prohibit.

**ARTICLE II**

**ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

**Section 1.**      **Membership.** The Association shall have two (2) classes of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**Section 2.**      **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 3.**      **Annual Meetings.** The first annual meeting shall not be held until such time as the rights of the Declarant to appoint all of the Board of Directors and to thereby control the Association shall have expired as provided in the Declaration, or at such earlier time or times as may be determined by the Declarant. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting after the Turnover Date, elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

**Section 4.**      **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as state in the notice.

**Section 5.**      **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by first class mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

**Section 6.**      **Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted there at unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 7.**      **Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

**Section 8.**      **Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

**Section 9.**      **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy.

**Section 10.**      **Majority.** As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

**Section 11.**      **Quorum.** Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of forty percent (40%) of the votes of the Members shall constitute a quorum at

all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transaction occurring there at.

**Section 13. Action without a Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

### **ARTICLE III**

#### **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

##### **A. Composition and Selection.**

**Section 1. Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

**Section 2. Directors during Declarant Control.** The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until such time as is specified in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the Subdivision. After the period of Declarant appointment, all Directors must be Members of the Association.

**Section 3. Number of Directors.** The Board of Directors shall consist of three (3) persons.

**Section 4. Nomination of Directors.** Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members or solicit votes.

**Section 5. Election and Term of Office.** Notwithstanding any other provision contained herein:

At the first annual meeting of the membership after the termination of the Declarant's right to select all of the Board of Directors and at each annual meeting of the membership thereafter, Directors shall be elected. All Directors shall be elected at-large. All Members of the Association shall vote upon the election of Directors. The term of each Director's service shall be for a period of three (3) years and extending thereafter

until his successor is duly elected and qualified or until he is removed, provided, however, that the terms of the members to the initial Board of Directors shall be for periods of three (3) years, two (2) years, and one (1) year, such that there shall be only one vacancy each year on the Board of Directors occasioned by the expiration of the director's term.

**Section 6. Removal of Directors and Vacancies.** Unless the entire Board is removed from office by the vote of the Association Members, and individual Director shall not be removed prior to the expiration of his or her term of office, except by the votes of a majority of the votes of the Members. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 7. Voting Procedure for Directors.** The first election of the Board shall be conducted at the first meeting of the Association after the Turnover Date. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

**B. Meetings.**

**Section 8. Organization Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by electronic mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic mail shall be delivered, telephoned or emailed at least seventy-two (72) hours before the time set for the meeting.

**Section 11. Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**Section 12. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

**Section 14. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 15. Open Meeting.** All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**Section 16. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 17. Action without a Formal Meeting.** Any action to be taken at a meeting of the Directors of any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

#### **C. Powers and Duties.**

**Section 18. Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of all Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters related to the duties of the managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the

annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

- (c) providing for the operation, care, upkeep, and maintenance of any Common Area;
- (d) designating, hiring, and dismissing the personnel or independent contractors necessary for the maintenance, operation, repair and replacement by the Association of its property and any Common Area, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel or independent contractors in the performance of their duties;
- (e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of any common area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners.
- (m) make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage or any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and all other books, records, and financial statements of the Association; and
- (n) permit utility supplies to use portions of the Development Area reasonably necessary to the ongoing development or operation of the Lots.



**Section 19. Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the power set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

**Section 20. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods and services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income and Expense Statement reflecting all income and expense activity for the preceding three (3) months on a cash basis;

(ii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(iii) a Delinquency Report listing all Owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of Assessments and who remain delinquent at the time of the report and describing the status of any action to

collect such installments which remain delinquent on the fifteenth (15th) day of each month); and

(iv) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

**Section 21. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of any Common Area and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03 of the Declaration of Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5) of the budgeted gross expenses of the Association for that fiscal year.

**Section 22. Rights of the Association.** With respect to any Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

## **ARTICLE IV**

### **OFFICERS**

**Section 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

**Section 2. Election, Term of Office and Vacancy.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

**Section 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 5.**      **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.**      **Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

## **ARTICLE V**

### **COMMITTEES**

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 1.**      **Fiscal Year.** The calendar year shall be the fiscal year. The initial fiscal year of the Association shall be a short year ending on December 31.

**Section 2.**      **Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures *Robert's Rules of Order*, (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration or these By-Laws.

**Section 3.**      **Conflicts.** If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

**Section 4.**      **Books and Records.**

(a)      **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Subdivision as the Board shall prescribe.

(b)      **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

**Section 5.**      **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a)      if to Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b)      if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such address as shall be designated by the notice in writing to the Owners pursuant to this Section.

**Section 6.**      **Amendment.** Declarant may amend the By-Laws in accordance with the Declaration. These By-Laws may be amended otherwise only by the affirmative vote (in person or by proxy) or written consent of Members representing two-thirds (2/3) of the total votes of the Association (not a majority of a quorum).

**EXHIBIT "D"**

**RULES AND REGULATIONS  
FOR  
LAKESIDE OF CEDAR LAKE HOMEOWNERS ASSOCIATION, INC.**

The following rules and regulations shall apply in addition to the terms and conditions governing the Subdivision as set forth in the Declaration of Covenants and Restrictions for Lakeside, Unit 1 Subdivision (the "Declaration"):

1.       Occupancy. No more than one (1) family may occupy one (1) Lot or residence thereon with no more than two (2) persons per bedroom.
2.       Noise. Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.
3.       Garbage. All garbage receptacles shall be located and stored in such a place as to not be visible from any ground level location in the Subdivision, excepting only on those days of garbage collection by the Town of Cedar Lake or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.
4.       Definitions. The capitalized words and phrases used in these Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

**SUPPLEMENTAL AMENDMENT  
TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR LAKESIDE, UNIT 1, BLOCK 1, RECORDED IN PLAT BOOK 110, PAGE 13  
LAKE COUNTY, INDIANA**

**THIS SUPPLEMENTAL AMENDMENT** (this "Supplemental Amendment") to Declaration of Covenants and Restrictions for Lakeside, Unit 1, Block 1, shall be read and construed together with the Declaration of Covenants and Restrictions for Lakeside, Unit 1, Block 1, which was recorded on May 17, 2017 as Document No. 2017 030627 in the Office of the Recorder of Lake County, Indiana (hereinafter, the "Master Declaration").

**WITNESSETH:**

**WHEREAS, CEDAR LAKE 133, LLC**, an Indiana limited liability company (hereinafter, "Declarant"), desires to include and subject additional property as "Added Property" (as defined in the Master Declaration) to the Master Declaration, which additional property is legally described as follows (hereinafter, "Lakeside, Unit 1, Block 2"):

Lakeside, Unit 1, Block 2, an addition to the Town of Cedar Lake, as per plat thereof appearing in Plat Book 110, Page 95, in the Office of the Recorder of Lake County, Indiana.

**WHEREAS**, the Master Declaration provides for the annexation of additional property in Article XVIII.

**NOW, THEREFORE**, Declarant, on behalf of itself and its successors and assigns in interest, hereby supplements and amends the Master Declaration as follows:

**I.**

**ADDED PROPERTY AFFECTED BY THE MASTER DECLARATION**

Pursuant to Sections 18.01 ("Annexation Without Approval of Membership") and 18.02 ("Power to Amend") of the Master Declaration, Declarant hereby adds Lakeside, Unit 1, Block 2 to the property described as the "Development Area" and "Submitted Parcel" in Exhibit "A" of the Master Declaration. Lakeside, Unit 1, Block 2 is adjacent to the existing Development Area and Submitted Parcel as described in the Master Declaration, and shall be deemed "Added Property" under the Master Declaration.

Declarant, by this Supplemental Amendment, declares that it is subjecting Lakeside, Unit 1, Block 2 to the conditions, options, restrictions, reservations, undertakings, agreements and easements set forth in the Master Declaration and that said covenants, each and all of which is and are declared to be equitable servitudes binding upon said Lakeside, Unit 1, Block 2 and each owner thereof and every other party having any interest

**FILED**

JAN 10 2018

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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therein, and shall insure to the benefit and pass with said Lakeside, Unit 1, Block 2 and each and every parcel thereof. In addition, Declarant declares that Lakeside, Unit 1, Block 2 shall be held, transferred, sold, conveyed and occupied subject to the Master Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of Lakeside, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the additional Lots as a whole and each of said Lots situated thereon, and all of which shall run with the real estate described herein as Lakeside, Unit 1, Block 2 and shall be binding upon and shall inure to the benefit of all persons having right, title and interest therein and any part thereof and their respective, heirs, legatees, personal representatives, successors and assigns.

## II.

That except as modified, expanded or amended herein, all the terms, covenants and conditions of the Master Declaration shall remain in full force and effect. In the event of any inconsistencies within or between parts of this Supplemental Amendment and the Master Declaration, the terms and conditions of the Supplemental Amendment shall prevail and control.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Amendment to be executed and attested to as of this 28<sup>th</sup> day of December, 2017.

CEDAR LAKE 133, LLC

By: 

Name: DEAN E. SCHILLING


Title: Member



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared DEAN E. SCHILLING, as Member of Cedar Lake 133, LLC, an Indiana limited liability company, who acknowledged that he signed and delivered the said instrument as his own free and voluntary act as an authorized agent for and on behalf of said Cedar Lake, LLC, an Indiana limited liability company.

Given under my hand and notarial seal this 9<sup>TH</sup> day of JANUARY, 2017.

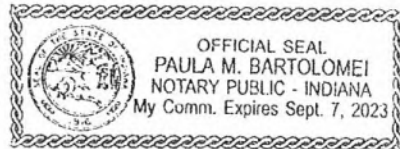
  
Notary Public

My Commission Expires:

9-7-23

County of Residence:

LAKE



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Mark R. Anderson

This instrument prepared by: Mark R. Anderson #21524-53  
Anderson & Anderson, P.C.  
Barrister Court  
9211 Broadway  
Merrillville, IN 46410  
(219) 769-1892



**THIRD SUPPLEMENTAL AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR LAKESIDE SOUTH, UNIT 1, AN  
ADDITION TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**THIS THIRD SUPPLEMENTAL AMENDMENT** (this “Supplemental Amendment”) to Declaration of Covenants and Restrictions for Lakeside Lakeside South, Unit 1, shall be read and construed together with the Declaration of Covenants and Restrictions for Lakeside, Unit 1, Block 1, which was recorded on May 17, 2017 as Document No. 2017-030627 in the Office of the Recorder of Lake County, Indiana (hereinafter, the “Original Declaration”), as amended by the Supplemental Amendment to Declaration of Covenants and Restrictions for Lakeside Unit 1, Block 2, which was recorded on January 10, 2018, as Document No. 2018-002145 (hereinafter, the “First Amendment”) and First Supplemental Amendment to Declaration of Covenants and Restrictions for Lakeside, Unit 2, which was recorded on December \_\_\_\_, 2023 as Document No. 2023-\_\_\_\_ in the Office of the Recorder of Lake County, Indiana (hereinafter, the “Second Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment and this Supplemental Amendment is hereinafter defined as the “Master Declaration”).

**W I T N E S S E T H:**

**WHEREAS**, Cedar Lake 133 LLC, an Indiana limited liability company (hereinafter, “Declarant”), desires to include and subject additional property as “Added Property” (as defined in the Original Declaration) to the Original Declaration, which additional property is legally described as follows (hereinafter, “Lakeside South, Unit 1”):

Lakeside South, Unit 1, a Subdivision in the Town of Cedar Lake, Lake County, Indiana, as per record plat thereof appearing in Plat Book \_\_\_\_, Page \_\_\_\_, in the Office of the Recorder of Lake County, Indiana.

**WHEREAS**, Declarant also desires to include and subject additional property as “Common Area” (as defined in the Original Declaration) to the Original Declaration, which additional property is legally described as follows (hereinafter, the “Lakeside South Unit 1 Outlots”):

Outlots \_\_\_\_\_ in Lakeside, a Subdivision in the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book \_\_\_\_, Page \_\_\_\_, in the Office of the Recorder of Lake County, Indiana.

**WHEREAS**, the Declarant plans to subsequently record separate and subordinated Declarations of Covenants for each of The Cottages of Lakeside for the Cottage Lots (as defined below) and The Villas of Lakeside for the Villa Lots (as defined below);

**WHEREAS**, the Original Declaration provides for the annexation of additional property in Article XVIII.

**NOW, THEREFORE,** Declarant, on behalf of itself and its successors and assigns in interest, hereby supplements and amends the Master Declaration as follows:

**I.**

**ADDED PROPERTY AFFECTED BY THE ORIGINAL DECLARATION**

Pursuant to Sections 18.01 (“Annexation Without Approval of Membership”) and 18.02 (“Power to Amend”) of the Original Declaration, Declarant hereby adds Lakeside South, Unit 1 to the property described as “Submitted Parcel” in Exhibit “A” of the Original Declaration. Lakeside South, Unit 1 is adjacent to the existing Development Area as described in the Master Declaration, and shall now be deemed “Added Property” under the Master Declaration.

Declarant, by this Supplemental Amendment, declares that it is subjecting Lakeside South, Unit 1 to the conditions, options, restrictions, reservations, undertakings, agreements and easements set forth in the Master Declaration and this Supplemental Amendment and that said covenants, each and all of which is and are declared to be equitable servitudes binding upon said Lakeside South, Unit 1 and each owner and every other party having any interest therein, and shall inure to the benefit and pass with said Lakeside South, Unit 1 and each and every parcel thereof. In this regard, other than the Lakeside South Unit 1 Outlots, each lot set forth within Lakeside South, Unit 1 shall be deemed an Added Lot. In addition, Declarant declares that Lakeside South, Unit 1 shall be held, transferred, sold, conveyed and occupied subject to the Master Declaration and this Supplemental Amendment, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Added Lots as a whole and each of said Lots situated thereon, and all of which shall run with the real estate described herein as Lakeside South, Unit 1 and shall be binding upon and shall inure to the benefit of all persons having right, title and interest therein and any part thereof and their respective, heirs, legatees, personal representatives, successors and assigns.

The following Added Lots in Lakeside South, Unit 1 shall also be deemed Cottage Lots (as defined below) and subject to all rights and obligations with respect to such designation in the Master Declaration and this Supplemental Amendment: All of Lots \_\_\_\_\_ to \_\_\_\_\_ in Lakeside South, Unit 1.

The following Added Lots in Lakeside South, Unit 1 shall also be deemed Villa Lots (as defined below) and subject to all rights and obligations with respect to such designation in the Master Declaration and this Supplemental Amendment: All of Lots \_\_\_\_\_ to \_\_\_\_\_ in Lakeside South, Unit 1.

The following Added Lots in Lakeside South, Unit 1 shall also be deemed Estate Lots (as defined below) and subject to all rights and obligations with respect to such designation in the Master Declaration and this Supplemental Amendment: All of Lots \_\_\_\_\_ to \_\_\_\_\_ in Lakeside South, Unit 1.

**II.**

## **ADDITIONAL COMMON AREA AFFECTED BY THE ORIGINAL DECLARATION**

Pursuant to Sections 18.01 (“Annexation Without Approval of Membership”), 18.02 (“Power to Amend”), and 18.05 (“Annexation of Common Areas”) of the Original Declaration, Declarant hereby adds each of Lakeside South Unit 1 Outlots as “Common Area” under the Original Declaration, with such Lakeside South Unit 1 Outlots and all other Common Area under the Original Declaration added to the “Development Area” and “Submitted Parcel” and deemed “Added Property” under the Original Declaration.

Declarant, by this Supplemental Amendment, declares that it is subjecting each of the Lakeside South Unit 1 Outlots to the conditions, options, restrictions, reservations, undertakings, agreements and easements set forth in the Master Declaration and that said covenants, each and all of which is and are declared to be equitable servitudes binding upon each of said Lakeside South Unit 1 Outlots and each owner thereof and every other party having any interest therein. In addition, Declarant declares that each of the Lakeside South Unit 1 Outlots shall be held, transferred, sold, conveyed and occupied subject to the Master Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the additional Lots as a whole and each of said Lots situated thereon, and all of which shall run with the real estate described herein as the Lakeside South Unit 1 Outlots and shall be binding upon and shall inure to the benefit of all persons having right, title and interest therein and any part thereof and their respective, heirs, legatees, personal representatives, successors and assigns.

Pursuant to Section 18.05 of the Original Declaration, Declarant further declares that each of the Lakeside South Unit 1 Outlots shall be the responsibility of the Association to maintain, repair, and replace any part of the Lakeside South Unit 1 Outlots as Common Area, including but not limited to any retention and detention ponds.

### **III.**

## **LAKESIDE ORIGINAL SUPPLEMENTAL COVENANTS**

That, in addition to or in lieu of the covenants and provisions of the Master Declaration, there shall be the following covenants and provisions:

**Section 1.10.a “Cottage Lot”** shall mean any single family residential Lot in the Subdivision, identified as Lots \_\_\_\_\_ on the Preliminary Plat of Subdivision submitted and approved by the Town of Cedar Lake for the Lakeside South Planned Unit Development.

**Section 1.10.b “Villa Lot”** shall mean any paired villa Lot or parcel in the Subdivision, identified as Lots \_\_\_\_\_ on the Preliminary Plat of Subdivision submitted and approved by the Town of Cedar Lake for the Lakeside South Planned Unit Development.

**Section 1.10.c “Estate Lot”** shall mean any single family residential Lot in the Subdivision, identified as Lots \_\_\_\_\_ on the Preliminary Plat of Subdivision submitted and

approved by the Town of Cedar Lake for the Lakeside South Planned Unit Development.

That in addition to the existing Rules and Regulations in the Original Declaration, the following additional Rule Number 5 is in full force and effect for the Association as if stated in Exhibit D to the Original Declaration:

5. Water Common Areas or Outlots. The following specific Rules and Regulations apply to any retention ponds or water-filled or designated lake Common Areas or Outlots (“Water Areas”) within the Subdivision:
  - a. The following are specifically prohibited in Water Areas: boats, kayaks, watercraft, personal flotation devices, swimming or any other entry into the water by any individual or animal.
  - b. No piers, docks, lift stations, or other fixtures in the Water Areas, unless specifically authorized by the Association.
  - c. Fishing is permitted solely in areas designated by the Association and reserved solely for Owners or their accompanied guests, so long as the Owner is in good standing with the Association.
  - d. Any fishing in Water Areas must follow a catch and release policy, and follow conventional fishing methods (ie, no explosives, poison, electrical current, spears or nets).
  - e. Any fishing must comply with existing governmental regulations. Any such violations should be reported to the appropriate regulatory agency.

#### **IV.**

#### **LAKESIDE SOUTH REPLACEMENT COVENANTS**

That the following covenants and provisions replace Article III – Use Restrictions and Section 11.09 Minimum Criterion for Architectural Review for Cottage Lots, Villa Lots and Estate Lots only:

## ARTICLE III

### **USE RESTRICTIONS FOR COTTAGE LOTS, VILLA LOTS AND ESTATE LOTS**

**Section 3.01. Residential Restrictions.** The Lots and/or Residential Units subject to this Declaration may be used for attached and unattached, as the case may be, single-family Residential Units and for no other purpose. Any and all business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve door to door solicitation of residents of the Subdivision; (d) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; and (e) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in a full or part time manner; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. The only exception hereto is any model provided by the Declarant or a model approved by the Declarant to be built by a commercial contractor or home builder to promote the sales of the Lots and/or Residential Units. The Association, acting through the Board of Directors, shall have standing and the power to enforce the use restrictions contained herein as well as those stated in the ordinances of the Town of Cedar Lake as if all of such provisions were regulations of the Association.

**Section 3.02. Building Method.** All improvements constructed on Lots in the Subdivision shall be subject to this Declaration, including but not limited to the provisions of this Article and Article XI.

**Section 3.03. Residential Setback Requirements.** All dwellings or houses and above-grade Structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the setback lines as established in the plat or plats of the various portions of the Subdivision and the local zoning codes and ordinances without variance or deviation unless approved by the applicable Board of Zoning Appeals and the Declarant.

**Section 3.04. Owner's Obligation to Maintain Lot.** Each Owner of an improved Lot which is subject to this Declaration shall at all times maintain the Lot and the improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Owner shall: (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds six (6) inches or more in height; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or

diminish the aesthetic appearance of the Lot; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly.

**Section 3.05. Leasing Residential Units.** All lease or rental agreements to allow any other Person to occupy the Residential Unit as an Occupant with or without rent independent of the Owner must be in writing and shall not be for an initial term of less than six (6) months nor for less than thirty (30) days for any term thereafter. Every Owner shall cause all occupants of such Owner's Residential Unit to comply with this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Residential Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, the Rules and Regulations, and the Community-Wide Standard.

**Section 3.06. Accessory Buildings.** In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Subdivision, accessory buildings are only permitted on Estate Lots and specifically excluded from Cottage Lots and Villa Lots. Notwithstanding the foregoing, the following restriction applies to Estate Lots only: Any accessory buildings must be approved by the Declarant and/or the Architectural Review Committee and must be in accordance with Town of Cedar Lake ordinances and specifications. All such accessory buildings may only be erected in the rear portion of a Lot, and may not exceed a 12' by 14' floor dimension. The maximum wall height shall be 8', with a maximum roof height of 12'. Any accessory building shall have exterior finishes that match the residence constructed on such Lot. No metal, fiberglass or "one-piece" vinyl accessory buildings shall be allowed.

**Section 3.07. No Temporary Building.** No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 3.08. Fences.** In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Subdivision, fences are only permitted on Estate Lots and specifically excluded from Cottage Lots and Villa Lots. Any fence must be approved by the Declarant or Architectural Review Committee as to size, location, height and composition before it may be installed. Only "wrought iron" style fences will be allowed, and in any and all occasions chain link fences are prohibited from use anywhere in the Subdivision including dog runs and pet enclosures. No modifications are allowed to fences including, but not limited to, incorporating screening, mesh, decoration, plantings or lights without approval. All fences approved by the Declarant or Architectural Review Committee must also be approved and permitted by the Town of Cedar Lake.

**Section 3.09. Privacy Panels.** In order to preserve the quality and aesthetic appearance of the existing geographical areas within the Subdivision, any privacy panel must be approved by the Declarant or Architectural Review Committee as to size, location, height and composition before it may be installed. No modifications are allowed to privacy panels including, but not limited to, incorporating screening, mesh, decoration, plantings or lights without approval. All privacy panels approved by the Declarant or Architectural Review Committee must also be approved and permitted by the Town of Cedar Lake, if required.

**Section 3.10. Swimming Pools.** No swimming pools, either above or below ground, or hot tubs shall be permitted on any Cottage Lot or Villa Lot. For Estate Lots, only in-ground pools are allowed. No above-ground swimming pools shall be installed on any Lot. This includes "temporary" or inflatable pools.

**Section 3.11. Prohibition of Used Structures.** All Structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used Structures shall be relocated or placed on any Lot.

**Section 3.12. Exterior Post Lights.** The Owner or builder of the Residential Unit shall cause an exterior post light to be installed prior to the occupancy of the Residential Unit. The Owner shall be required to maintain and replace the exterior post light. Exterior post lights shall be on and illuminated at a minimum brightness or equivalent of a 60-watt incandescent bulb from dusk to dawn unless the Association shall provide otherwise by rule or regulation.

**Section 3.13. Mailboxes.** The Declarant and/or Architectural Review Committee shall select and designate a standard mailbox and post. The Owner or builder of the Residential Unit shall cause such standard mailbox and post to be installed prior to the occupancy of the Residential Unit. No exterior newspaper receptacles shall be permitted in the Development unless part of the standard mailbox. The Owner shall cause such standard mailbox to be maintained and/or replaced, if necessary, at the Owner's expense. The location and grouping of mailboxes may be controlled by the U.S. Postal Service.

**Section 3.14. Antennas and Solar Panel.** No exposed radio or television antennas, satellite dish antennas over 20 inches in diameter or solar panels shall be allowed on any Structure or on any Lot which are visible from the front of such Structure or Lot, unless otherwise approved by the Architectural Review Committee on special exception..

**Section 3.15. Plants, Plant Material.** The planting materials are to be located on a Lot and shall be reasonably maintained at the Owner's expense so as to present a healthy, neat and orderly appearance, free from refuse and debris. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of the Lot unless approved by the Declarant or Architectural Review Committee.

**Section 3.16. Well and Septic Tanks.** No water wells shall be drilled on any Lot in the Subdivision without the approval of the Declarant or Architectural Review Committee. No septic tanks shall be installed on any Lot.

**Section 3.17. Boats and Motor Vehicles.** No: (a) recreational vehicles, (b) motor homes, (c) boats, (d) boat trailers, (e) recreational equipment and trailers, or (f) trucks or vans in excess of three-quarter (¾) ton capacity, shall be placed, parked or stored upon any Lot or otherwise in the Subdivision for more thirty-six (36) hours in a forty-eight (48) hour period, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

**Section 3.18. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Common household pets collectively may be kept on Lots so long as they are not kept, bred, or maintained for commercial or hobby purposes. The Association may impose a Special Assessment against any Owner for: (a) repairs or replacements required to be made to the exterior of the Residential Unit or the landscaped areas as a result of damage created by the Owner's animal, and/or (b) the Owner's failure to clean up after said pets. No animals shall be allowed to run loose at any time in the Subdivision, and they must be kept on a leash at all times whenever not in a fenced portion of the Lot. No dog shall be allowed to continuously bark, yelp, whine or howl by the Owner of any Lot in the Subdivision. No Owner may leave animals unattended outdoors for lengthy periods of time.

**Section 3.19. Rubbish, Trash, Garbage and Nuisance.** No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot and all trash shall be kept in sanitary containers and shall be stored inside the garage. No firewood, scrap wood, limbs, branches, compost, composters, paper, bottles, tires or similar substances, filth, rubbish trash or noxious substance shall be collected or remain on any Lot or any part thereof which causes damage, prejudice or discomfort to others or the public or creates a breeding ground for insects or vermin.

**Section 3.20. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the residence to be constructed on a Lot.

**Section 3.21. Signs.** Except as hereinafter provided for Declarant, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot subject to this Declaration. An Owner may place one professional sign on any Lot advertising the Lot or Residential Unit for sale.

**Section 3.22. Destruction of Structure.** No Structure which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than four (4) months from time of such destruction or damage.

**Section 3.23. Nuisances.** Nothing shall be done or maintained on any Lot which may be or become a nuisance to the Subdivision.

**Section 3.24. Immoral, Improper, Offensive and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of any Lot or Structure or any part thereof.

**Section 3.25. Uses Affecting Insurance Rates.** An Owner shall not permit or suffer anything to be done or kept in a Structure or on a Lot which will increase the insurance rates on any adjacent Structure or Lot.

## ARTICLE XI

### **ARCHITECTURAL REVIEW PROCESS**

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**Section 11.09. Minimum Criterion for Architectural Review.** No residence shall be permitted to be constructed upon a Lot, nor shall the Committee be required to approve any construction which shall fail to comply with the following minimum requirements:

(a) Minimum Finished Floor Area.

(1) Minimum Finished Floor Area for Cottage Lots. The minimum finished floor area (as hereinafter defined) of each residence on a Cottage Lot shall have a minimum finished floor area of one thousand four hundred (1,400) square feet.

(2) Minimum Finished Floor Area for Villa Lots. The minimum finished floor area of each residence on a Villa Lot shall have a minimum finished floor area of one thousand four hundred (1,400) square feet.

(3) Minimum Finished Floor Area for Estate Lots. The minimum finished floor area of each residence on an Estate Lot shall be as follows:

(A) All one (1) story residences shall have a minimum finished floor area of one thousand eight hundred (1,800) square feet.

(B) All one and one-half (1-1/2) story residences shall have a minimum finished floor area of two thousand (2,000) square feet.

(C) All two (2) story residences shall have a minimum finished floor area of two thousand two hundred (2,200) square feet.

(b) Requirements Applicable to all Residence Construction.

(1) Garages. All overhead garage doors shall include windows and special architectural details, and all homes shall be required to have at least an attached two-car garage.

(2) Front exteriors. The front exterior of each residence shall meet or exceed the following minimum requirements, unless a variance is approved by the Architectural Review Committee: at least 25% of the front exterior (excluding dormers) of each residence on a Lot shall be constructed with brick or stone veneer.

(3) All driveways and service walks shall be of concrete or brick pavers. During construction, each Owner must install, at its expense, a five foot (5') public sidewalk of poured concrete along all street frontages and within the public right-of-way as shown on the engineering plans. All public sidewalks will comply with the construction standards of the Town of Cedar Lake.

(4) **There shall be no "blank" elevations in which windows and/or doors are absent (including garage walls). Specific scrutiny will be given to this area by the Architectural Review Committee.**

(5) No panel sidings, such as plywood or Masonite, may be used unless a variance is approved by the Architectural Review Committee.

(6) Each residence shall be compatible with residences on neighboring Lots and the contour of the land. Corner Lots and front elevations on main thoroughfares will have additional scrutiny to architectural detail. No building previously constructed elsewhere shall be moved upon any Lot within the Subdivision. Pre-fabricated and modular homes are prohibited, as well as all bi-level, tri-level, and quad-level style homes.

(7) All foundations shall be poured concrete. The use of steel framing studs is prohibited.

(8) All windows shall be manufactured by Andersen Window Company or Marvin Lumber and Cedar Company.

(9) Roof pitches are to be a minimum of 6/12 pitch unless a variance is approved by the Architectural Review Committee. All plumbing stacks and roof vents or ventilators shall be located in the rear of the residence roof.

(10) Within forty-five (45) days of the issuance of an occupancy permit, an Owner shall plant at least the following number of trees in the following locations, each of which must be at least 2" caliper and a species not prohibited by the Town of Cedar Lake Owners: at least one (1) tree in the front yard for each Residential Unit and two (2) trees on corner lots for each Residential Unit. In addition, at least one (1) additional tree must be planted per Residential Unit. The Declarant or the Architectural Review Committee shall have the right to plant and charge Owners for tree cost and installation labor for non-compliance with lien rights for non-payment within thirty (30) days.

(11) All Lots shall be landscaped within forty-five (45) days of issuance of an occupancy permit, weather permitting. Landscaping for winter occupancy permits shall be completed by May 15. Landscaping shall include grass sodded front and side yards and grass sodded or seeded rear yard. An automatic irrigation system shall be required for the front, side and rear yards. A landscaped border of no less than 36" shall be maintained around the front elevation of the residence which shall consist of shrub/ flower plantings. There must be a minimum of 10 shrubs planted for each Residential Unit. All landscaping must conform minimally to the Town of Cedar Lake landscape requirements.

(c) For purposes of this Section, the following definitions are applicable:

(1) A one (1) story residence is defined as a dwelling having all living area on one floor. The living area floor level is at or slightly above the exterior grade level.

(2) A one and one-half (12) story residence is defined as a dwelling having one and one-half floors of living area, both above grade, with the second floor of living area consisting of approximately one-half of the size of the ground level.

(3) A two (2) story residence is defined as a dwelling having two floors of living area, both above grade and both approximately the same size.

(4) Finished floor area is defined as finished living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage, but shall specifically exclude attached garages, carports, open terraces, porches, basements and breezeways. To qualify as finished floor area the interior finish must be of a manner and quality of materials in keeping with the other rooms.

(d) Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within twelve (12) months from the date final approval of the plans by the Declarant or Architectural Review Committee, except that such period may be extended for a reasonable time by reason of Acts of God, labor disputes or other matters beyond the Owner's control.

(e) The location and elevation of each Structure, including driveways, on a Lot shall be subject to approval in writing by the Declarant or Architectural Review Committee, giving consideration to setback lines and easements on the recorded Subdivision, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

(f) Grading of Lots shall be in compliance with the Town of Cedar Lake requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent Lot or Lots. No construction debris or concrete (including wash outs) is to be placed on any Lot other than the Lot being worked on at the time. All infrastructure are the responsibility of the Lot Owner and/or such Owner's builder until the Town of Cedar Lake accepts the Subdivision. Owners are responsible for any damage caused by Owners, its builders or contractors to curbs and sidewalks in the Subdivision until such time that the Declarant has turned over said infrastructure to the Town of Cedar Lake and/or had any and all letters of credits released by the Town of Cedar Lake and Declarant and/or the Association shall have lien rights for non-payment of fines issued to Declarant by the Town of Cedar Lake. Owners, whether legal or reserve, are to maintain their Lot(s) from debris, weeds and erosion.

#### IV.

That except as modified, expanded or amended herein, all the terms, covenants and

conditions of the Master Declaration shall remain in full force and effect. In the event of any inconsistencies within or between parts of this Supplemental Amendment and the Master Declaration, the terms and conditions of this Supplemental Amendment shall prevail and control.

**IN WITNESS WHEREOF**, the Declarant has caused this Instrument to be executed and attested to as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CEDAR LAKE 133 LLC (the “Declarant”)**

By: \_\_\_\_\_

Name: Frank E. Schilling

Title: Manager

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Frank E. Schilling, as Manager of Cedar Lake 133 LLC, an Indiana limited liability company, who acknowledged that he signed and delivered the said instrument as his own free and voluntary act as an authorized agent for and on behalf of said Cedar Lake 133 LLC, an Indiana limited liability company.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Kevin Hunt

This instrument prepared by: Kevin Hunt, Schilling Development, 8900 Wicker Ave., St. John, IN 46373 (219) 365-8585

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR THE COTTAGES OF LAKESIDE**

This **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COTTAGES OF LAKESIDE** (this "Declaration") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Cedar Lake 133, LLC, an Indiana limited liability company (hereinafter referred to as "Declarant"), and \_\_\_\_\_, an Indiana \_\_\_\_\_ (hereinafter referred to as "Builder").

**RECITALS**

1. All capitalized terms used herein shall have the meaning ascribed to them at the first time they are used herein or in the definition set forth in Article I below.
2. Declarant intends to, and by recording this Declaration does, subject and submit to the provisions of this Declaration the Submitted Parcel as legally described on Exhibit "A" attached hereto. The Development Area is the site of a residential development and from time to time Declarant may, but is not required to, subject additional portions of the Development Area to the provisions of this Declaration as Added Property, as more fully described in Article XVII hereof. Those portions of the Development Area which are not made subject to the provision of this Declaration may be used for any purposes not prohibited by applicable law. Nothing herein shall preclude Declarant from subjecting other property adjacent to or in the vicinity of the Development Area to the provisions of this Declaration.
3. In order to provide for the necessary administration, preservation, maintenance and enhancement of those portions of the Development Area and any other land subject to the provisions of this Declaration, Declarant or Builder will form the Association which shall be responsible for the maintenance of the areas described in Article IV hereof and each Owner of a Residential Unit which is subject to this Declaration (excluding the Declarant and Builder) shall be assessed for such Owner's share of the cost thereof by the Association.
4. Declarant intends by this Declaration to impose upon the portions of the Development Area subject to the provisions of this Declaration mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Submitted Parcel made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the development of the Submitted Parcel, and to establish a method for the administration, maintenance, enhancement, preservation, use and enjoyment of the Submitted Parcel and Development Area.

5. Declarant and Builder shall retain certain rights set forth in this Declaration. Prior to the Turnover Date, Builder shall retain the right to appoint all members of the Board and the right to use the Submitted Parcel for the purposes set forth in Section 16.06 hereof.

**NOW, THEREFORE,** Declarant hereby declares that the real property legally described in Exhibit "A" and referred to herein as the Submitted Parcel and such additions thereto, referred to herein as Added Property, as may hereafter be made pursuant to Article XVII hereof, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, burdens, uses, privileges, charges and liens which shall exist at all times hereafter among all parties having or acquiring any right, title or interest in or to any portion of the Submitted Parcel; which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Submitted Parcel or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01.** "**Added Residential Units**" shall mean the Residential Units (or Parcels upon which single-family cottage homes are being completed) comprising the Added Property submitted to the provisions of this Declaration by a Supplemental Amendment in accordance with Article XVII hereof.

**Section 1.02.** "**Added Property**" shall mean any portion of the Development Area submitted to the provisions of this Declaration in accordance with Article XVII hereof.

**Section 1.03.** "**Assessments**" shall mean Assessments for Common Expenses provided for herein or by any Supplemental Amendment or by any other amendment hereof pursuant to Article XIII hereof which shall be used for the purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Residential Units against which the Assessment is levied and of maintaining the Residential Units, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below. Except as provided herein, Assessments shall be levied equally against Owners of Residential Units for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

**Section 1.04.** "**Association**" shall mean and refer to The Cottages of Lakeside Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation, and By-Laws, attached hereto as Exhibits "B" and "C", respectively.

**Section 1.05.** "**Builder**" shall mean and refer to \_\_\_\_\_, an Indiana \_\_\_\_\_, and its successors and assigns.

**Section 1.06. “Common Area”** shall mean (i) landmark signage with associated landscaping features, identifying the Cottages of Lakeside Subdivision, but only if installed by Builder or the Association, (ii) all personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, and (iii) all other improvements located on or within the Submitted Parcel owned or controlled by the Association and available for the common benefit and/or use of the Owners or for the maintenance or management of any part of the Development Area.

**Section 1.07. “Common Expenses”** shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, alias may be found to be appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

**Section 1.08. “Community-Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Development Area. Such standard may be more specifically determined and set forth by the Architectural Review Committee, or by the Board of Directors.

**Section 1.09. “Declarant”** shall mean Cedar Lake 133, LLC, an Indiana limited liability company, and its successors and assigns in specifically acting as Declarant hereunder. Any such successor or assignee shall be deemed a Declarant and entitled to exercise, among other things, all or any rights of Declarant as provided in Article XVI hereof.

**Section 1.10. “Development Area”** shall mean the real estate described on Exhibit “A” hereto with all improvements thereon and any additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to, across the street from, property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said plat of real estate, and (d) upon addition of the real estate to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association.

**Section 1.11. “Insurance Trustee”** shall mean the Association and its successors, unless the Association shall have appointed another entity as Insurance Trustee pursuant to Section 5.06 hereof.

**Section 1.12. “Lot”** shall mean and refer to any lot in the Subdivision herein described, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a single family residential unit could be constructed, whether or not one has been constructed. Said Lot may be designated by one, two, three, four, or five, as the case may be, tax key numbers.

**Section 1.13. “Member”** shall mean and refer to a person or entity entitled to Membership in the Association, as provided herein.

**Section 1.14. “Mortgage”** shall include a deed of trust, as well as a mortgage.

**Section 1.15. “Mortgagee”** shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

**Section 1.16. “Mortgagor”** shall include the trustor of a deed of trust, as well as a mortgagor.

**Section 1.17. “Occupant”** shall mean and refer to one or more Persons or entities which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by leave, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

**Section 1.18. “Owner”** shall mean and refer to one (1) or more persons or entities who hold the record title to any Residential Unit which is part of the Development Area, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

**Section 1.19. “Parcel”** shall mean a part of a Lot, fee simple title to which shall be conveyed by deed of the Declarant or Builder to each Owner, upon which a single-family residential unit is located or to be located, and which may be identified by a separate parcel identification number.

**Section 1.20. “Person”** means a natural person, a corporation, a partnership, limited liability company, trustee or other legal entity.

**Section 1.21. “Plat”** shall collectively mean the real estate legally described in Exhibit “A” under the “Development Area” subheading.

**Section 1.22. “Project”** shall mean the Development Area owned by the Declarant and held for development under a common plan for single-family dwellings from time to time.

**Section 1.23. “Residential Unit”** shall mean a Parcel and the single-family cottage home constructed thereon, which is part of the subdivision intended for independent ownership for use and occupancy as a single-family residence. The boundaries of Residential Units shall be the boundary lines of the Parcel conveyed by Declarant or Builder to the Owners. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of Cedar Lake, Indiana.

**Section 1.24. “Subdivision”** shall mean and refer to all such existing properties, and additions thereto and less and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations and shall initially include the real property described in Exhibit “A”.



**Section 1.25. “Submitted Parcel”** shall mean that portion of the Development Area which is described on Exhibit “A” attached hereto, as Exhibit “A” may be amended from time to time, together with all rights appurtenant thereto.

**Section 1.26. “Supplemental Amendment”** shall mean a supplement to this Declaration to submit Added Property to this Declaration in accordance with Article XVII hereof. Such Supplemental Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Added Property submitted by that Supplemental Amendment to the provisions of this Declaration.

**Section 1.27. “Turnover Date”** shall mean the date on which the right of Builder to select and designate all of the members of the Board of Directors is terminated pursuant to Section 16.01 hereof.

## ARTICLE II

### **PROPERTY RIGHTS**

**Section 2.01. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each adjacent Residential Unit due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the intentional, willful, or knowing conduct on the part of any Owner or Occupant.

**Section 2.02. Easements for Utilities, Etc.** Declarant hereby reserves for Builder, Declarant and its designees (including, without limitation, the Town of Cedar Lake and any utility) easements upon, across, over and under the Residential Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Development Area.

Without limiting the generality of the foregoing, there are hereby reserved for the Town of Cedar Lake, Indiana, easements across all Residential Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on Residential Units, except as may be approved by the Association’s Board of Directors or as provided in the development and sale by Declarant or Builder. Should any entity furnishing a service covered by the general

easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article II shall in no way adversely affect any other recorded easement on the Submitted Parcel. In addition, no public utility should be relocated from as-built or proposed locations without the written permission of the Town of Cedar Lake Building Department.

**Section 2.03. Ingress and Egress Easements.** The ingress and egress easements are depicted on the Plat.

**Section 2.04. Non-Exclusive Easements.** Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area, if any:

a. Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Builder and the Association as herein provided.

b. A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such drainage or utility facilities are not installed or in any easements for such purposes are not created with respect to a Lot or Residential Unit or any portion thereof prior to delivery of a Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots or Residential Units owned by said Owner for the benefit of the Subdivision. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

The Declarant, Builder, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot or Residential Unit to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Builder, Association, or any of their agents, employees or independent contractors shall not be guilty of trespass.

### ARTICLE III

#### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 3.01. Membership and Meeting.** Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is

more than one (1) person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Residential Unit.

The first annual meeting of the Association shall not be held until such time as the rights of the Builder to appoint directors and to thereby control the Association shall have expired as provided in Section 3.03 of this Declaration or at such earlier time or times as may be determined by the Builder. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting, elect the Board of Directors of the Association in accordance with the provisions of the By-Laws and transact such other business as may properly come before the meeting.

**Section 3.02. Voting.** The Association shall have one (1) class of membership. Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold an interest required for membership by Section 3.01 hereof; there shall be only one (1) vote per Residential Unit. When more than one (1) person or entity holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one (1) person or entity seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

The voting rights of Members shall be subject to the Declarant and/or Builder's rights pursuant to the provisions of Article XVI and Article XVII hereof.

**Section 3.03. Number Terms and Selection of Board of Directors.** The initial Board of Directors shall consist of three (3) directors appointed by the Builder who may but need not be Owners or Members of the Association, and who shall serve those terms of office as established by the By-Laws. The Builder shall have the right to select and designate all of the directors, and accordingly therefore the right to operate and control the Association, until the Turnover Date. Thereafter, directors shall be elected as otherwise required by the Articles of Incorporation and By-Laws of the Association, and must be Members of the Association.

Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the By-Laws, from and after the date of the recording of the Declaration until the Turnover Date, the Association shall be governed by the Board of Directors appointed from time to time by Builder. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under this Declaration, the Articles of

Incorporation, or the By-Laws, except as specifically limited herein. Such Board of Directors may appoint from time to time from among the Owners of Residential Units, one or more committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

- a. All assessments shall be made in accordance with this Declaration.
- b. Such Board shall have no power to reallocate the voting power among the Members in any manner contrary to this Declaration.
- c. Such Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Builder shall have the right to waive, on behalf of the Association, the annual meeting and annual accounting provided for in this Declaration, so long as Builder retains control of the Association. At the time of turnover of control by Builder, a meeting of the Association will be called, at which time the rights and powers of the Builder appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of this Declaration, the Articles of Incorporation and the By-Laws. Each Member shall be deemed to have given to Builder an irrevocable proxy to vote on any and all matters on which such Member is entitled to vote under this Declaration, or under the Articles of Incorporation or the By-Laws of the Association. The proxy hereby granted to Builder shall be deemed to be coupled with an interest and irrevocable. Such proxy shall terminate as of the Turnover Date as set forth above.

#### **ARTICLE IV**

##### **MAINTENANCE**

**Section 4.01. Association's Responsibility.** Unless otherwise provided by an amendment to the By-Laws of the Association by a vote of two-thirds (2/3) of the Members (not two-thirds (2/3) of a quorum), the Association's responsibility for maintenance of the Submitted Parcel (except for services provided by the Town of Cedar Lake) shall be limited to:

- a. the providing for the care of lawns, grass mowing, grass fertilizing, and landscaping (the type and replacement of such landscaping to be determined by the ARC (as hereinafter defined) in its discretion), including the obligation to maintain the irrigation system provided that the Association shall not provide or pay for the water for the irrigation system;
- b. maintenance, repair and replacement of any sign installed at the entry to the Subdivision on the Submitted Parcel identifying the Subdivision, specifically excluding any signage maintained by the Lakeside of Cedar Lake Homeowners Association which declaration is referenced herein in Article XIX;

- c. the removal of the snow from private walks and driveways within twenty-four (24) hours, when accumulation is two inches or more, to provide access to the entry door and overhead garage door for each Residential Unit; and
- d. repair and maintenance of all Common Areas.

Notwithstanding anything contained in this Section 4.01 to the contrary, the Association shall not be responsible for repair, replacement and/or maintenance of anything which occurred as a result of an insured loss. In addition, the Association shall not be responsible for repair, replacement and/or maintenance of any item listed in this Section 4.01 which is not due to normal wear and tear. Any repair, replacement and/or maintenance listed in this Section 4.01 which is not due to normal wear and tear shall be at the sole cost and expense of the responsible Owner. The Declarant or Builder, as the case may be, shall be entitled to reimbursement from the Association for any Association related expenses the Declarant or Builder pays for or on behalf of the Association, including but not limited to the Association's responsibilities set forth in this Section 4.01.

**Section 4.02. Owner's Responsibility.** Except as provided in Section 4.01 hereof, all maintenance, repair and replacement of the single-family residential unit, its sidewalk and driveway located on the Residential Unit thereon shall be the sole responsibility of the Owner thereof who shall perform such maintenance, repair and replacement in a manner consistent with the Community-Wide Standard of the Project and the applicable covenants; provided, further, the Owner shall be responsible for the following with respect to such Owner's Residential Unit:

- a. removing snow from the rear of the Residential Unit;
- b. the maintenance, repair and replacement of the post light, the light bulbs within the post light and the dusk-to-dawn sensor on the post light on the Residential Unit;
- c. to maintain, repair and replace the Owner's mailbox to Subdivision standards;
- d. to provide and pay for water for the irrigation system for such Owner's Residential Unit; and
- e. to provide the Association with the Owner's name, address, phone number and insurance company information and to keep the Association informed of any changes thereto.

## **ARTICLE V**

### **INSURANCE AND CASUALTY LOSSES**

**Section 5.01. Insurance.** The Association may, but shall not, under any circumstances, be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement cost of all structures on the Residential Units, as well as public liability insurance. If the Association elects not to obtain such casualty insurance, then each Owner shall obtain such insurance in accordance with Section 5.02

hereof. All provisions of this Article shall apply to all policy provisions, loss adjustment and all other subjects of all policies of insurance whether such policies are obtained by the Association or the Owners, or both.

The Association, acting through its Board, shall obtain a master casualty policy affording fire and extended coverage insurance insuring the capital assets of the Association in an amount equal to the full replacement value thereof or any improvements located upon the Common Area or reserved easement herein as determined by a qualified property and casualty insurer. The amount shall be determined and the insurance renewed annually.

Each Owner shall also obtain a public liability policy covering the Residential Unit owned by such Owner, and shall name the Association as an additional insured as to such policy. The public liability policy shall have at least a Five Hundred Thousand Dollars (\$500,000.00) limit per occurrence and a One Hundred Thousand Dollar (\$100,000.00) minimum property damage limit. In addition, each Owner upon request of the Association shall provide a copy of the insurance policy or a certificate to the Association.

Premiums for insurance obtained by the Association shall be a Common Expense of the Association and shall be included in the Assessments, as described in Article IX. Premiums for insurance obtained by Owners shall be paid by such Owners.

All casualty insurance coverage obtained by the Association or by any Owner shall be for the respective benefitted parties, as further identified in b. below. Such insurance shall be governed by the provisions hereinafter set forth.

- a. All policies shall be written with a company licensed to do business in Indiana and holding a "secure rating" of A or better as reflected in the current A.M. Best Company, Inc. guide, if reasonably available, or, if not available, the most nearly equivalent rating. Additionally, property damage insurance shall be for the full replacement cost.
- b. All policies on Residential Units shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.
- c. In no event shall any insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees.
- d. All casualty insurance policies shall have 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 in the real estate industry and familiar with construction in the Cedar Lake, Indiana area.

e. The Association's Board of Directors and each Owner shall be required to make reasonable efforts to secure insurance policies that will provide for the following:

- (1) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, and manager, the Owners, and each of their respective tenants, servants, agents and guests;
- (2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (3) that no policy obtained by the Association may be canceled, invalidated or suspended on account of any one or more individual Owners;
- (4) that no policy may be canceled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;
- (5) that any "other insurance" clause in any policy exclude the Association and individual Owners' policies from consideration; and
- (6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association or the Owner.

**Section 5.01A. Other Association Insurance.** In addition to the other insurance required by Section 5.01 hereof, the Board shall also have the authority to and shall obtain, as a Common Expense, the following:

- a. Comprehensive public liability and property damage insurance against claims for person injury or death or property damage suffered by the public or by any Owner occurring in or about the streets, sidewalks and passageways and other areas within the Submitted Parcel and/or with respect to the Association's maintenance obligations set forth in Section 4.01 hereof, in such amounts as the Board shall deem desirable.
- b. Such workmen's compensation insurance as may be necessary to comply with applicable laws.
- c. Employer's liability insurance in such amount as the Board shall deem desirable.
- d. Directors' and Officers' liability insurance, as set forth in Section 14.02 hereof.
- e. Such other insurance in such reasonable amounts as the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insurance parties. The premiums for such insurance shall be Common Expenses.

**Section 5.02. Individual Insurance.** By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Residential Unit and structures constructed thereon as provided for in Section 5.01 hereof, unless the Association carries such insurance, which the Association is not obligated to do. Each individual Owner further covenants and agrees that in the event of any loss or damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. In the event that the structure is totally destroyed and by a vote of three-fourths (3/4) of all Members entitled to vote (not three-fourths (3/4) of a quorum), it is determined, subject to the further requirements of Section 5.04 hereof, not to rebuild or to reconstruct, the individual Owner shall clear the Residential Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A decision not to rebuild or reconstruct shall under no circumstances relieve or discharge an Owner from the obligation to pay Assessments to the Association.

**Section 5.03. Disbursement of Proceeds.** Proceeds of insurance policies obtained by the Association 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 proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction or, in the event no repair or reconstruction is made, shall be disbursed to the affected Owner or Owners 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.
- b. If it is determined, as provided for in Section 5.02 hereof, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for in Section 5.03a. hereof.

**Section 5.04. Damage and Destruction.**

- a. Immediately after the damage or destruction by fire or other casualty to all or any part of a Residential Unit, the Owner of the Residential Unit shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Residential Units. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Residential Units to substantially the same condition in which they existed prior to the fire or other casualty.
- b. Any damage or destruction shall be repaired or reconstructed by the Owner unless by a vote of at least three-fourths (3/4) of all Members entitled to vote (not three-fourths (3/4) of a quorum), the Association shall decide within sixty (60) days after the casualty



not to require such repair or reconstruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

c. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the Residential Unit shall be restored to its natural state by the Owner or Owners thereof and maintained as an undeveloped portion of the Project by the Association in a neat and attractive condition.

**Section 5.05. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owner or Owners of Residential Units affected by such damage or destruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or construction.

**Section 5.06. Appointment of Insurance Trustee.** The Association, as Insurance Trustee, shall have the right to appoint any federal or state bank which is qualified to offer trust services to the public as Insurance Trustee hereunder, and upon such appointment shall be relieved of all liability and responsibility as Insurance Trustee hereunder.

## **ARTICLE VI**

### **NO PARTITION**

Except as is permitted in this Declaration, or amendments thereto, there shall be no physical partition of a Residential Unit, or any part thereof, nor shall any person acquiring any interest in any Residential Unit or any part thereof seek any such judicial partition unless the Submitted Parcel has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring title to real property which may or may not be subject to this Declaration.

## **ARTICLE VII**

### **CONDEMNATION**

Whenever all or any part of a Residential Unit shall be taken (or conveyed in lieu of and under threat of condemnation by the Owner) by any authority having the power of condemnation or eminent domain, each Owner damaged by such condemnation shall be entitled to pursue all available remedies against the condemning authority. Should any property owned or maintained by the Association as Common Area be affected by the condemnation, the Association shall be

entitled to pursue all available remedies against the condemning authority for the damages sustained to such property.

## ARTICLE VIII

### **RIGHTS, OBLIGATIONS AND POWERS OF THE ASSOCIATION**

**Section 8.01. Personal Property for Common Use.** The Association, through the actions of its Board of Directors, may acquire, own, lease, hold and dispose of tangible and intangible personal property.

**Section 8.02. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the operations of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may be imposed in accordance with Article XII. The Board shall also have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association shall permit the Town of Cedar Lake, Indiana, to enforce ordinances on the Submitted Parcel for the benefit of the Association and its Members.

**Section 8.03. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE IX

### **ASSESSMENTS**

**Section 9.01. Creation of Assessments.** There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 9.06 hereof. Except as provided below, Assessments shall be allocated equally among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs, and reasonable attorneys' fees shall be a charge on the Residential Unit and shall be a continuing lien upon the Residential Unit against which each Assessment is made.

Each such Assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such

acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Owners. Unless the Board otherwise provides, the Assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Builder or other entities for the payment of some portion of the Common Expenses.

**Section 9.02. Computation of Assessment.** It shall be the duty of the Board, at least thirty (30) days before the beginning of the budget year (the budget year shall be from January 1 through December 31) and ten (10) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming budget year. Subject to the provisions of Section 9.05 hereof, the budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit for the following budget year to be delivered to each Owner at least seven (7) days prior to the meeting. The budget and the Assessments shall become effective when adopted by the Board of Directors.

Notwithstanding the foregoing, however, in the event that the Board fails for any reason so to determine the budget for the succeeding budget year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding budget year.

The Board may not, without the vote or written consent of a majority of the votes of the Association, impose an Assessment per Residential Unit which is greater than one hundred fifty percent (150%) of the amount for the previous fiscal year, except for the Assessment levied for the first time.

Upon the Declarant or Builder's sale of a Residential Unit to a third-party Owner, the following assessments shall be collected by and for the benefit of the Association at the time of the initial closing on each Residential Unit: (1) an initial closing assessment of Two Hundred Dollars (\$200.00), and (2) a yearly Assessment of Two Thousand One Hundred Dollars (\$2,100.00) per year or as otherwise determined herein by the Board per calendar year (prorated for the first year of ownership). Thereafter, a yearly assessment of Two Thousand One Hundred Dollars (\$2,100.00) per year or as otherwise determined herein by the Board shall be due and owing for each Residential Unit and payable to the Association on the first day of each month, quarter, half-year or year basis as determined by the Board.

In addition, upon the Declarant or Builder's sale of a Residential Unit to a third party Owner, the Association shall endeavor to collect the initial closing assessment and initial prorated annual assessment for each Lot or Parcel which are due and owing to the Lakeside of Cedar Lake Homeowners Association, Inc. as required under Article X of the Declaration of Covenants and Restrictions for Lakeside, as amended from time to time, as more particularly described in Section 19.01 herein. In this regard, the Master Declaration initial closing assessment is initially contemplated to be One Hundred Dollars (\$100.00) and the yearly assessment is initially

contemplated to be Two Hundred Fifty Dollars (\$250.00) per year. The Lakeside of Cedar Lake Homeowners Association, Inc. shall be responsible for collecting any assessments under the Master Declaration other than such initial closing assessment and initial prorated annual assessment upon the sale of a Residential Unit to a third party Owner.

**Section 9.03. Special Assessments.** In addition to the Assessments authorized in Section 9.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year, provided, however, that such Special Assessment for any purpose other than as a sanction against an Owner shall have the vote or written assent of more than fifty percent (50%) of a quorum of Members entitled to vote at a meeting called for the purpose. The Association may also levy a Special Assessment as a sanction against any Owner to reimburse the Association for costs incurred in bringing an Owner and such Owner's Residential Unit into compliance with the provisions of the Declaration, the Amendments thereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board.

**Section 9.04. Lien for Assessments.** When a notice of the lien has been recorded, such Assessment or Special Assessment shall constitute a perfected lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgage or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association, following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 9.05. Capital Budget and Contributions.** In the event that the Association becomes the owner of any capital asset, or is charged with the duty for the upkeep, maintenance and repair of a capital asset, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in any amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 9.02 hereof. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

**Section 9.06. Subordination of the Lien to First Deeds of Trust and First Mortgages.**

The lien of the Assessments, including interest, late charges subject to the limitations of Indiana law, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any bona fide first Mortgage upon any Residential Unit. The sale or transfer of any Residential Unit shall not affect the Assessment or Special Assessment lien. However, the sale or transfer of any Residential Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Unit from lien rights for any Assessments or Special Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Residential Unit obtains title, his successors and assigns shall not be liable for the share of the Assessments by the Association chargeable to such Residential Unit which became due prior to the acquisition of title to such Residential Unit by such acquirer. Such unpaid share of the Assessments shall be deemed to be Common Expense collectible from all of the Residential Units, including such acquirer, his successors and assigns.

**ARTICLE X**

**ARCHITECTURAL STANDARDS**

This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any real estate subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition, staking, clearing, excavation, grading and other site work, and no plantings or removal of plants, trees or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Architectural Review Committee (the "ARC") has been obtained. The ARC shall consist of three (3) members. The initial ARC shall consist of the Declarant and any persons designated by the Declarant. After the Turnover Date, the members of the ARC shall be appointed by the Board of Directors. The ARC shall have exclusive jurisdiction over all modifications, additions or alterations made on or to existing Residential Units and the open space, if any, appurtenant thereto. The original construction of the single-family unit shall be in accordance with the plans and specifications approved by the Declarant. Notwithstanding anything to the contrary in this Declaration, until the Turnover Date the Builder shall solely act as the ARC for purposes of reviewing and potentially approving landscaping and vegetation, privacy dividers, pavers, and the placement of satellite dishes.

**Section 10.01. Architectural Standards.** Notwithstanding that it is the Owner's responsibility to maintain and repair the Residential Unit owned by him and/or her, each Owner agrees that they are prohibited from taking any action with regard to the following:

- a. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.

- b. The use of any materials on the exterior of any Residential Unit which is not substantially the same to that which was provided as a part of the original construction, both in quality, color and other appearance.
- c. The erection of clotheslines, awnings, or other similar items or devices.
- d. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.
- e. The use of mailboxes not in conformity with the quality and style and location of the original mailboxes installed for the Residential Units in accordance with Section 11.11.
- f. The use of exterior lamp posts not in conformity with the quality and style and location of the original exterior lamp posts installed for the Residential Units by the Declarant in accordance with Section 11.12.
- g. No fencing will be permitted for any purpose on a Lot. This provision does not prohibit the ARC from allowing vegetation privacy dividers of up to 20 feet in length, so long as an Owner submits a proposal to the ARC and approval has been obtained.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community. Notwithstanding anything contained herein to the contrary, no permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right to an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired.

**Section 10.02. Architectural Construction and Landscaping Standards and Use Restrictions for Residential Units.** No structure shall be erected, including exterior remodeling or additions to existing Residential Units, or permitted on any Lot in the Subdivision until plans and specifications for that structure have been submitted to and approved in writing by the Declarant until control of the Association is turned over to the Owners and at that time, then approved in writing by the ARC. A “structure” is defined as any building, pool, driveway, breeze way, pond, kennel, playhouse, barn, or any other building or fixture that is permanent.

Each contractor or Owner must submit to the Declarant and/or the ARC and receive the Declarant’s or ARC’s written approval of the following items before any construction on any structure may begin:

- a. Drawings showing all four elevation and masonry areas;
- b. Floor plan showing square footage;

- c. Site plan showing grade plan, placement of the structure on the Lot and the location of driveway and walkways;
- d. Landscape and sidewalk plans; and
- e. Provide a detail of materials and manufacturer specifications to be used.

The Builder may submit a single set of plans for multiple structures and Lots and the ARC may approve or disapprove such plans either individually or collectively. The ARC's approval or disapproval as required in these Covenants shall be in writing. In the event the ARC, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval by the ARC will be presumed, provided that no structure, as previously defined, shall be erected which violates any of the Covenants or restrictions as set forth in this Declaration.

Refusal or approval of plans and specifications by the ARC may be based upon any ground, including purely aesthetic ones.

The ARC reserves the power to make exceptions to these restrictions and covenants as it deems proper.

Whether or not a provision specifically states in any conveyance of any Parcel by the Declarant, its successors or assigns, the owner or occupancy of any Parcel, by acceptance of title thereto or by taking possession, covenants and agrees to adhere to all of the covenants, restrictions, duties, obligations and procedures as set forth in this documents.

None of the Declarant, the Builder, the Association, the ARC, or their respective representatives, or any member thereof, shall be liable for any damage, loss, or prejudice suffered or claimed by any contractor or Owner or Occupant which submits such a plan or specification on account of:

- (i) Any effects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Article X;
- (ii) Any structural defects in any work done according to the plans and specifications;
- (iii) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (iv) The construction or performance of any work, whether or not done pursuant to approved plans, drawings and specifications; or
- (v) The development of any real estate in the Subdivision.

Any person or entity submitting plans or specifications to the Declarant or the ARC, or their representatives, or any member thereof, shall hold them harmless from all damage, loss, or prejudice suffered or claimed by any third party, including attorney's fees incurred.

During construction on any Lot in the Subdivision, the contractor on that Lot shall remove all trash and debris resulting from construction on the Lot. Each building of a Residential Unit in the Subdivision shall maintain a dumpster for all construction debris and mud, although a single dumpster may be used for multiple Lots. Each contractor other than Builder will specifically be held responsible for clearing the roadway of all mud and debris placed on the road by any contractor, subcontractor or material man. No debris shall be burned or disposed of on any real estate in the Subdivision.

All exterior work in the construction of any Residential Unit, including driveways, shall be completed within nine months from the date of the issuance of the building permit. Extensions of time, for good cause, may be granted by the ARC.

No improvement which has been partially or totally destroyed by fire or other reason, shall be allowed to remain in that state for more than ninety (90) days from the date of such destruction or damage. Extensions of time, for good cause, may be granted by the ARC.

**Section 10.03. Minimum Building Requirements.** All Residential Units shall meet the following minimum requirements:

- a. All Residential Units shall be erected by a general contractor licensed by the Town of Cedar Lake.
- b. Any Residential Unit erected on any Parcel shall erect an attached garage and in addition thereto shall provide a minimum of two (2) off-street parking spaces which shall consist of a driveway. No driveways or off-street parking areas shall be located in any required rear yard.

**Section 10.04. Landscaping.**

- a. Within three (3) months from the date of occupancy of any Residential Unit the contractor on any Parcel shall sod all front and sides facing or fronting a street and shall seed or sod all side and rear yards not covered by porches, patios, driveways, or sidewalks, provided however that seeding shall be not required between October 15<sup>th</sup> and April 30<sup>th</sup> if occupancy occurs after September 15<sup>th</sup> of each year. Each required front, side and rear yard, as defined and required by Area Width and Yard Regulations of the Cedar Lake Zoning Ordinance.
- b. Any Residential Unit erected on any Parcel shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the Parcel surface and not the storm sewer, provided further, that driveways may drain to the street curb. No downspout, sump pump or other



storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the Subdivision.

**Section 10.05. Driveway Requirements.** No Residential Unit or structure erected or placed on any Parcel in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the contractor thereof (at the contractor's sole expense), of a concrete driveway from the street to the garage provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event such Residential Unit shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway.

**Section 10.06. Exterior Color Plan.** The Declarant shall have final approval of all exterior color plans and each contractor must submit to the Declarant, and then upon the Declarant's resignation to the ARC, a color plan showing the color of the roof, exterior walls, shutters, trim, etc. It shall then be considered the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Subdivision.

## ARTICLE XI

### **USE RESTRICTION**

**Section 11.01. Residential Restrictions.** The Lots subject to this Declaration may be used for single-family residential units and for no other purpose. Any and all business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all Town of Cedar Lake zoning requirements; (c) the business activity does not involve door to door solicitation of residents of the Subdivision; (d) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; and (e) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in a full or part time manner; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. The only exception hereto is any model provided by the Declarant or Builder to promote the sales of the Parcels and/or Residential Units. The Association, acting through the Board of Directors, shall have standing and the power to enforce the use restrictions contained herein as well as those stated in the ordinances of the Town of Cedar Lake as if all of such provisions were regulations of the Association.

**Section 11.02. Nuisances.** No nuisances shall be allowed upon any Residential Unit nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the Residential Units by its residents, or which will obstruct or interfere with the rights of other Owners or the Association. This provision shall not be construed to prohibit or limit the enforcement of any provision of the Declaration which does not constitute a nuisance, or to prohibit the Association from adopting Rules and Regulations prohibiting conduct which does not constitute a nuisance.

In addition, the following shall apply to all Parcels and Owners of any portion of a Parcel described herein:

- a. No burning of refuse shall be permitted.
- b. The use of any driveway or parking area which may be in front of or adjacent to or part of any Parcel as a habitual parking place for commercial vehicles is prohibited. The term “commercial vehicles” shall include all trucks (larger than 3/4 ton) as well as construction equipment and vehicular equipment. Commercial vehicles shall also include all limousines for hire. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance. Pick-up trucks (3/4 ton or smaller) and vans (3/4 ton or smaller), with or without a commercial name, shall be an exception to this exclusion.
- c. No buildings shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Town of Cedar Lake, Lake County, Indiana, or any public utility or governmental agency shall be at the sole cost and expense of the Parcel Owner.
- d. No plants or seeds, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Parcel.

**Section 11.03. Immoral, Improper, Offensive and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of any Residential Unit nor any part thereof and all laws, zoning ordinances and regulations of all governmental bodies regarding the maintenance, modification or repair of Residential Units shall be the same as provided in Article IV hereof.

**Section 11.04. Uses Affecting Insurance Rates.** An Owner shall not permit or suffer anything to be done or kept in a Residential Unit which will increase the insurance rates on any other Residential Unit.

**Section 11.05. Signs and Other External Items.** No Owner shall display any sign (except for temporary but tasteful “for sale” or “for rent” signs, but only after the Turnover Date), advertisement or notice of any type on the exterior of a Residential Unit and no Owner shall erect any exterior antennae, aerials or awnings upon any Residential Unit. No clothesline or other similar device shall be allowed on any portion of any Residential Unit.

**Section 11.06. Antennae and Satellite Dishes.** No above-ground communication, electric or television lines or cable shall be placed by any Owner anywhere in the Development

Area other than within homes or dwellings. No television or radio antenna, earth station dish, pole, wire, rods, satellite dish over twenty inches (20”) in diameter, or other device used in connection with the reception or transmission of any television, radio or any other electrical signal shall be erected or maintained on the exterior of any home or dwelling or on any part of a Parcel. An Owner who desires to install a permitted satellite dish must attempt in good faith to properly screen such dish from the view of surrounding Parcels or place such dish in the rear of the Owner’s Parcel, with the final location and screening of the satellite dish to be approved by the ARC.

**Section 11.07. Animals.** An Owner may not keep, raise or breed any animals, livestock or poultry in or on a Residential Unit, provided, however, that no more than two (2) pets shall be allowed to be kept in or on a Residential Unit, subject to the Rules and Regulations of the Association. Notwithstanding anything contained herein to the contrary, the Association may impose a Special Assessment against any Owner for (a) repairs or replacements required to be made to the exterior of the unit or the landscaped areas as a result of damage created by the Owner’s animal, and/or (b) the Owner’s failure to clean up after said pets. No animals shall be allowed to run loose at any time and no dog be allowed to continuously bark, yelp, whine or howl by the Owner of any Residential Unit.

**Section 11.08. Vehicles.** No recreational vehicles, motor homes, campers, boats, boat trailers, recreational equipment and trailers or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot for more than forty-eight (48) hours, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

**Section 11.09. Plants, Plant Material.** The planting materials are to be located and shall be reasonably maintained at the Owner’s expense so as to present a healthy, neat and orderly appearance, free from refuse and debris. All unhealthy and dead material shall be replaced within six (6) months or the next appropriate planting season. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of the Lot unless approved by the Builder or ARC. No grass, growth of weeds or rank vegetation in excess of five inches (5”) in height shall be permitted upon any Lot or any portion thereof.

**Section 11.10. Rubbish, Trash, Garbage and Nuisance.** No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or any portion thereof and all trash receptacles shall be kept in sanitary containers and shall be stored inside the garage. No firewood, scrap wood, limbs, branches, compost, composters, paper, bottles, tires or similar substances, filth, rubbish trash or noxious substance shall be collected or remain on any Lot or any part thereof which causes damage, prejudice or discomfort to others or the public or creates a breeding ground for insects or vermin.

**Section 11.11. Mailboxes.** The Declarant and Builder shall select and designate a standard mailbox. The Owner of the Residential Unit shall cause such standard mailbox and post to be installed prior to the occupancy of the Residential Unit. No exterior newspaper receptacles shall be permitted in the Development unless part of the standard mailbox. The Owner shall cause such standard mailbox to be maintained and/or replaced, if necessary, at the Owner’s expense.

**Section 11.12. Exterior Post Lights.** The Declarant shall adopt and designate a standard exterior post light for all Lots and may designate a standard location for such exterior post light. The Owner of the Residential Unit shall cause such standard exterior post light to be installed prior to the occupancy of the Residential Unit. The Owner shall be required to maintain and replace said standard exterior post light. Exterior post lights shall be on and illuminated from dusk to dawn unless the Association shall provide otherwise by rule or regulation. No exterior lighting fixture, other than the post light approved by the Builder or landscape lighting shall be installed in the front yard of any Residential Unit.

**Section 11.13. Flag Poles.** Flag poles are permitted, provided the flag pole is not more than twenty-five (25) feet in height.

**Section 11.14. Air Conditioning Units.** No window or wall unit air conditioners or heating systems (HVAC) shall be installed on any Residential Unit.

**Section 11.15. Storage Sheds.** No free standing structures, detached garages, metal, prefab or steel storage sheds of any kind shall be erected on any Parcel.

**Section 11.16. Temporary Structures.** No trailer, basement or incomplete building, tent, shack, garage, barn, motorized home and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent, on any Parcel. Temporary buildings or structures used during the construction of a Residential Unit shall be on the same Parcel as the Residential Unit, and such buildings or structures shall be promptly removed upon the completion of construction. Such temporary buildings or structures must first be approved by the Declarant.

**Section 11.17. Parcel Maintenance.** Each Parcel shall at all times be kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Parcel, except as necessary during the period of construction and in approved containers. The Owner of each Parcel shall be responsible for the cutting or removal of weeds periodically on such Parcel so as to conform with the requirements, ordinances and regulations of the Town of Cedar Lake, Indiana.

**Section 11.18. Outdoor Furniture, Play Facilities.** Outdoor furniture, equipment, and facilities shall be maintained in good “like new” condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighboring houses or residents. No swing sets, slides or other children’s play equipment, bikes or toys may be kept or maintained outside on a Parcel.

**Section 11.19. Discharge of Contaminants.** The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing the same to be deposited thereon. In the event the responsible person or party cannot be determined, then the Parcel Owner shall be responsible for the removal and cleaning of the Parcel. Garbage containers may not be stored outside.

**Section 11.20. Swimming Pools.** No swimming pools, either above or below ground, or hot tubs shall be permitted on any Parcel.

**Section 11.21. Underground Wiring.** No lines or wires for communication or the transmission of electrical current or power shall be constructed, placed or permitted to be placed anywhere in Subdivision other than within buildings or Residential Units or attached to their walls, unless the same shall be contained in conduits or approved cable, constructed, placed and maintained underground.

**Section 11.22. Leasing Residential Units.** All lease or rental agreements to allow any other Person to occupy the Residential Unit as an Occupant with or without rent independent of the Owner must be in writing and shall not be for an initial term of less than six (6) months nor for less than thirty (30) days for any term thereafter. Every Owner shall cause all occupants of such Owner's Residential Unit to comply with this Declaration, the By-Laws, and the Rules and Regulations, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Residential Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, and the Rules and Regulations.

**Section 11.23. Rules and Regulations.** Rules and Regulations concerning the use of the Residential Units may be promulgated and amended by the Association acting by and through its Board of Directors each of which shall be deemed to be incorporated herein by reference and made a part hereof, as amended from time to time; provided, however, copies of all such Rules and Regulations shall be furnished to each Owner prior to the time that the same shall become effective. All Rules and Regulations promulgated from time to time shall be deemed to be reasonable and enforceable, so long as they bear any relationship to the safety, health, happiness and enjoyment of life of all of the Owners, are in furtherance of a plan to provide for the congenial occupation of the Residential Units, to promote and protect the cooperative aspects of ownership, the value of the Residential Units, and/or facilitate the administration of the community as a first class, safe, healthy, happy, quiet and restful residential community, and are not arbitrary and capricious. The Board of Directors of the Association is hereby granted the specific power and authority to enforce said rules and regulations in accordance with the provisions of Article XII.

## **ARTICLE XII**

### **ENFORCEMENT**

Each Owner and Occupant of a Residential Unit shall be governed by and shall comply with the terms of this Declaration and the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association adopted pursuant thereto as the same may be amended from time to time. The Declarant and Builder shall have no personal or other liability, obligation or responsibility to enforce this Declaration or any part thereof. A default or violation by an Owner or Occupant of a Residential Unit shall entitle the Association or, in lieu thereof, any other Owner or Owners to the following remedies (i.e., any other Owner or Owners may act apart from and in place of the Association and/or the Board of Directors in administering and enforcing the provisions of this Article XII):

**Section 12.01. Authority and Administrative Enforcement and Procedures.**

a. Authority. Lots and Residential Units shall be used only for those uses and purposes set out in this Declaration, and subject to the covenants and restrictions set forth herein, and in the By-Laws and Rules and Regulations of the Association. The Board of Directors shall have the power and authority to impose reasonable Special Assessments in accordance with Section 9.03 hereof, which shall constitute a lien upon the Owner's Residential Unit and to suspend an Owner's right to vote, and to approve other appropriate sanctions in the event that it is determined in accordance with this Article XII that an Owner or Occupant has violated any provision of this Declaration, the By-Laws, or the Rules and Regulations as duly promulgated.

b. Procedure. The Board of Directors shall not impose a Special Assessment as a sanction, suspend the right to vote, or infringe upon any other rights of an Owner or Occupant for any such violations unless and until the following procedure is followed:

(1) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation; and (c) a time period, not less than ten (10) days, during which the violation may be abated without further sanction.

(2) Notice. If the violation continues past the period allowed in the demand for abatement without sanction, the Association shall serve the violator with written notice of a hearing. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (c) an invitation to attend the hearing and produce any statements, evidence and/or witnesses in his/her behalf; and (d) the proposed sanction to be imposed.

(3) Hearing. The hearing shall be held in executive session by the Board of Directors pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, the invitation to be heard, the written result and statements of the sanction shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting.

c. Sanctions. The Board of Directors' power and authority to impose sanctions shall be governed by the following provisions:

(1) All Special Assessments imposed upon a violator under this Article shall bear a reasonable relationship to the violation, considering all the circumstances, which may include, but shall not be limited to, the following:

(a) The actual costs and expenses incurred by the Board of Directors and the individual directors in the exercise of the power and authority under this Article XII (including but not limited to reasonable attorneys fees and costs), and in otherwise attempting to remedy the violation.

(b) The amount of actual damage done to other Owners and Occupants and/or their Residential Units and/or to the Association arising out of the violation or the efforts to remedy the effects of same.

(c) The extent to which the violation is or was flagrant, and the extent to which the violator cooperated or hindered in any effort to remedy the violation.

(d) The amount which would be reasonably required to compensate the Association for the disruption of and inconvenience to, the community, the Association or any Member thereof, or Occupant of a Residential Unit.

(2) All Special Assessments amounts imposed hereunder as a sanction shall be deemed to be a part of the Assessment attributable to the Residential Unit occupied by the violator, and shall be assessed against said Residential Unit and its Owner as a Special Assessment to be due and payable on the date that the next Assessment payment would be due, and any such special Assessments which are not paid as of that date shall become a lien on such Residential Unit, and shall be collected and enforced in the same manner as Assessments.

(3) Nothing herein contained shall be construed as granting to the Board of Directors the power or authority to impose such a Special Assessment which is punitive in nature, or to suspend an Owner's right to vote, unless the Board of Directors finds, by specific special findings of fact in accordance with the foregoing procedure, that the violator's conduct was willful, malicious, oppressive and outrageous in nature. Said special findings of fact shall specifically set forth all facts and circumstances.

(4) All other sanctions imposed shall be reasonably related to the violation found.

(5) The decision of the Board of Directors shall be made in accordance with the foregoing procedures, and shall be final.

**Section 12.02. Legal Remedies.** In addition to the administrative remedies set forth in Section 12.01 hereof, the legal remedies may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, an action to enforce the sanctions imposed by administrative procedure, or any combination thereof. The prevailing party shall be entitled to recover the costs of any legal proceeding including reasonable attorneys' fees.

**Section 12.03. No Waiver of Rights.** The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall not constitute a

waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

**Section 12.04. No Election of Remedies.** All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges.

## **ARTICLE XIII**

### **AMENDMENT**

The Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations may be amended in the following manner:

**Section 13.01. Declaration.** Subject to Article XIV, Article XV and Article XVII, amendments to the Declaration shall be proposed and adopted as follows, provided, however, that no amendment may revoke, remove, or modify any right or privilege of the Declarant or the Builder, without such party's written consent.

- a. **Notice.** Notice of the subject matter of any proposed amendment shall be included in the Notice of any meeting of the Board of Directors or Owners at which any proposed amendment is to be considered.
- b. **Resolution.** Except as provided in subparagraph (d) hereof, a resolution to amend the Declaration may be adopted by the affirmative vote of not less than two-thirds (2/3) of the Members (not two-thirds (2/3) of a quorum), at any regular or special meeting of the Members called and held in accordance with the By-Laws; provided, however, that any such amendment must also be approved and ratified by not less than two-thirds (2/3) of the Board of Directors (not two-thirds (2/3) of a quorum).
- c. **Recording.** The amendment shall not be effective until a certified copy thereof is recorded in the Office of the Recorder of Lake County, Indiana. A copy of any such amendment shall also be sent to each Owner and his Mortgagee by registered or certified mail; provided, however, the mailing of such amendment shall not constitute a condition precedent to the effectiveness of such amendment.
- d. **Amendments by Declarant.** Notwithstanding any other provision of the Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration, or the Articles of Incorporation, By-Laws, and Rules and Regulations, without the consent of the Owners, the Association, the Board of Directors or any Mortgagee, or any other Person, to: (1) correct scrivener's errors, minor defects or omissions, (2) comply with the requirements of Indiana law, (3) comply with the requirements of any governmental agency, public authority, or title insurance company, (4)



comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by each sell, insure or guarantee first mortgages covering Residential Units, (5) induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering residential units, or (6) designate additional Lots, Parcels, Residential Units, Residential Units, and/or Outlots within the Submitted Parcel and Development Area, which will then be specifically subject to the terms and conditions of this Declaration under such designations, or (7) add additional covenants, conditions and restrictions to this Declaration covering such areas of the Submitted Parcel and Development Area in which Declarant and/or its designated assigns then own and control. This subparagraph (d) shall constitute an irrevocable special power of attorney to Declarant coupled with an interest on behalf of all Owners, Mortgagees, and any and all other Persons having an interest of any kind in the Submitted Parcel, for so long as Declarant owns any portion of the Development Area and it shall become effective upon the recording of a copy thereof in the Office of the Recorder of Lake County, Indiana. A copy of such amendment shall also be sent to all Owners and their Mortgagees in the manner provided in subparagraph (c) hereof.

**Section 13.02. Articles of Incorporation, By-Laws and Rules and Regulations.** The Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall be amended in the manner provided by such documents or by law.

## ARTICLE XIV

### **GENERAL PROVISIONS**

**Section 14.01. Term.** The covenants and restrictions of this Declaration shall run with and bind the Submitted Parcel, and shall inure to the benefit of an shall be enforceable by the Association or the Owner of any Parcel or Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then-Owners, has been recorded within the year preceding and the beginning of each successive period often (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

**Section 14.02. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then-Board of Directors), to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or

omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association, or arising out of their status as directors or officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include an indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable grounds for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer. Any right to indemnification provided for herein shall be not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 14.03. Perpetuities.** If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

**Section 14.04. Re-recording of Declaration.** If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration, or any part thereof, in the Office of the Recorder of Deeds of Lake County, Indiana, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained, it shall subject the matter to a meeting of the Members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording; the Board shall have and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners or any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

**Section 14.05. Restrictions, Conditions, Covenants, Liens and Charges.** Each grantee of Declarant or Builder, by taking title to a Parcel and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any

person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

**Section 14.06. Enforcement of Covenants.** Declarant, Builder and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations herein set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Parcel any improvement which is and remains in violation of the covenants set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Article XII hereof) from Declarant, Builder or the Association to the Owner of any such Parcel, then Declarant, Builder or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, Builder and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

**Section 14.07. Special Amendment.** Declarant hereby reserves the right and power to record a special amendment (hereafter referred to as "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or grant first mortgages encumbering any Lot, Parcel or Unit, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereof. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be, said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Parcel or Residential Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Article XIV hereof, the right of the Declarant to act

pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot, Parcel or Residential Unit.

**Section 14.08. Ownership Under a Trust.** In the event that title to any Parcel is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot, Parcel or Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Parcel and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Parcel.

**Section 14.09. Owner's Obligation to Maintain and Repair.** Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence and structures keeping the same in a condition comparable to the condition of such residence and structures at the time of its initial construction.

**Section 14.10. Self Help.** In addition to any other remedies provided for herein, the Declarant, the Builder, the Association, or their respective duly authorized agents shall have the power to take such remedial action, activity or otherwise perform or take such action or obligation of a defaulting Owner to bring a Lot into compliance with this Declaration. The Declarant, the Builder, the Association, or their respective duly authorized agents may enter upon a Lot or any portion of the Subdivision (including Common Area) to abate or remove, using such force as may be reasonably necessary, any construction, erection, thing or condition which violates this Declaration, the Architectural Guidelines, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Declarant, the Builder or the Association, as the case may be, shall give the violating Lot Owner thirty (30) days' written notice of its intent to exercise remedial activity (self help). All costs of the Declarant, the Builder, or the Association's remedial activity (self help), together with interest at the rate of twelve percent (12%) per annum, including attorneys' fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein. No liability shall be assumed or imposed by the Declarant, the Builder and/or the Association's exercise or failure to exercise such remedial activity. Notwithstanding the foregoing, in the event of an emergency or the blockage or material impairment of the easement rights granted hereunder, the Declarant, the Builder, or Association may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest as above described.

**Section 14.11. Notices.** Any notices required to be sent to any Owner under any provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Person who appears as owner on the records of the Lake County Auditor's official property tax records at the time of such mailing.

**Section 14.12. Usage.** Whenever used, the singular shall include the plural and singular, and the use of any gender shall include all genders.

**Section 14.13. Effective Date.** This Declaration, or any amendment hereto, shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

**Section 14.14. Severability of Invalid or Unenforceable Provisions.** If any term, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By Laws or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other terms, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By Laws or the Rules and Regulations. If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

**Section 14.15. Captions.** Captions used in this Declaration, the Articles of Incorporation, the By Laws and the Rules and Regulations are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration, the Articles of Incorporation, the By Laws and the Rules and Regulations.

**Section 14.16. Binding Effect.** This Declaration shall be binding upon and inure to the benefit of each Owner, its successor, grantees, assigns and the legal representatives thereof.

**Section 14.17. Recitals.** The recitals set forth at the beginning of this Declaration are hereby made a part of and incorporated into this Declaration by reference.

## ARTICLE XV

### **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Residential Units. To the extent applicable, necessary, or proper, the provisions of this Article XV apply to both this Declaration and to the By-Laws of The Cottages of Lakeside Association, Inc. Where indicated, these provisions apply only to "Eligible Holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

**Section 15.01. Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request (such request to state the name and address of such holder, insurer or guarantor and the Residential Unit address), to the Association (thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- a. any proposed termination of the Association;

- b. any condemnation loss or any casualty loss which affects a material portion of the Submitted Parcel or which affects any Residential Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- c. any delinquency in the payment of Assessments or charges owed by an Owner of a Residential Unit subject to the Mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- d. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- e. any proposed action which would require the consent of Eligible Holders, as required in Section 16.02 hereof.

**Section 15.02. Mortgagee's Rights Respecting Amendments to the Declaration.** To the extent possible under applicable Indiana law, and notwithstanding the provisions of Article XIII, any amendment of a material nature must be approved by Eligible Holders representing at least fifty-one percent (51%) of the votes of Residential Units that are subject to Mortgages held by Eligible Holders. An amendment to any of the following shall be considered material:

- a. voting rights;
- b. Assessments, Assessment liens, or subordination of Assessment liens;
- c. responsibility for maintenance and repairs;
- d. boundaries of any Residential Unit;
- e. expansion of the Development Area (to include real estate not described in Exhibit "A" or not adjacent thereto nor in the vicinity thereof);
- f. insurance or fidelity bonds;
- g. imposition of any restrictions on an Owner's right to sell or transfer his or her Residential Unit;
- h. restoration or repair of the Submitted Parcel (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- i. any action to terminate the legal status of the Submitted Parcel after substantial destruction or condemnation occurs, provided, however, that any action to terminate the legal status of the Project for reasons other than substantial destruction or condemnation shall require the consent of Eligible Holders or Owners representing sixty-seven (67%) of the votes of Residential Units; or

- j. any provisions that expressly benefit mortgage holders, insurers or guarantors.

**Section 15.03. Special FHLMC Provision.** So long as required by Federal Home Loan Mortgage Corporation (“FHLMC”), the following provisions apply in addition to and not in lieu of the foregoing two (2) sections of this Article. Unless at least two-thirds (2/3) of the first Mortgagees or Owners provide their written consent, the Association shall not:

- a. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer);
- b. change the method of determining the obligations, Assessments, dues or other charges which may be levied against the Owner;
- c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of any Common Area;
- d. fail to maintain fire and extended coverage insurance, as required by this Declaration; or
- e. use hazard insurance proceeds for any Common Area losses for other than the repair, replacement of reconstruction of such.

The provisions of this Section 15.03 shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

**Section 15.04. Mortgagee’s Right to Cure.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for any Common Area, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

## **ARTICLE XVI**

### **DECLARANT AND BUILDER’S RIGHTS**

**Section 16.01. Control.** Notwithstanding any of the other provisions of this Declaration or the By-Laws to the contrary, and in addition to any other right or privilege given or granted or reserved to Builder under this Declaration, the first and all subsequent Board of Directors shall consist solely of three (3) individuals designated by Builder, which individuals may but need not be Owners or Members until the first to occur of any of the following (the “Turnover Date”):

- a. Thirty (30) days after Declarant has conveyed to purchasers for value all of the Residential Units proposed for the Development Area;
- b. The expiration of twenty (20) years from the date of the recording of this Declaration; or
- c. The date on which the Builder elects to terminate its sole control by the delivery of written notice of such election to the Owners.

**Section 16.02. Absence of Warranty.** THE DECLARANT AND BUILDER EACH SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE SUBMITTED PARCEL OR DEVELOPMENT AREA OR THIS DECLARATION EXCEPT AS SPECIFICALLY SET FORTH HEREIN; AND NO PERSON SHALL RELY UPON ANY WARRANTY OR REPRESENTATION NOT SPECIFICALLY SET FORTH THEREIN. ANY ESTIMATES OF ASSESSMENTS ARE BELIEVED TO BE ACCURATE, BUT NO WARRANTY OR GUARANTY IS MADE OR INTENDED, NOR MAY ONE BE RELIED UPON.

**Section 16.03. Assessment Exemption.** Declarant and Builder shall each be exempt from any Assessment levied by the Association on any or all Residential Units owned by the Declarant, Builder and/or such party's designees which are unoccupied and offered by the Declarant or Builder for sale.

**Section 16.04. Right to Amend Declaration.** The Declarant or Builder shall have the right to amend the Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations, in accordance with Section 13.01(d) hereof.

**Section 16.05. Transfer of Rights.** Any or all of the special rights and obligations of the Declarant or Builder may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant or Builder, as the case may be, and duly recorded in the Office of the Recorder of Lake County, Indiana.

**Section 16.06. Reserved Rights and Easements.** Notwithstanding any provisions herein to the contrary, Declarant and Builder each hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel, for the benefit of Declarant, Builder, or either of its successors, and assigns over, under, in, and/or on the real estate and any portion of the Development Area which becomes part of the Submitted Parcel, without obligation and without charge to Declarant or Builder, for the purposes of construction, installation, relocation, development, maintenance, repair, replacement, use and enjoyment and/or otherwise dealing with the Submitted Parcel and Development Area. The reserved easement shall constitute a burden on the title to all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel and specifically includes, but is not limited to:



- a. the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel; and the right to tie into any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel with driveways, parking areas, streets, and drainage systems; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, Internet, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, and in connection therewith the right to store construction equipment and materials in appropriate areas in areas owned by Declarant or Builder without payment of any fee or charge whatsoever; and
- b. the right to construct, install, replace, relocate, maintain, repair, use and enjoy model units, parking spaces, signs, lighting, construction offices, business offices and sales offices as, in the sole opinion of Declarant or Builder, may be required, convenient, or incidental to the construction of improvements and sale of units in all or any portion of the Submitted Parcel and Development Area;
- c. no rights, privileges, and easements granted or reserved herein shall be merged into the title of any Residential Unit within the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant or Builder releasing its respective right, privilege, or easement by express reference thereto with respect to all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel.

This Section 16.06 may not be amended without the prior written consent of Declarant or Builder as to their respective rights under this Section.

## ARTICLE XVII

### **ANNEXATION OF ADDITIONAL PROPERTY**

**Section 17.01. Annexation Without Approval of Membership.** As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant and Builder shall jointly have the unilateral right, privilege and option, from time to time at any time until the end of the twentieth (20th) year after the recording of this Declaration, to annex, submit and subject to the provisions of this Declaration, all or any part of the Development Area, or other property adjacent to or in the vicinity of the Development Area, by recording an amendment to this Declaration ("Supplemental Amendment") as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to this Declaration by a Supplemental Amendment shall be referred to as "Added Property", any Lot in the Added Property shall be referred to as an "Added Lot" and any Parcel in the Added Property shall be referred to as an

“Added Parcel.” Added Property may be made subject to the Declaration at different times and there is no limitation on the order in which Added Property may be made subject to this Declaration. There is no limitation on the location of improvements which may be made on Added Property and no particular portion of the Development Area must be made subject to this Declaration.

**Section 17.02. Power to Amend.** In furtherance of the foregoing, Declarant and Builder jointly reserve the right to record a Supplemental Amendment, at any time and from time to time prior to twenty (20) years from the date of recording hereof, which amends those portions of this Declaration necessary to reflect the Added Property and the effect of the Added Lots.

**Section 17.03. Effect of Amendment.** Upon the recording of a Supplemental Amendment by Declarant and Builder which annexes and subjects Added Property to this Declaration, as provided in this Article, then:

- a. The restrictions, conditions, covenants, reservations, lien, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including Added Lots and Added Parcels) and inure to the benefit of and be the personal obligation of the Owners of Added Parcels in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Submitted Parcel and Owners of Parcels which were initially subjected to this Declaration.
- b. Every Person who is an Owner of an Added Parcel shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are Owners of Parcels.
- c. Each Owner of an Added Parcel shall pay the same monthly Assessment as the Owner of an existing Parcel; provided, however, the Owner of an Added Parcel shall not be required to pay any installment of a Special Assessment levied to cover a deficit under a prior year’s budget.
- d. The amount of the lien for Assessments, charges or payments levied against an existing Parcel prior to the recording of the Supplemental Amendment shall not be affected.

Such Supplemental Amendment shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Amendment unless otherwise provided herein. Declarant and Builder shall have the joint right to transfer to any other person the said right, privilege and option to annex such Added Property which is herein reserved to Declarant and Builder jointly, provided that such transferee or assignee shall be the developer or builder of at least a portion of such Added Property and that such transfer is memorialized in a written, recorded instrument.

**Section 17.04. Amendment.** This Article XVII shall not be amended without the written consent of Declarant and Builder, so long as the Declarant or Builder owns any portion of the Development Area.

## ARTICLE XVIII

### **LIMITATION OF LIABILITY**

**Section 18.01. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY AGREED, AND EACH OWNER, BY ACCEPTING TITLE TO A LOT AND BECOMING AN OWNER ACKNOWLEDGES AND AGREES, THAT NONE OF DECLARANT OR BUILDER (INCLUDING WITHOUT LIMITATION ANY ASSIGNEE OF THE INTEREST OF DECLARANT OR BUILDER HEREUNDER), NOR ANY MEMBERS OR MANAGERS OF DECLARANT OR BUILDER (OR ANY MEMBER, PARTNER, OFFICER, DIRECTOR OR SHAREHOLDER IN ANY SUCH ASSIGNEE) SHALL HAVE ANY LIABILITY, PERSONAL OR OTHERWISE, TO ANY OWNER OR OTHER PERSON, ARISING UNDER, IN CONNECTION WITH, OR RESULTING FROM (INCLUDING WITHOUT LIMITATION RESULTING FROM ACTION OR FAILURE TO ACT WITH RESPECT TO) THIS DECLARATION EXCEPT, IN THE CASE OF DECLARANT OR BUILDER (OR ITS RESPECTIVE ASSIGNEE), TO THE EXTENT OF ITS INTEREST IN THE SUBDIVISION; AND, IN THE EVENT OF A JUDGMENT NO EXECUTION OR OTHER ACTION SHALL BE SOUGHT OR BROUGHT THEREON AGAINST ANY OTHER ASSETS, NOR BE A LIEN UPON SUCH OTHER ASSETS OF THE JUDGMENT DEBTOR.

## ARTICLE XIX

### **ADDITIONAL COVENANTS**

**Section 19.01. Additional Covenants.** Any Owner of all or any portion of Lots in the Submitted Parcel or Development Area shall by acceptance of a deed to acknowledge that said Lots or any portion hereof are additionally subject to all of the covenants, conditions and restrictions contained in the Declaration of Covenants and Restrictions for Lakeside of Cedar Lake dated May 12, 2017 and recorded in the Recorder's Office of Lake County, Indiana as Document Number 2017-030627, and all amendments thereto, including but not limited to the payment of Assessments as described therein.

[Signature page immediately follows.]

**IN WITNESS WHEREOF**, the Declarant and Builder have caused this instrument to be signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Cedar Lake 133, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[\*\*\*\*\* **BUILDER** \*\*\*\*\*]

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF INDIANA        )  
                                  )       SS:  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Cedar Lake 133, LLC, an Indiana limited liability company, by \_\_\_\_\_ as its \_\_\_\_\_, and acknowledged the execution of the foregoing instrument to be its free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

STATE OF INDIANA            )  
  )       SS:  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, an Indiana \_\_\_\_\_, by \_\_\_\_\_ as its \_\_\_\_\_, and acknowledged the execution of the foregoing instrument to be its free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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.

/s/ \_\_\_\_\_

This instrument prepared by:       Kevin V. Hunt, 36544-45  
  Schilling Development  
  8900 Wicker Ave.  
  St. John IN 46373  
  219-365-8585

## **EXHIBIT “A”**

**Submitted Parcel and Subdivision**

**Development Area**

**EXHIBIT “B”**

**ARTICLES OF INCORPORATION  
FOR  
THE COTTAGES OF LAKESIDE ASSOCIATION, INC.**

## **EXHIBIT “C”**

### **BY-LAWS FOR THE COTTAGES OF LAKESIDE ASSOCIATION, INC.**

#### **ARTICLE I**

##### **NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS**

**Section 1.**     **Name.** The name of the Association shall be The Cottages of Lakeside Association, Inc. (hereinafter sometimes referred to as the “Association”).

**Section 2.**     **Principal Office.** The principal office of the Association in the State of Indiana shall be located \_\_\_\_\_. The Association may have such other officers, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

**Section 3.**     **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Restrictions and Easements for the Cottages of Lakeside (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the “Declaration”), unless the context shall prohibit.

#### **ARTICLE II**

##### **ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

**Section 1.**     **Membership.** The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**Section 2.**     **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 3.**     **Annual Meetings.** The first annual meeting shall not be held until such time as the rights of the Builder to appoint all of the Board of Directors and to thereby control the Association shall have expired as provided in the Declaration, or at such earlier time or times as may be determined by the Builder. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association’s fiscal year. Subsequent annual meetings shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting after the Turnover Date, elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.



**Section 4. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by first class mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

**Section 6. Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted there at unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 7. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

**Section 8. Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

**Section 9. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy.

**Section 10. Majority.** As used in these By-Laws, the term “majority” shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

**Section 11. Quorum.** Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of forty percent (40%) of the votes of the Members shall constitute a quorum at all meetings of the Association; provided, however, that the presence in person or by proxy of twenty-five percent (25%) of the votes of the Members shall constitute a quorum with respect to all meetings related to the Turnover Date and Builder’s turnover and termination of its right to name members of the Board of Directors of the Association as described in Section 16.01 of the Declaration. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transaction occurring there at.

**Section 13. Action without a Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

### **ARTICLE III**

#### **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

##### **A. Composition and Selection.**

**Section 1. Governing Body; Composition.** The business of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

**Section 2. Directors during Builder Control.** The Directors shall be selected by the Builder acting in its sole discretion and shall serve at the pleasure of the Builder until such time as is specified in the Declaration, unless the Builder shall earlier surrender this right to select Directors. The Directors selected by the Builder need not be Owners or residents in the

Subdivision. After the period of Builder appointment, all Directors must be Members of the Association.

**Section 3. Number of Directors.** The Board of Directors shall consist of three (3) persons.

**Section 4. Nomination of Directors.** Except with respect to Directors selected by the Builder, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members or solicit votes.

**Section 5. Election and Term of Office.** Notwithstanding any other provision contained herein:

At the first annual meeting of the membership after the termination of the Builder's right to select all of the Board of Directors and at each annual meeting of the membership thereafter, Directors shall be elected. All Directors shall be elected at-large. All Members of the Association shall vote upon the election of Directors. The term of each Director's service shall be for a period of three (3) years and extending thereafter until his successor is duly elected and qualified or until he is removed, provided, however, that the terms of the members to the initial Board of Directors shall be for periods of three (3) years, two (2) years, and one (1) year, such that there shall be only one (1) vacancy each year on the Board of Directors occasioned by the expiration of the director's term.

**Section 6. Removal of Directors and Vacancies.** Unless the entire Board is removed from office by the vote of the Association Members, an individual Director shall not be removed prior to the expiration of his or her term of office, except by the votes of a majority of the votes of the Members. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 7. Voting Procedure for Directors.** The first election of the Board shall be conducted at the first meeting of the Association after the Turnover Date. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

**B. Meetings.**

**Section 8. Organization Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by electronic mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic mail shall be delivered, telephoned or emailed at least seventy-two (72) hours before the time set for the meeting.

**Section 11. Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**Section 12. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

**Section 14. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 15. Open Meeting.** All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**Section 16. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 17. Action without a Formal Meeting.** Any action to be taken at a meeting of the Directors of any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

**C. Powers and Duties.**

**Section 18. Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of all Association's affairs and, as provided by applicable law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one (1) of its Members the authority to act on behalf of the Board of Directors on all matters related to the duties of the managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of any Common Area;

(d) designating, hiring, and dismissing the personnel or independent contractors necessary for the maintenance, operation, repair and replacement by the Association of its property and any Common Area, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel or independent contractors in the performance of their duties;

(e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of any common area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners.

(m) make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage or any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and all other books, records, and financial statements of the Association; and

(n) permit utility supplies to use portions of the Development Area reasonably necessary to the ongoing development or operation of the Lots.

**Section 19. Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the power set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, the Builder, or an affiliate of the Declarant or Builder, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

**Section 20. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods and services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income and Expense Statement reflecting all income and expense activity for the preceding three (3) months on a cash basis;

(ii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(iii) a Delinquency Report listing all Owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of Assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent on the fifteenth (15th) day of each month); and

(iv) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized office of the Association that the statements were prepared without audit from the books and records of the Association.

**Section 21. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of any Common Area and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03 of the Declaration of Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5) of the budgeted gross expenses of the Association for that fiscal year.

**Section 22. Rights of the Association.** With respect to any Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

## **ARTICLE IV**

### **OFFICERS**

**Section 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem appropriate, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.



**Section 2. Election, Term of Office and Vacancy.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

**Section 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons, as may be designated by resolution of the Board of Directors.

## **ARTICLE V**

### **COMMITTEES**

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by applicable law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 1. Fiscal Year.** The calendar year shall be the fiscal year. The initial fiscal year of the Association shall be a short year ending on December 31.

**Section 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures *Robert's Rules of Order*, (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration or these By-Laws.

**Section 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

**Section 4. Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Subdivision as the Board shall prescribe.

(b) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

**Section 5. Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such address as shall be designated by the notice in writing to the Owners pursuant to this Section.

**Section 6. Amendment.** Builder may amend the By-Laws in accordance with the Declaration. These By-Laws may be amended otherwise only by the affirmative vote (in person or by proxy) or written consent of Members representing two-thirds (2/3) of the total votes of the Association (not a majority of a quorum).

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS & EASEMENTS  
FOR LAKESIDE PAIRED VILLAS OF CEDAR LAKE**

This **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR LAKESIDE PAIRED VILLAS OF CEDAR LAKE** (this “Declaration”) is made as of this \_\_\_\_\_ day of June, 2023 by Cedar Lake 133 LLC, an Indiana limited liability company (hereinafter referred to as “Declarant”), and \_\_\_\_\_, an Indiana \_\_\_\_\_ (hereinafter referred to as “Builder”).

**RECITALS**

1. All capitalized terms used herein shall have the meaning ascribed to them at the first time they are used herein or in the definition set forth in Article I below.

2. Declarant intends to, and by recording this Declaration does, subject and submit to the provisions of this Declaration the Submitted Parcel as legally described on Exhibit “A” attached hereto. The Development Area is the site of a residential development and from time to time Declarant may, but is not required to, subject additional portions of the Development Area to the provisions of this Declaration as Added Property, as more fully described in Article XVII hereof. Those portions of the Development Area which are not made subject to the provision of this Declaration may be used for any purposes not prohibited by applicable law. Nothing herein shall preclude Declarant from subjecting other property adjacent to or in the vicinity of the Development Area to the provisions of this Declaration.

3. In order to provide for the necessary administration, preservation, maintenance and enhancement of those portions of the Development Area and any other land subject to the provisions of this Declaration, Declarant or Builder will form the Association which shall be responsible for the maintenance of the areas described in Article IV hereof and each Owner of a Residential Unit which is subject to this Declaration (excluding the Declarant and Builder) shall be assessed for his share of the cost thereof by the Association.

4. Declarant intends by this Declaration to impose upon the portions of the Development Area subject to the provisions of this Declaration mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Submitted Parcel made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the development of the Submitted Parcel, and to establish a method for the administration, maintenance, enhancement, preservation, use and enjoyment of the Submitted Parcel and Development Area.

5. Declarant and Builder shall retain certain rights set forth in this Declaration. Prior to the Turnover Date, Builder shall retain the right to appoint all members of the Board and the right to use the Submitted Parcel for the purposes set forth in Section 16.06 hereof.

**NOW, THEREFORE,** Declarant hereby declares that the real property legally described in Exhibit “A” and referred to herein as the Submitted Parcel and such additions thereto, referred to herein as Added Property, as may hereafter be made pursuant to Article XVII hereof, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, burdens, uses, privileges, charges and liens which shall exist at all times hereafter among all parties having or acquiring any right, title or interest in or to any portion of the Submitted Parcel; which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Submitted Parcel or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01.** “**Added Residential Units**” shall mean the Residential Units (or Parcels upon which attached or unattached, as the case may be, single-family dwellings are being completed) comprising the Added Property submitted to the provisions of this Declaration by a Supplemental Amendment in accordance with Article XVII hereof.

**Section 1.02.** “**Added Property**” shall mean any portion of the Development Area submitted to the provisions of this Declaration in accordance with Article XVII hereof.

**Section 1.03.** “**Assessments**” shall mean Assessments for Common Expenses provided for herein or by any Supplemental Amendment or by any other amendment hereof pursuant to Article XIII hereof which shall be used for the purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Residential Units against which the Assessment is levied and of maintaining the Residential Units, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below. Assessments shall be levied equally against Owners of Residential Units for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

**Section 1.04.** “**Association**” shall mean and refer to Lakeside Paired Villas Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns. The “Board of Directors” or “Board” shall be the elected body having its normal meaning under Indiana law. The Association shall be organized and governed in accordance with the Articles of Incorporation, By-Laws and Rules and Regulations, attached hereto as Exhibits “B”, “C” and “D”, respectively.

**Section 1.05. “Builder”** shall mean and refer to \_\_\_\_\_, an Indiana \_\_\_\_\_, and its successors and assigns in specifically acting as Builder hereunder.

**Section 1.06. “Common Area”** shall mean (i) all personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, and (ii) all other improvements located on or within the Submitted Parcel owned or controlled by the Association and available for the common benefit and/or use of the Owners or for the maintenance or management of any part of the Development Area.

**Section 1.07. “Common Expenses”** shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, alias may be found to be appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

**Section 1.08. “Community-Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Development Area. Such standard may be more specifically determined and set forth by the Architectural Review Committee, or by the Board of Directors.

**Section 1.09. “Declarant”** shall mean Cedar Lake 133 LLC, an Indiana limited liability company, and its successors and assigns in specifically acting as Declarant hereunder. Such successor or assignee shall be deemed a Declarant and entitled to exercise, among other things, all or any rights of Declarant as provided in Article XVI hereof.

**Section 1.10. “Development Area”** shall mean the real estate described on Exhibit “A” hereto with all improvements thereon and any additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to, or across a street from, property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said plat of real estate, and (d) upon addition of the real estate to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association.

**Section 1.11. “Insurance Trustee”** shall mean the Association and its successors, unless the Association shall have appointed another entity as Insurance Trustee pursuant to Section 5.06 hereof.

**Section 1.12. “Lot”** shall mean and refer to any lot in the Subdivision herein described, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which attached or unattached residential structures could be constructed, whether or not such structures have been constructed. Said Lot may be designated by two tax key numbers. Notwithstanding the foregoing, when an attached Residential Unit shall come into existence, a “Lot” shall mean the designated portion of a platted lot upon which such attached Residential Unit is located. In this regard, a platted lot with two (2)

attached Residential Units shall be deemed to be two (2) “Lots” for purposes of this Declaration, with each such “Lot” to be designated by a distinct tax key number.

**Section 1.13.** “**Member**” shall mean and refer to a person or entity entitled to Membership in the Association, as provided herein.

**Section 1.14.** “**Mortgage**” shall include a deed of trust, as well as a mortgage.

**Section 1.15.** “**Mortgagee**” shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

**Section 1.16.** “**Mortgagor**” shall include the trustor of a deed of trust, as well as a mortgagor.

**Section 1.17.** “**Occupant**” shall mean and refer to one or more Persons or entities which may at any time be entitled to the use and possession of a Residential Unit, or any part thereof, by leave, license, contract or any other means, whether or not lawful, and shall include, without limitation, Owners, tenants, subtenants, and their guests and invitees.

**Section 1.18.** “**Owner**” shall mean and refer to one (1) or more persons or entities who hold the record title to any Residential Unit which is part of the Development Area, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

**Section 1.19.** “**Parcel**” shall mean a part of a Lot, fee simple title to which shall be conveyed by deed of the Declarant or Builder to each Owner, upon which an attached or unattached, as the case may be, single-family dwelling is located or to be located, and which may be identified by a separate parcel identification number.

**Section 1.20.** “**Person**” means a natural person, a corporation, a partnership, limited liability company, trustee or other legal entity.

**Section 1.21.** “**Plat**” shall collectively mean the real estate legally described in Exhibit “A” under the “Development Area” subheading.

**Section 1.22.** “**Project**” shall mean the Development Area owned by the Declarant and held for development under a common plan for attached or unattached, as the case may be, single-family dwellings from time to time.

**Section 1.23.** “**Residential Unit**” shall mean a Parcel and the attached or unattached, as the case may be, single-family dwelling constructed thereon, which is part of the subdivision intended for independent ownership for use and occupancy as a single-family residence. The boundaries of Residential Units shall be the boundary lines of the Parcel conveyed by Declarant or Builder to the Owners. For the purposes of this Declaration, a Residential Unit shall come into

existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the Town of Cedar Lake, Indiana.

**Section 1.24. “Subdivision”** shall mean and refer to all such existing properties, and additions thereto and less and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations and shall initially include the real property described in Exhibit “A”.

**Section 1.25. “Submitted Parcel”** shall mean that portion of the Development Area which is described on Exhibit “A” attached hereto, as Exhibit “A” may be amended from time to time, together with all rights appurtenant thereto.

**Section 1.26. “Supplemental Amendment”** shall mean a supplement to this Declaration to submit Added Property to this Declaration in accordance with Article XVII hereof. Such Supplemental Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Added Property submitted by that Supplemental Amendment to the provisions of this Declaration.

**Section 1.27. “Turnover Date”** shall mean the date on which the right of Builder to select and designate all of the members of the Board of Directors is terminated pursuant to Section 16.01 hereof.

## ARTICLE II

### **PROPERTY RIGHTS**

**Section 2.01. Party Wall Rights, Restrictions and Easements.** Subject to any other or additional provisions contained in any written agreement between parties affected, each wall which is built as part of the original construction of an attached single family Residential Unit and placed on the lot line of a Residential Unit shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event and to the extent that the center of any wall between attached single family Residential Units shall encroach into or onto the adjacent Residential Unit, the Owner utilizing said party wall shall have a perpetual exclusive easement appurtenant to his attached Residential Unit on and over such adjoining Residential Unit for the maintenance, repair and restoration of such wall and his attached Residential Unit to the extent that the same shall occupy such adjoining Residential Unit, and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has shared the wall may restore it, and if the other owner thereafter makes use of the wall, they shall contribute equally to the cost of restoration thereof, without prejudice however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Declaration to the contrary, any Owner who by his negligence or willful act, or the negligence or willful act of his occupancy causes the party wall to be exposed to the elements

shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title. Easements are hereby declared and granted to Owners having a party wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the party walls of two or more attached single family Residential Units, whether or not such walls lie in all or in part within the boundaries of a Residential Unit. Every portion of an attached single family Residential Unit which contributes to the structural support of another Residential Unit shall be burdened with an easement of structural support for the benefit of the other Residential Units.

**Section 2.02. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each adjacent Residential Unit due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to the intentional, willful, or knowing conduct on the part of any Owner or Occupant.

**Section 2.03. Easements for Utilities, Etc.** Declarant hereby reserves for Builder, Declarant, and its designees (including, without limitation, the Town of Cedar Lake and any utility) easements upon, across, over and under the Residential Units for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Development Area.

Without limiting the generality of the foregoing, there are hereby reserved for the Town of Cedar Lake, Indiana, easements across all Residential Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on Residential Units, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant or Builder. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article II shall in no way adversely affect any other recorded easement on the Submitted Parcel. In addition, no public utility should be relocated from as-built or proposed locations without the written permission of the Town of Cedar Lake Building Department.

**Section 2.04. Right of Entry.** The Association shall have the right and license, but shall not be obligated, to enter into any Residential Unit which is an attached single family dwelling for



emergency, security and safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during the reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter such Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. There is hereby granted to the Association, and its agents, employees, and independent contractors, a license to enter upon all Lots and Parcels to the extent necessary or appropriate for the conduct of the Association's responsibilities under Article IV.

**Section 2.05. Ingress and Egress Easements.** The ingress and egress easements are depicted on the Plat.

**Section 2.06. Non-Exclusive Easements.** Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area, if any:

a. Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Builder and the Association as herein provided.

b. A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such drainage or utility facilities are not installed or in any easements for such purposes are not created with respect to a Lot or Residential Unit or any portion thereof prior to delivery of a Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots or Residential Units owned by said Owner for the benefit of the Subdivision. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

The Declarant, Builder, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot or Residential Unit to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Builder, Association, or any of their agents, employees or independent contractors shall not be guilty of trespass.

## ARTICLE III

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Section 3.01. Membership and Meeting.** Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is more than one (1) person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Residential Unit.

The first annual meeting of the Association shall not be held until such time as the rights of the Builder to appoint directors and to thereby control the Association shall have expired as provided in Section 3.03 of this Declaration or at such earlier time or times as may be determined by the Builder. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board of Directors. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting, elect the Board of Directors of the Association in accordance with the provisions of the By-Laws and transact such other business as may properly come before the meeting.

**Section 3.02. Voting.** The Association shall have one (1) class of membership. Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold an interest required for membership by Section 3.01 hereof; there shall be only one (1) vote per Residential Unit. When more than one (1) person or entity holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one (1) person or entity seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

The voting rights of Members shall be subject to the Declarant and/or Builder's rights pursuant to the provisions of Article XVI and Article XVII hereof.

**Section 3.03. Number Terms and Selection of Board of Directors.** The initial Board of Directors shall consist of three (3) directors appointed by the Builder who may but need not be Owners or Members of the Association, and who shall serve those terms of office as established by the By-Laws. The Builder shall have the right to select and designate all of the directors, and accordingly therefore the right to operate and control the Association, until the Turnover Date.

Thereafter, directors shall be elected as otherwise required by the Articles of Incorporation and By-Laws of the Association, and must be Members of the Association.

Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the By-Laws, from and after the date of the recording of the Declaration until the Turnover Date, the Association shall be governed by the Board of Directors appointed from time to time by Builder. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under this Declaration, the Articles of Incorporation, or the By-Laws, except as specifically limited herein. Such Board of Directors may appoint from time to time from among the Owners of Residential Units, one or more committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

- a. All assessments shall be made in accordance with this Declaration.
- b. Such Board shall have no power to reallocate the voting power among the Members in any manner contrary to this Declaration.
- c. Such Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Builder shall have the right to waive, on behalf of the Association, the annual meeting and annual accounting provided for in this Declaration, so long as Builder retains control of the Association. At the time of turnover of control by Builder, a meeting of the Association will be called, at which time the rights and powers of the Builder appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of this Declaration, the Articles of Incorporation and the By-Laws. Each Member shall be deemed to have given to Builder an irrevocable proxy to vote on any and all matters on which such Member is entitled to vote under this Declaration, or under the Articles of Incorporation or the By-Laws of the Association. The proxy hereby granted to Builder shall be deemed to be coupled with an interest and irrevocable. Such proxy shall terminate as of the Turnover Date as set forth above.

## **ARTICLE IV**

### **MAINTENANCE**

**Section 4.01. Association's Responsibility.** Unless otherwise provided by an amendment to the By-Laws of the Association by a vote of two-thirds (2/3) of the Members (not two-thirds (2/3) of a quorum), the Association's responsibility for maintenance of the Submitted Parcel (except for services provided by the Town of Cedar Lake) shall be limited to:

- a. the providing for the grass mowing, grass fertilizing and landscaping (the type and replacement of such landscaping to be determined by the ARC (as hereinafter defined) in its discretion) on each Residential Unit, including the obligation to maintain the irrigation system, provided that the Association shall not provide or pay for the water for the irrigation system;

b. the removal of the snow from private walks and driveways within twenty four (24) hours, when accumulation is two inches or more, to provide access to the entry door and overhead garage door for each Residential Unit.

c. repair and maintenance of all Common Areas.

Notwithstanding anything contained in this Section 4.01 to the contrary, the Association shall not be responsible for repair, replacement and/or maintenance of anything which occurred as a result of an insured loss. In addition, the Association shall not be responsible for repair, replacement and/or maintenance of any item listed in this Section 4.01 which is not due to normal wear and tear. Any repair, replacement and/or maintenance listed in this Section 4.01 which is not due to normal wear and tear shall be at the sole cost and expense of the responsible Owner. The Declarant or Builder, as the case may be, shall be entitled to reimbursement from the Association for any Association related expenses the Declarant or Builder pays for or on behalf of the Association, including but not limited to the Association's responsibilities set forth in this Section 4.01.

**Section 4.02. Owner's Responsibility.** Except as provided in Section 4.01 hereof, all maintenance, repair and replacement of the attached or unattached, as the case may be, single-family residential unit, its sidewalk and driveway located on the Residential Unit thereon shall be the sole responsibility of the Owner thereof who shall perform such maintenance, repair and replacement in a manner consistent with the Community-Wide Standard of the Project and the applicable covenants; provided, further, the Owner shall be responsible for the following with respect to such Owner's Residential Unit:

a. removing snow from the rear of the Residential Unit;

b. the maintenance, repair and replacement of the post light, the light bulbs within the post light and the dusk-to-dawn sensor on the post light on the Residential Unit;

c. to maintain, repair and replace the Owner's mailbox to Subdivision standards;

d. to provide and pay for the water for the irrigation system servicing the Residential Unit; and

e. to provide the Association with the Owner's name, address, phone number and insurance company information and to keep the Association informed of any changes thereto.

## ARTICLE V

### **INSURANCE AND CASUALTY LOSSES**

**Section 5.01. Insurance.** The Association may, but shall not, under any circumstances, be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement cost of all structures on the

Residential Units, as well as public liability insurance. If the Association elects not to obtain such casualty insurance, then each Owner shall obtain such insurance in accordance with Section 5.02 hereof. All provisions of this Article shall apply to all policy provisions, loss adjustment and all other subjects of all policies of insurance whether such policies are obtained by the Association or the Owners, or both.

The Association, acting through its Board, shall obtain a master casualty policy affording fire and extended coverage insurance insuring the capital assets of the Association in an amount equal to the full replacement value thereof or any improvements located upon the Common Area or reserved easement herein as determined by a qualified property and casualty insurer. The amount shall be determined and the insurance renewed annually.

Each Owner shall also obtain a public liability policy covering the Residential Unit owned by such Owner, and shall name the Association as an additional insured as to such policy. The public liability policy shall have at least a Five Hundred Thousand Dollars (\$500,000.00) limit per occurrence and a One Hundred Thousand Dollar (\$100,000.00) minimum property damage limit. In addition, each Owner upon request of the Association shall provide a copy of the insurance policy or a certificate to the Association.

Premiums for insurance obtained by the Association shall be a Common Expense of the Association and shall be included in the Assessments, as described in Article IX. Premiums for insurance obtained by Owners shall be paid by such Owners.

All casualty insurance coverage obtained by the Association or by any Owner shall be for the respective benefitted parties, as further identified in b. below. Such insurance shall be governed by the provisions hereinafter set forth.

a. All policies shall be written with a company licensed to do business in Indiana and holding a "secure rating" of A or better as reflected in the current A.M. Best Company, Inc. guide, if reasonably available, or, if not available, the most nearly equivalent rating. Additionally, property damage insurance shall be for the full replacement cost.

b. All policies on Residential Units shall be for the benefit of the Residential Unit Owners and their Mortgagees as their interests may appear. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

c. In no event shall any insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees.

d. All casualty insurance policies shall have 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 in the real estate industry and familiar with construction in the Cedar Lake, Indiana area.

e. The Association's Board of Directors and each Owner shall be required to make reasonable efforts to secure insurance policies that will provide for the following:

- (1) a waiver of subrogation by the insurer as to any claims against the Association, its Board of Directors, and manager, the Owners, and each of their respective tenants, servants, agents and guests;
- (2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (3) that no policy obtained by the Association may be canceled, invalidated or suspended on account of any one or more individual Owners;
- (4) that no policy may be canceled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;
- (5) that any "other insurance" clause in any policy exclude the Association and individual Owners' policies from consideration; and
- (6) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association or the Owner.

**Section 5.01A. Other Association Insurance.** In addition to the other insurance required by Section 5.01 hereof, the Board shall also have the authority to and shall obtain, as a Common Expense, the following:

- a. Comprehensive public liability and property damage insurance against claims for person injury or death or property damage suffered by the public or by any Owner occurring in or about the streets, sidewalks and passageways and other areas within the Submitted Parcel and/or with respect to the Association's maintenance obligations set forth in Section 4.01 hereof, in such amounts as the Board shall deem desirable.
- b. Such workmen's compensation insurance as may be necessary to comply with applicable laws.
- c. Employer's liability insurance in such amount as the Board shall deem desirable.
- d. Directors' and Officers' liability insurance, as set forth in Section 14.02 hereof.
- e. Such other insurance in such reasonable amounts as the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insurance parties. The premiums for such insurance shall be Common Expenses.

**Section 5.02. Individual Insurance.** By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Residential Unit and structures constructed thereon as provided for in Section 5.01 hereof, unless the Association carries such insurance, which the Association is not obligated to do. Each individual Owner further covenants and agrees that in the event of any loss or damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. In the event that the structure is totally destroyed and by a vote of three-fourths (3/4) of all Members entitled to vote (not three-fourths (3/4) of a quorum), it is determined, subject to the further requirements of Section 5.04 hereof, not to rebuild or to reconstruct, the individual Owner shall clear the Residential Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A decision not to rebuild or reconstruct shall under no circumstances relieve or discharge an Owner from the obligation to pay Assessments to the Association.

**Section 5.03. Disbursement of Proceeds.** Proceeds of insurance policies obtained by the Association 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 proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction or, in the event no repair or reconstruction is made, shall be disbursed to the affected Owner or Owners 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.
- b. If it is determined, as provided for in Section 5.02 hereof, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for in Section 5.03a. hereof.

**Section 5.04. Damage and Destruction.**

- a. Immediately after the damage or destruction by fire or other casualty to all or any part of a Residential Unit, the Owner of the Residential Unit shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Residential Units. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Residential Units to substantially the same condition in which they existed prior to the fire or other casualty.
- b. Any damage or destruction shall be repaired or reconstructed by the Owner unless by a vote of at least three-fourths (3/4) of all Members entitled to vote (not three-fourths

(3/4) of a quorum), the Association shall decide within sixty (60) days after the casualty not to require such repair or reconstruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

c. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Residential Unit shall be restored to its natural state by the Owner or Owners thereof and maintained as an undeveloped portion of the Project by the Association in a neat and attractive condition.

**Section 5.05. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owner or Owners of Residential Units affected by such damage or destruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or construction.

**Section 5.06. Appointment of Insurance Trustee.** The Association, as Insurance Trustee, shall have the right to appoint any federal or state bank which is qualified to offer trust services to the public as Insurance Trustee hereunder, and upon such appointment shall be relieved of all liability and responsibility as Insurance Trustee hereunder.

## ARTICLE VI

### **NO PARTITION**

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of a Residential Unit, or any part thereof, nor shall any person acquiring any interest in any Residential Unit or any part thereof seek any such judicial partition unless the Submitted Parcel has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring title to real property which may or may not be subject to this Declaration.

## ARTICLE VII

### **CONDEMNATION**

Whenever all or any part of a Residential Unit shall be taken (or conveyed in lieu of and under threat of condemnation by the Owner) by any authority having the power of condemnation or eminent domain, each Owner damaged by such condemnation shall be entitled to pursue all available remedies against the condemning authority. Should any property owned or maintained



by the Association as Common Area be affected by the condemnation, the Association shall be entitled to pursue all available remedies against the condemning authority for the damages sustained to such property.

## **ARTICLE VIII**

### **RIGHTS, OBLIGATIONS AND POWERS OF THE ASSOCIATION**

**Section 8.01. Personal Property for Common Use.** The Association, through the actions of its Board of Directors, may acquire, own, lease, hold and dispose of tangible and intangible personal property.

**Section 8.02. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the operations of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may be imposed in accordance with Article XII. The Board shall also have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association shall permit the Town of Cedar Lake, Indiana, to enforce ordinances on the Submitted Parcel for the benefit of the Association and its Members.

**Section 8.03. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## **ARTICLE IX**

### **ASSESSMENTS**

**Section 9.01. Creation of Assessments.** There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 9.06 hereof. Except as provided below, Assessments shall be allocated equally among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the rate of twelve percent (12%) per annum, costs, and reasonable attorneys' fees, shall be a charge on the Residential Unit, and shall be a continuing lien upon the Residential Unit against which each Assessment is made.

Each such Assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies

provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Owners. Unless the Board otherwise provides, the Assessments shall be paid in bi-annual installments.

The Association is specifically authorized to enter into subsidy contracts with Builder or other entities for the payment of some portion of the Common Expenses.

**Section 9.02. Computation of Assessment.** It shall be the duty of the Board, at least thirty (30) days before the beginning of the budget year (the budget year shall be from January 1 through December 31) and ten (10) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming budget year. Subject to the provisions of Section 9.05 hereof, the budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The Board shall cause a copy of the budget, and the amount of the Assessments to be levied against each Residential Unit for the following budget year to be delivered to each Owner at least seven (7) days prior to the meeting. The budget and the Assessments shall become effective when adopted by the Board of Directors.

Notwithstanding the foregoing, however, in the event that the Board fails for any reason so to determine the budget for the succeeding budget year, then, and until such time as a budget shall have been determined as provided herein, the budget in effect for the then-current year shall continue for the succeeding budget year.

The Board may not, without the vote or written consent of a majority of the votes of the Association, impose an Assessment per Residential Unit which is greater than one hundred fifty percent (150%) of the amount for the previous fiscal year, except for the Assessment levied for the first time.

Upon the Declarant or Builder's sale of a Residential Unit to a third party Owner, the following assessments shall be collected by and for the benefit of the Association at the time of the initial closing on the Residential Unit: (1) an initial closing assessment of Three Hundred Dollars (\$300.00), and (2) a yearly Assessment of One Thousand Eight Hundred Dollars (\$1,800.00) per year or as otherwise determined herein by the Board per calendar year (prorated for the first year of ownership). Thereafter, a yearly Assessment of One Thousand Eight Hundred Dollars (\$1,800.00) per year or as otherwise determined by the Board shall be due and owing for each Residential Unit and payable to the Association on a pro rata bi-annual basis on or before the first day of January and July each year, or as otherwise determined by the Board.

In addition, upon the Declarant or Builder's sale of a Residential Unit to a third party Owner, the Association shall endeavor to collect the initial closing assessment and initial prorated annual assessment for each Lot or Parcel which is due and owing to the Lakeside of Cedar Lake Homeowners Association, Inc. as required under Article VIII of the Master Declaration of Covenants and Restrictions for Lakeside (the "Master Declaration"), as more particularly described in Section 19.01 herein. In this regard, the Master Declaration initial closing assessment

is initially contemplated to be One Hundred Dollars (\$100.00) and the yearly assessment is initially contemplated to be Two Hundred Fifty Dollars (\$250.00) per year. The Lakeside of Cedar Lake Homeowners Association, Inc. shall be responsible for collecting any assessments under the Master Declaration other than such initial closing assessment and initial prorated annual assessment upon the sale of a Residential Unit to a third party Owner.

**Section 9.03. Special Assessments.** In addition to the Assessments authorized in Section 9.01, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year, provided, however, that such Special Assessment for any purpose other than as a sanction against an Owner shall have the vote or written assent of more than fifty percent (50%) of a quorum of Members entitled to vote at a meeting called for the purpose. The Association may also levy a Special Assessment as a sanction against any Owner to reimburse the Association for costs incurred in bringing an Owner and such Owner's Residential Unit into compliance with the provisions of the Declaration, the Amendments thereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board.

**Section 9.04. Lien for Assessments.** When a notice of the lien has been recorded, such Assessment or Special Assessment shall constitute a perfected lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgage or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association, following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential unit had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 9.05. Capital Budget and Contributions.** In the event that the Association becomes the owner of any capital asset, or is charged with the duty for the upkeep, maintenance and repair of a capital asset, the Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in any amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 9.02 hereof. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

**Section 9.06. Subordination of the Lien to First Deeds of Trust and First Mortgages.**

The lien of the Assessments, including interest, late charges subject to the limitations of Indiana law, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any bona fide first Mortgage upon any Residential Unit. The sale or transfer of any Residential Unit shall not affect the Assessment or Special Assessment lien. However, the sale or transfer of any Residential Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Unit from lien rights for any Assessments or Special Assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Residential Unit obtains title, his successors and assigns shall not be liable for the share of the Assessments by the Association chargeable to such Residential Unit which became due prior to the acquisition of title to such Residential Unit by such acquirer. Such unpaid share of the Assessments shall be deemed to be Common Expense collectible from all of the Residential Units, including such acquirer, his successors and assigns.

**ARTICLE X**

**ARCHITECTURAL STANDARDS**

This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any real estate subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition, staking, clearing, excavation, grading and other site work, and no plantings or removal of plants, trees or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Architectural Review Committee (the "ARC") has been obtained. The ARC shall consist of three (3) members. The initial ARC shall consist of the Declarant and any persons designated by the Declarant. After the Turnover Date, the members of the ARC shall be appointed by the Board of Directors. The ARC shall have exclusive jurisdiction over all modifications, additions or alterations made on or to existing Residential Units and the open space, if any, appurtenant thereto. The original construction of the single-family unit shall be in accordance with the plans and specifications approved by the Declarant. Notwithstanding anything to the contrary in this Declaration, until the Turnover Date the Builder shall solely act as the ARC for purposes of reviewing and potentially approving landscaping and vegetation, privacy dividers, pavers, and the placement of satellite dishes.

**Section 10.01. Architectural Standards.** Notwithstanding that it is the Owner's responsibility to maintain and repair the Residential Unit owned by him and/or her, each Owner agrees that they are prohibited from taking any action with regard to the following:

- a. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.

- b. The use of any materials on the exterior of any Residential Unit which is not substantially the same to that which was provided as a part of the original construction, both in quality, color and other appearance.
- c. The erection of clotheslines, awnings, or other similar items or devices.
- d. The use of window coverings which are not white or beige or show a white or beige appearance when viewed from the exterior of the Residential Unit.
- e. The use of mailboxes not in conformity with the quality and style and location of the original mailboxes installed for the Residential Units in accordance with Section 11.11.
- f. The use of exterior lamp posts not in conformity with the quality and style and location of the original exterior lamp posts installed for the Residential Units by the Declarant in accordance with Section 11.12.
- g. No yard fencing will be permitted; provided that this provision does not prohibit the ARC from allowing fencing on a Residential Unit's rear patio or vegetation/PVC privacy dividers of up to 20 feet in length, as long as an Owner submits a proposal to the ARC and approval has been obtained. In this regard, PVC privacy dividers or dividers of similar material will only be allowed when two patios or decks, or two screened patios/decks, or two covered patios/decks are adjacent to one another along the common wall property line between Residential Units within the same building.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community. Notwithstanding anything contained herein to the contrary, no permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right to an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired.

**Section 10.02. Architectural Construction and Landscaping Standards and Use Restrictions for Residential Units.** No structure shall be erected, including exterior remodeling or additions to existing Residential Units, or permitted on any Lot in the Subdivision until plans and specifications for that structure have been submitted to and approved in writing by the Declarant until control of the Association is turned over to the Owners and at that time, then approved in writing by the ARC. A "structure" is defined as any building, pool, driveway, breeze way, pond, kennel, playhouse, barn, or any other building or fixture that is permanent.

Each contractor or Owner must submit to the Declarant and/or the ARC and receive the Declarant's or ARC's written approval of the following items before any construction on any structure may begin:

- a. Drawings showing all four elevation and masonry areas;

- b. Floor plan showing square footage;
- c. Site plan showing grade plan, placement of the structure on the Lot and the location of driveway and walkways;
- d. Landscape and sidewalk plans; and
- e. Provide a detail of materials and manufacturer specifications to be used.

The Builder may submit a single set of plans for multiple structures and Lots and the ARC may approve or disapprove such plans either individually or collectively. The ARC's approval or disapproval as required in these Covenants shall be in writing. In the event the ARC, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval by the ARC will be presumed, provided that no structure, as previously defined, shall be erected which violates any of the Covenants or restrictions as set forth in this Declaration.

Refusal or approval of plans and specifications by the ARC may be based upon any ground, including purely aesthetic ones.

The ARC reserves the power to make exceptions to these restrictions and covenants as it deems proper.

Whether or not a provision specifically states in any conveyance of any Parcel by the Declarant, its successors or assigns, the owner or occupancy of any Parcel, by acceptance of title thereto or by taking possession, covenants and agrees to adhere to all of the covenants, restrictions, duties, obligations and procedures as set forth in this document.

None of the Declarant, the Builder, the Association, the ARC, or their respective representatives, or any member thereof, shall be liable for any damage, loss, or prejudice suffered or claimed by any contractor or Owner or Occupant which submits such a plan or specification on account of:

- (i) Any effects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Article X;
- (ii) Any structural defects in any work done according to the plans and specifications;
- (iii) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (iv) The construction or performance of any work, whether or not done pursuant to approved plans, drawings and specifications; or
- (v) The development of any real estate in the Subdivision.

Any person or entity submitting plans or specifications to the Declarant or the ARC, or their representatives, or any member thereof, shall hold them harmless from all damage, loss, or prejudice suffered or claimed by any third party, including attorney's fees incurred.

During construction on any Lot in the Subdivision, the contractor on that Lot shall remove all trash and debris resulting from construction on the Lot. Each building of a Residential Unit in the Subdivision shall maintain a dumpster for all construction debris and mud, although a single dumpster may be used for multiple Lots. Each contractor other than Builder will specifically be held responsible for clearing the roadway of all mud and debris placed on the road by any contractor, subcontractor or material man. No debris shall be burned or disposed of on any real estate in the Subdivision.

All exterior work in the construction of any Residential Unit, including driveways, shall be completed within nine months from the date of the issuance of the building permit. Extensions of time, for good cause, may be granted by the ARC.

No improvement which has been partially or totally destroyed by fire or other reason, shall be allowed to remain in that state for more than ninety (90) days from the date of such destruction or damage. Extensions of time, for good cause, may be granted by the ARC.

**Section 10.03. Minimum Building Requirements.** Any Residential Unit shall meet the following minimum requirements:

- a. All Residential Units shall be erected by a general contractor licensed by the Town of Cedar Lake.
- b. There shall be no quad level, tri-level and/or bi-level Residential Units.
- c. Any Residential Unit erected on any Parcel shall erect an attached garage and in addition thereto shall provide a minimum of two (2) off-street parking spaces which shall consist of a driveway. All driveways and parking areas shall be comprised of paving brick, black top or concrete or as otherwise approved by the ARC. No driveways or off-street parking areas shall be located in any required rear yard.

**Section 10.04. Landscaping.**

- a. Within three (3) months from the date of occupancy of any Residential Unit the contractor on any Parcel shall sod all front and sides facing or fronting a street and shall seed or sod all side and rear yards not covered by porches, patios, driveways, or sidewalks, provided however that seeding shall be not required between October 15<sup>th</sup> and April 30<sup>th</sup> if occupancy occurs after September 15<sup>th</sup> of each year. Each required front, side and rear yard, as defined and required by Area Width and Yard Regulations of the Cedar Lake Zoning Ordinance.

b. Any Residential Unit erected on any Parcel shall connect all footing and sump drainage to the public storm sewer, provided however that downspouts or other roof or surface drainage shall be discharged to the Parcel surface and not the storm sewer, provided further, that driveways may drain to the street curb. No downspout, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the Subdivision.

c. Lots with only two (2) attached Residential Units shall have at least two (2) trees and ten (10) shrubs collectively for such two (2) attached Residential Units. No trees or shrubs shall be planted or maintained which are listed on the Town of Cedar Lake prohibited species list.

**Section 10.05. Driveway Requirements.** No Residential Unit or structure erected or placed on any Parcel in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the contractor thereof (at the contractor's sole expense), of a concrete driveway from the street to the garage provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event such Residential Unit shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway.

**Section 10.06. Exterior Color Plan.** The Declarant shall have final approval of all exterior color plans and each contractor must submit to the Declarant, and then upon the Declarant's resignation to the ARC, a color plan showing the color of the roof, exterior walls, shutters, trim, etc. It shall then be considered the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Subdivision.

## ARTICLE XI

### **USE RESTRICTION**

**Section 11.01. Residential Restrictions.** The Lots subject to this Declaration may be used for single-family residential units and for no other purpose. Any and all business, trade, or similar activity is prohibited, except that an Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all Town of Cedar Lake zoning requirements; (c) the business activity does not involve door to door solicitation of residents of the Subdivision; (d) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; and (e) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to



persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in a full or part time manner; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. The only exception hereto is any model provided by the Declarant or Builder to promote the sales of the Parcels and/or Residential Units. The Association, acting through the Board of Directors, shall have standing and the power to enforce the use restrictions contained herein as well as those stated in the ordinances of the Town of Cedar Lake as if all of such provisions were regulations of the Association.

**Section 11.02. Nuisances.** No nuisances shall be allowed upon any Residential Unit nor shall any use or practice be allowed which would annoy residents or interfere with the peaceful possession and proper use of the Residential Units by its residents, or which will obstruct or interfere with the rights of other Owners or the Association. This provision shall not be construed to prohibit or limit the enforcement of any provision of the Declaration which does not constitute a nuisance, or to prohibit the Association from adopting Rules and Regulations prohibiting conduct which does not constitute a nuisance.

In addition, the following shall apply to all Parcels and Owners of any portion of a Parcel described herein:

- a. No burning of refuse shall be permitted.
- b. The use of any driveway or parking area which may be in front of or adjacent to or part of any Parcel as a habitual parking place for commercial vehicles is prohibited. The term "commercial vehicles" shall include all trucks (larger than 3/4 ton) as well as construction equipment and vehicular equipment. Commercial vehicles shall also include all limousines for hire. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance. Pick-up trucks (3/4 ton or smaller) and vans (3/4 ton or smaller), with or without a commercial name, shall be an exception to this exclusion.
- c. No buildings shall be located or maintained within the utility and drainage easements within the real estate. The removal of such as required by the Town of Cedar Lake or any public utility or governmental agency shall be at the sole cost and expense of the Parcel Owner.
- d. No plants or seeds, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Parcel.
- e. No Owner shall allow the temperature within its attached single family dwelling on a Residential Unit to fall below the minimum temperature of 60° Fahrenheit.

**Section 11.03. Immoral, Improper, Offensive and Unlawful Uses.** No immoral, improper, offensive or unlawful use shall be made of any Residential Unit nor any part thereof and all laws, zoning ordinances and regulations of all governmental bodies regarding the maintenance, modification or repair of Residential Units shall be the same as provided in Article IV hereof.

**Section 11.04. Uses Affecting Insurance Rates.** An Owner shall not permit or suffer anything to be done or kept in a Residential Unit which will increase the insurance rates on any other Residential Unit.

**Section 11.05. Signs and Other External Items.** No Owner shall display any sign (except for temporary but tasteful “for sale” or “for rent” signs, but only after the Turnover Date), advertisement or notice of any type on the exterior of a Residential Unit, and no Owner shall erect any exterior antennae, aerials or awnings upon any Residential Unit. No clothesline or other similar device shall be allowed on any portion of any Residential Unit.

**Section 11.06. Antennae and Satellite Dishes.** No above-ground communication, electric or television lines or cable shall be placed by any Owner anywhere in the Development Area other than within homes or dwellings. No television or radio antenna, earth station dish, pole, wire, rods, satellite dish over twenty inches (20”) in diameter, or other device used in connection with the reception or transmission of any television, radio or any other electrical signal shall be erected or maintained on the exterior of any home or dwelling or on any part of a Parcel. An Owner who desires to install a permitted satellite dish must attempt in good faith to properly screen such dish from the view of surrounding Parcels or place such dish in the rear of the Owner’s Parcel, with the final location and screening of the satellite dish to be approved by the ARC.

**Section 11.07. Animals.** An Owner may not keep, raise or breed any animals, livestock or poultry in or on a Residential Unit, provided, however, that no more than two (2) pets shall be allowed to be kept in or on a Residential Unit, subject to the Rules and Regulations of the Association. Notwithstanding anything contained herein to the contrary, the Association may impose a Special Assessment against any Owner for (a) repairs or replacements required to be made to the exterior of the unit or the landscaped areas as a result of damage created by the Owner’s animal, and/or (b) the Owner’s failure to clean up after said pets. No animals shall be allowed to run loose at any time and no dog be allowed to continuously bark, yelp, whine or howl by the Owner of any Residential Unit.

**Section 11.08. Vehicles.** No recreational vehicles, motor homes, campers, boats, boat trailers, recreational equipment and trailers or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot for more than forty-eight (48) hours, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.

**Section 11.09. Plants, Plant Material.** The planting materials are to be located and shall be reasonably maintained at the Owner’s expense so as to present a healthy, neat and orderly appearance, free from refuse and debris. All unhealthy and dead material shall be replaced within six (6) months or the next appropriate planting season. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of the Lot unless approved by the Builder or ARC.

**Section 11.10. Rubbish Trash, Garbage and Nuisance.** No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or any portion thereof and all trash receptacles shall be kept in sanitary containers and shall be stored inside the garage. No firewood,

scrap wood, limbs, branches, compost, composters, paper, bottles, tires or similar substances, filth, rubbish trash or noxious substance shall be collected or remain on any Lot or any part thereof which causes damage, prejudice or discomfort to others or the public or creates a breeding ground for insects or vermin.

**Section 11.11. Mailboxes.** The Declarant and Builder shall select and designate a standard mailbox and post. The Owner of the Residential Unit shall cause such standard mailbox and post to be installed prior to the occupancy of the Residential Unit. No exterior newspaper receptacles shall be permitted in the Development unless part of the standard mailbox. The Owner shall cause such standard mailbox to be maintained and/or replaced, if necessary, at the Owner's expense.

**Section 11.12. Exterior Post Lights.** The Declarant shall adopt and designate a standard exterior post light for all Lots and may designate a standard location for such exterior post light. The Owner of the Residential Unit shall cause such standard exterior post light to be installed prior to the occupancy of the Residential Unit. The Owner shall be required to maintain and replace said standard exterior post light. Exterior post lights shall be on and illuminated from dusk to dawn unless the Association shall provide otherwise by rule or regulation. No exterior lighting fixture, other than the post light approved by the Builder or landscape lighting shall be installed in the front yard of any Residential Unit.

**Section 11.13. Flag Poles.** Flag poles are permitted, provided the flag pole is not more than twenty-five (25) feet in height.

**Section 11.14. Air Conditioning Units.** No window or wall unit air conditioners or heating systems (HVAC) shall be installed on any Residential Unit.

**Section 11.15. Storage Sheds.** No free standing structures, detached garages, metal, prefab or steel storage sheds of any kind shall be erected on any Parcel.

**Section 11.16. Temporary Structures.**

a. No trailer, basement or incomplete building, tent, shack, garage, barn, motorized home and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent, on any Parcel.

b. Temporary buildings or structures used during the construction of a Residential Unit shall be on the same Parcel as the Residential Unit, and such buildings or structures shall be promptly removed upon the completion of construction. Such temporary buildings or structures must first be approved by the Declarant.

c. No building shall be moved from another location to a Parcel. No modular home, log cabin, prefabricated residential unit, steel frame or foam/concrete composite residential unit shall be erected on any Parcel.

**Section 11.17. Parcel Maintenance.** Each Parcel shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to

collect or remain exposed on any Parcel, except as necessary during the period of construction and in approved containers. The Owner of each Parcel shall be responsible for the cutting or removal of weeds periodically on such Parcel so as to conform with the requirements, ordinances and regulations of the Town of Cedar Lake, Indiana.

**Section 11.18. Outdoor Furniture, Play Facilities.** Outdoor furniture, equipment, and facilities shall be maintained in good “like new” condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighboring houses or residents. No swing sets, slides or other children’s play equipment, bikes or toys may be kept or maintained outside on a Parcel.

**Section 11.19. Discharge of Contaminants.** The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing the same to be deposited thereon. In the event the responsible person or party cannot be determined, then the Parcel Owner shall be responsible for the removal and cleaning of the Parcel. Garbage containers may not be stored outside.

**Section 11.20. Swimming Pools.** No swimming pools, either above or below ground, or hot tubs shall be permitted on any Parcel.

**Section 11.21. Underground Wiring.** No lines or wires for communication or the transmission of electrical current or power shall be constructed, placed or permitted to be placed anywhere in Subdivision other than within buildings or Residential Units or attached to their walls, unless the same shall be contained in conduits or approved cable, constructed, placed and maintained underground.

**Section 11.22. Rules and Regulations.** Rules and Regulations concerning the use of the Residential Units may be promulgated and amended by the Association acting by and through its Board of Directors each of which shall be deemed to be incorporated herein by reference and made a part hereof, as amended from time to time; provided, however, copies of all such Rules and Regulations shall be furnished to each Owner prior to the time that the same shall become effective. All Rules and Regulations promulgated from time to time shall be deemed to be reasonable and enforceable, so long as they bear any relationship to the safety, health, happiness and enjoyment of life of all of the Owners, are in furtherance of a plan to provide for the congenial occupation of the Residential Units, to promote and protect the cooperative aspects of ownership, the value of the Residential Units, and/or facilitate the administration of the community as a first class, safe, healthy, happy, quiet and restful residential community, and are not arbitrary and capricious. The Board of Directors of the Association is hereby granted the specific power and authority to enforce said rules and regulations in accordance with the provisions of Article XII.

## **ARTICLE XII**

### **ENFORCEMENT**

Each Owner and Occupant of a Residential Unit shall be governed by and shall comply with the terms of this Declaration and the Articles of Incorporation, By-Laws, and the Rules and

Regulations of the Association adopted pursuant thereto as the same may be amended from time to time. The Declarant and Builder shall have no personal or other liability, obligation or responsibility to enforce this Declaration or any part thereof. A default or violation by an Owner or Occupant of a Residential Unit shall entitle the Association or, in lieu thereof, any other Owner or Owners to the following remedies (i.e., any other Owner or Owners may act apart from and in place of the Association and/or the Board of Directors in administering and enforcing the provisions of this Article XII):

**Section 12.01. Authority and Administrative Enforcement and Procedures.**

a. Authority. Lots and Residential Units shall be used only for those uses and purposes set out in this Declaration, and subject to the covenants and restrictions set forth herein, and in the By-Laws and Rules and Regulations of the Association. The Board of Directors shall have the power and authority to impose reasonable Special Assessments in accordance with Section 9.03 hereof, which shall constitute a lien upon the Owner's Residential Unit and to suspend an Owner's right to vote, and to approve other appropriate sanctions in the event that it is determined in accordance with this Article XII that an Owner or Occupant has violated any provision of this Declaration, the By-Laws, or the Rules and Regulations as duly promulgated.

b. Procedure. The Board of Directors shall not impose a Special Assessment as a sanction, suspend the right to vote, or infringe upon any other rights of an Owner or Occupant for any such violations unless and until the following procedure is followed:

(1) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation; and (c) a time period, not less than ten (10) days, during which the violation may be abated without further sanction.

(2) Notice. If the violation continues past the period allowed in the demand for abatement without sanction, the Association shall serve the violator with written notice of a hearing. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (c) an invitation to attend the hearing and produce any statements, evidence and/or witnesses in his/her behalf; and (d) the proposed sanction to be imposed.

(3) Hearing. The hearing shall be held in executive session by the Board of Directors pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, the invitation to be heard, the written result and statements of the sanction shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting.

c. Sanctions. The Board of Directors' power and authority to impose sanctions shall be governed by the following provisions:

(1) All Special Assessments imposed upon a violator under this Article shall bear a reasonable relationship to the violation, considering all the circumstances, which may include, but shall not be limited to, the following:

(a) The actual costs and expenses incurred by the Board of Directors and the individual directors in the exercise of the power and authority under this Article XII (including but not limited to reasonable attorneys fees and costs), and in otherwise attempting to remedy the violation.

(b) The amount of actual damage done to other Owners and Occupants and/or their Residential Units and/or to the Association arising out of the violation or the efforts to remedy the effects of same.

(c) The amount which would be reasonably required to compensate the Association for the disruption of and inconvenience to, the community, the Association or any Member thereof, or Occupant of a Residential Unit.

(d) The extent to which the violation is or was flagrant, and the extent to which the violator cooperated or hindered in any effort to remedy the violation.

(2) All Special Assessments amounts imposed hereunder as a sanction shall be deemed to be a part of the Assessment attributable to the Residential Unit occupied by the violator, and shall be assessed against said Residential Unit and its Owner as a Special Assessment to be due and payable on the date that the next Assessment payment would be due, and any such special Assessments which are not paid as of that date shall become a lien on such Residential Unit, and shall be collected and enforced in the same manner as Assessments.

(3) Nothing herein contained shall be construed as granting to the Board of Directors the power or authority to impose such a Special Assessment which is punitive in nature, or to suspend an Owner's right to vote, unless the Board of Directors finds, by specific special findings of fact in accordance with the foregoing procedure, that the violator's conduct was willful, malicious, oppressive and outrageous in nature. Said special findings of fact shall specifically set forth all facts and circumstances.

(4) All other sanctions imposed shall be reasonably related to the violation found.

(5) The decision of the Board of Directors shall be made in accordance with the foregoing procedures, and shall be final.

**Section 12.02. Legal Remedies.** In addition to the administrative remedies set forth in Section 12.01 hereof, the legal remedies may include, without limiting the same, an action to

recover sums due for damages, injunctive relief, foreclosure of lien, an action to enforce the sanctions imposed by administrative procedure, or any combination thereof. The prevailing party shall be entitled to recover the costs of any legal proceeding including reasonable attorneys' fees.

**Section 12.03. No Waiver of Rights.** The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

**Section 12.04. No Election of Remedies.** All rights, remedies and privileges granted to the Association or any Owner pursuant to any terms, provisions, covenants or conditions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges.

## **ARTICLE XIII**

### **AMENDMENT**

The Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations may be amended in the following manner:

**Section 13.01. Declaration.** Subject to Article XIV, Article XV and Article XVII, amendments to the Declaration shall be proposed and adopted as follows, provided, however, that no amendment may revoke, remove, or modify any right or privilege of the Declarant or Builder, without such party's written consent.

- a. **Notice.** Notice of the subject matter of any proposed amendment shall be included in the Notice of any meeting of the Board of Directors or Owners at which any proposed amendment is to be considered.
- b. **Resolution.** Except as provided in subparagraph (d) hereof, a resolution to amend the Declaration may be adopted by the affirmative vote of not less than two-thirds (2/3) of the Members (not two-thirds (2/3) of a quorum), at any regular or special meeting of the Members called and held in accordance with the By-Laws; provided, however, that any such amendment must also be approved and ratified by not less than two-thirds (2/3) of the Board of Directors (not two-thirds (2/3) of a quorum).
- c. **Recording.** The amendment shall not be effective until a certified copy thereof is recorded in the Office of the Recorder of Lake County, Indiana. A copy of any such amendment shall also be sent to each Owner and his Mortgagee by registered or certified mail; provided, however, the mailing of such amendment shall not constitute a condition precedent to the effectiveness of such amendment.

d. Amendments by Declarant. Notwithstanding any other provision of the Declaration, and in addition to any other right to amend elsewhere set forth herein, the Declarant alone may amend this Declaration, or the Articles of Incorporation, By-Laws, and Rules and Regulations, without the consent of the Owners, the Association, the Board of Directors or any Mortgagee, or any other Person, to: (1) correct scrivener's errors, minor defects or omissions, (2) comply with the requirements of Indiana law, (3) comply with the requirements of any governmental agency, public authority, or title insurance company, (4) comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by each sell, insure or guarantee first mortgages covering Residential Units, (5) induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering residential units, (6) designate additional Lots, Parcels, Residential Units, and/or Outlots within the Submitted Parcel and Development Area, which will then be specifically subject to the terms and conditions of this Declaration under such designations, or (7) add additional covenants, conditions and restrictions to this Declaration covering such areas of the Submitted Parcel and Development Area in which Declarant and/or its designated assigns then own and control. This subparagraph (d) shall constitute an irrevocable special power of attorney to Declarant coupled with an interest on behalf of all Owners, Mortgagees, and any and all other Persons having an interest of any kind in the Submitted Parcel, for so long as Declarant owns any portion of the Development Area and it shall become effective upon the recording of a copy thereof in the Office of the Recorder of Lake County, Indiana. A copy of such amendment shall also be sent to all Owners and their Mortgagees in the manner provided in subparagraph (c) hereof.

**Section 13.02. Articles of Incorporation, By-Laws and Rules and Regulations.** The Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall be amended in the manner provided by such documents or by law.

## ARTICLE XIV

### **GENERAL PROVISIONS**

**Section 14.01. Term.** The covenants and restrictions of this Declaration shall run with and bind the Submitted Parcel, and shall inure to the benefit of an shall be enforceable by the Association or the Owner of any Parcel or Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding and the beginning of each successive period often (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.



**Section 14.02. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors), to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association, or arising out of their status as directors or officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include an indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable grounds for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer. Any right to indemnification provided for herein shall be not exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 14.03. Perpetuities.** If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**Section 14.04. Re-recording of Declaration.** If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration, or any part thereof, in the Office of the Recorder of Deeds of Lake County, Indiana, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained, it shall subject the matter to a meeting of the Members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such re-recording; the Board shall have and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners or any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

**Section 14.05. Restrictions, Conditions, Covenants, Liens and Charges.** Each grantee of Declarant or Builder, by taking title to a Parcel and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

**Section 14.06. Enforcement of Covenants.** Declarant, Builder and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations herein set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Parcel any improvement which is and remains in violation of the covenants set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Article XII hereof) from Declarant, Builder or the Association to the Owner of any such Parcel, then Declarant, Builder or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, Builder and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

**Section 14.07. Special Amendment.** Declarant hereby reserves the right and power to record a special amendment (hereafter referred to as "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or grant first mortgages encumbering any Lot, Parcel or Unit, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereof. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor

of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be, said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, Parcel or Residential Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Article XIV hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot, Parcel or Residential Unit.

**Section 14.08. Ownership Under a Trust.** In the event that title to any Parcel is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot, Parcel or Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Parcel and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Parcel.

**Section 14.09. Owner's Obligation to Maintain and Repair.** Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence and structures keeping the same in a condition comparable to the condition of such residence and structures at the time of its initial construction.

**Section 14.10. Self Help.** In addition to any other remedies provided for herein, the Declarant, the Builder, the Association, or their respective duly authorized agents shall have the power to take such remedial action, activity or otherwise perform or take such action or obligation of a defaulting Owner to bring a Lot into compliance with this Declaration. The Declarant, the Builder, the Association, or their respective duly authorized agents may enter upon a Lot or any portion of the Subdivision (including Common Area) to abate or remove, using such force as may be reasonably necessary, any construction, erection, thing or condition which violates this Declaration, the Architectural Guidelines, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Declarant, the Builder or the Association, as the case may be, shall give the violating Lot Owner thirty (30) days' written notice of its intent to exercise remedial activity (self help). All costs of the Declarant, the Builder or the Association's remedial activity (self help), together with interest at the rate of twelve percent (12%) per annum, including attorneys' fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein. No liability shall be assumed or imposed by the Declarant, the Builder and/or the Association's exercise or failure to exercise such remedial activity. Notwithstanding the foregoing, in the event of an emergency or the blockage or material impairment of the easement rights granted hereunder, the Declarant, the Builder or Association may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest as above described.

**Section 14.11. Notices.** Any notices required to be sent to any Owner under any provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Person who appears as owner on the records of the Lake County Auditor's official property tax records at the time of such mailing.

**Section 14.12. Usage.** Whenever used, the singular shall include the plural and singular, and the use of any gender shall include all genders.

**Section 14.13. Effective Date.** This Declaration or any amendment hereto shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

**Section 14.14. Severability of Invalid or Unenforceable Provisions.** If any term, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By Laws or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other terms, covenant, provision, phrase or other element of this Declaration, the Articles of Incorporation, the By Laws or the Rules and Regulations. If any part of this Declaration, or any term, covenant, provision, phrase or other element, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any other term, covenant, provision, phrase or other element in other circumstances shall not be affected thereby.

**Section 14.15. Captions.** Captions used in this Declaration, the Articles of Incorporation, the By Laws and the Rules and Regulations are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration, the Articles of Incorporation, the By Laws and the Rules and Regulations.

**Section 14.16. Binding Effect.** This Declaration shall be binding upon and inure to the benefit of each Owner, its successor, grantees, assigns and the legal representatives thereof.

**Section 14.17. Recitals.** The recitals set forth at the beginning of this Declaration are hereby made a part of and incorporated into this Declaration by reference.

## **ARTICLE XV**

### **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Residential Units. To the extent applicable, necessary, or proper, the provisions of this Article XV apply to both this Declaration and to the By-Laws of the Association. Where indicated, these provisions apply only to "Eligible Holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

**Section 15.01. Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request (such request to state the name and address of such holder, insurer or guarantor and the Residential Unit address), to the Association (thereby becoming an “Eligible Holder”), will be entitled to timely written notice of:

- a. any proposed termination of the Association;
- b. any condemnation loss or any casualty loss which affects a material portion of the Submitted Parcel or which affects any Residential Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- c. any delinquency in the payment of Assessments or charges owed by an Owner of a Residential Unit subject to the Mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- d. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- e. any proposed action which would require the consent of Eligible Holders, as required in Section 16.02 hereof.

**Section 15.02. Mortgagee’s Rights Respecting Amendments to the Declaration.** To the extent possible under applicable Indiana law, and notwithstanding the provisions of Article XIII, any amendment of a material nature must be approved by Eligible Holders representing at least fifty-one percent (51%) of the votes of Residential Units that are subject to Mortgages held by Eligible Holders. An amendment to any of the following shall be considered material:

- a. voting rights;
- b. Assessments, Assessment liens, or subordination of Assessment liens;
- c. responsibility for maintenance and repairs;
- d. boundaries of any Residential Unit;
- e. expansion of the Development Area (to include real estate not described in Exhibit “A” or not adjacent thereto nor in the vicinity thereof);
- f. insurance or fidelity bonds;
- g. imposition of any restrictions on an Owner’s right to sell or transfer his or her Residential Unit;
- h. restoration or repair of the Submitted Parcel (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;

- i. any action to terminate the legal status of the Submitted Parcel after substantial destruction or condemnation occurs, provided, however, that any action to terminate the legal status of the Project for reasons other than substantial destruction or condemnation shall require the consent of Eligible Holders or Owners representing sixty-seven (67%) of the votes of Residential Units; or
- j. any provisions that expressly benefit mortgage holders, insurers or guarantors.

**Section 15.03. Special FHLMC Provision.** So long as required by FHLMC, the following provisions apply in addition to and not in lieu of the foregoing two (2) sections of this Article. Unless at least two-thirds (2/3) of the first Mortgagees or Owners provide their written consent, the Association shall not:

- a. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer);
- b. change the method of determining the obligations, Assessments, dues or other charges which may be levied against the Owner;
- c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of any Common Area;
- d. fail to maintain fire and extended coverage insurance, as required by this Declaration; or
- e. use hazard insurance proceeds for any Common Area losses for other than the repair, replacement of reconstruction of such.

The provisions of this Section 15.03 shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required for any of the actions contained in this Section.

**Section 15.04. Mortgagee's Right to Cure.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for any Common Area, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

## ARTICLE XVI

### **DECLARANT AND BUILDER'S RIGHTS**

**Section 16.01. Control.** Notwithstanding any of the other provisions of this Declaration or the By-Laws to the contrary, and in addition to any other right or privilege given or granted or reserved to Builder under this Declaration, the first and all subsequent Board of Directors shall consist solely of three (3) individuals designated by Builder, which individuals may but need not be Owners or Members until the first to occur of any of the following (the “Turnover Date”):

- a. Thirty (30) days after Declarant has conveyed to purchasers for value all of the Residential Units proposed for the Development Area;
- b. The expiration of twenty (20) years from the date of the recording of this Declaration; or
- c. The date on which the Builder elects to terminate its sole control by the delivery of written notice of such election to the Owners.

**Section 16.02. Absence of Warranty.** THE DECLARANT AND BUILDER EACH SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE SUBMITTED PARCEL OR DEVELOPMENT AREA OR THIS DECLARATION EXCEPT AS SPECIFICALLY SET FORTH HEREIN; AND NO PERSON SHALL RELY UPON ANY WARRANTY OR REPRESENTATION NOT SPECIFICALLY SET FORTH THEREIN. ANY ESTIMATES OF ASSESSMENTS ARE BELIEVED TO BE ACCURATE, BUT NO WARRANTY OR GUARANTY IS MADE OR INTENDED, NOR MAY ONE BE RELIED UPON.

**Section 16.03. Assessment Exemption.** Declarant and Builder shall each be exempt from any Assessment levied by the Association on any or all Residential Units owned by the Declarant, Builder and/or such party’s designees which are unoccupied and offered by the Declarant or Builder for sale.

**Section 16.04. Right to Amend Declaration.** The Declarant or Builder shall have the right to amend the Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations, in accordance with Section 13.01(d) hereof.

**Section 16.05. Transfer of Rights.** Any or all of the special rights and obligations of the Declarant or Builder may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant or Builder, as the case may be, and duly recorded in the Office of the Recorder of Lake County, Indiana.

**Section 16.06. Reserved Rights and Easements.** Notwithstanding any provisions herein to the contrary, Declarant and Builder each hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel, for the benefit of Declarant, Builder, or either of its successors, and assigns over, under, in, and/or on the real estate and any portion of the Development Area which becomes part

of the Submitted Parcel, without obligation and without charge to Declarant or Builder, for the purposes of construction, installation, relocation, development, maintenance, repair, replacement, use and enjoyment and/or otherwise dealing with the Submitted Parcel and Development Area. The reserved easement shall constitute a burden on the title to all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel and specifically includes, but is not limited to:

a. the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Submitted Parcel and any portion of the Development Area which becomes part of the Submitted Parcel; and the right to tie into any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel with driveways, parking areas, streets, and drainage systems; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, Internet, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, and in connection therewith the right to store construction equipment and materials in appropriate areas in areas owned by Declarant or Builder without payment of any fee or charge whatsoever; and

b. the right to construct, install, replace, relocate, maintain, repair, use and enjoy model units, parking spaces, signs, lighting, construction offices, business offices and sales offices as, in the sole opinion of Declarant or Builder, may be required, convenient, or incidental to the construction of improvements and sale of units in all or any portion of the Submitted Parcel and Development Area;

c. no rights, privileges, and easements granted or reserved herein shall be merged into the title of any Residential Unit within the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit claim deed from Declarant or Builder releasing its respective right, privilege, or easement by express reference thereto with respect to all or any portion of the Submitted Parcel and any portion of the Development Area that becomes part of the Submitted Parcel.

This Section 16.06 may not be amended without the prior written consent of Declarant or Builder as to their respective rights under this Section.

## ARTICLE XVII

### **ANNEXATION OF ADDITIONAL PROPERTY**

**Section 17.01. Annexation Without Approval of Membership.** As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant and Builder shall jointly have the right, privilege and option, from time to time at any time until the end of the twentieth



(20th) year after the recording of this Declaration, to annex, submit and subject to the provisions of this Declaration, all or any part of the Development Area, or other property adjacent to or in the vicinity of the Development Area, by recording an amendment to this Declaration (“Supplemental Amendment”) as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to this Declaration by a Supplemental Amendment shall be referred to as “Added Property”, any Lot in the Added Property shall be referred to as an “Added Lot” and any Parcel in the Added Property shall be referred to as an “Added Parcel.” Added Property may be made subject to the Declaration at different times and there is no limitation on the order in which Added Property may be made subject to this Declaration. There is no limitation on the location of improvements which may be made on Added Property and no particular portion of the Development Area must be made subject to this Declaration.

**Section 17.02. Power to Amend.** In furtherance of the foregoing, Declarant and Builder jointly reserve the right to record a Supplemental Amendment, at any time and from time to time prior to twenty (20) years from the date of recording hereof, which amends those portions of this Declaration necessary to reflect the Added Property and the effect of the Added Lots.

**Section 17.03. Effect of Amendment.** Upon the recording of a Supplemental Amendment by Declarant and Builder which annexes and subjects Added Property to this Declaration, as provided in this Article, then:

- a. The restrictions, conditions, covenants, reservations, lien, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including Added Lots and Added Parcels) and inure to the benefit of and be the personal obligation of the Owners of Added Parcels in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Submitted Parcel and Owners of Parcels which were initially subjected to this Declaration.
- b. Every Person who is an Owner of an Added Parcel shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are Owners of Parcels.
- c. Each Owner of an Added Parcel shall pay the same monthly Assessment as the Owner of an existing Parcel; provided, however, the Owner of an Added Parcel shall not be required to pay any installment of a Special Assessment levied to cover a deficit under a prior year’s budget.
- d. The amount of the lien for Assessments, charges or payments levied against an existing Parcel prior to the recording of the Supplemental Amendment shall not be affected.

Such Supplemental Amendment shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Amendment unless otherwise provided herein. Declarant and Builder shall jointly have the right to transfer to any other person the said right, privilege and option to annex such Added Property which is herein reserved to Declarant and Builder jointly, provided that such transferee or assignee shall be the

developer or builder of at least a portion of such Added Property and that such transfer is memorialized in a written, recorded instrument.

**Section 17.04. Amendment.** This Article XVII shall not be amended without the written consent of Declarant and Builder, so long as the Declarant or Builder owns any portion of the Development Area.

## ARTICLE XVIII

### **LIMITATION OF LIABILITY**

**Section 18.01. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY AGREED, AND EACH OWNER, BY ACCEPTING TITLE TO A LOT AND BECOMING AN OWNER ACKNOWLEDGES AND AGREES, THAT NONE OF DECLARANT OR BUILDER (INCLUDING WITHOUT LIMITATION ANY ASSIGNEE OF THE INTEREST OF DECLARANT OR BUILDER HEREUNDER), NOR ANY MEMBERS OR MANAGERS OF DECLARANT OR BUILDER (OR ANY MEMBER, PARTNER, OFFICER, DIRECTOR OR SHAREHOLDER IN ANY SUCH ASSIGNEE) SHALL HAVE ANY LIABILITY, PERSONAL OR OTHERWISE, TO ANY OWNER OR OTHER PERSON, ARISING UNDER, IN CONNECTION WITH, OR RESULTING FROM (INCLUDING WITHOUT LIMITATION RESULTING FROM ACTION OR FAILURE TO ACT WITH RESPECT TO) THIS DECLARATION EXCEPT, IN THE CASE OF DECLARANT OR BUILDER (OR ITS RESPECTIVE ASSIGNEE), TO THE EXTENT OF ITS INTEREST IN THE SUBDIVISION; AND, IN THE EVENT OF A JUDGMENT NO EXECUTION OR OTHER ACTION SHALL BE SOUGHT OR BROUGHT THEREON AGAINST ANY OTHER ASSETS, NOR BE A LIEN UPON SUCH OTHER ASSETS OF THE JUDGMENT DEBTOR.

## ARTICLE XIX

### **ADDITIONAL COVENANTS**

**Section 19.01. Additional Covenants.** Any Owner of all or any portion of Lots in the Submitted Parcel or Development Area shall by acceptance of a deed to acknowledge that said Lots or any portion hereof are additionally subject to all of the covenants, conditions and restrictions contained in the Master Declaration of Covenants and Restrictions for Lakeside of Cedar Lake Subdivision dated May 12, 2017, and recorded in the Recorder's Office of Lake County, Indiana as Document Number 2017-030627, including but not limited to the payment of Assessments as described therein.

**IN WITNESS WHEREOF**, the Declarant and Builder have caused this instrument to be signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Cedar Lake 133 LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**[BUILDER]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF INDIANA            )  
  )    SS:  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Cedar Lake 133 LLC, an Indiana limited liability company, by \_\_\_\_\_, and acknowledged the execution of the foregoing instrument to be its free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

STATE OF INDIANA        )  
                                  )       SS:  
COUNTY OF LAKE )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, an Indiana \_\_\_\_\_, by \_\_\_\_\_, and acknowledged the execution of the foregoing instrument to be its free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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.

/s/ \_\_\_\_\_  
Printed Name:

\_\_\_\_\_

This instrument prepared by: Kevin V. Hunt, 36544-45  
Schilling Development  
8900 Wicker Ave.,  
St, John, IN 46373  
219-365-8585

## **EXHIBIT “A”**

**Submitted Parcel and Subdivision**

**Development Area**

**EXHIBIT “B”**

**ARTICLES OF INCORPORATION  
FOR  
LAKESIDE PAIRED VILLAS ASSOCIATION, INC.**

## **EXHIBIT “C”**

### **BY-LAWS FOR LAKESIDE PAIRED VILLAS ASSOCIATION, INC.**

#### **ARTICLE I**

##### **NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS**

**Section 1.**     **Name.**     The name of the Association shall be Lakeside Paired Villas Association, Inc. (hereinafter sometimes referred to as the “Association”).

**Section 2.**     **Principal Office.**     The principal office of the Association in the State of Indiana shall be located at \_\_\_\_\_. The Association may have such other officers, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

**Section 3.**     **Definitions.**     The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Restrictions & Easements for Lakeside Paired Villas of Cedar Lake (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the “Declaration”), unless the context shall prohibit.

#### **ARTICLE II**

##### **ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

**Section 1.**     **Membership.**     The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**Section 2.**     **Place of Meetings.**     Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

**Section 3.**     **Annual Meetings.**     The first annual meeting shall not be held until such time as the rights of the Builder to appoint all of the Board of Directors and to thereby control the Association shall have expired as provided in the Declaration, or at such earlier time or times as may be determined by the Builder. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association’s fiscal year. Subsequent annual meetings shall be held at a date and time as set by the Board of Directors. Subject to the foregoing, the Members shall, at each annual meeting after the Turnover Date, elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

**Section 4. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by first class mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

**Section 6. Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted there at unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 7. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

**Section 8. Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.



**Section 9. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy.

**Section 10. Majority.** As used in these By-Laws, the term “majority” shall mean those votes, owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

**Section 11. Quorum.** Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of forty percent (40%) of the votes of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein; provided, however, that the presence in person or by proxy of twenty-five percent (25%) of the votes of the Members shall constitute a quorum with respect to all meetings related to the Turnover Date and Builder’s turnover and termination of its right to name members of the Board of Directors of the Association as described in Section 16.01 of the Declaration.

**Section 12. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transaction occurring there at.

**Section 13. Action without a Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

### **ARTICLE III**

#### **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

##### **A. Composition and Selection.**

**Section 1. Governing Body; Composition.** The business of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

**Section 2. Directors during Builder Control.** The Directors shall be selected by the Builder acting in its sole discretion and shall serve at the pleasure of the Builder until such time as is specified in the Declaration, unless the Builder shall earlier surrender this right to select Directors. The Directors selected by the Builder need not be Owners or residents in the

Subdivision. After the period of Builder appointment, all Directors must be Members of the Association.

**Section 3. Number of Directors.** The Board of Directors shall consist of three (3) persons.

**Section 4. Nomination of Directors.** Except with respect to Directors selected by the Builder, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than fourteen (14) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members or solicit votes.

**Section 5. Election and Term of Office.** Notwithstanding any other provision contained herein:

At the first annual meeting of the membership after the termination of the Builder's right to select all of the Board of Directors and at each annual meeting of the membership thereafter, Directors shall be elected. All Directors shall be elected at-large. All Members of the Association shall vote upon the election of Directors at such meeting with a quorum of the presence in person or by proxy of at least forty percent (40%) of the votes of the Members. The term of each Director's service shall be for a period of three (3) years and extending thereafter until his successor is duly elected and qualified or until he is removed, provided, however, that the terms of the members to the initial Board of Directors shall be for periods of three (3) years, two (2) years, and one (1) year, such that there shall be only one (1) vacancy each year on the Board of Directors occasioned by the expiration of the director's term. The initial Board of Director elected with the most votes shall be a Director for the initial three (3) year term, the initial Board of Director elected with the second most votes shall be a Director for the initial two (2) year term, and the remaining Board of Director(s) elected shall be Director(s) for the initial one (1) year term(s).

**Section 6. Removal of Directors and Vacancies.** Unless the entire Board is removed from office by the vote of the Association Members, an individual Director shall not be removed prior to the expiration of his or her term of office, except by the votes of a majority of the votes of the Members. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 7. Voting Procedure for Directors.** The first election of the Board shall be conducted at the first meeting of the Association after the Turnover Date. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled

to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

**B. Meetings.**

**Section 8. Organization Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by electronic mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic mail shall be delivered, telephoned or emailed at least seventy-two (72) hours before the time set for the meeting.

**Section 11. Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**Section 12. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which

a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 13. Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

**Section 14. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

**Section 15. Open Meeting.** All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**Section 16. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 17. Action without a Formal Meeting.** Any action to be taken at a meeting of the Directors of any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

**C. Powers and Duties.**

**Section 18. Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of all Association's affairs and, as provided by applicable law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its Members the authority to act on behalf of the Board of Directors on all matters related to the duties of the managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of any Common Area;

(d) designating, hiring, and dismissing the personnel or independent contractors necessary for the maintenance, operation, repair and replacement by the Association of its property and any Common Area, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel or independent contractors in the performance of their duties;

(e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of any common area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners.

(m) make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage or any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and all other books, records, and financial statements of the Association; and

(n) permit utility supplies to use portions of the Development Area reasonably necessary to the ongoing development or operation of the Lots.

**Section 19. Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the power set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, the Builder, or an affiliate of the Declarant or Builder, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

**Section 20. Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods and services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Residential Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income and Expense Statement reflecting all income and expense activity for the preceding three (3) months on a cash basis;

(ii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(iii) a Delinquency Report listing all Owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of Assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent on the fifteenth (15th) day of each month); and

(iv) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized office of the Association that the statements were prepared without audit from the books and records of the Association.

**Section 21. Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of any Common Area and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03 of the Declaration of Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5) of the budgeted gross expenses of the Association for that fiscal year.

**Section 22. Rights of the Association.** With respect to any Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

## **ARTICLE IV**

### **OFFICERS**

**Section 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall

deem appropriate, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

**Section 2. Election, Term of Office and Vacancy.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

**Section 3. Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

**Section 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.



## **ARTICLE V**

### **COMMITTEES**

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by applicable law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 1. Fiscal Year.** The calendar year shall be the fiscal year. The initial fiscal year of the Association shall be a short year ending on December 31.

**Section 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with applicable Indiana law, the Articles of Incorporation, the Declaration or these By-Laws.

**Section 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

**Section 4. Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Subdivision as the Board shall prescribe.

(b) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

**Section 5. Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and

shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such address as shall be designated by the notice in writing to the Owners pursuant to this Section.

**Section 6.** **Amendment.** Builder may amend the By-Laws in accordance with the Declaration. These By-Laws may be amended otherwise only by the affirmative vote (in person or by proxy) or written consent of Members representing two-thirds (2/3) of the total votes of the Association (not two-thirds of the total votes of a quorum).

**EXHIBIT “D”**

**RULES AND REGULATIONS**

**FOR**

**LAKESIDE PAIRED VILLAS OF CEDAR LAKE**

The following rules and regulations shall apply in addition to the terms and conditions governing the Subdivision as set forth in the Declaration of Covenants, Conditions, Restrictions & Easements for Lakeside Paired Villas of Cedar Lake (the “Declaration”):

1.      Occupancy. No more than one (1) family may occupy one (1) Parcel or residence thereon with no more than two (2) persons per bedroom.
2.      Noise. Loud music or television or any other sound which may be objectionable to any other Occupant is prohibited at all times.
3.      Garbage. All garbage receptacles shall be located and stored in such a place as to not be visible from any ground level location in the Subdivision (such as inside a garage), excepting only on those days of garbage collection by the Town of Cedar Lake or its contractor, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.
4.      Definitions. The capitalized words and phrases used in these Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration.

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF LAKE       )

CEDAR LAKE PLAN COMMISSION CERTIFICATION

TO:   CEDAR LAKE TOWN COUNCIL       RE:   CEDAR LAKE 133, LLC  
      TOWN OF CEDAR LAKE,           SCHILLING DEVELOPMENT  
      LAKE COUNTY, INDIANA           PLANNED UNIT DEVELOPMENT REZONE

Pursuant to the requirements of applicable law, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, hereby CERTIFIES to the Cedar Lake Town Council the application of Owners, **Cedar Lake 133, LLC**, an Indiana Limited Liability Company, and Petitioner, **Schilling Development**, for the **Zone Map Amendment** being sought from Zoning Ordinance No. 1402, from the current Zoning District Classification of said property, Chapter 5 (A) Agricultural Zoning District and Chapter 6.1 (R-1) Single Family Zoning District, to Chapter 9 Planned Unit Development (PUD) Zoning District Classification for the Property located in the vicinity of 5604 W. 141<sup>st</sup> Avenue, Crown Point, Lake County, Indiana 46307, with a legal description incorporated as Exhibit A and legally described as follows, namely:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 25, ALL OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 LYING SOUTH AND EAST OF THE CENTER LINE OF FOUNDERS CREEK AND PART OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 12 MINUTES 05 SECONDS EAST (BASIS OF BEARINGS ASSUMED), 3308.53 FEET ALONG THE NORTH LINES OF SAID SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 25 TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS WEST, 2649.55 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 680.48 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066862, RECORDED SEPTEMBER 24, 2012 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 340.34 FEET ALONG THE EAST LINE OF SAID FORD LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 351.37 FEET ALONG THE NORTH LINE OF SAID FORD LAND TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 337.00 FEET ALONG THE WEST LINE OF SAID FORD LAND AND THE WEST LINE OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066514, RECORDED SEPTEMBER 21, 2012 IN SAID RECORDER'S OFFICE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 951.82 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO RICKEY M. SESSUM AND JACKIE SESSUM IN DOCUMENT NUMBER 96007379, RECORDED FEBRUARY 2, 1996 IN SAID RECORDER'S OFFICE; THENCE NORTH, WEST, AND SOUTH ALONG SAID SESSUM LAND THE FOLLOWING THREE COURSES AND DISTANCES: 1.) NORTH 00

DEGREES 11 MINUTES 49 SECONDS EAST, 208.71 FEET; 2.) NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 208.71 FEET; 3.) SOUTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 1047.75 FEET TO THE EAST LINE OF THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 200.00 FEET ALONG LAST SAID EAST LINE; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS WEST, 438.15 FEET TO THE WEST LINE OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SAID WEST LINE ALSO BEING THE EAST LINE OF PLAT "A" SHADES ADDITION, RECORDED IN PLAT BOOK 11, PAGE 13 IN SAID RECORDER'S OFFICE; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 755.88 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 02 MINUTES 37 SECONDS WEST, 1160.92 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 34 SECONDS EAST, 438.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE CENTER LINE OF FOUNDERS CREEK; THENCE SOUTHEASTERLY AND NORTHERLY ALONG SAID CENTER LINE APPROXIMATED BY THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES:

- 1.) NORTH 86 DEGREES 30 MINUTES 37 SECONDS EAST, 45.29 FEET;
- 2.) SOUTH 62 DEGREES 00 MINUTES 00 SECONDS EAST, 348.00 FEET;
- 3.) SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, 145.00 FEET;
- 4.) SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST, 63.00 FEET;
- 5.) NORTH 73 DEGREES 00 MINUTES 00 SECONDS EAST, 63.00 FEET;
- 6.) NORTH 43 DEGREES 00 MINUTES 00 SECONDS EAST, 95.00 FEET;
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- 27.) NORTH 07 DEGREES 00 MINUTES 00 SECONDS EAST, 143.00 FEET

TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 54 SECONDS EAST, 701.00 FEET

ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 219.55 ACRES MORE OR LESS.

This FAVORABLE Recommendation Certification is hereby approved by a vote of four (4) in favor, and two (2) against, upon motion duly made and seconded, at the conclusion of the public hearing on the application aforesaid in the public meeting held on September 20, 2023, upon the following terms and conditions, namely:

1. Conformance to and compliance with the approved Lakeside South Planned Unit Development Agreement and Planned Unit Development Guidelines dated September 20, 2023, presented by the Owner and Petitioner for said project and Zoning application, copies of which are attached hereto and incorporated herein.
2. Compliance with all terms and conditions of Subdivision Plat Approval, including required plat conditions, and all engineering requirements.
3. Compliance with all conditions of the Plan Commission for its FAVORABLE Recommendation Certification for the PUD Zoning District Classification applied for and set forth in the approved public meeting minutes of the Plan Commission in its September 20, 2023, Public Meeting; that a copy of said Plan Commission Public Meeting Minutes is attached hereto and incorporated herein, upon approval.
4. Compliance by the Owner/Petitioner with the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all applicable Town Ordinances, as all are amended from time to time.
5. Payment by the Owner and Petitioner of all fees, costs, and charges incurred by the Town related to this Application/Petition for PUD Zone Map Amendment and Subdivision Plat Approval, including engineering, legal, and all related, consistent with the rules, regulations, and Ordinance requirements of the Town of Cedar Lake.
6. Contingent upon the Christopher B. Burke Engineering Letter of comments and requirements dated September 19, 2023.
7. Contingent upon review and verification of project parcel legal description presented.
8. Contingent upon the Town's Attorney and Schilling's Attorney finalizing the legal language in the Planned Unit Development Documents

ALL OF WHICH IS HEREBY APPROVED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2023.

TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA,  
PLAN COMMISSION

By: \_\_\_\_\_  
John Kiepora, President

ATTEST:

\_\_\_\_\_  
Cheryl Hajduk, Recording Secretary

# LAKE SIDE SOUTH EXHIBIT - DESCRIPTION

PARCEL DESCRIPTION:

SHEET 1 OF 2

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 25, ALL OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 LYING SOUTH AND EAST OF THE CENTER LINE OF FOUNDERS CREEK AND PART OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 12 MINUTES 05 SECONDS EAST (BASIS OF BEARINGS ASSUMED), 3308.53 FEET ALONG THE NORTH LINES OF SAID SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 25 TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS WEST, 2649.55 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 680.48 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066862, RECORDED SEPTEMBER 24, 2012 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 340.34 FEET ALONG THE EAST LINE OF SAID FORD LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 351.37 FEET ALONG THE NORTH LINE OF SAID FORD LAND TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 337.00 FEET ALONG THE WEST LINE OF SAID FORD LAND AND THE WEST LINE OF LAND DESCRIBED TO DOUGLAS R. FORD IN DOCUMENT NUMBER 2012-066514, RECORDED SEPTEMBER 21, 2012 IN SAID RECORDER'S OFFICE TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 951.82 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED TO RICKEY M. SESSUM AND JACKIE SESSUM IN DOCUMENT NUMBER 96007379, RECORDED FEBRUARY 2, 1996 IN SAID RECORDER'S OFFICE; THENCE NORTH, WEST, AND SOUTH ALONG SAID SESSUM LAND THE FOLLOWING THREE COURSES AND DISTANCES: 1.) NORTH 00 DEGREES 11 MINUTES 49 SECONDS EAST, 208.71 FEET; 2.) NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 208.71 FEET; 3.) SOUTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 14 MINUTES 19 SECONDS WEST, 1047.75 FEET TO THE EAST LINE OF THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 200.00 FEET ALONG LAST SAID EAST LINE; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS WEST, 438.15 FEET TO THE WEST LINE OF THE EAST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SAID WEST LINE ALSO BEING THE EAST LINE OF PLAT "A" SHADES ADDITION, RECORDED IN PLAT BOOK 11, PAGE 13 IN SAID RECORDER'S OFFICE; THENCE NORTH 00 DEGREES 10 MINUTES 21 SECONDS EAST, 755.88 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 02 MINUTES 37 SECONDS WEST, 1160.92 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 34 SECONDS EAST, 438.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE CENTER LINE OF FOUNDERS CREEK; THENCE SOUTHEASTERLY AND NORTHERLY ALONG SAID CENTER LINE APPROXIMATED BY THE FOLLOWING TWENTY SEVEN (27) COURSES AND DISTANCES:

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THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name:  
LAKE SIDE SOUTH  
Job No.: 21-1057  
Drawn By: GAH  
Date: 8/10/23  
Overall Exhibit.dwg  
Sec. 25 & 26-34-9  
Lake County, IN

0' 350' 700'  
SCALE: 1" = 700'



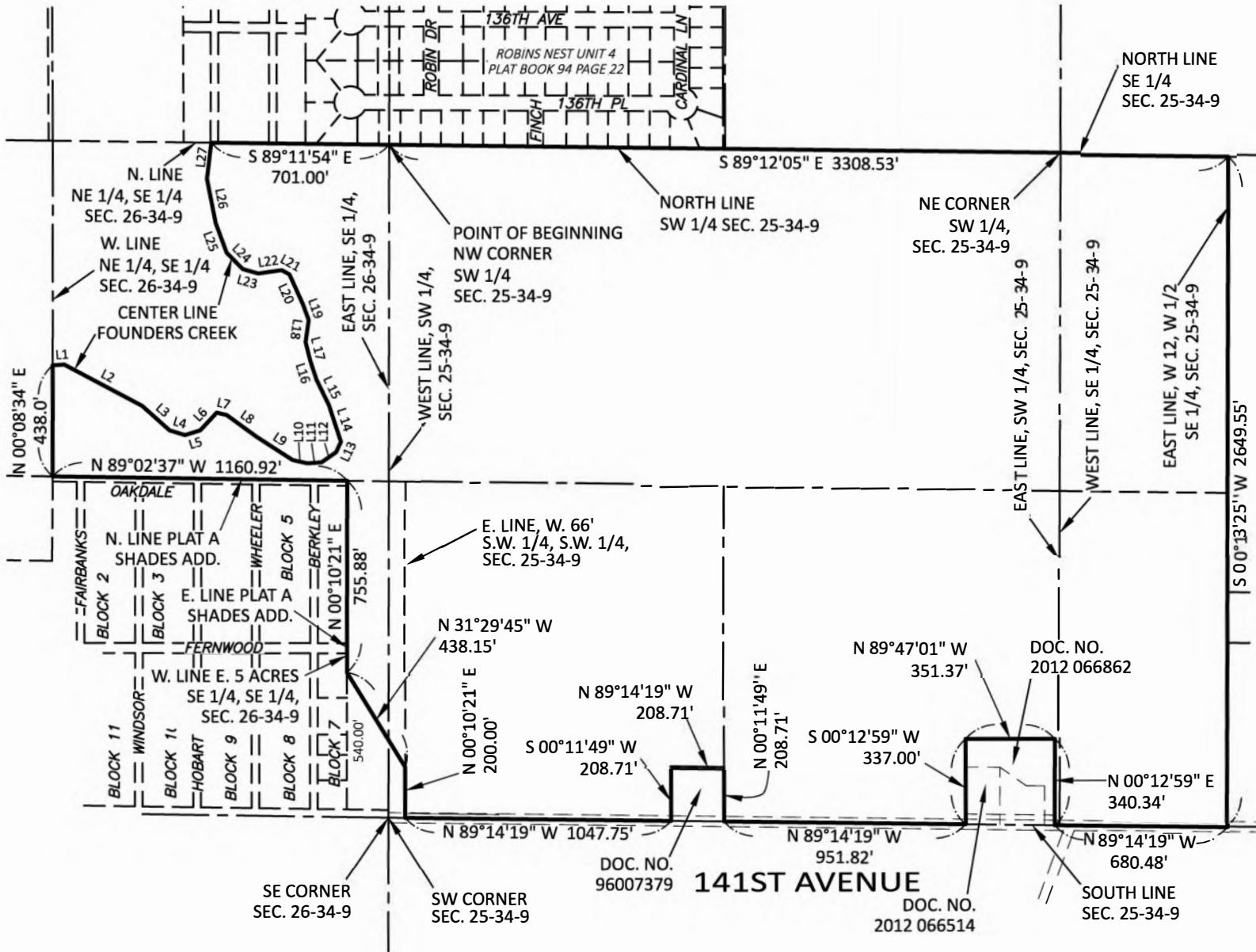
DVG TEAM, Inc  
1155 Troutwine Road  
Crown Point, IN 46307  
Phone: (219) 662-7710  
Fax: (219) 662-2740  
www.dvgteam.com





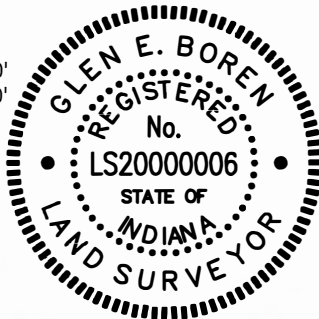
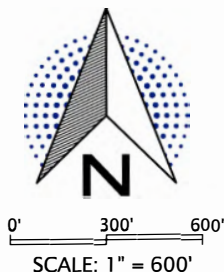
# Exhibit A LAKESIDE SOUTH EXHIBIT - DEPICTION

SHEET 2 OF 2



L1	N 86°30'37\" E 45.29'	L15	N 26°00'00\" W 110.00'
L2	S 62°00'00\" E 348.00'	L16	N 18°00'00\" W 80.00'
L3	S 48°00'00\" E 145.00'	L17	N 14°00'00\" W 75.00'
L4	S 73°00'00\" E 63.00'	L18	N 08°00'00\" E 88.00'
L5	N 73°00'00\" E 63.00'	L19	N 20°00'00\" W 65.00'
L6	N 43°00'00\" E 95.00'	L20	N 24°00'00\" W 130.00'
L7	S 77°00'00\" E 40.00'	L21	N 61°00'00\" W 35.00'
L8	S 54°00'00\" E 145.00'	L22	S 82°00'00\" W 94.00'
L9	S 57°00'00\" E 170.00'	L23	N 74°00'00\" W 63.00'
L10	S 77°00'00\" E 60.00'	L24	N 45°00'00\" W 90.00'
L11	N 86°00'00\" E 56.00'	L25	N 20°00'00\" W 125.00'
L12	N 55°00'00\" E 70.00'	L26	N 11°00'00\" W 178.00'
L13	N 25°08'54\" E 45.00'	L27	N 07°00'00\" E 143.00'
L14	N 18°00'00\" W 153.00'		

Reference Name:  
LAKESIDE SOUTH  
Job No.: 21-1057  
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**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**ORDINANCE NO. 1480**

**AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1436 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2023, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1436** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2023**; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1436** are necessary and appropriate based upon circumstances reported to the Town Council, and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1436** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE:** That the following assignments and compensations be amended and added to the Section entitled Parks and Rec in Town Ordinance No. 1436, as amended from time to time, to read and provide as follows:

**Parks and Rec**

On-Call Duty – A scheduled employee will be paid \$50.00. The employee shall be compensated for a minimum of one (1) hour of work when called in.

**SECTION TWO:** That this amendment shall be for the pay period beginning November 19, 2023.

**SECTION THREE:** That all existing Ordinances, or parts thereof, in conflicts with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION FOUR:** If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

**SECTION FIVE:** That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE  
TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 21<sup>st</sup> DAY OF  
NOVEMBER, 2023.**

**TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA,  
TOWN COUNCIL**

\_\_\_\_\_  
Richard Sharpe, President

\_\_\_\_\_  
John Foreman, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
Julie Rivera, Member

\_\_\_\_\_  
Nick Recupito, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Colleen Schieben, Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500


November 5, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Letter of Credit No. [REDACTED] (the Credit), for Beacon Pointe East Phase 3, which is attached hereto in the amount of Forty-Two Thousand Two Hundred Twenty-Six and 69/100 Dollars (\$42,226.69), dated November 5, 2023 in your favor. This will certify that Paul Rodriguez, Vice President, Business Banker, is authorized to provide and execute the attached Irrevocable Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

  
Gregory Bracco, SVP  
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500

**IRREVOCABLE LETTER OF CREDIT No. [REDACTED]**

Amount \$42,226.69

Expiration Date: November 5, 2026

Date: November 5, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Ave  
Cedar Lake, IN 46303

RE: Beacon Pointe East  
Phase 3

Gentlemen:

Please be advised that Peoples Bank (Issuer) has established a Forty-Two Thousand Two Hundred Twenty-Six and 69/100 Dollars (\$42,226.69) Letter of Credit ("Credit") for Beacon Pointe of Cedar Lake, LLC ("Applicant") for The Town of Cedar Lake, IN, (hereinafter referred to as "Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper maintenance of improvements ("Improvements") in the above-entitled subdivision.

The face amount of this Credit shall be reduced from time to time by means of our amendment upon acceptance by the Beneficiary of any of the Improvements. The Beneficiary will notify us in writing that they accepted the specific Improvements and release us from payment hereunder and that the amount of this Credit will be so reduced by such amount.

In the event the Applicant defaults in its obligation to construct and install the Improvements mentioned above, and it becomes necessary for the Beneficiary to make such installation or to complete the same, Peoples Bank will pay any sight drafts up to but not exceeding in the aggregate the amount available under this credit, presented to it prior to 12:00 P.M. November 5, 2026.

We undertake to the Beneficiary to honor the Beneficiary's demand for payment of an amount available under this Credit, upon presentation of a demand for payment in the form of the Demand for Payment attached hereto as **Exhibit A**, and the original of this Credit, at the following place for presentation: 9204 Columbia Avenue, Munster, Indiana, 46321, Attention: Commercial Loan Department, on or before the expiration date. Presentation will be deemed to have occurred upon our receipt of the Demand for Payment and the original of this Credit.

We undertake to make payment to the Beneficiary under this Credit within five (5) business days of receipt by us of a properly presented Demand for Payment. The Beneficiary shall receive payment from us by check, available for collection by the Beneficiary at the place of presentation/wire transfer to a bank account of the Beneficiary, as described in the Demand for Payment.

Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the face amount of this Credit, as such amount may be reduced from time to time, less the aggregate amount of all partial drawings previously paid to the Beneficiary at such time.

Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590.

Sincerely,

A solid black rectangular box used to redact the signature of Paul Rodriguez.

Paul Rodriguez, VP  
Business Banker

PR/ns

**EXHIBIT A**  
**FORM OF DEMAND FOR PAYMENT**

**Date:**

**Letter of Credit Reference Number:**

██████████

**Issuing Bank:**

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321

**Applicant:**

Beacon Pointe of Cedar Lake, LLC  
8900 Wicker Avenue  
St. John, IN 46373

**Beneficiary:**

Town Council  
Town of Cedar Lake  
Town Hall  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

**Re:** Beacon Pointe East Phase 3

**Expiration Date:** November 5, 2026

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary, under the Credit with reference number ██████████ (the "**Credit**"), for the amount of \$ \_\_\_\_\_, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit.

Under this Demand for Payment, the Beneficiary states that:

- The undersigned is authorized to execute this Demand for Payment on behalf of the Beneficiary;
- Applicant is in default of its obligations to adequately construct and complete the Improvements, which are the subject of this Credit;
- The above-stated amount of this Demand for Payment is the amount currently due to Beneficiary from Applicant; and
- The Beneficiary states that the proceeds from this Demand for Payment will be used to satisfy the above-identified obligations.

**OR**

Under this Demand for Payment, the Beneficiary states that:

- The Credit will expire in less than five (5) business days from the date of this Demand for Payment.
- The Issuing Bank has declined to extend the expiration date of the Credit and has given proper notice of such non-extension.

- The funds demanded will act as collateral for the unmatured/contingent obligations of the Applicant with respect to the Improvements.
- The funds demanded will be used to satisfy the obligations of the Applicant with respect to the Improvements.

The Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by check, available for collection at the place of presentation/wire transfer, to the following bank account of the Beneficiary:

NAME, ADDRESS AND ROUTING NUMBER OF BENEFICIARY'S BANK ACCOUNT

NAME OF BENEFICIARY'S ACCOUNT

NUMBER OF BENEFICIARY'S ACCOUNT.

TOWN OF CEDAR LAKE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]  
Subdivision/Entity: Beacon Pointe of Cedar Lake, LLC  
8900 Wicker Avenue  
St. John, Indiana 46373

Accepting the Maintenance Letter of Credit for Beacon Pointe East, Unit 3.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023,  
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL  
TOWN OF CEDAR LAKE, INDIANA

By: \_\_\_\_\_  
Richard Sharpe  
Town Council President

ATTEST:

\_\_\_\_\_  
Jennifer Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer



October 27, 2023

Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, Indiana 46303

Attention: Plan Commission

Subject: Beacon Pointe East – Phase 3  
Maintenance Letter of Credit  
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

CBBEL personnel has completed field inspections and as-built infrastructure reviews within Phase 3 of the Beacon Pointe East Subdivision to determine if all public infrastructure has been satisfactorily installed. We recommend acceptance of Phase 3 public infrastructure and the establishment of a Maintenance Letter of Credit for a period of 3 years. The Maintenance Letter of Credit should be set at \$42,226.69 or 10% of the original cost of improvements. The construction estimate is attached to this letter.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular redaction box covering the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC  
Civil Engineer

Encl. As noted.

cc: Town Manager (via email)  
Planning Director (via email)  
Director of Operations (via email)  
Building Administrator (via email)  
Town Attorney (via email)  
Jack Slager, Schilling (via email)

DCO\  
P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Beacon East\Beacon East PH3 Perf\_Maint 102723.docx

Town of Cedar Lake  
 Beacon Pointe East, Unit 3  
 Recommended Maintenance Letter of Credit as of 10/27/2023  
 Subdivision Improvements Included in the 12/21 Final Plat Portion  
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
<b><u>Sanitary Sewer Improvements</u></b>				
6" SAN SVC - Short	EACH	7	\$ 1,250.00	\$ 8,750.00
6" SAN SVC - Long	EACH	7	\$ 1,750.00	\$ 12,250.00
<b>Sanitary Sewer Subtotal</b>				<b>\$ 21,000.00</b>
<b><u>Watermain Improvements</u></b>				
8" DIP WM	LF	678	\$ 37.00	\$ 25,086.00
12" DIP WM	LF	180	\$ 56.00	\$ 10,080.00
Fire Hydrant	EACH	1	\$ 5,000.00	\$ 5,000.00
8" VB	EACH	2	\$ 2,000.00	\$ 4,000.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	1	\$ 400.00	\$ 400.00
12" VB	EACH	1	\$ 2,200.00	\$ 2,200.00
12" Fittings (Bends, Tees, Crosses, etc...)	EACH	2	\$ 500.00	\$ 1,000.00
1" Service Pipe, Short	EACH	15	\$ 800.00	\$ 12,000.00
1" Service Pipe, Long	EACH	9	\$ 1,400.00	\$ 12,600.00
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00
<b>Watermain Subtotal</b>				<b>\$ 75,366.00</b>
<b><u>Storm Sewer Improvements</u></b>				
48" MH, Type A	EACH	4	\$ 1,900.00	\$ 7,600.00
48" CB, Type A	EACH	7	\$ 2,000.00	\$ 14,000.00
30" INL	EACH	9	\$ 1,500.00	\$ 13,500.00
15" FES (w/ grate and rip-rap apron)	EACH	1	\$ 1,700.00	\$ 1,700.00
24" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,250.00	\$ 2,250.00
12" RCP	LF	714	\$ 25.00	\$ 17,850.00
15" RCP	LF	525	\$ 27.50	\$ 14,437.50
18" RCP	LF	161	\$ 30.00	\$ 4,830.00
24" RCP	LF	76	\$ 40.00	\$ 3,040.00
Sump Connections	EACH	0	\$ 200.00	\$ -
Road Structural Backfill	LF	140	\$ 18.00	\$ 2,520.00
Underdrain at Curb Structure	LF	700	\$ 19.00	\$ 13,300.00
<b>Storm Sewer Subtotal</b>				<b>\$ 95,027.50</b>
<b><u>Roadway Improvements</u></b>				
Aggregate Base Course - 10"	SY	3263	\$ 14.00	\$ 45,682.00
HMA Binder Course - 3"	SY	2920	\$ 10.50	\$ 30,660.00
HMA Surface Course - 1.5"	SY	2920	\$ 5.95	\$ 17,374.00
Tack Coat	LS	1	\$ 2,000.00	\$ 2,000.00
Geogrid	SY	3263	\$ 2.50	\$ 8,157.50
Concrete Curb - Rolled (18")	LF	1691	\$ 17.25	\$ 29,169.75
ADA Ramps/DWEs (Common)	EACH	2	\$ 600.00	\$ 1,200.00
PCC Sidewalk - 4" with Subbase	SF	225	\$ 7.75	\$ 1,743.75
Split Rail Fence	LF	180	\$ 40.00	\$ 7,200.00
Street Lights	LS	3	\$ 5,000.00	\$ 15,000.00
Street Signs	EACH	7	\$ 150.00	\$ 1,050.00
Striping	LS	1	\$ 500.00	\$ 500.00

Description	Unit	Qty	Unit Price	Cost
Roadway Improvements Subtotal				\$ 159,737.00
<b>141st Avenue Roadway Improvements</b>				
<i>Mill Existing Pavement</i>	SY	1000	\$ 5.25	\$ 5,250.00
<i>Excavation for Widening</i>	SY	296	\$ 25.00	\$ 7,400.00
<i>Aggregate Base Course - 10"</i>	SY	404	\$ 38.00	\$ 15,352.00
<i>HMA Binder Course - 3"</i>	SY	296	\$ 20.00	\$ 5,920.00
<i>HMA Surface Course - 1.5"</i>	SY	889	\$ 7.90	\$ 7,023.10
<i>Tack Coat</i>	LS	1	\$ 800.00	\$ 800.00
<i>Geogrid</i>	SY	404	\$ 2.50	\$ 1,010.00
<i>Concrete Curb - B6.12</i>	LF	625	\$ 17.25	\$ 10,781.25
<i>PCC Sidewalk - 4" with Subbase</i>	SF	1600	\$ 7.75	\$ 12,400.00
<i>ADA Ramps/DWEs (Common)</i>	EACH	2	\$ 600.00	\$ 1,200.00
<i>Traffic Control</i>	LS	1	\$ 3,000.00	\$ 3,000.00
<i>Striping</i>	LS	1	\$ 1,000.00	\$ 1,000.00
Roadway Improvements Subtotal				\$ 71,136.35
				.
Improvements				\$ 422,266.85
Maintenance LOC (10%) =				\$ 42,226.69

Note: Italicized items have been inspected, as-built, and accepted.



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500

November 15, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

Ladies and Gentlemen:

Peoples Bank, at the request of Cedar Lake 133, LLC., has provided its Irrevocable Standby Letter of Credit No. [REDACTED] ("Credit") which is attached hereto in the amount of One Million Three Hundred Thirty-Five Thousand Ninety-Four and 04/100 Dollars (\$1,335,094.04), dated November 15, 2023 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,

[REDACTED]

Gregory Bracco, SVP  
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500

## **IRREVOCABLE STANDBY LETTER OF CREDIT**

### **ISSUER'S NAME & ADDRESS:**

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321  
Attention: Commercial Loan Department

**Telephone:** 219-853-7500

**Email:** prodriguez@ibankpeoples.com

### **BENEFICIARY:**

Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

**Telephone:** 219-374-7000

### **APPLICANT**

Cedar Lake 133, LLC  
8900 Wicker Avenue  
St. John, IN 46373

### **SUBDIVISION/DEVELOPMENT AT ISSUE:**

Lakeside Subdivision, Unit 2, Block 1  
133<sup>rd</sup> Avenue & Lakeside Blvd  
Cedar Lake, IN

**Project:** Performance

### **Irrevocable Letter of Credit Number:**



**Total Amount:** \$1,335,094.04

**Issuance Date:** November 15, 2023

**Expiration Date:** November 15, 2025

Ladies and Gentlemen:

**Issuance.** The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit in the Total Amount of:

**\$1,335,094.04**

**Undertaking.** Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Lakeside Subdivision**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

**Original.** The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

**Payment.** Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

**Partial and Multiple Drawings.** Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

**Presentation.** Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

**Agreed Reduction of Total Amount.** Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Lakeside Subdivision**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Lakeside Subdivision", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Irrevocable Standby Letter of Credit is November 15, 2023

**Choice of Law.** This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

**PEOPLES BANK**

[REDACTED]

By: Paul Rodriguez, VP  
Business Banker

**CERTIFICATION**

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Credit and have full authority and all required approval to agree to the issuance of this Credit.

SIGNED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

Sincerely,

ISSUER: PEOPLES BANK

BY: Paul Rodriguez

Paul Rodriguez, VP  
Business Banker



**EXHIBIT A**  
**SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT**  
**REGARDING LAKESIDE SUBDIVISION**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.:** [REDACTED]

**APPLICANT:** Cedar Lake 133, LLC  
8900 Wicker Avenue  
St. John, IN 46373

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department  
Telephone : 219-853-7500  
Email: prodriguez@ibankpeoples.com

**BENEFICIARY:** Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Credit for the amount of \$\_\_\_\_\_, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Irrevocable Standby Letter of Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by check, available for collection at the place of presentation, wire transfer to the following bank account of the Beneficiary:

NAME, ADDRESS AND ROUTING NUMBER OF BENEFICIARY'S BANK ACCOUNT  
NAME OF BENEFICIARY'S ACCOUNT, BENEFICIARY'S ACCOUNT NUMBER

**TOWN OF CEDAR LAKE**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**EXHIBIT B**  
**LETTER OF CREDIT REDUCTION APPROVAL FOR**  
**LAKESIDE SUBDIVISION**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE STANDBY LETTER OF CREDIT:** *(hereinafter, ILOC)*

Number: [REDACTED]  
Date of Issuance: November 15, 2023  
Current Total Amount: \$1,335,094.04  
Current Expiration Date: November 15, 2025

**ILOC REDUCTION APPROVAL No. :** \_\_\_\_\_  
**Total Amount of this ILOC Reduction:** \$ \_\_\_\_\_  
**Total Amount of ILOC after this Reduction :** \$ \_\_\_\_\_

**APPLICANT:** Cedar Lake 133, LLC  
8900 Wicker Avenue  
St. John, IN 46373

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department

**BENEFICIARY:** Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

**TOWN ENGINEER:** \_\_\_\_\_

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Lakeside Subdivision". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

**Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal:** \_\_\_\_\_.

**Beneficiary**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**NAME OF TOWN ENGINEER**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Applicant**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**EXHIBIT B (Continued)**

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF  
CREDIT FOR LAKESIDE SUBDIVISION**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, ILOC). The \_\_\_\_\_ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

**ILOC Reduction Request #:** \_\_\_\_\_

**Original ILOC Amount:** \$1,335,094.04

ILOC Revised Amount after all prior approved reduction(s): \$ \_\_\_\_\_

ILOC Revised Amount after approval of new requested reduction(s): \$ \_\_\_\_\_

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
Total Letter of Credit				

**Revised Improvements Cost Subtotal after Above-Requested New Reduction(s):** \$ \_\_\_\_

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]  
Subdivision/Entity: Cedar Lake 133, LLC  
8900 Wicker Avenue  
St. John, Indiana 46321

Accepting the Performance Letter of Credit for Lakeside, Unit 2 Block 1.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023,  
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL  
TOWN OF CEDAR LAKE, INDIANA

By: \_\_\_\_\_  
Richard Sharpe  
Town Council President

ATTEST:

\_\_\_\_\_  
Jennifer Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer



November 9, 2023

Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Plan Commission

Subject: Lakeside, Unit 2, Block 1  
Final Plat Review #1  
(CBBEL Project No. 060016.00095)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the final plat for Lakeside Unit 2, Block 1 Subdivision located south of 133<sup>rd</sup> Avenue and Lakeside Blvd in the Town of Cedar Lake, Indiana. The development includes 55 residential lots and one outlot. Engineering documents were submitted by DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Lakeside, Unit 2, Block 1" Final Plat (1 Sheet), prepared by DVG, dated November 3, 2023.

CBBEL reviewed the submitted items and concludes the Applicant has satisfactorily addressed all previous comments.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. An estimated cost of construction for the Lakeside Unit 2, Block 1 Subdivision was prepared by CBBEL with supporting documents provided by the Developer/Engineer. The amount is based on the estimate of probable cost for the subdivision and is \$72,660.65. The estimate of probable cost is attached to this letter.

Also requested, CBBEL staff have reviewed the subdivision plans and associated documents for the purpose of establishing the required Performance Letter of Credit for the subdivision. After review, the estimate of probable cost for the subdivision is \$2,422,021.60. CBBEL will eventually base Maintenance Letter of Credit values off this amount. Based on completed and inspected portions of this phase, the Performance Letter of Credit should be established at \$1,335,094.04. Shop drawings should be submitted for review for all signage, posts, and lighting prior to installation to verify compliance with the current version of the MUTCD and Town Ordinances.

The Developer is also required to pay an MS4 inspection fee of \$2,000 since the residential development is greater than 5 acres.

All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular redaction box covering the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl: As noted.

cc: Town Manager (via email)  
Planning Director (via email)  
Director of Operations (via email)  
Building Administrator (via email)  
Town Attorney (via email)  
Jack Slager, Schilling (via email)  
Jack Huls, DVG (via email)

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Town of Cedar Lake  
Lakeside Unit 2, Block 1 Subdivision  
Recommended Performance Letter of Credit as of 11/09/23  
Subdivision Improvements Included in the 11/23 Final Plat Portion  
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
<b>Sanitary Sewer Improvements</b>						
48" SMH	EACH	15	\$ 4,200.00	\$ 63,000.00	75%	\$ 47,250.00
8" PVC SDR 26	LF	3482	\$ 47.00	\$ 163,654.00	75%	\$ 122,740.50
6" SAN SVC - Short	EACH	25	\$ 1,600.00	\$ 40,000.00	75%	\$ 30,000.00
6" SAN SVC - Long	EACH	30	\$ 2,700.00	\$ 81,000.00	75%	\$ 60,750.00
Plug/Grout/Tie-In to Lakeside Unit 1	LS	1	\$ 9,500.00	\$ 9,500.00	75%	\$ 7,125.00
Road Structural Backfill	LF	320	\$ 21.00	\$ 6,720.00	75%	\$ 5,040.00
Testing	LS	1	\$ 5,000.00	\$ 5,000.00	75%	\$ 3,750.00
Sanitary Sewer Subtotal				\$ 368,874.00		
<b>Watermain Improvements</b>						
8" DIP WM	LF	1995	\$ 125.00	\$ 249,375.00	75%	\$ 187,031.25
12" DIP WM	LF	1126	\$ 150.00	\$ 168,900.00	75%	\$ 126,675.00
Fire Hydrant	EACH	7	\$ 8,100.00	\$ 56,700.00	75%	\$ 42,525.00
8" VB	EACH	8	\$ 2,250.00	\$ 18,000.00	75%	\$ 13,500.00
12" VB	EACH	4	\$ 4,100.00	\$ 16,400.00	75%	\$ 12,300.00
12" Fittings (Bends, Tees, Crosses, etc...)	EACH	12	\$ 1,750.00	\$ 21,000.00	75%	\$ 15,750.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	20	\$ 1,500.00	\$ 30,000.00	75%	\$ 22,500.00
1" Service Pipe, Short	EACH	31	\$ 1,100.00	\$ 34,100.00	75%	\$ 25,575.00
1" Service Pipe, Long	EACH	24	\$ 1,650.00	\$ 39,600.00	75%	\$ 29,700.00
Tie-in to existing Valve	EACH	2	\$ 500.00	\$ 1,000.00	75%	\$ 750.00
Testing and Chlorination	LS	1	\$ 7,500.00	\$ 7,500.00	75%	\$ 5,625.00
Road Structural Backfill	LF	240	\$ 21.00	\$ 5,040.00	75%	\$ 3,780.00
Watermain Subtotal				\$ 647,615.00		
<b>Storm Sewer Improvements</b>						
60" MH, Type A	EACH	4	\$ 4,250.00	\$ 17,000.00	25%	\$ 4,250.00
60" CB, Type A	EACH	2	\$ 5,000.00	\$ 10,000.00	25%	\$ 2,500.00
48" MH, Type A	EACH	15	\$ 3,800.00	\$ 57,000.00	25%	\$ 14,250.00
48" CB, Type A	EACH	11	\$ 4,750.00	\$ 52,250.00	25%	\$ 13,062.50
36" INL	EACH	22	\$ 2,000.00	\$ 44,000.00	25%	\$ 11,000.00
12" RCP	LF	3451	\$ 80.00	\$ 276,080.00	25%	\$ 69,020.00
15" RCP	LF	574	\$ 95.00	\$ 54,530.00	25%	\$ 13,632.50
24" RCP	LF	730	\$ 125.00	\$ 91,250.00	25%	\$ 22,812.50
24" FES (w/ grate and rip-rap apron)	EACH	3	\$ 3,000.00	\$ 9,000.00	25%	\$ 2,250.00
Tie into Existing Structures	EACH	3	\$ 1,500.00	\$ 4,500.00	25%	\$ 1,125.00
Road Structural Backfill	LF	575	\$ 18.00	\$ 10,350.00	25%	\$ 2,587.50
Underdrain at Curb Structure (38 @ 50 ft.)	LF	1900	\$ 18.00	\$ 34,200.00	75%	\$ 25,650.00
Storm Sewer Subtotal				\$ 660,160.00		
<b>Roadway Improvements</b>						
Aggregate Base Course - 10"	SY	11576	\$ 14.60	\$ 169,009.60	75%	\$ 126,757.20
HMA Binder Course - 3"	SY	10524	\$ 13.95	\$ 146,809.80		
HMA Surface Course - 1.5"	SY	10524	\$ 8.30	\$ 87,349.20		
Tack Coat	SY	10524	\$ 0.40	\$ 4,209.60		
Geogrid	SY	11576	\$ 1.90	\$ 21,994.40	75%	\$ 16,495.80
Concrete Curb - Rolled (18")	LF	5700	\$ 18.80	\$ 107,160.00	25%	\$ 26,790.00
Backfill Curbs	LF	5700	\$ 0.80	\$ 4,560.00		
ADA Ramps/DWEs (Common)	EACH	1	\$ 1,000.00	\$ 1,000.00		
PCC Sidewalk - 4" with Subbase (140 ft)	SF	78	\$ 10.00	\$ 780.00		
Street Lights	LS	6	\$ 5,000.00	\$ 30,000.00		
Street Signs	EACH	30	\$ 250.00	\$ 7,500.00		
Roadway Improvements Subtotal				\$ 580,372.60		
<b>Detention Pond Construction/Mass Ex./Misc.</b>						
Detention Basin Excavation/Mass Ex for ROW	LS	1	\$ 150,000.00	\$ 150,000.00	60%	\$ 90,000.00
Soil Erosion Sediment Control	LS	1	\$ 15,000.00	\$ 15,000.00	25%	\$ 3,750.00
Detention Basin/Mass Ex. Subtotal				\$ 165,000.00		
Improvements				\$ 2,422,021.60		
3% Inspection Fee				\$ 72,660.65		
(Already Installed/Inspected)				\$ 1,208,299.75		
Remaining Improvements				\$ 1,213,721.85		
Maximum Reduction (25%) =				\$ 605,505.40		
Performance LOC (110%) =				\$ 1,335,094.04		

Note: Italicized items have been inspected, as-built, and accepted.

Items Fully Removed

Items Partially Removed at Noted Amount



9701 Indianapolis Blvd.  
Highland, IN 46322-2620  
219.922.2406

BUSINESS BANKING

November 15, 2023

Town of Cedar Lake  
Attn: Department of Planning, Zoning and Building  
7408 Constitution Avenue  
Cedar Lake, IN 46303

RE: Phase 1 of the Centennial Villas Subdivision (Cedar Lake Development LLC) – Performance Letter of Credit # [REDACTED] in the amount of \$270,895.46 converting to Maintenance Letter of Credit #01274 in the amount of \$93,460.79.

Ladies and Gentlemen:

In exchange for the enclosed, new Maintenance Letter or Credit [REDACTED] in the amount of \$93,460.79, please accept this letter as authorization to return the **ORIGINAL** Phase 1 of the Centennial Villas Subdivision (Cedar Lake Development LLC) – Performance Letter of Credit #01227 in the amount of \$270,895.46 to a representative of Olthof Homes. Olthof will deliver the original to my attention at the bank.

If you have any questions, please contact me at 219-922-2410 Ext 4317 or via email at [jwillis@centier.com](mailto:jwillis@centier.com).

Sincerely,

[REDACTED]  
Jennifer Willis  
Sr. Vice President, Group Manager  
Business Banking



November 15, 2023

Town of Cedar Lake  
Attn: Department of Planning, Zoning and Building  
7408 Constitution Ave  
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of Cedar Lake Development LLC referred to as Number [REDACTED]

Please acknowledge your receipt of the original document mentioned above by signing where provided below and return to Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana 46410, Attention: Letter of Credit Department.

**CENTIER BANK**

  
**By: Jennifer L. Willis, Senior Vice President**

**TOWN OF CEDARLAKE, LAKE  
COUNTY, INDIANA, a Municipal  
Corporation**

\_\_\_\_\_  
**By: Richard Sharpe**  
**Title: Town Council President**

\_\_\_\_\_  
**Attest By: Jennifer N. Sandberg, IAMC**  
**Title: Clerk-Treasurer**

Received this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



9701 Indianapolis Blvd.  
Highland, IN 46322-2620  
219.922.2406

BUSINESS BANKING

## IRREVOCABLE LETTER OF CREDIT #01274

November 15, 2023

Town of Cedar Lake  
Attn: Department of Planning, Zoning and Building  
7408 Constitution Avenue  
Cedar Lake, IN 46303

Re: Phase 1 of the Centennial Villas Subdivision (Cedar Lake Development LLC) –  
Maintenance Letter of Credit

Ladies and Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Cedar Lake Development LLC up to an aggregate amount of Ninety Three Thousand Four Hundred Sixty & 79/100 Dollars (\$93,460.79) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of Credit No. [REDACTED] dated November 15, 2023.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on November 15, 2026, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

**CENTIER BANK**

[REDACTED]  
BY: Jennifer L Willis  
ITS: Senior Vice President



October 3, 2023

Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Plan Commission

Subject: Centennial Villas, Phase 1 – Maintenance Letter of Credit  
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed record drawings and inspection information from the Town's Public Works staff for the Centennial Villas, Phase 1 subdivision. The Developer has requested that the Performance Letter of Credit be rolled into a Maintenance Letter of Credit. The information and request were reviewed in compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods.

Based on field inspections of the development and as-built infrastructure reviews, we recommend that a Maintenance Letter of Credit be established in the amount of \$93,460.79 for a period of 3 years. The estimate of probable cost is attached.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular redaction box covers the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl: Estimated Cost of Construction

cc: Town Manager – (via email)  
Town Planning Director – (via email)  
Town Director of Operations – (via email)  
Town Building Administrator – (via email)  
Town Attorney – (via email)  
Jeff Yatsko, Olthof – (via email)

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Centennial Villas\L060015.00017 CV1, Perf-Maint LOC 100323.docx

**Town of Cedar Lake**  
**Centennial Villas, Phase 1**  
**Recommended Reduced Performance Letter of Credit as of 10/03/23**  
**Subdivision Improvements Included in the 05/21 Final Plat Portion**  
**(CBBEL Project 060015.00017)**

Description	Unit	Qty	Unit Price	Cost
<b><u>Sanitary Sewer Improvments</u></b>				
48" SMH	EACH	8	\$ 3,250.00	\$ 26,000.00
8" PVC SDR 26	LF	1675	\$ 26.00	\$ 43,550.00
6" SAN SVC - Short	EACH	22	\$ 1,250.00	\$ 27,500.00
6" SAN SVC - Long	EACH	20	\$ 1,750.00	\$ 35,000.00
Tie-in to Existing SAN	EACH	1	\$ 7,250.00	\$ 7,250.00
Road Structural Backfill	LF	345	\$ 23.00	\$ 7,935.00
<b>Sanitary Sewer Subtotal</b>				<b>\$ 147,235.00</b>
<b><u>Watermain Improvements</u></b>				
8" DIP WM	LF	1861	\$ 37.00	\$ 68,857.00
Fire Hydrant	EACH	6	\$ 5,000.00	\$ 30,000.00
8" VB	EACH	6	\$ 2,000.00	\$ 12,000.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	14	\$ 400.00	\$ 5,600.00
1" Service Pipe, Short	EACH	20	\$ 800.00	\$ 16,000.00
1" Service Pipe, Long	EACH	22	\$ 1,400.00	\$ 30,800.00
Tie in at 12" Valve	EACH	1	\$ 7,500.00	\$ 7,500.00
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00
Road Structural Backfill	LF	150	\$ 21.00	\$ 3,150.00
<b>Watermain Subtotal</b>				<b>\$ 176,907.00</b>
<b><u>Storm Sewer Improvements</u></b>				
84" MH, Type A	EACH	1	\$ 5,500.00	\$ 5,500.00
72" MH Type A	EACH	3	\$ 4,500.00	\$ 13,500.00
48" MH, Type A	EACH	17	\$ 1,900.00	\$ 32,300.00
30" INL	EACH	6	\$ 1,500.00	\$ 9,000.00
12" Yard Drain	EACH	2	\$ 1,200.00	\$ 2,400.00
12" FES (w/ grate and rip-rap apron)	EACH	3	\$ 1,250.00	\$ 3,750.00
36" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,800.00	\$ 2,800.00
48" FES (w/grate and rip-rap apron)	EACH	2	\$ 4,000.00	\$ 8,000.00
6" PVC SDR35	LF	216	\$ 17.00	\$ 3,672.00
12" RCP	LF	979	\$ 25.00	\$ 24,475.00
15" RCP	LF	292	\$ 27.50	\$ 8,030.00
36" RCP	LF	557	\$ 60.00	\$ 33,420.00
48" RCP	LF	131	\$ 96.00	\$ 12,576.00
Road Structural Backfill	LF	300	\$ 18.00	\$ 5,400.00
Underdrain at Curb Structure	LF	1000	\$ 19.00	\$ 19,000.00
<b>Storm Sewer Subtotal</b>				<b>\$ 183,823.00</b>
<b><u>Roadway Improvements</u></b>				
Aggregate Base Course - 10"	SY	6758	\$ 14.00	\$ 94,612.00
HMA Binder Course - 3"	SY	5963	\$ 10.50	\$ 62,611.50
HMA Surface Course - 1.5"	SY	5963	\$ 5.95	\$ 35,479.85
Tack Coat	LS	1	\$ 1,250.00	\$ 1,250.00
Geogrid	SY	6758	\$ 2.50	\$ 16,895.00
Concrete Curb - Rolled (18")	LF	3633	\$ 17.25	\$ 62,669.25

Description	Unit	Qty	Unit Price	Cost
ADA Ramps/DWEs (Common)	EACH	1	\$ 600.00	\$ 600.00
PCC Sidewalk - 4" with Subbase (1,150 ft)	SF	5750	\$ 7.75	\$ 44,562.50
Street Lights	LS	9	\$ 5,000.00	\$ 45,000.00
Street Signs	EACH	10	\$ 150.00	\$ 1,500.00
Split Rail Fence	LF	430	\$ 35.00	\$ 15,050.00
<b>Roadway Improvements Subtotal</b>				<b>\$ 380,230.10</b>
<b><u>Detention Pond Construction/Mass Ex./Misc.</u></b>				
Detention Basin Ex/Const, clay tile remove, etc.	CY	2500	\$ 3.25	\$ 8,125.00
Silt Fence	LF	3100	\$ 1.25	\$ 3,875.00
Backfill Curbs	LF	3633	\$ 0.80	\$ 2,906.40
Fine Grade Subgrade	SY	6758	\$ 0.80	\$ 5,406.40
Inlet Protection	EACH	21	\$ 100.00	\$ 2,100.00
Erosion Control Blanket	SF	45000	\$ 0.20	\$ 9,000.00
Park Improvements on Outlot C	LS	1	\$ 15,000.00	\$ 15,000.00
<b>Detention Basin/Mass Ex. Subtotal</b>				<b>\$ 46,412.80</b>
<b>Improvements</b>				<b>\$ 934,607.90</b>
<b>Maintenance LOC (10%) =</b>				<b>\$ 93,460.79</b>



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500

October 31, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, Indiana 46303

Ladies and Gentlemen:

Peoples Bank, at the request of our applicant, Cedar Lake Storage LLC, has provided its Irrevocable Replacement Standby Letter of Credit No. [REDACTED] ("Credit") replacing current Letter of Credit [REDACTED] in your favor, which is attached hereto, in the amount of One Hundred Thirty-Three Thousand One Hundred Eighty-One and 48/100 Dollars (\$133,181.48), dated October 31, 2023, in your favor.

This will certify that Ivy McMurtrey, VP, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit. Upon receipt of the Credit, please return the original Letter of Credit No. [REDACTED] to us.

Sincerely,

Gregory Bracco, SVP  
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center  
9204 Columbia Avenue  
Munster, Indiana 46321  
219.853.7500

## **IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT**

### **ISSUER'S NAME & ADDRESS:**

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321  
Attention: Commercial Loan Department

Telephone: 219-853-7500  
Email: imcmurtrey@ibankpeoples.com

### **BENEFICIARY:**

Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, IN 46303

Telephone: 219-374-7400

### **APPLICANT:**

Cedar Lake Storage LLC  
9019 W. 133<sup>rd</sup> Avenue  
Cedar Lake, IN 46303

### **PROPERTY DESCRIPTION:**

9019 W. 133<sup>rd</sup> Avenue  
Cedar Lake, IN 46303  
Tax ID No. 45-15-22-389-003.000-014  
Cedar Lake Storage, LLC  
Doc. No. 2020-078976

**Irrevocable Replacement Letter of Credit  
No:** [REDACTED]

**Replacing Letter of Credit No.**  
[REDACTED]

**Total Amount:** \$133,181.48

**Issuance Date:** October 31, 2023

**Expiration Date:** October 31, 2024

Ladies and Gentlemen:

**Issuance.** The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Credit which is issued in replacement of, and substitution for, Credit No. CL7591LC in the total amount of:

\$133,181.48

Beneficiary shall return the original copy of Irrevocable Standby Letter of Credit No. [REDACTED] to Issuer.

**Undertaking.** The Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Cedar Lake Storage LLC** marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

**Original.** The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

**Payment.** Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

**Partial and Multiple Drawings.** Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

**Presentation.** Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

**Agreed Reduction of Total Amount.** Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Cedar Lake Storage LLC**", in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Cedar Lake Storage LLC", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

**Expiration Date.** The expiration date of this Credit is October 31, 2024.



**Choice of Law.** This Irrevocable Replacement Standby Letter of Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an Officer of Peoples Bank.

Sincerely,

PEOPLES BANK

[REDACTED]

By: Ivy McMurtrey, VP  
Business Banker

**CERTIFICATION**

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Irrevocable Replacement Standby Letter of Credit and have full authority and all required approval to agree to the issuance of this Irrevocable Replacement Standby Letter of Credit.

SIGNED AND DATED THIS 31st DAY OF OCTOBER, 2023

ISSUER: PEOPLES BANK

Sincerely,

[REDACTED]

By: Ivy McMurtrey, VP  
Business Banker

**EXHIBIT A**  
**SIGHT DRAFT FOR IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT  
REGARDING CEDAR LAKE STORAGE LLC**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT No.:** [REDACTED]

**APPLICANT:** Cedar Lake Storage LLC  
9019 W. 133<sup>rd</sup> Avenue  
Cedar Lake, IN 46303

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department  
Telephone : 219-853-7500  
Email: imcmurtrey@ibankpeoples.com

**BENEFICIARY:** Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, IN 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Letter of Credit for the amount of \$\_\_\_\_\_, which constitutes a full/partial payment of the funds available to the Beneficiary under the Letter of Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure, which is the subject of the above-referenced Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by check, available for collection at the place of presentation, wire transfer to the following bank account of the Beneficiary:

NAME, ADDRESS AND ROUTING NUMBER OF BENEFICIARY'S BANK ACCOUNT  
NAME OF BENEFICIARY'S ACCOUNT, BENEFICIARY'S ACCOUNT NUMBER

TOWN OF CEDAR LAKE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**LETTER OF CREDIT REDUCTION APPROVAL FOR**  
**CEDAR LAKE STORAGE LLC**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT:** *(hereinafter, Credit)*

Number: [REDACTED]  
Date of Issuance: October 31, 2023  
Current Total Amount: \$133,181.48  
Current Expiration Date: October 31, 2024

**CREDIT REDUCTION APPROVAL No. :** \_\_\_\_\_  
**Total Amount of this Credit Reduction:** \$ \_\_\_\_\_  
**Total Amount of Credit after this Reduction :** \$ \_\_\_\_\_

**APPLICANT:** Cedar Lake Storage LLC  
9019 W. 133<sup>rd</sup> Avenue  
Cedar Lake, IN 46303

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department

**BENEFICIARY:** Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, IN 46303

**TOWN ENGINEER:** \_\_\_\_\_

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the Credit for Cedar Lake Storage LLC. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced Credit as indicated by the attached Worksheet.

**Per the attached Worksheet, the new "Total Amount" of the Credit shall now equal:** \_\_\_\_\_.

**Town of Cedar Lake (Beneficiary)**

**NAME OF TOWN ENGINEER**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Cedar Lake Storage LLC**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**EXHIBIT B (Continued)**

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE REPLACEMENT STANDBY  
LETTER OF CREDIT FOR CEDAR LAKE STORAGE LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Replacement Standby Letter of Credit (*hereinafter*, Credit). The \_\_\_\_\_ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

**Credit Reduction Request #:** \_\_\_\_\_

**Original Credit Amount:** \$133,181.48

Credit Revised Amount after all prior approved reduction(s): \$ \_\_\_\_\_

Credit Revised Amount after approval of new requested reduction(s): \$ \_\_\_\_\_

Item of Improvement	Original Cost Estimate	Previous Credit Reductions	Amount of New Credit Requested Reduction	Credit Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
Total Letter of Credit				

**Revised Improvements Cost Subtotal after Above-Requested New Reduction(s):** \$ \_\_\_\_

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]  
Subdivision/Entity: Cedar Lake Storage LLC  
9019 W 133<sup>rd</sup> Avenue  
Cedar Lake, Indiana 46303

Accepting the Performance Letter of Credit for Cedar Lake Storage Private Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023,  
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL  
TOWN OF CEDAR LAKE, INDIANA

By: \_\_\_\_\_  
Richard Sharpe  
Town Council President

ATTEST:

\_\_\_\_\_  
Jennifer Sandberg, IAMC, CMC, CPFIM  
Clerk-Treasurer

**Town of Cedar Lake**  
**Building, Planning and Zoning Department**  
7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303  
Tel (219) 374-7000 – Fax (219) 374-8588



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November 16, 2023

Town Councilmembers,

Please note, for the Cedar Lake Storage Private Performance Letter of Credit there was not an engineering review letter for the increase in the amount of the letter from \$113,181.48. This was discussed at the October 18, 2023 Plan Commission Public meeting that the Private Performance Letter of Credit would need to be increased by \$20,000 to cover any potential towing that would need to occur should the Town need to complete the paving of the gravel in Cedar Lake Storage. This amount was agreed to by the Petitioner and accepted by the Plan Commission on a unanimous vote to approve their request and the increase to the Letter of Credit.

With the increase of \$20,000, the new amount for the Private Performance Letter of Credit is \$133,181.48.

Thank you,

Ashley Abernathy  
Planning Director



October 11, 2023

Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Town Council

Subject: 2023 CDBG Lynnsway ADA Improvement Project  
(CBBEL Project No. 06-00015)

Dear Council Members:

Below you will find the bid tabulation summary for the 2023 CDBG Lynnsway ADA Improvements project. The final Engineer's Estimate of Probable Cost was \$74,210.00. This project will complete all ADA improvements within the Lynnsway Subdivision. The total bid for each potential Contractor is shown below:

**Unit Cost Bids for Project**

<b>Contractor</b>	<b>Bid</b>
Milestone Contractors North, Inc.	\$167,167.00
H3 Concrete, Inc.	\$78,345.00
Gariup Construction Co., Inc.	\$113,800.00

As can be seen from the table above, the apparent low bidder for the project at a total unit cost bid price of \$78,345.00 is H3 Concrete, Inc. The low bidder did not provide a preliminary construction schedule or Pre-Qualification with the Indiana Public Works Certification Board documentation. However, the low bidder did provide a pre-qualification document for work with INDOT. Given the supplemental pre-qualification information provided and minor omission of the preliminary schedule; we recommend that both items be waived. As this appears to be the lowest, responsive, and responsible bid for the project, we recommend that the subject contract be awarded to H3 Concrete, Inc.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular redaction box covering the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl: Bid Tabulation

cc: Town Manager  
Clerk-Treasurer  
Director of Operations

DCO\  
P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2023 Lynns way ADA Ramp R&R (CDBG)\L060015 - CDBG Lynns way  
Award 101123.docx



Christopher B. Burke Engineering, LLC  
2100 Main Street - Suite 314  
Crown Point, IN 46307

PROJECT: 2023 CDBG Lynnsway  
CLIENT: Town of Cedar Lake, IN  
PROJECT NO.: 060015  
DATE: 10/11/2023

Bid Tabulation

				CBBEL Engineer's Estimate		Milestone Contractors North, Inc.		H3 Concrete, Inc.		Gariup Construction, Co., Inc.	
Item#	Item Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,056.00	\$ 8,056.00	\$ 1,200.00	\$ 1,200.00	\$ 35,000.00	\$ 35,000.00
2	CURB & GUTTER, REMOVAL	LF	295	\$ 25.00	\$ 7,375.00	\$ 46.00	\$ 13,570.00	\$ 19.90	\$ 5,870.50	\$ 20.00	\$ 5,900.00
3	CONCRETE SIDEWALK, REMOVAL	SYS	210	\$ 27.00	\$ 5,670.00	\$ 64.00	\$ 13,440.00	\$ 29.50	\$ 6,195.00	\$ 25.00	\$ 5,250.00
4	CURB & GUTTER, CONCRETE, ROLLED	LF	295	\$ 42.00	\$ 12,390.00	\$ 95.00	\$ 28,025.00	\$ 46.30	\$ 13,658.50	\$ 60.00	\$ 17,700.00
5	SIDEWALK, CONCRETE, 4"	SYS	110	\$ 65.00	\$ 7,150.00	\$ 191.50	\$ 21,065.00	\$ 75.30	\$ 8,283.00	\$ 110.00	\$ 12,100.00
6	CURB RAMP, CONCRETE, 4"	EA	15	\$ 2,000.00	\$ 30,000.00	\$ 3,500.00	\$ 52,500.00	\$ 2,207.60	\$ 33,114.00	\$ 1,250.00	\$ 18,750.00
7	COMPACTED AGGREGATE, NO 53 BASE, UNDISTRIBUTED	TON	65	\$ 25.00	\$ 1,625.00	\$ 179.00	\$ 11,635.00	\$ 25.00	\$ 1,625.00	\$ 60.00	\$ 3,900.00
8	HMA, SURFACE PATCH, TYPE B, 3"	TON	12	\$ 450.00	\$ 5,400.00	\$ 874.50	\$ 10,494.00	\$ 613.30	\$ 7,359.60	\$ 600.00	\$ 7,200.00
9	MANHOLE CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	4	\$ 250.00	\$ 1,000.00	\$ 595.50	\$ 2,382.00	\$ 110.00	\$ 440.00	\$ 750.00	\$ 3,000.00
10	SPRINKLER SYSTEM, REPAIR/ADJUST, UNDISTRIBUTED	EA	2	\$ 300.00	\$ 600.00	\$ 3,000.00	\$ 6,000.00	\$ 300.00	\$ 600.00	\$ 2,500.00	\$ 5,000.00
BID TOTALS				\$	74,210.00	\$	167,167.00	\$	78,345.60	\$	113,800.00

(Low Bidder)

Engineer's Estimate Notes and Assumptions:

- 1

All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LLC does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2

All costs are in 2023 dollars.
- 3

This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials and supply chain issues as a result of natural or man made disasters.
- 4

This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.
- 5

This estimate does not include any costs associated with land acquisition.

DATE: November 9, 2023

TO: Jennifer Sandberg, Clerk-Treasurer, Town of Cedar Lake, IN

From: Sue Haase, Utility Accounting/Financial Specialist, Town of Cedar Lake, IN

RE: Funding Sources for CCMG Project – Shades Subdivision Improvements

---

I was tasked with creating a funding source and tracking template for the above noted CCMG Project. The total project inclusive of a pending change order and construction observation amounts to \$2,007,282.77. The project engineer broke this total down into Roadway (\$1,045,670.77) versus non-roadway (\$961,612.00) costs for the purpose of spending CCMG and MVH – Restricted Funds solely for roadway costs.

The following table sets forth the funding sources and associated amounts to be paid from the sources:

Roadway	\$ 1,045,670.77	
Less: Fund #808 - Grant	\$ (831,600.00)	
Net Unfunded Roadway Costs	\$ 214,070.77	
Add: Unfunded Non-Roadway Costs	\$ 785,291.00	
Add: Allocated Construction Observation Costs	\$ 176,321.00	<u>Running Balance</u>
Gross Unfunded Project Costs	\$ 1,175,682.77	\$ 1,175,682.77
LESS - Proposed Funding Sources:		
Fund #270 - Rose Garden Fund	\$ (153,676.98)	\$ 1,022,005.79
Fund #105 - Casino	\$ (150,000.00)	\$ 872,005.79
Fund #111 - CEDIT	\$ (273,321.00)	\$ 598,684.79
Fund #203 - Motor Vehicle Restricted	\$ (458,684.79)	\$ 140,000.00
Fund # 633 - WWTP Special	\$ (70,000.00)	\$ 70,000.00
Fund # 654 - Storm Water Capital Improvement	\$ (70,000.00)	\$ -

Therefore for the Contractor's Gross Pay Request #1 in the gross amount of \$181,722.50, I would propose to pay \$153,676.98 from Fund #270 – Rose Garden Fund, \$9,873.27 from Fund #654 – SW Capital Improvement and the retainage amount of \$18,172.25 is held until the project engineer approves release. None of the costs included in the current pay request have been noted to be attributable to roadway costs so no CCMG or MVH – Restricted Funds have been used.

If you have questions please let me know.

TOWN OF CEDAR LAKE, IN  
MORSE STREET WATER MAIN EXTENSION

Project Costs - Gatlin Plumbing & Heating, Inc. - Includes Construction Contingency	\$ 900,000.00	
Appraisals, Easements, Engineering	28,968.75	Already paid from Fund #644
Construction Observation Costs - CBBEL	<u>33,779.00</u>	
Total Project Costs	<u>\$ 962,747.75</u>	
Funding		
#644 - Water Development 2022 Cause No. 45606	\$ 686,690.00	
#804 - REDEV:TIF-WKR/133 Alloc	<u>276,057.75</u>	
Total Funding	<u>\$ 962,747.75</u>	



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758  
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

**Eric Holcomb, Governor**  
**Michael Smith, Commissioner**

November 03, 2023

Cedar Lake  
Richard Sharpe  
7408 Constitution Avenue, PO Box 707  
Cedar Lake, IN 46303

RE: Community Crossing Matching Grant Fund 2023-2

Dear Richard Sharpe:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2023-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$87,200.00 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). INDOT will be transmitting an award letter in the upcoming weeks.

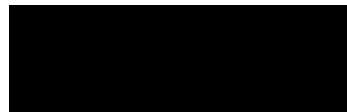
The Community Crossings Matching Grand Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,



Eric J. Holcomb, Governor



Michael Smith, INDOT Commission

Chad Naylor

Cnaylor@hanover.k12.in.us

219-374-3900

10/24/2023

To whom it may concern,

I hope this letter finds you well. As the automotive teacher at Hanover Central High School, I am writing to request your support in our mission to provide valuable hands-on learning experiences for our students. We are seeking vehicle donations to enhance our automotive education program, and we believe that the Town of Cedar Lake Police can play a crucial role in helping us achieve our goals.

At Hanover Central, we are dedicated to preparing our students for successful futures, and our automotive program is an essential part of that mission. By teaching our students the technical and practical aspects of automotive maintenance and repair, we equip them with valuable skills and knowledge that can lead to fulfilling career opportunities in the automotive industry.

Our program's success largely depends on the availability of a variety of vehicles that our students can work on. These vehicles serve as the perfect learning tools, allowing our students to gain hands-on experience in diagnosing and fixing various automotive issues. Donated vehicles, especially those that have been retired from active police service, can provide our students with unique challenges and learning opportunities, such as working on specialized police equipment.

We kindly request the Police Departments assistance in acquiring a decommissioned police vehicle or any other suitable automobile that you may consider donating to our program. By contributing to our automotive education program, you will not only be helping our students develop valuable skills, but you will also be investing in the future of our community. The knowledge and experience our students gain through this program can have a lasting impact on their lives and future careers.

If you choose to make a vehicle donation, we can assure you that it will be put to good use. We will ensure that the vehicle is maintained and used solely for educational purposes, giving our students the opportunity to learn from a real-world example of a police vehicle.

Furthermore, we would be more than happy to acknowledge your generous donation through our school's communication channels and during our automotive program events. We believe it's essential to recognize and thank those who support us in achieving our educational goals.

Please let us know if you have any questions or would like to discuss this matter further. We can be reached at [Cnaylor@hanover.K12.in.us](mailto:Cnaylor@hanover.K12.in.us) or 708-917-5857. We are thankful for your consideration and hope that you can assist us in providing an exceptional education to our students.

Sincerely,

A solid black rectangular box used to redact the signature of Chad Naylor.

Chad Naylor

Automotive Instructor

Hanover Central High School

## ***Town of Cedar Lake***

### ***Office of the Town Council***

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303

Tel (219) 374-7400 – Fax (219) 374-8588



## **PUBLIC NOTICE PRESS RELEASE**

Applications are being solicited for Boards and Commissions with the following vacancies, stating political affiliation where applicable:

- Board of Safety – Three (3) vacancies – No more than 2 Republicans or Democrats
- Park Board – One (1) vacancy – Democratic affiliation
- Plan Commission – Two (2) vacancies – 1 Republican and 1 Democrat
- Stormwater Board– One (1) vacancy – Republican or Democrat affiliation
- Unsafe Board - One (1) vacancy - No affiliation requirement
- Building Corporation – Three (3) vacancies – No affiliation requirement

Interested residents may pick up an application at the Cedar Lake Town Hall located at 7408 Constitution Avenue from 8:00 am until 5:00 pm, Monday through Friday, excluding holidays, or online at [www.cedarlakein.org](http://www.cedarlakein.org).

Applications may be submitted in person at the Town Hall or emailed to [townmanager@cedarlakein.org](mailto:townmanager@cedarlakein.org). Proof of residency is required and political affiliation, where applicable. The application deadline is December 21, 2023.

TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, TOWN COUNCIL

/s/ Richard Sharpe  
Town Council President

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact Town Hall at (219) 374-7400.*

*Note: This notice was posted in the Town Hall and transmitted to the following: Town Council, Clerk-Treasurer and Press.*



November 14, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Avenue  
P.O. Box 707  
Cedar Lake, Indiana 46303

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 2 – Cedar Lake Dredging  
Pay Request No. 6  
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #6 in the amount of \$547,747.74 submitted by Dredge America, Inc. dated October 31, 2023. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$547,747.74	\$3,522,677.64
Less Retainage:	\$54,774.77	\$352,267.76
Balance:	\$492,972.97	\$3,170,409.88
Less Previous Payments:	n/a	\$2,677,436.91
Amount Due This Payment:	<b>\$492,972.97</b>	\$492,972.97

Please find attached copies of Invoice #6 from Dredge America, Inc. and the Pay Estimate #6 Report from CBBEL. Dredge quantities are estimated. An as-built survey will be required at the "close-out" of each dredge area as noted in the construction plan set. Any



adjustments to the dredge sediment quantity for each area will be made at that time and as necessary. Waivers of lien have been provided for Invoices #4 and #5.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular box redacting the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC  
Town Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Sam Robinson – Dredge America  
Brad Miller – Dredge America  
TJ Gordon – CBBEL

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#6\Dredge CBBEL Pay App Review #6\_111423.docx

TOWN OF CEDAR LAKE, IN  
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, In.  
DATE: 11/13/2023  
ESTIMATE NO. 6  
PROJECT: Cedar Lake Dredging  
PROJECT #: 220178

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 675,000.00	\$ 675,000.00	0.00	\$ -	0.70	70.0%	\$ 472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	\$ 100,000.00	\$ 100,000.00	10.35%	\$ 10,347.58	0.58	58.4%	\$ 58,404.25
3	AS-BUILT SURVEY	1	LS	\$ 100,000.00	\$ 100,000.00	10.0%	\$ 10,000.00	0.15	15.0%	\$ 15,000.00
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$ 100,000.00	\$ 100,000.00	10.35%	\$ 10,347.58	0.58	58.4%	\$ 58,404.25
5	DREDGING SEDIMENT	439,090	CYS	\$ 11.38	\$ 4,996,844.20	45,435.20	\$ 517,052.58	256,447.20	58.4%	\$ 2,918,369.14
TOTAL							\$ 547,747.74		TOTAL	\$ 3,522,677.64
Awarded Contract Value:						\$ 5,975,000.00	ORIGINAL CONTRACT			\$ 5,975,000.00
Current Contract Value:						\$ 5,971,844.20	TOTAL CHANGE ORDERS			\$ (3,155.80)
Current Awarded CO Value:						--	REVISED CONTRACT			\$ 5,971,844.20
Projected Total CO's Value:						--	COMPLETED TO DATE			\$ 3,522,677.64
							RETAINAGE		10.00%	\$ 352,267.76
Percent Complete (Awarded):						58.96%	TOTAL EARNED LESS RETAINAGE			\$ 3,170,409.88
Percent Complete (Current):						58.99%	LESS PREVIOUS REQUESTS			\$ 2,677,436.91
							CURRENT AMOUNT DUE			\$ 492,972.97

**Dredge America, Inc.**9555 NW Highway N  
Kansas City, MO 64153

(816) 330-3100

**INVOICE****SOLD TO:**Town of Cedar Lake  
P.O. Box 707  
7408 Constitution Avenue  
Cedar Lake, IN 46303INVOICE NUMBER 3350  
INVOICE DATE October 31, 2023  
PURCHASE ORDER NO  
ORDERED BY  
TERMS NET 30  
DUE DATE November 30, 2023**SHIPPED TO:**Cedar Lake  
Cedar Lake, IN 46303

ITEM NO	DESCRIPTION OF WORK	CURRENT QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED CURRENT APPLICATION
	Dredging Improvements to Cedar Lake, Lake County, IN				
1	Mobilization/Demobilization	0.00	\$675,000.00	\$ 472,500.00	\$ -
2	Construction Engineering	1.00	\$100,000.00	\$ 48,056.67	\$ 10,347.58
3	As-Built Survey	0.00	\$100,000.00	\$ 5,000.00	\$ 10,000.00
4	Operation, Maintenance, Monitoring & Testing of the SDF	1.00	\$100,000.00	\$ 48,056.67	\$ 10,347.58
5	Dredging Sediment	45435.20	\$ 11.38	\$ 2,401,316.56	\$ 517,052.58
			<b>Totals</b>	<b>\$ 2,974,929.90</b>	
				SUBTOTAL	<b>\$ 547,747.74</b>
				RETAINAGE	(54,774.76)
				SALES TAX	0.00
					<b>\$492,972.97</b>
					<b>PAY THIS AMOUNT</b>

**DIRECT ALL INQUIRIES TO:**Keely Brock  
(816) 330-3100  
email: keely@dredgeamerica.com**ELECTRONIC PAYMENT INSTRUCTIONS:**Dredge America, Inc.  
Wells Fargo  
Acct #8435227361  
Routing #101089292**THANK YOU FOR YOUR BUSINESS!**

SCHEDULE OF VALUES



**Cedar Lake, IN**  
Dredging Improvements to Cedar Lake, Lake County, IN

APPLICATION NO.: 6  
APPLICATION DATE: 10/30/23

INVOICE NO.: 6

ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	WORK COMPLETED				MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED*	BALANCE TO FINISH	Retainage Total 10%
						FROM PREVIOUS APPLICATIONS	YARDS FROM PREVIOUS APPLICATIONS	YARDS THIS APPLICATION	THIS PERIOD					
BASE CONTRACT PRICES														
Phase 1														
1	Mobilization/Demobilization	LS	1	\$ 675,000.00	\$ 675,000.00	\$ 472,500.00				\$ -	\$ 472,500.00	70%	\$ 202,500.00	\$ 47,250.00
2	Construction Engineering	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 48,056.67			\$ 10,347.58	\$ -	\$ 58,404.25	58.40%	\$ 41,595.75	\$ 5,840.43
3	As-Built Survey	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 5,000.00			\$ 10,000.00	\$ -	\$ 15,000.00	15%	\$ 85,000.00	\$ 1,500.00
4	Operation, Mainlnence, Monitoring, & Testing Of The SDF	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 48,056.67			\$ 10,347.58	\$ -	\$ 58,404.25	58.40%	\$ 41,595.75	\$ 5,840.43
5	Dredging Sediment	CYS	439,090	\$ 11.38	\$ 4,996,844.20	\$ 2,401,316.56	211,012	45,435	\$ 517,052.58	\$ -	\$ 2,918,369.14	58.40%	\$ 2,078,475.06	\$ 291,836.91
TOTAL THIS APPLICATION					\$ 5,971,844.20	\$ 2,974,929.90			\$ 547,747.74	\$ -	\$ 3,522,677.64	58.99%	\$ 2,449,166.56	\$ 352,267.76

**TOTAL PAYMENT DUE \$ 492,972.97**

## RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 11/10/2023

The undersigned hereby acknowledges receipt of the sum of \$ 551,014.96.

### CHECK ONLY ONE:

☐

1) As partial payment for labor, skill, and material furnished;

☒

2) As payment for all labor, skill, and material furnished or to be furnished (except the

sum of \$ 61,223.88 to be held as retainage or holdback of payment).

☐

3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:

Property/Project Name:	State 2 - Cedar Lake Dredging
Address:	Cedar Lake
City, State, Zip:	Cedar Lake, IN 46303

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property [only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked]. The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors by the undersigned have been paid in full, EXCEPT:

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: 

Name: Keely Brock

Its: CFO

Date: 11/10/2023

*NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership it must be signed by a partner.*

*Please return this lien waiver to:*

Donald Oliphant - Christopher B. Burke Engineering, Ltd.



## RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 11/10/2023

The undersigned hereby acknowledges receipt of the sum of \$ 375,825.11.

### CHECK ONLY ONE:

☐

1) As partial payment for labor, skill, and material furnished;

☒

2) As payment for all labor, skill, and material furnished or to be furnished (except the

sum of \$ 41,758.35 to be held as retainage or holdback of payment).

☐

3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:

Property/Project Name:	State 2 - Cedar Lake Dredging
Address:	Cedar Lake
City, State, Zip:	Cedar Lake, IN 46303

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property [only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked]. The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors by the undersigned have been paid in full, EXCEPT:

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: [Signature]

Name: Keely Brock

Its: CFO

Date: 11/10/2023

*NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership it must be signed by a partner.*

*Please return this lien waiver to:*

Donald Oliphant - Christopher B. Burke Engineering, Ltd.



November 7, 2023

Chris Salatas  
Town of Cedar Lake  
7408 Constitution Ave.  
P.O. Box 707  
Cedar Lake, IN 46303

Subject: **133<sup>rd</sup> Avenue Reconstruction  
Professional Services Proposal**

Dear Mr. Salatas:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional engineering services related to 133<sup>rd</sup> Avenue reconstruction in Cedar Lake, Indiana. The following is our understanding of the assignment, scope of services, and estimated fee in support of the project.

### UNDERSTANDING OF THE ASSIGNMENT

The project will reconstruct approximately 625 linear feet of 133<sup>rd</sup> Avenue west of the Robins Nest subdivision and east of Colfax Street. The reconstruction of 133<sup>rd</sup> Avenue will include raising the roadway and installing a new reinforced concrete box culvert to alleviate flood waters from overtopping the roadway in this area. The roadway reconstruction will be designed to include curb and gutter, and associated storm sewer. The roadway embankment will be widened to allow for future construction of a sidewalk on the south side. A topographic survey of the area has previously been completed by DVG Team, Inc. in July 2022. This survey file will be the basis for our design.

The project will use the Indiana Department of Transportation Local Public Agency Program procedures since the project is receiving federal aid. Our scope of services incorporates the National Environmental Policy Act and INDOT LPA design submittal process.

### SCOPE OF SERVICES

**Task 1 – National Environmental Policy Act Document Development:** Burke will work to develop an environmental study document that meets the guidelines of NEPA for the proposed project. The environmental services work will be in accordance with the Indiana Department of Transportation *Procedural Manual for Preparing Environmental Documents* dated 2008 and revisions thereto, and the most recent INDOT *Categorical Exclusion Manual*. Preparation of the environmental documentation typically includes review of available reference material for the project site and site investigations to confirm the reference material and to photograph and note potential hazardous waste sites, karst features, wetland/“waters of the U.S.” areas, potential historic structures, natural features, and other resources.

In addition, Burke coordinates cultural and historical resources investigations and reports to comply with Section 106 of the National Historic Preservation Act. Coordination with applicable regulatory agencies is a key component of the NEPA process. We incorporate input from these agencies into the project’s final design. The gathered information, including exhibits, site photographs, agency coordination, project plans, and cultural and historical reports, comprises the final Categorical Exclusion document, which is then submitted to INDOT for review and approval.

**Task 1.1 - Red Flag Investigation:** Burke will prepare a Red Flag Investigation Report reflecting a desktop investigation of water resources, mining/mineral exploration sites, cultural resources, community facilities, ecological information, and potentially hazardous material sites. The Red Flag Report preparation will follow INDOT procedures and be submitted to INDOT for review and approval early in the NEPA Document development process.

**Task 1.2 - Field Reconnaissance:** A site visit will be conducted to confirm reference material data, as well as to collect new data for the project area. Environmental resources within and adjacent to the project limits will be photographed and documented. During the site visit, potential hazardous materials, karst features, wetland areas, potential historic structures, natural features, and potential relocations will be identified and documented. In addition, data regarding community recreational resources near the project site will be gathered during this task.

**Task 1.3 - Early Coordination:** Burke will prepare an early coordination letter for distribution to the regulatory agencies and other general consulting parties, usually local governmental officials. The letter will describe the proposed project area, purpose and need, and known environmental considerations. The early coordination letter will include project exhibits and photographs with comments generally expected within 60 days. Burke will record consulting party responses for inclusion in the final NEPA Document.

**Task 1.4 - Section 106 of the National Historic Preservation Act:** Burke will subcontract with INDOT-approved cultural resource professionals to complete the Archaeological and Historic Structures Survey Reports for the project area and submit these reports to INDOT and State Historic Preservation Officer for approval. Following approval, Burke will prepare and distribute summary cultural resources information to the appropriate Section 106 consulting parties. Responses are typically expected from consulting parties within 30 days. Additionally, the necessary public notice activities will be performed. Section 106 documentation, including comments from the public and consulting parties, will be submitted to INDOT and SHPO as part of the final documentation.

**Task 1.5 - NEPA Document Preparation:** Burke will prepare the project NEPA Document and, based on impacts to resources and required right of way, the NEPA document will likely be in the form of a Categorical Exclusion document. The CE document will include the required INDOT report form and appendices for support documents (cultural resource reports, wetland/“waters of the U.S.” report, Red Flag Investigation Report) copies of early coordination correspondence, and additional information in support of the project. The CE document will be submitted to INDOT for review through their electronic document management system. Burke will revise and resubmit the CE based on comments received from INDOT and a final CE will be submitted once the public involvement requirements have been satisfied. Hard copies and electronic copies of the final CE will be provided to the appropriate parties as required in the INDOT *Categorical Exclusion* manual.

**Task 1.6 - Public Involvement:** Burke provides public notice at several points during the design development. Depending on project impacts and amount of temporary and permanent right-of-way required for the project, public notice may take various forms. The public notice(s) will follow the requirements of the most recent INDOT *Public Involvement Manual*.

**Task 1.7 - Permitting:** A wetland delineation has previously been completed for the project area. Impacts to wetlands or “waters of the U.S” (streams) greater than 0.10 acre and/or 300 linear feet of stream would require an Individual Permit from the Indiana Department of Environmental Management and a Regional General Permit from the U.S. Army Corps of Engineers. If impacts exceed one acre of wetland or 1,500 feet of stream, an IP from the USACE would be required. If impacts are limited to less than 0.10 acre and 300 linear feet of stream, the project may qualify for IDEM’s RGP. Impacts over this threshold will require compensatory mitigation. It is assumed that necessary mitigation will be purchased thorough the Indiana State Wetland and Stream Mitigation Program. We anticipate the total disturbance to wetland areas will be over the 0.10-acre threshold but not exceed 0.50 acres.



The results of the wetland field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swing and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms.

If necessary, Burke will prepare and submit a request for a Jurisdictional Determination to the USACE to determine if that agency will regulate on-site waters or wetland. Burke staff will also contact the Indiana Department of Natural Resources or IDEM to request a wetland boundary confirmation site visit.

Burke environmental resources staff will prepare a Nationwide USACE Permit Application for wetland or "waters of the U.S."

*The scope of services for development of NEPA documents is generally limited to that specifically addressed in the tasks above and does not include work associated with Phase I or Phase II Environmental Site Assessments, Phase II or Phase III Archaeological Investigations, Karst Impact Mitigation, Noise Analysis, Air Quality Analysis, Section 4(f) Documentation beyond a De Minimis finding, Endangered Species Act Section 7 Evaluations, Mitigation and Monitoring Plans, or Individual Section 404 Permitting.*

**Task 2 – Geotechnical Services:** Burke will subcontract Advance Engineering Services to provide geotechnical services for the project.

**Task 3 – Utility Coordination:** Burke will perform utility coordination services in accordance with the INDOT Certification Program, 105 IAC 13, the Utility Accommodation Policy, and Indiana Design Manual Ch. 104.

**Task 3.1 - Identification and Notification:** Burke will review available information from 811 tickets and INDOT records to identify known utilities within the project limits. Burke will prepare and send out an initial notice letter of the proposed improvements to known utilities within the project limits. One site visit has been included in this task to verify known utilities within project limits.

**Task 3.2 - Verify Existing Facilities and Conflict Analysis:** Burke will coordinate and share plan sheets with utility companies to verify their facilities are shown accurately. Burke will send a letter to each utility requesting conflict analysis. One site visit has been included in this task to perform preliminary field check with utility companies.

**Task 3.3 - Work Plan Development:** Burke will coordinate with each utility to develop necessary work plans for utility relocations. We will review work plans from utilities for conformance with the proposed design and will prepare and send out utility coordination certification for each utility.

**Task 4 – Coordination with INDOT/Design Submittals/Final Tracings:** Burke will use the INDOT LPA guidance to prepare and submit the design submittals outlined in the INDOT Level One Controlling Criteria Checklist and the Indiana Design Manual. We have based this task with an expectation that the LPA submittal process begins at Stage 3 level per the INDOT LPA guidelines. Burke will revise design documents based on the comments received from INDOT. Upon completion of the INDOT review process, Burke will prepare and submit the final tracings. This task includes coordination and correspondence with the INDOT project manager and/or the preferred INDOT consultant reviewer. Burke has anticipated one progress meeting with the client in this task.

**Task 4.1 – Water Main Design (As Requested):** Burke will design an eight-inch water main extension along 133<sup>rd</sup> Avenue to connect the existing water main that currently terminates at the eastern property limits of Faith Church to the existing water main at the Robins Nest subdivision entrance. Burke will prepare and submit the IDEM Notice of Intent to Construct a Water Main Extension permit application. We recommend that this interconnection be completed during this reconstruction if the Town has funding.

**Task 5 – Letting Assistance:** Burke will assist INDOT in addressing contractor questions and issuing necessary addenda.

### ESTIMATED FEE

We have estimated the total fee for completing this project shall not exceed **\$131,650**, broken down as follows:

Task	Task Name	Fee
Task 1	NEPA Document Development	\$38,960
Task 2	Geotechnical Services	\$10,100
Task 3	Utility Coordination	\$9,950
Task 4	Coordination with INDOT, Design Submittals, Final Tracings	\$58,200
Task 4A	Water Main Design (As Requested)	\$8,200
Task 5	Letting Assistance	\$5,240
	Direct Costs	\$1,000
<b>TOTAL COST</b>		<b>\$131,650</b>

We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services. In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Don Oliphant at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY TOWN OF CEDAR LAKE:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:           Standard Charges for Professional Services  
                              General Terms and Conditions

If the Cedar Lake Town Council requests additional services that are not described in the above Scope of Services, the billing rates will be applied as noted below. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document.

<u>Personnel</u>	<u>(\$/Hr)*</u>
Principal	143
Engineer VI	127
Engineer V	116
Engineer IV	107
Engineer III	102
Engineer I/II	88
Survey V	122
Survey IV	102
Survey III	92
Survey II	83
Survey I	67
Resource Planner V	101
Resource Planner IV	96
Resource Planner III	91
Resource Planner I/II	84
Engineering Technician IV	88
Engineering Technician III	82
Engineering Technician I/II	75
CAD Manager	101
Assistant CAD Manager	95
CAD II	80
GIS Specialist III	92
GIS Specialist I/II	80
Landscape Architect	96
Environmental Resource Specialist V	102
Environmental Resource Specialist IV	100
Environmental Resource Specialist III	95
Environmental Resource Specialist I/II	83
Environmental Resource Technician	80
Administrative	80

#### Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees  
Cost

\*Charges include overhead and profit



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.



Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.



15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

## **TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT**

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 21st day of November, 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Zachary A. Bailey (hereinafter referred to as “Applicant”).

### **RECITALS**

**WHEREAS**, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician (“EMT”)/Paramedic employment position for the Town; and

**WHEREAS**, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

**WHEREAS**, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

**WHEREAS**, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

**WHEREAS**, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

### **COVENANTS**

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification;
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he/she will also be provided with a uniform and other Firefighter/EMT/Paramedic equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Firefighter/EMT/Paramedic terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/EMT/Paramedic for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the



Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

8. The Applicant acknowledges that he/she meets the basic qualifications for employment as set forth below:

- a. U.S. citizen;
- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he/she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his/her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his/her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a Firefighter/EMT/Paramedic for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of \_\_\_ in favor and \_\_\_ against during duly noticed regular public meeting held on the 21st day of November, 2023, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of November, 2023,

**[SIGNATURES ON FOLLOWING PAGE]**

**TOWN OF CEDAR LAKE, LAKE  
COUNTY, INDIANA, a Municipal  
Corporation**

By: \_\_\_\_\_  
Fire Chief (signature)  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date Signed

Approved: \_\_\_\_\_  
Town Council President

Approved \_\_\_\_\_  
Town Clerk-Treasurer

**APPLICANT**

By: \_\_\_\_\_  
Applicant (signature)  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DISBURSEMENT OF FUNDS  
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 7

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$329,930.66** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022A Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022A Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
- (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
- [(5) Such costs are not subject to certification by the architect or engineer.]

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AUTHORIZED REPRESENTATIVE  
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

\_\_\_\_\_  
Town Manager

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #4 – 11/06/2023	\$329,930.66
<b>Total:</b>		\$329,930.66



November 08, 2023

Town of Cedar Lake  
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters  
GM Development, Disbursement Request 11/06/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 11/06/2023 in the amount of \$329,930.66. This amount is to be drawn from the bond proceeds: **\$329,930.66 from bond proceeds.**

**Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$329,930.66.**

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the police headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice presented by the Developer, to the best of our knowledge, information and belief, construction has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer is entitled to the payment of the amount approved.

**Comments:**

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Site Work, Masonry, Structural Steel, Electrical and Plumbing. Percentages billed are appropriate at this time.
2. General Conditions is billed to 30%, which is reasonable at this time. Management is billed to 26%, while Overhead and Profit is at 27%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 29.79%.
3. As this disbursement request only applies to the Police Headquarters, 100% (\$329,930.66) shall be allocated to the Police project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-11/06/2023. Also included is an aerial photo taken on November 10. Please contact me with any questions or comments you may have.

Sincerely,



Lance Snedeker  
Veridus Group


### **Disbursement Request**

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Police Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By:  \_\_\_\_\_  
Gregory W. Martz, Sole Member

Date: 11/6/2023

**Schedule 1**

**PROJECT FUND DISBURSEMENTS**

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$329,930.66



# Cedar Lake Fire Dept HQ and Police Dept HQ

## Request for Payment

**Date:** 11/6/2023

**From:** GM Development Companies LLC  
8561 N 175 E., Springport, IN 47386

**To:** Town of Cedar Lake, Indiana

<b>Original Contract Amount:</b>	\$15,575,000.00
Approved Changes:	\$0.00
Revised Contract Amount:	<u>\$15,575,000.00</u>

<b>Contract Completed to Date:</b>	\$4,499,915.12
Less Previous Requests:	-\$3,599,099.95
Current Request for Payment:	<u>\$900,815.17</u>

<b>Current Billing:</b>	<u>\$900,815.17</u>
Remaining Contract to Bill:	\$11,075,084.88

Check Number with SOV: \$ 11,075,084.88

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief the work covered by this Request for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Requests for Payment were issued, and that current payments requested herein are now due.

Requested by

A black rectangular box redacting the signature of the contractor/developer.

# Cedar Lake Fire Dept HQ and Police Dept HQ

## Schedule of Values

Item #	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Total Paid to Date	Total Remaining	% Complete
<b>Police Department HQ</b>											
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20		\$ 352,956.86	\$ 98,609.73	78.16%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25				\$ 35.78		\$ 1,280.03	\$ 599.97	68.09%
35	Town Contingency	\$ 62,500.00							\$ -	\$ 62,500.00	0.00%
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96					\$ 5,363.96	\$ -	100.00%
55	Exterior Signage	\$ 7,520.00							\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80							\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 165,929.00							\$ -	\$ 165,929.00	0.00%
85	Reserved for Future Use	\$ -							\$ -	\$ -	#DIV/0!
90	Site Demolition and Earthwork	\$ 241,833.26		\$ 92,333.04	\$ 65,020.21	\$ 11,728.20	\$ 15,292.56		\$ 184,374.01	\$ 57,459.25	76.24%
100	Asphalt Paving	\$ 74,241.58					\$ 1,759.47		\$ 1,759.47	\$ 72,482.11	2.37%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12		\$ 23,756.53	\$ 2,623.78		\$ 50,469.43	\$ 2,322.85	95.60%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98		\$ 30,811.99	\$ 25,200.89		\$ 73,181.86	\$ 5,355.14	93.18%
130	Reserved for Future Use	\$ -							\$ -	\$ -	#DIV/0!
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 51,220.66					\$ 25,357.44		\$ 25,357.44	\$ 25,863.22	49.51%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20		\$ 3,749.92			\$ 4,953.12	\$ 3,713.68	57.15%
160	Landscaping	\$ 18,102.90					\$ 1,880.00		\$ 1,880.00	\$ 16,222.90	10.39%
170	Fencing and Gates	\$ 6,016.00							\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86			\$ 7,086.03				\$ 7,086.03	\$ 152,048.83	4.45%
190	Retaining Walls	\$ 70,030.00			\$ 70,030.00				\$ 70,030.00	\$ -	100.00%
200	Site Furnishings	\$ 478.27							\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01							\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77							\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95		\$ 72,938.34					\$ 72,938.34	\$ 97,747.61	42.73%
240	Structural Masonry	\$ 144,309.55				\$ 81,456.99	\$ 50,832.26		\$ 132,289.25	\$ 12,020.30	91.67%
250	Steel Fabrication and Erection	\$ 291,081.53					\$ 92,730.80		\$ 92,730.80	\$ 198,350.73	31.86%
260	Rough Carpentry	\$ 21,730.29							\$ -	\$ 21,730.29	0.00%
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11							\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59							\$ -	\$ 139,941.59	0.00%
290	Rainscreen Exterior Panel System	\$ 82,939.96							\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ -	\$ 68,743.23	0.00%
310	Masonry Veneer	\$ 246,620.23							\$ -	\$ 246,620.23	0.00%
320	Roof Specialties and Accessories	\$ 3,587.04							\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ -	\$ 49,458.51	0.00%
340	Architectural Millwork - Supply	\$ 33,708.21					\$ 3,314.27		\$ 3,314.27	\$ 30,393.94	9.83%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 96,690.66					\$ 5,434.19		\$ 5,434.19	\$ 91,256.47	5.62%
360	Access Doors and Frames - Supply	\$ 1,514.53							\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87							\$ -	\$ 204,352.87	0.00%
380	FRP/Resin/Protection Panels	\$ 318.85							\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31							\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29							\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56		\$ 6,604.25					\$ 6,604.25	\$ 19,533.31	25.27%
420	Toilet Partitions - Supply	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00							\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66							\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08							\$ -	\$ 807.08	0.00%
460	Window Shades and Curtains	\$ 3,938.57							\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60							\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%

490 Reserved for Future Use	\$	-						\$	-	\$	-	#DIV/0!	
500 Fire Sprinkler/Suppression Systems	\$	64,149.83				\$	4,098.78	\$	4,098.78	\$	60,051.05	6.39%	
510 Plumbing Systems	\$	198,561.00		\$	2,155.46	\$	63,974.06	\$	15,389.99	\$	81,519.51	\$ 117,041.49 41.06%	
520 HVAC Systems	\$	421,669.21						\$	-	\$	421,669.21	0.00%	
530 Electrical Systems	\$	511,515.83		\$	2,774.74	\$	4,911.85	\$	31,037.91	\$	74,084.76	\$ 437,431.07 14.48%	
540 Construction Testing	\$	12,408.00		\$	1,796.00			\$	7,223.56	\$	9,019.56	\$ 3,388.44 72.69%	
550 Construction Contingency/Alternates	\$	8,941.25						\$	-	\$	8,941.25	0.00%	
560 Allowance #1 - Winter Conditions	\$	28,200.00						\$	-	\$	28,200.00	0.00%	
570 Allowance #2 - Sanitary and Water Tap Fees	\$	51,268.00		\$	51,268.00			\$	51,268.00	\$	-	100.00%	
580 General Conditions/General Requirements	\$	366,399.59		\$	52,249.22	\$	30,681.18	\$	9,584.06	\$	17,242.00	\$ 109,756.46 \$ 256,643.13 29.96%	
590 Insurance and Bond	\$	143,600.04		\$	143,600.04			\$	143,600.04	\$	-	100.00%	
600 Construction Management/Direct Labor	\$	240,614.43		\$	19,826.95	\$	14,041.84	\$	11,703.62	\$	16,415.05	\$ 61,987.46 \$ 178,626.97 25.76%	
610 Retainage	\$	-		\$	(10,624.29)	\$	(13,673.47)	\$	(6,695.08)	\$	(16,007.76)	\$ (47,000.60) \$ 47,000.60 #DIV/0!	
625 Overhead and Profit	\$	216,162.69		\$	18,763.36	\$	12,319.51	\$	12,381.75	\$	14,422.68	\$ 57,887.30 \$ 158,275.39 26.78%	
635 Owner's Representative (Veridus)	\$	30,401.99	\$	11,773.62	\$	3,964.46	\$	4,093.23	\$	4,090.53	\$	3,964.46	\$ 27,886.30 \$ 2,515.69 91.73%
645 Reserved for Future Use										\$	-	\$ - #DIV/0!	
650 Police Department Total:	\$	5,593,660.50	\$	336,533.93	\$	431,136.98	\$	283,568.63	\$	284,940.68	\$	329,930.66	\$ - \$ 1,666,110.88 \$ 3,927,549.62 29.79%

Fire Department HQ																		
1005	Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	632,693.12	\$	116,715.26	84.43%		
1015	Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95					\$	59.89		\$	2,124.84	\$	995.16	68.10%	
1025	Town Contingency	\$	62,500.00									\$	-	\$	62,500.00	0.00%		
1035	Permits/Utilities	\$	8,901.89			\$	8,901.89					\$	8,901.89	\$	-	100.00%		
1045	Exterior Signage	\$	12,480.00									\$	-	\$	12,480.00	0.00%		
1055	Technology/IT/AV/Telecom	\$	184,111.20									\$	-	\$	184,111.20	0.00%		
1065	FF&E	\$	291,712.00									\$	-	\$	291,712.00	0.00%		
1075	Reserved for Future Use	\$	-									\$	-	\$	-	#DIV/0!		
1080	Site Demolition and Earthwork	\$	401,340.30			\$	153,233.56	\$	107,905.89	\$	19,463.83	\$	25,379.13	\$	305,982.41	\$	95,357.89	76.24%
1090	Asphalt Paving	\$	123,209.42									\$	2,919.98	\$	2,919.98	\$	120,289.44	2.37%
1100	Storm Sewer	\$	87,612.72			\$	39,977.68			\$	39,425.72	\$	4,354.35	\$	83,757.75	\$	3,854.97	95.60%
1110	Site Utilities	\$	130,338.00			\$	28,493.19			\$	51,134.80	\$	41,822.76	\$	121,450.75	\$	8,887.25	93.18%
1120	Reserved for Future Use	\$	-											\$	-	\$	-	#DIV/0!
1130	Lime Stabilization/Unsuitable Soil Removal Allowance	\$	90,004.51									\$	42,082.56	\$	42,082.56	\$	47,921.95	46.76%
1140	Surveying/Staking	\$	14,383.20			\$	1,996.80			\$	6,223.27			\$	8,220.07	\$	6,163.13	57.15%
1150	Landscaping	\$	30,043.10									\$	3,120.00	\$	3,120.00	\$	26,923.10	10.39%
1160	Fencing and Gates	\$	9,984.00											\$	-	\$	9,984.00	0.00%
1170	Site Concrete	\$	264,096.14					\$	11,759.79					\$	11,759.79	\$	252,336.35	4.45%
1180	Retaining Walls	\$	116,220.00					\$	116,220.00					\$	116,220.00	\$	-	100.00%
1190	Site Furnishings	\$	793.73											\$	-	\$	793.73	0.00%
1200	Site Signage and Striping	\$	2,751.59											\$	-	\$	2,751.59	0.00%
1210	Brick Pavers	\$	2,678.17											\$	-	\$	2,678.17	0.00%
1220	Building Concrete	\$	283,266.05					\$	121,046.61					\$	121,046.61	\$	162,219.44	42.73%
1230	Precast Hollow Core (Mezzanine)	\$	24,274.00									\$	24,274.00	\$	24,274.00	\$	-	100.00%
1240	Structural Masonry	\$	239,492.45							\$	135,183.95	\$	84,359.92	\$	219,543.87	\$	19,948.58	91.67%
1250	Steel Fabrication and Erection	\$	483,071.47									\$	153,893.66	\$	153,893.66	\$	329,177.81	31.86%
1260	Rough Carpentry	\$	36,063.03											\$	-	\$	36,063.03	0.00%
1270	Dampproofing/Waterproofing/Air Barrier	\$	42,206.49											\$	-	\$	42,206.49	0.00%
1280	Roofing	\$	232,243.49											\$	-	\$	232,243.49	0.00%
1290	Rainscreen Exterior Panel System	\$	137,645.04											\$	-	\$	137,645.04	0.00%
1300	Aluminum, Glass, Glazing	\$	114,084.51											\$	-	\$	114,084.51	0.00%
1310	Masonry Veneer	\$	409,284.65											\$	-	\$	409,284.65	0.00%
1320	Roof Specialties and Accessories	\$	5,952.96											\$	-	\$	5,952.96	0.00%
1330	Carpentry Installation	\$	82,080.07											\$	-	\$	82,080.07	0.00%
1340	Architectural Millwork - Supply	\$	55,941.29									\$	5,500.27	\$	5,500.27	\$	50,441.02	9.83%
1350	HM Frames, WD/HM Doors and Hardware - Supply	\$	160,465.34									\$	9,018.43	\$	9,018.43	\$	151,446.91	5.62%
1360	Overhead Coiling/Sectional Doors	\$	202,274.50											\$	-	\$	202,274.50	0.00%

1370 Access Doors and Frames - Supply	\$	2,513.47							\$	-	\$	2,513.47	0.00%						
1380 Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81							\$	-	\$	339,138.81	0.00%						
1390 FRP/Resin/Protection Panels	\$	529.15							\$	-	\$	529.15	0.00%						
1400 Flooring	\$	105,134.57							\$	-	\$	105,134.57	0.00%						
1410 Apparatus Bay Floor - Sealed Concrete	\$	2,877.90							\$	-	\$	2,877.90	0.00%						
1420 Painting	\$	64,632.61							\$	-	\$	64,632.61	0.00%						
1430 Signage Package - Supply	\$	43,377.24		\$	10,960.25				\$	10,960.25	\$	32,416.99	25.27%						
1440 Toilet Partitions - Supply	\$	3,968.64							\$	-	\$	3,968.64	0.00%						
1450 Toilet Accessories - Supply	\$	1,747.52							\$	-	\$	1,747.52	0.00%						
1460 Wall Protection and Corner Guards - Supply	\$	1,074.84							\$	-	\$	1,074.84	0.00%						
1470 Fire Extinguishers and Cabinets - Supply	\$	1,339.42							\$	-	\$	1,339.42	0.00%						
1480 Reserved for Future Use	\$	-							\$	-	\$	-	#DIV/0!						
1490 Window Shades and Curtains	\$	6,536.35							\$	-	\$	6,536.35	0.00%						
1500 Flagpoles	\$	14,882.40							\$	-	\$	14,882.40	0.00%						
1510 Roof Fall Protection System	\$	3,968.64							\$	-	\$	3,968.64	0.00%						
1520 Fire Pole and Guardrail System	\$	79,500.00		\$	9,000.00				\$	9,000.00	\$	70,500.00	11.32%						
1530 Sauna	\$	21,200.00							\$	-	\$	21,200.00	0.00%						
1540 Reserved for Future Use	\$	-							\$	-	\$	-	#DIV/0!						
1550 Kitchen Range Hood w Ansul System	\$	7,950.00							\$	-	\$	7,950.00	0.00%						
1560 Fire Sprinkler/Suppression Systems	\$	106,461.41				\$	6,802.22		\$	6,802.22	\$	99,659.19	6.39%						
1570 Plumbing Systems	\$	329,526.76		\$	3,577.15	\$	106,169.71	\$	25,540.83	\$	135,287.69	\$	194,239.07	41.06%					
1580 HVAC Systems	\$	699,791.46							\$	-	\$	699,791.46	0.00%						
1590 Electrical Systems	\$	848,898.60		\$	4,604.88	\$	8,151.59	\$	51,509.71	\$	58,682.99	\$	122,949.17	\$	725,949.43	14.48%			
1600 Construction Testing	\$	20,592.00		\$	2,980.60				\$	11,988.04	\$	14,968.64	\$	5,623.36	72.69%				
1610 Construction Contingency/Alternates	\$	267,904.75							\$	-	\$	267,904.75	0.00%						
1620 Allowance #1 - Winter Conditions	\$	46,800.00							\$	-	\$	46,800.00	0.00%						
1630 Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00		\$	96,886.00				\$	96,886.00	\$	-	100.00%						
1640 General Conditions/General Requirements	\$	608,067.41		\$	86,711.46	\$	50,917.70	\$	15,905.47	\$	28,614.37	\$	182,149.00	\$	425,918.41	29.96%			
1650 Insurance and Bond	\$	238,314.96		\$	238,314.96				\$	238,314.96	\$	-	100.00%						
1660 Construction Management/Direct Labor	\$	399,317.57		\$	32,904.29	\$	23,303.49	\$	24,423.04	\$	27,242.00	\$	107,872.82	\$	291,444.75	27.01%			
1670 Retainage	\$	-		\$	(17,782.89)	\$	(22,692.13)	\$	(28,668.39)	\$	(27,779.78)	\$	(96,923.19)	\$	96,923.19	#DIV/0!			
1685 Overhead and Profit	\$	359,775.31		\$	29,802.12	\$	18,970.61	\$	18,513.93	\$	23,223.89	\$	90,510.55	\$	269,264.76	25.16%			
1695 Owner's Representative (Veridus)	\$	159,598.01	\$	10,973.19	\$	7,195.54	\$	7,066.77	\$	7,069.47	\$	7,195.54	\$	39,500.51	\$	120,097.50	24.75%		
1705 Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	775.52	\$	374.66	\$	749.32	\$	741.46	\$	374.66	\$	3,015.62	\$	1,984.38	60.31%		
1715 Reserved for Future Use									\$	-	\$	-	#DIV/0!						
1720 Fire Department Total:	\$	9,981,339.50	\$	597,647.58	\$	735,809.54	\$	470,151.84	\$	459,310.77	\$	570,884.51	\$	-	\$	2,833,804.24	\$	7,147,535.26	28.39%
Total:	\$	15,575,000.00	\$	934,181.51	\$	1,166,946.52	\$	753,720.47	\$	744,251.45	\$	900,815.17	\$	-	\$	4,499,915.12	\$	11,075,084.88	28.89%

## DRAW SCHEDULE

### Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$9,764,799.34
Feb-23	\$100,418.76	\$9,664,380.58
Mar-23	\$84,049.53	\$9,580,331.05
Apr-23	\$102,111.75	\$9,478,219.30
May-23	\$50,544.00	\$9,427,675.30
Jun-23	\$19,808.46	\$9,407,866.84
Jul-23	\$24,174.92	\$9,383,691.92
Aug-23	\$735,809.54	\$8,647,882.38
Sep-23	\$470,151.84	\$8,177,730.54
Oct-23	\$459,310.77	\$7,718,419.77
Nov-23	\$570,884.51	\$7,147,535.26
Dec-23		\$7,147,535.26
Jan-24		\$7,147,535.26
Feb-24		\$7,147,535.26
Mar-24		\$7,147,535.26
Apr-24		\$7,147,535.26
May-24		\$7,147,535.26
Jun-24		\$7,147,535.26
Jul-24		\$7,147,535.26
Aug-24		\$7,147,535.26

## DRAW SCHEDULE

### Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,491,462.50
Feb-23	\$60,508.74	\$5,430,953.76
Mar-23	\$50,645.23	\$5,380,308.53
Apr-23	\$61,528.87	\$5,318,779.66
May-23	\$30,456.00	\$5,288,323.66
Jun-23	\$11,935.88	\$5,276,387.78
Jul-23	\$19,261.21	\$5,257,126.57
Aug-23	\$431,136.98	\$4,825,989.59
Sep-23	\$283,568.63	\$4,542,420.96
Oct-23	\$284,940.68	\$4,257,480.28
Nov-23	\$329,930.66	\$3,927,549.62
Dec-23		\$3,927,549.62
Jan-24		\$3,927,549.62
Feb-24		\$3,927,549.62
Mar-24		\$3,927,549.62
Apr-24		\$3,927,549.62
May-24		\$3,927,549.62
Jun-24		\$3,927,549.62
Jul-24		\$3,927,549.62
Aug-24		\$3,927,549.62

## DRAW SCHEDULE

### Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$0.00	\$11,075,084.88
Jan-24	\$0.00	\$11,075,084.88
Feb-24	\$0.00	\$11,075,084.88
Mar-24	\$0.00	\$11,075,084.88
Apr-24	\$0.00	\$11,075,084.88
May-24	\$0.00	\$11,075,084.88
Jun-24	\$0.00	\$11,075,084.88
Jul-24	\$0.00	\$11,075,084.88
Aug-24	\$0.00	\$11,075,084.88

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station  
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of THREE HUNDRED TWENTY NINE THOUSAND NINE HUNDRED THIRTY DOLLARS AND SIXTY SIX CENTS (\$329,930.66) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana , through 11/6/2023 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

11/6/2023  
Date

A black rectangular box redacting the signature of the undersigned.

Signature

Greg Martz, Sole Member  
Name and Title

## Cedar Lake Police Department



\*Image taken November 1, 2023



DISBURSEMENT OF FUNDS  
FROM 2022B CONSTRUCTION FUND # 1001031164

Requisition No. 6

Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$570,884.51** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022B Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022B Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
- (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
- [(5) Such costs are not subject to certification by the architect or engineer.]

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AUTHORIZED REPRESENTATIVE  
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

\_\_\_\_\_  
Town Manager



EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #4 – 11/06/2023	\$570,884.51
<b>Total:</b>		\$570,884.51



November 8, 2023

Town of Cedar Lake  
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters  
GM Development, Disbursement Request 11/06/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 11/06/2023 in the amount of \$570,884.51. This amount is to be drawn from the bond proceeds: **\$570,884.51 from bond proceeds.**

**Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$570,884.51.**

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the fire headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice presented by the Developer, to the best of our knowledge, information and belief, construction has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer is entitled to the payment of the amount approved.

**Comments:**

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Site Work, Precast Hollow Core, Masonry, Electrical and Plumbing. Percentages billed are appropriate at this time.
2. General Conditions is billed to 30%, which is reasonable at this time. Management is billed to 27%, while Overhead and Profit is at 25%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 28.39%.
3. As this disbursement request only applies to the Fire Headquarters, 100% (\$570,884.51) shall be allocated to the Firehouse project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-11/06/2023. Also included is an aerial photo of the project taken November 1. Please contact me with any questions or comments you may have.

Sincerely,



Lance Snedeker  
Veridus Group

### **Disbursement Request**

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Fire Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By:   
Gregory W. Martz, Sole Member

Date: 11/6/2023

**Schedule 1**

**PROJECT FUND DISBURSEMENTS**

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$570,884.51

# Cedar Lake Fire Dept HQ and Police Dept HQ

## Request for Payment

**Date:** 11/6/2023

**From:** GM Development Companies LLC  
8561 N 175 E., Springport, IN 47386

**To:** Town of Cedar Lake, Indiana

<b>Original Contract Amount:</b>	\$15,575,000.00
Approved Changes:	\$0.00
Revised Contract Amount:	<u>\$15,575,000.00</u>

<b>Contract Completed to Date:</b>	\$4,499,915.12
Less Previous Requests:	-\$3,599,099.95
Current Request for Payment:	<u>\$900,815.17</u>

<b>Current Billing:</b>	<u>\$900,815.17</u>
Remaining Contract to Bill:	\$11,075,084.88

Check Number with SOV: \$ 11,075,084.88

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief the work covered by this Request for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Requests for Payment were issued, and that current payments requested herein are now due.

Requested by: \_\_\_\_\_



# Cedar Lake Fire Dept HQ and Police Dept HQ

## Schedule of Values

Item #	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Total Paid to Date	Total Remaining	% Complete
<b>Police Department HQ</b>											
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20		\$ 352,956.86	\$ 98,609.73	78.16%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25				\$ 35.78		\$ 1,280.03	\$ 599.97	68.09%
35	Town Contingency	\$ 62,500.00							\$ -	\$ 62,500.00	0.00%
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96					\$ 5,363.96	\$ -	100.00%
55	Exterior Signage	\$ 7,520.00							\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80							\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 165,929.00							\$ -	\$ 165,929.00	0.00%
85	Reserved for Future Use	\$ -							\$ -	\$ -	#DIV/0!
90	Site Demolition and Earthwork	\$ 241,833.26		\$ 92,333.04	\$ 65,020.21	\$ 11,728.20	\$ 15,292.56		\$ 184,374.01	\$ 57,459.25	76.24%
100	Asphalt Paving	\$ 74,241.58					\$ 1,759.47		\$ 1,759.47	\$ 72,482.11	2.37%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12		\$ 23,756.53	\$ 2,623.78		\$ 50,469.43	\$ 2,322.85	95.60%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98		\$ 30,811.99	\$ 25,200.89		\$ 73,181.86	\$ 5,355.14	93.18%
130	Reserved for Future Use	\$ -							\$ -	\$ -	#DIV/0!
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 51,220.66					\$ 25,357.44		\$ 25,357.44	\$ 25,863.22	49.51%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20		\$ 3,749.92			\$ 4,953.12	\$ 3,713.68	57.15%
160	Landscaping	\$ 18,102.90					\$ 1,880.00		\$ 1,880.00	\$ 16,222.90	10.39%
170	Fencing and Gates	\$ 6,016.00							\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86			\$ 7,086.03				\$ 7,086.03	\$ 152,048.83	4.45%
190	Retaining Walls	\$ 70,030.00			\$ 70,030.00				\$ 70,030.00	\$ -	100.00%
200	Site Furnishings	\$ 478.27							\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01							\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77							\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95			\$ 72,938.34				\$ 72,938.34	\$ 97,747.61	42.73%
240	Structural Masonry	\$ 144,309.55				\$ 81,456.99	\$ 50,832.26		\$ 132,289.25	\$ 12,020.30	91.67%
250	Steel Fabrication and Erection	\$ 291,081.53					\$ 92,730.80		\$ 92,730.80	\$ 198,350.73	31.86%
260	Rough Carpentry	\$ 21,730.29							\$ -	\$ 21,730.29	0.00%
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11							\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59							\$ -	\$ 139,941.59	0.00%
290	Rainscreen Exterior Panel System	\$ 82,939.96							\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ -	\$ 68,743.23	0.00%
310	Masonry Veneer	\$ 246,620.23							\$ -	\$ 246,620.23	0.00%
320	Roof Specialties and Accessories	\$ 3,587.04							\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ -	\$ 49,458.51	0.00%
340	Architectural Millwork - Supply	\$ 33,708.21					\$ 3,314.27		\$ 3,314.27	\$ 30,393.94	9.83%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 96,690.66					\$ 5,434.19		\$ 5,434.19	\$ 91,256.47	5.62%
360	Access Doors and Frames - Supply	\$ 1,514.53							\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87							\$ -	\$ 204,352.87	0.00%
380	FRP/Resin/Protection Panels	\$ 318.85							\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31							\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29							\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56			\$ 6,604.25				\$ 6,604.25	\$ 19,533.31	25.27%
420	Toilet Partitions - Supply	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00							\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66							\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08							\$ -	\$ 807.08	0.00%
460	Window Shades and Curtains	\$ 3,938.57							\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60							\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%

490 Reserved for Future Use	\$	-						\$	-	\$	-	#DIV/0!	
500 Fire Sprinkler/Suppression Systems	\$	64,149.83				\$	4,098.78	\$	4,098.78	\$	60,051.05	6.39%	
510 Plumbing Systems	\$	198,561.00		\$	2,155.46	\$	63,974.06	\$	15,389.99	\$	81,519.51	\$ 117,041.49 41.06%	
520 HVAC Systems	\$	421,669.21						\$	-	\$	421,669.21	0.00%	
530 Electrical Systems	\$	511,515.83		\$	2,774.74	\$	4,911.85	\$	31,037.91	\$	74,084.76	\$ 437,431.07 14.48%	
540 Construction Testing	\$	12,408.00		\$	1,796.00			\$	7,223.56	\$	9,019.56	\$ 3,388.44 72.69%	
550 Construction Contingency/Alternates	\$	8,941.25						\$	-	\$	8,941.25	0.00%	
560 Allowance #1 - Winter Conditions	\$	28,200.00						\$	-	\$	28,200.00	0.00%	
570 Allowance #2 - Sanitary and Water Tap Fees	\$	51,268.00		\$	51,268.00			\$	51,268.00	\$	-	100.00%	
580 General Conditions/General Requirements	\$	366,399.59		\$	52,249.22	\$	30,681.18	\$	9,584.06	\$	17,242.00	\$ 109,756.46 \$ 256,643.13 29.96%	
590 Insurance and Bond	\$	143,600.04		\$	143,600.04			\$	143,600.04	\$	-	100.00%	
600 Construction Management/Direct Labor	\$	240,614.43		\$	19,826.95	\$	14,041.84	\$	11,703.62	\$	16,415.05	\$ 61,987.46 \$ 178,626.97 25.76%	
610 Retainage	\$	-		\$	(10,624.29)	\$	(13,673.47)	\$	(6,695.08)	\$	(16,007.76)	\$ (47,000.60) \$ 47,000.60 #DIV/0!	
625 Overhead and Profit	\$	216,162.69		\$	18,763.36	\$	12,319.51	\$	12,381.75	\$	14,422.68	\$ 57,887.30 \$ 158,275.39 26.78%	
635 Owner's Representative (Veridus)	\$	30,401.99	\$	11,773.62	\$	3,964.46	\$	4,093.23	\$	4,090.53	\$	3,964.46	\$ 27,886.30 \$ 2,515.69 91.73%
645 Reserved for Future Use										\$	-	\$ - #DIV/0!	
650 Police Department Total:	\$	5,593,660.50	\$	336,533.93	\$	431,136.98	\$	283,568.63	\$	284,940.68	\$	329,930.66	\$ - \$ 1,666,110.88 \$ 3,927,549.62 29.79%

Fire Department HQ																	
1005	Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	632,693.12	\$	116,715.26	84.43%	
1015	Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95					\$	59.89		\$	2,124.84	\$	995.16	68.10%
1025	Town Contingency	\$	62,500.00									\$	-	\$	62,500.00	0.00%	
1035	Permits/Utilities	\$	8,901.89			\$	8,901.89					\$	8,901.89	\$	-	100.00%	
1045	Exterior Signage	\$	12,480.00									\$	-	\$	12,480.00	0.00%	
1055	Technology/IT/AV/Telecom	\$	184,111.20									\$	-	\$	184,111.20	0.00%	
1065	FF&E	\$	291,712.00									\$	-	\$	291,712.00	0.00%	
1075	Reserved for Future Use	\$	-									\$	-	\$	-	#DIV/0!	
1080	Site Demolition and Earthwork	\$	401,340.30			\$	153,233.56	\$	107,905.89	\$	19,463.83	\$	305,982.41	\$	95,357.89	76.24%	
1090	Asphalt Paving	\$	123,209.42									\$	2,919.98	\$	120,289.44	2.37%	
1100	Storm Sewer	\$	87,612.72			\$	39,977.68			\$	39,425.72	\$	83,757.75	\$	3,854.97	95.60%	
1110	Site Utilities	\$	130,338.00			\$	28,493.19			\$	51,134.80	\$	121,450.75	\$	8,887.25	93.18%	
1120	Reserved for Future Use	\$	-									\$	-	\$	-	#DIV/0!	
1130	Lime Stabilization/Unsuitable Soil Removal Allowance	\$	90,004.51									\$	42,082.56	\$	47,921.95	46.76%	
1140	Surveying/Staking	\$	14,383.20			\$	1,996.80			\$	6,223.27		\$	8,220.07	\$	6,163.13	57.15%
1150	Landscaping	\$	30,043.10									\$	3,120.00	\$	26,923.10	10.39%	
1160	Fencing and Gates	\$	9,984.00									\$	-	\$	9,984.00	0.00%	
1170	Site Concrete	\$	264,096.14					\$	11,759.79			\$	11,759.79	\$	252,336.35	4.45%	
1180	Retaining Walls	\$	116,220.00					\$	116,220.00			\$	116,220.00	\$	-	100.00%	
1190	Site Furnishings	\$	793.73									\$	-	\$	793.73	0.00%	
1200	Site Signage and Striping	\$	2,751.59									\$	-	\$	2,751.59	0.00%	
1210	Brick Pavers	\$	2,678.17									\$	-	\$	2,678.17	0.00%	
1220	Building Concrete	\$	283,266.05					\$	121,046.61			\$	121,046.61	\$	162,219.44	42.73%	
1230	Precast Hollow Core (Mezzanine)	\$	24,274.00									\$	24,274.00	\$	-	100.00%	
1240	Structural Masonry	\$	239,492.45							\$	135,183.95	\$	219,543.87	\$	19,948.58	91.67%	
1250	Steel Fabrication and Erection	\$	483,071.47									\$	153,893.66	\$	329,177.81	31.86%	
1260	Rough Carpentry	\$	36,063.03									\$	-	\$	36,063.03	0.00%	
1270	Dampproofing/Waterproofing/Air Barrier	\$	42,206.49									\$	-	\$	42,206.49	0.00%	
1280	Roofing	\$	232,243.49									\$	-	\$	232,243.49	0.00%	
1290	Rainscreen Exterior Panel System	\$	137,645.04									\$	-	\$	137,645.04	0.00%	
1300	Aluminum, Glass, Glazing	\$	114,084.51									\$	-	\$	114,084.51	0.00%	
1310	Masonry Veneer	\$	409,284.65									\$	-	\$	409,284.65	0.00%	
1320	Roof Specialties and Accessories	\$	5,952.96									\$	-	\$	5,952.96	0.00%	
1330	Carpentry Installation	\$	82,080.07									\$	-	\$	82,080.07	0.00%	
1340	Architectural Millwork - Supply	\$	55,941.29									\$	5,500.27	\$	50,441.02	9.83%	
1350	HM Frames, WD/HM Doors and Hardware - Supply	\$	160,465.34									\$	9,018.43	\$	151,446.91	5.62%	
1360	Overhead Coiling/Sectional Doors	\$	202,274.50									\$	-	\$	202,274.50	0.00%	

1370 Access Doors and Frames - Supply	\$	2,513.47							\$	-	\$	2,513.47	0.00%						
1380 Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81							\$	-	\$	339,138.81	0.00%						
1390 FRP/Resin/Protection Panels	\$	529.15							\$	-	\$	529.15	0.00%						
1400 Flooring	\$	105,134.57							\$	-	\$	105,134.57	0.00%						
1410 Apparatus Bay Floor - Sealed Concrete	\$	2,877.90							\$	-	\$	2,877.90	0.00%						
1420 Painting	\$	64,632.61							\$	-	\$	64,632.61	0.00%						
1430 Signage Package - Supply	\$	43,377.24			\$	10,960.25			\$	10,960.25	\$	32,416.99	25.27%						
1440 Toilet Partitions - Supply	\$	3,968.64							\$	-	\$	3,968.64	0.00%						
1450 Toilet Accessories - Supply	\$	1,747.52							\$	-	\$	1,747.52	0.00%						
1460 Wall Protection and Corner Guards - Supply	\$	1,074.84							\$	-	\$	1,074.84	0.00%						
1470 Fire Extinguishers and Cabinets - Supply	\$	1,339.42							\$	-	\$	1,339.42	0.00%						
1480 Reserved for Future Use	\$	-							\$	-	\$	-	#DIV/0!						
1490 Window Shades and Curtains	\$	6,536.35							\$	-	\$	6,536.35	0.00%						
1500 Flagpoles	\$	14,882.40							\$	-	\$	14,882.40	0.00%						
1510 Roof Fall Protection System	\$	3,968.64							\$	-	\$	3,968.64	0.00%						
1520 Fire Pole and Guardrail System	\$	79,500.00		\$	9,000.00				\$	9,000.00	\$	70,500.00	11.32%						
1530 Sauna	\$	21,200.00							\$	-	\$	21,200.00	0.00%						
1540 Reserved for Future Use	\$	-							\$	-	\$	-	#DIV/0!						
1550 Kitchen Range Hood w Ansul System	\$	7,950.00							\$	-	\$	7,950.00	0.00%						
1560 Fire Sprinkler/Suppression Systems	\$	106,461.41				\$	6,802.22		\$	6,802.22	\$	99,659.19	6.39%						
1570 Plumbing Systems	\$	329,526.76			\$	3,577.15	\$	106,169.71	\$	25,540.83	\$	135,287.69	\$	194,239.07	41.06%				
1580 HVAC Systems	\$	699,791.46							\$	-	\$	699,791.46	0.00%						
1590 Electrical Systems	\$	848,898.60		\$	4,604.88	\$	8,151.59	\$	51,509.71	\$	58,682.99	\$	122,949.17	\$	725,949.43	14.48%			
1600 Construction Testing	\$	20,592.00		\$	2,980.60				\$	11,988.04	\$	14,968.64	\$	5,623.36	72.69%				
1610 Construction Contingency/Alternates	\$	267,904.75							\$	-	\$	267,904.75	0.00%						
1620 Allowance #1 - Winter Conditions	\$	46,800.00							\$	-	\$	46,800.00	0.00%						
1630 Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00		\$	96,886.00				\$	96,886.00	\$	-	100.00%						
1640 General Conditions/General Requirements	\$	608,067.41		\$	86,711.46	\$	50,917.70	\$	15,905.47	\$	28,614.37	\$	182,149.00	\$	425,918.41	29.96%			
1650 Insurance and Bond	\$	238,314.96		\$	238,314.96				\$	238,314.96	\$	-	100.00%						
1660 Construction Management/Direct Labor	\$	399,317.57		\$	32,904.29	\$	23,303.49	\$	24,423.04	\$	27,242.00	\$	107,872.82	\$	291,444.75	27.01%			
1670 Retainage	\$	-		\$	(17,782.89)	\$	(22,692.13)	\$	(28,668.39)	\$	(27,779.78)	\$	(96,923.19)	\$	96,923.19	#DIV/0!			
1685 Overhead and Profit	\$	359,775.31		\$	29,802.12	\$	18,970.61	\$	18,513.93	\$	23,223.89	\$	90,510.55	\$	269,264.76	25.16%			
1695 Owner's Representative (Veridus)	\$	159,598.01	\$	10,973.19	\$	7,195.54	\$	7,066.77	\$	7,069.47	\$	7,195.54	\$	39,500.51	\$	120,097.50	24.75%		
1705 Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	775.52	\$	374.66	\$	749.32	\$	741.46	\$	374.66	\$	3,015.62	\$	1,984.38	60.31%		
1715 Reserved for Future Use									\$	-	\$	-	#DIV/0!						
1720 Fire Department Total:	\$	9,981,339.50	\$	597,647.58	\$	735,809.54	\$	470,151.84	\$	459,310.77	\$	570,884.51	\$	-	\$	2,833,804.24	\$	7,147,535.26	28.39%
Total:	\$	15,575,000.00	\$	934,181.51	\$	1,166,946.52	\$	753,720.47	\$	744,251.45	\$	900,815.17	\$	-	\$	4,499,915.12	\$	11,075,084.88	28.89%



## DRAW SCHEDULE

### Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$9,764,799.34
Feb-23	\$100,418.76	\$9,664,380.58
Mar-23	\$84,049.53	\$9,580,331.05
Apr-23	\$102,111.75	\$9,478,219.30
May-23	\$50,544.00	\$9,427,675.30
Jun-23	\$19,808.46	\$9,407,866.84
Jul-23	\$24,174.92	\$9,383,691.92
Aug-23	\$735,809.54	\$8,647,882.38
Sep-23	\$470,151.84	\$8,177,730.54
Oct-23	\$459,310.77	\$7,718,419.77
Nov-23	\$570,884.51	\$7,147,535.26
Dec-23		\$7,147,535.26
Jan-24		\$7,147,535.26
Feb-24		\$7,147,535.26
Mar-24		\$7,147,535.26
Apr-24		\$7,147,535.26
May-24		\$7,147,535.26
Jun-24		\$7,147,535.26
Jul-24		\$7,147,535.26
Aug-24		\$7,147,535.26

## DRAW SCHEDULE

### Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,491,462.50
Feb-23	\$60,508.74	\$5,430,953.76
Mar-23	\$50,645.23	\$5,380,308.53
Apr-23	\$61,528.87	\$5,318,779.66
May-23	\$30,456.00	\$5,288,323.66
Jun-23	\$11,935.88	\$5,276,387.78
Jul-23	\$19,261.21	\$5,257,126.57
Aug-23	\$431,136.98	\$4,825,989.59
Sep-23	\$283,568.63	\$4,542,420.96
Oct-23	\$284,940.68	\$4,257,480.28
Nov-23	\$329,930.66	\$3,927,549.62
Dec-23		\$3,927,549.62
Jan-24		\$3,927,549.62
Feb-24		\$3,927,549.62
Mar-24		\$3,927,549.62
Apr-24		\$3,927,549.62
May-24		\$3,927,549.62
Jun-24		\$3,927,549.62
Jul-24		\$3,927,549.62
Aug-24		\$3,927,549.62

## DRAW SCHEDULE

### Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$0.00	\$11,075,084.88
Jan-24	\$0.00	\$11,075,084.88
Feb-24	\$0.00	\$11,075,084.88
Mar-24	\$0.00	\$11,075,084.88
Apr-24	\$0.00	\$11,075,084.88
May-24	\$0.00	\$11,075,084.88
Jun-24	\$0.00	\$11,075,084.88
Jul-24	\$0.00	\$11,075,084.88
Aug-24	\$0.00	\$11,075,084.88

Greg Martz, Sole Member  
Name and Title

## Cedar Lake Fire Headquarters



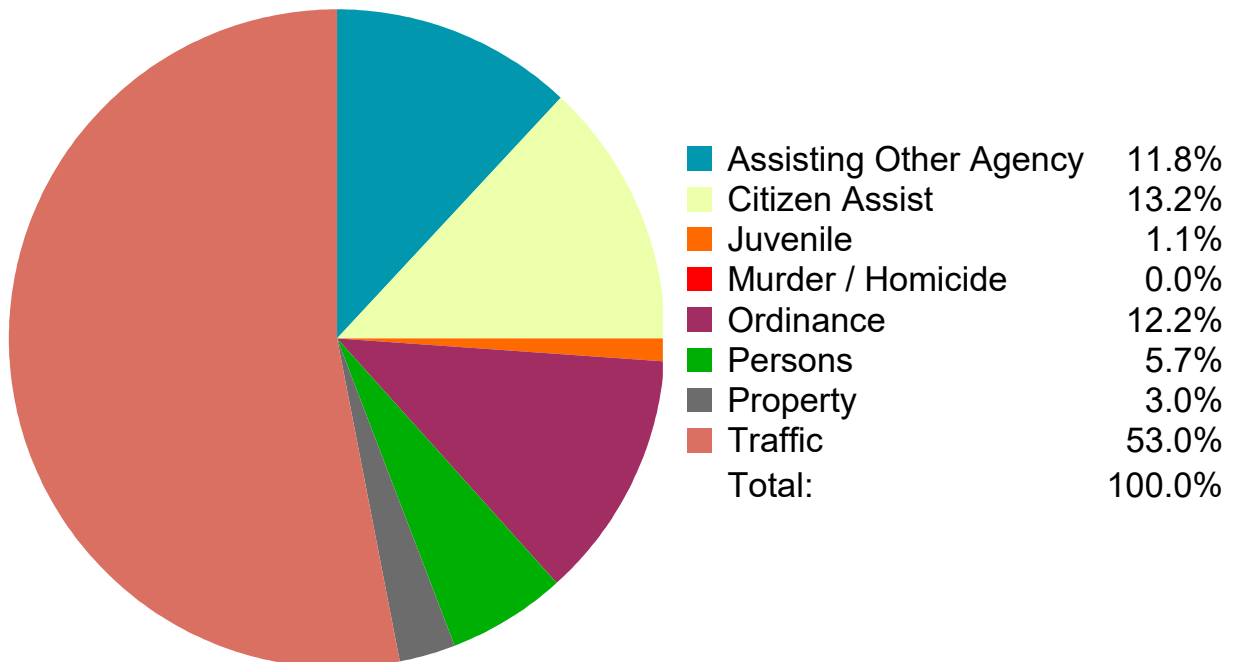
\*Image taken November 1, 2023

**CEDAR LAKE POLICE DEPARTMENT  
INCIDENT AND CALLS FOR SERVICE REPORT  
October 2023 and Year-To-Date 2023**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	134	1349
Incidents related to Citizen Assists:	150	1634
Incidents related to Juveniles:	12	97
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	138	1365
Incidents related to Persons:	65	685
Incidents related to Property:	34	244
Incidents related to Traffic:	600	6615
Incidents Not Classified:	1	7

<b>Totals:</b>	<b>1134</b>	<b>11996</b>
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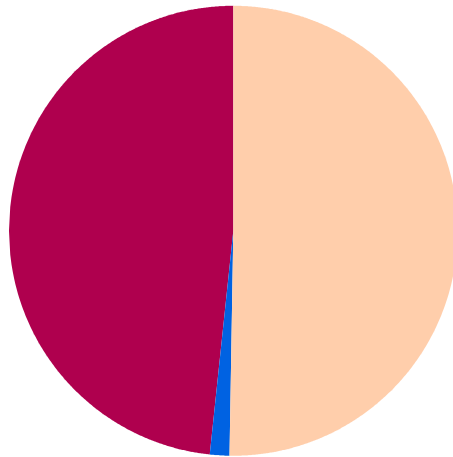
**Average Daily Calls For Service: 39.59**



**CITATION REPORT**  
**October 2023 and Year-To-Date 2023**

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**State Violations: 74**  
**Town Traffic Violations: 2**  
**Town Ordinance Violations: 71**  
**Other Violations: 0**  
**Total for October: 147**  
**Year To Date: 1,769**



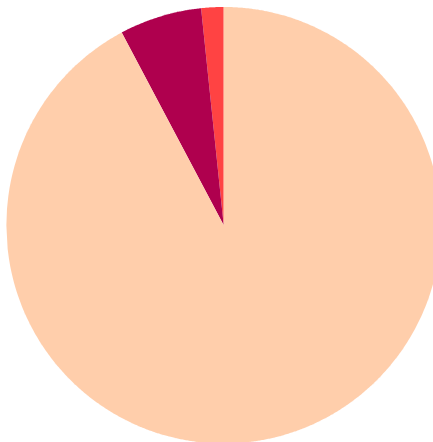
State Violations	50.3%
Town Traffic Violations	1.4%
Town Ordinance Violations	48.3%
Other Violations	0.0%
<b>Total:</b>	<b>100.0%</b>

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**WARNING REPORT**  
**October 2023 and Year-To-Date 2023**

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**State Violations: 453**  
**Town Traffic Violations: 0**  
**Town Ordinance Violations: 30**  
**Other Violations: 8**  
**Total for October: 491**  
**Year To Date: 5,754**



State Violations	92.3%
Town Traffic Violations	0.0%
Town Ordinance Violations	6.1%
Other Violations	1.6%
<b>Total:</b>	<b>100.0%</b>

**ARREST REPORT**  
**October 2023 and Year-To-Date 2023**

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**Total Arrests: 11**

**Total Charges Filed: 13**

**Misdemeanor: 10**

**Felony: 2**

**Infraction: 0**

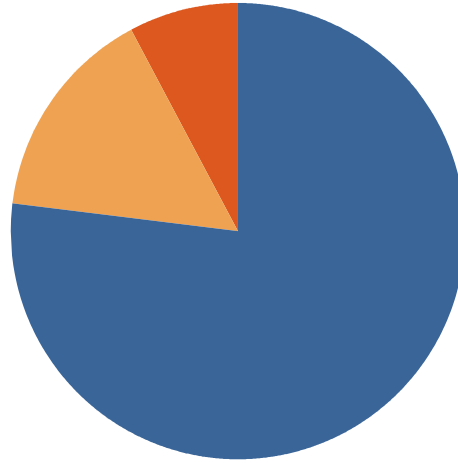
**Not Classified /**

**Warrant: 1**

**Year-To-Date**

**Total Arrests: 273**

**Total Charges Filed: 428**



■ Misdemeanor	76.9%
■ Felony	15.4%
■ Infraction	0.0%
■ Not Classified	7.7%
<b>Total:</b>	<b>100.0%</b>

# Cedar Lake Police Department

## Traffic Stop Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	143	221	279	353	180	260	321	351	389	738
<b>Feb</b>	258	221	221	400	161	331	300	285	257	651
<b>Mar</b>	388	249	489	372	225	380	190	460	373	632
<b>Apr</b>	421	266	328	266	229	415	21	376	324	534
<b>May</b>	436	393	361	277	250	345	119	318	418	435
<b>Jun</b>	213	307	325	269	260	345	182	318	283	576
<b>Jul</b>	273	373	393	245	292	371	285	372	359	476
<b>Aug</b>	369	271	258	249	236	366	303	364	421	479
<b>Sep</b>	224	252	264	284	286	259	212	281	378	430
<b>Oct</b>	228	240	356	191	302	285	182	348	417	471
<b>Nov</b>	295	261	407	257	280	329	172	320	397	
<b>Dec</b>	287	331	311	186	269	317	203	357	474	
<b>Total</b>	<b>3,535</b>	<b>3,385</b>	<b>3,992</b>	<b>3,349</b>	<b>2,970</b>	<b>4,003</b>	<b>2,490</b>	<b>4,150</b>	<b>4,490</b>	<b>5,422</b>

# Cedar Lake Police Department

## Warning Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	69	112	171	215	105	202	275	291	305	753
<b>Feb</b>	121	103	122	236	99	299	253	235	236	694
<b>Mar</b>	172	122	267	221	125	343	154	395	396	731
<b>Apr</b>	194	153	194	195	148	376	15	323	301	544
<b>May</b>	193	223	210	210	225	289	112	263	461	453
<b>Jun</b>	108	167	198	211	191	309	136	273	334	635
<b>Jul</b>	145	154	203	166	271	316	234	338	356	505
<b>Aug</b>	200	131	177	173	220	313	218	270	438	500
<b>Sep</b>	98	139	158	182	228	223	188	205	433	448
<b>Oct</b>	111	102	228	128	322	222	154	265	419	491
<b>Nov</b>	137	173	235	161	243	260	182	258	404	
<b>Dec</b>	140	194	215	115	193	272	180	251	465	
<b>Total</b>	<b>1,688</b>	<b>1,773</b>	<b>2,378</b>	<b>2,213</b>	<b>2,370</b>	<b>3,424</b>	<b>2,101</b>	<b>3,367</b>	<b>4,548</b>	<b>5,754</b>



# Cedar Lake Police Department

## Citation Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	81	111	106	136	92	120	207	169	165	191
<b>Feb</b>	102	103	96	200	80	148	148	156	103	203
<b>Mar</b>	172	126	244	187	108	120	122	215	167	208
<b>Apr</b>	194	139	145	142	123	102	38	126	152	215
<b>May</b>	208	259	193	148	122	98	74	144	159	164
<b>Jun</b>	121	167	180	164	122	107	140	156	167	189
<b>Jul</b>	135	226	245	147	118	112	156	163	213	151
<b>Aug</b>	190	163	137	113	83	112	193	123	232	180
<b>Sep</b>	91	137	122	91	97	106	137	147	166	121
<b>Oct</b>	82	178	163	85	87	113	110	147	143	147
<b>Nov</b>	133	143	183	84	92	92	107	129	117	
<b>Dec</b>	103	155	123	94	93	111	85	117	149	
<b>Total</b>	<b>1,612</b>	<b>1,907</b>	<b>1,937</b>	<b>1,591</b>	<b>1,217</b>	<b>1,341</b>	<b>1,517</b>	<b>1,792</b>	<b>1,933</b>	<b>1,769</b>

# Cedar Lake Police Department

## Law Incident Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	366	272	341	440	460	433	499	459	503	515
<b>Feb</b>	286	236	385	404	451	484	454	460	433	502
<b>Mar</b>	307	322	458	443	461	461	427	522	547	551
<b>Apr</b>	371	351	488	564	471	512	334	508	501	649
<b>May</b>	438	420	512	629	624	518	642	556	674	631
<b>Jun</b>	464	382	612	628	644	505	625	663	659	701
<b>Jul</b>	481	395	629	659	682	510	575	652	630	662
<b>Aug</b>	455	376	505	614	656	572	633	555	638	631
<b>Sep</b>	365	372	489	573	575	602	573	525	579	557
<b>Oct</b>	348	479	439	511	594	476	562	499	540	605
<b>Nov</b>	295	375	425	488	507	444	495	429	514	
<b>Dec</b>	285	423	441	488	455	420	460	481	546	
<b>Total</b>	<b>4,461</b>	<b>4,403</b>	<b>5,724</b>	<b>6,441</b>	<b>6,580</b>	<b>5,937</b>	<b>6,279</b>	<b>6,309</b>	<b>6,764</b>	<b>6,004</b>

# Cedar Lake Police Department

## Arrest Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	25	19	25	35	21	28	40	32	31	28
<b>Feb</b>	16	20	15	17	8	37	22	29	30	29
<b>Mar</b>	19	27	20	14	20	26	10	27	31	28
<b>Apr</b>	24	26	33	21	31	31	7	13	31	30
<b>May</b>	20	36	18	33	39	26	24	30	26	25
<b>Jun</b>	16	32	39	25	28	38	25	36	28	42
<b>Jul</b>	24	19	38	21	26	25	23	26	27	28
<b>Aug</b>	21	23	26	30	40	43	25	17	27	24
<b>Sep</b>	10	15	19	19	34	22	31	28	20	28
<b>Oct</b>	13	17	28	26	34	23	27	32	38	11
<b>Nov</b>	12	10	15	24	19	20	23	20	18	
<b>Dec</b>	15	21	16	24	16	18	10	20	27	
<b>Total</b>	<b>215</b>	<b>265</b>	<b>292</b>	<b>289</b>	<b>316</b>	<b>337</b>	<b>267</b>	<b>310</b>	<b>334</b>	<b>273</b>

# Cedar Lake Police Department

## Arrest Offense Analysis

1/1/2014 to 10/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Jan</b>	42	24	28	58	26	62	71	51	51	45
<b>Feb</b>	21	25	25	26	15	71	37	59	47	50
<b>Mar</b>	25	30	23	25	35	52	18	42	69	49
<b>Apr</b>	30	27	53	40	45	45	16	21	54	48
<b>May</b>	25	50	26	52	63	37	31	51	45	36
<b>Jun</b>	21	36	63	35	43	60	41	68	45	64
<b>Jul</b>	32	23	60	34	35	42	42	46	58	38
<b>Aug</b>	31	28	33	50	49	70	44	29	51	49
<b>Sep</b>	17	20	26	35	46	38	55	61	34	36
<b>Oct</b>	26	21	42	40	55	33	61	63	63	13
<b>Nov</b>	14	10	29	33	31	35	40	34	39	
<b>Dec</b>	23	21	28	35	19	32	21	30	59	
<b>Total</b>	<b>307</b>	<b>315</b>	<b>436</b>	<b>463</b>	<b>462</b>	<b>577</b>	<b>477</b>	<b>555</b>	<b>615</b>	<b>428</b>

# Cedar Lake Police Department

## K9 Deployment Analysis

1/1/2014 to 10/31/2023



	2023
<i>Jun</i>	10
<i>Jul</i>	2
<i>Aug</i>	17
<i>Sep</i>	10
<i>Oct</i>	13
<b>Total</b>	<b>52</b>

### 2023

#### JUN

##### ASSIST OTHER AGENCY WITH K9

23CL2964	Agency Assist	6/6/2023 11:28:01AM
23CL3369	K9 Usage	6/24/2023 2:26:56AM
23CL3391	K9 Usage	6/24/2023 11:12:59PM

##### APPREHENSION - NO BITE

23CL2938	Resisting	6/5/2023 8:12:50AM
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##### CONTAINEMENT NO BITE

23CL2964	Agency Assist	6/6/2023 11:28:01AM
23CL3358	Att To Serve	6/23/2023 8:08:19PM
23CL3499	K9 Usage	6/28/2023 7:18:55PM

##### NARCOTICS SEARCH - FIND

23CL3369	K9 Usage	6/24/2023 2:26:56AM
23CL3391	K9 Usage	6/24/2023 11:12:59PM

##### NARCOTICS SEARCH - NO FIND

23CL3175	Traffic Stop	6/15/2023 12:47:36PM
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#### JUL

##### ASSIST OTHER AGENCY WITH K9

23CL4024	K9 Usage	7/22/2023 2:42:19PM
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##### NARCOTICS SEARCH - FIND

23CL4024	K9 Usage	7/22/2023 2:42:19PM
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#### AUG

##### ASSIST OTHER AGENCY WITH K9

23CL4276	K9 Usage	8/4/2023 7:53:15AM
23CL4279	K9 Usage	8/4/2023 9:26:37AM

23CL4280	K9 Usage	8/4/2023 9:40:45AM
23CL4283	K9 Usage	8/4/2023 1:18:18PM

#### BUILDING SEARCH - NO FIND

23CL4796	Unsecure Premis	8/30/2023 3:57:37AM
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#### COMMUNITY ENGAGEMENT

23CL4310	Comunty Policng	8/6/2023 7:45:12PM
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#### CONTAINEMENT NO BITE

23CL4279	K9 Usage	8/4/2023 9:26:37AM
23CL4280	K9 Usage	8/4/2023 9:40:45AM
23CL4387	Alarm	8/10/2023 9:58:17AM

#### NARCOTICS SEARCH - FIND

23CL4283	K9 Usage	8/4/2023 1:18:18PM
23CL4556	Drugs	8/18/2023 11:46:10AM
23CL4598	Drugs	8/20/2023 10:46:57PM
23CL4661	Drugs	8/23/2023 10:29:07PM
23CL4677	Traffic Stop	8/24/2023 7:59:40PM

#### NARCOTICS SEARCH - NO FIND

23CL4276	K9 Usage	8/4/2023 7:53:15AM
23CL4795	Suspicious Veh.	8/30/2023 2:19:12AM

#### OFF-DUTY CALLOUT

23CL4556	Drugs	8/18/2023 11:46:10AM
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### SEP

#### ASSIST OTHER AGENCY WITH K9

23CL5167	K9 Usage	9/19/2023 1:40:46PM
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#### APPREHENSION - NO BITE

23CL5384	Warrant	9/30/2023 9:02:38AM
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#### COMMUNITY ENGAGEMENT

23CL5127	Comunty Policng	9/17/2023 11:56:16AM
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#### CONTAINEMENT NO BITE

23CL5102	Traffic Stop	9/16/2023 8:12:21AM
23CL5125	Alarm	9/17/2023 10:01:41AM
23CL5297	Att To Serve	9/26/2023 3:48:17PM

#### NARCOTICS SEARCH - NO FIND

23CL5102	Traffic Stop	9/16/2023 8:12:21AM
23CL5167	K9 Usage	9/19/2023 1:40:46PM

#### OFF-DUTY CALLOUT

23CL4965	Welfare Check	9/8/2023 2:24:20PM
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#### SEARCH FOR PERSON - FIND

23CL4965	Welfare Check	9/8/2023 2:24:20PM
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### OCT

#### ASSIST OTHER AGENCY WITH K9

23CL5660	K9 Usage	10/13/2023 8:40:23AM
23CL5665	K9 Usage	10/13/2023 9:26:13AM

#### COMMUNITY ENGAGEMENT

23CL5704	Comunty Policng	10/15/2023	11:03:40AM
23CL5899	Comunty Policng	10/26/2023	9:42:51AM

**CONTAINEMENT NO BITE**

23CL5856	Warrant	10/23/2023	10:40:39PM
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**NARCOTICS SEARCH - FIND**

23CL5484	Traffic Stop	10/4/2023	8:47:57PM
23CL5696	Traffic Stop	10/15/2023	2:44:12AM
23CL5872	Traffic Stop	10/24/2023	2:46:48PM
23CL5930	K9 Usage	10/27/2023	10:13:01PM

**NARCOTICS SEARCH - NO FIND**

23CL5660	K9 Usage	10/13/2023	8:40:23AM
23CL5665	K9 Usage	10/13/2023	9:26:13AM

**OFF-DUTY CALLOUT**

23CL5484	Traffic Stop	10/4/2023	8:47:57PM
23CL5872	Traffic Stop	10/24/2023	2:46:48PM

# Cedar Lake Police Department

## Town Ordinance Warnings

1/1/2023 to 10/31/23

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1	0	1	1	1	0	4	9
<i>Abandoned Vehicle</i>	11	12	7	9	14	12	11	7	6	13	102
<i>ABANDONED VEHICLE -</i>	0	0	0	1	0	0	0	1	2	0	4
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	1	0	0	0	0	2
<i>ANIMALS - RESTRICTION ON</i>	0	0	0	0	0	1	0	0	0	0	1
<i>ANIMALS - RUNNING AT</i>	0	0	0	1	0	1	0	0	1	0	3
<i>BICYCLE - REQUIRED</i>	0	0	0	0	0	1	0	0	0	0	1
<i>DOGS - LICENSE AND</i>	0	2	0	0	1	3	0	1	0	0	7
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	0	0	0	0	0	0	0	3
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	2	0	0	0	0	2
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	0	2	1	0	1	0	0	5
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	1	0	0	0	0	0	0	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	2	1	2	0	9
<i>GOLF CARTS - REGISTRATION</i>	0	0	0	0	0	0	0	1	1	0	2
<i>House Numbers</i>	0	0	0	0	1	0	0	0	0	0	1
<i>LITTERING - LITTER ON</i>	0	0	0	0	0	1	0	0	0	0	1



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	0	1	0	0	2
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	0	0	0	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	5	3	9	2	1	3	0	24
<i>NUISANCES - ACCUMULATION</i>	0	0	1	2	0	0	3	0	1	1	8
<i>NUISANCES - NOISE</i>	0	0	0	0	0	0	0	1	0	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	2	0	0	0	0	1	0	3
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	1	0	7	11	10	5	34
<i>OFF-ROAD VEHICLES -</i>	0	0	0	0	0	0	0	1	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	0	0	0	0	0	1	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1	0	0	1	0	0	0	3
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	1	0	0	0	0	0	0	5
<i>Parking - Blocking Traffic</i>	9	17	39	6	1	8	6	3	6	0	95
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	0	0	0	0	0	1	1
<i>Parking - Proper Manner</i>	1	0	0	0	0	0	1	5	0	0	7
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	0	0	2	0	1	3
<i>Parking - Signs/Postings</i>	0	0	0	0	0	0	2	1	0	0	3
<i>Parking - Traveled Portion RDWY</i>	0	0	1	12	0	0	0	0	0	1	14
<i>Scattering of Refuse</i>	0	1	0	1	0	0	0	0	0	0	2

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>Snow Emergency Parking-Roadway</i>	0	6	0	0	0	0	0	0	0	0	<b>6</b>
<i>SPEED LIMITS</i>	16	0	0	0	0	0	0	0	0	0	<b>16</b>
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	1	3	3	1	0	0	0	<b>16</b>
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	0	0	0	0	0	0	0	<b>1</b>
<i>STREETS AND SIDEWALKS -</i>	0	1	0	0	0	0	0	0	0	0	<b>1</b>
<i>TOY VEHICLE ON ROADWAY</i>	0	0	0	0	0	1	0	0	0	0	<b>1</b>
<i>TRUCK ROUTE</i>	0	3	0	0	0	0	0	1	1	1	<b>6</b>
<i>Unauthorized Accumulation</i>	4	4	0	1	0	0	0	2	2	2	<b>15</b>
<i>WEAPONS - USE AND DISCHARGE</i>	0	0	0	0	0	0	0	0	0	1	<b>1</b>
<i>Weeds - Nuisance</i>	0	0	0	6	26	40	7	0	0	0	<b>79</b>
Total	43	55	59	51	53	89	44	42	37	30	<b>503</b>

# Cedar Lake Police Department

## Town Ordinance Citations

1/1/2023 to 10/31/2023

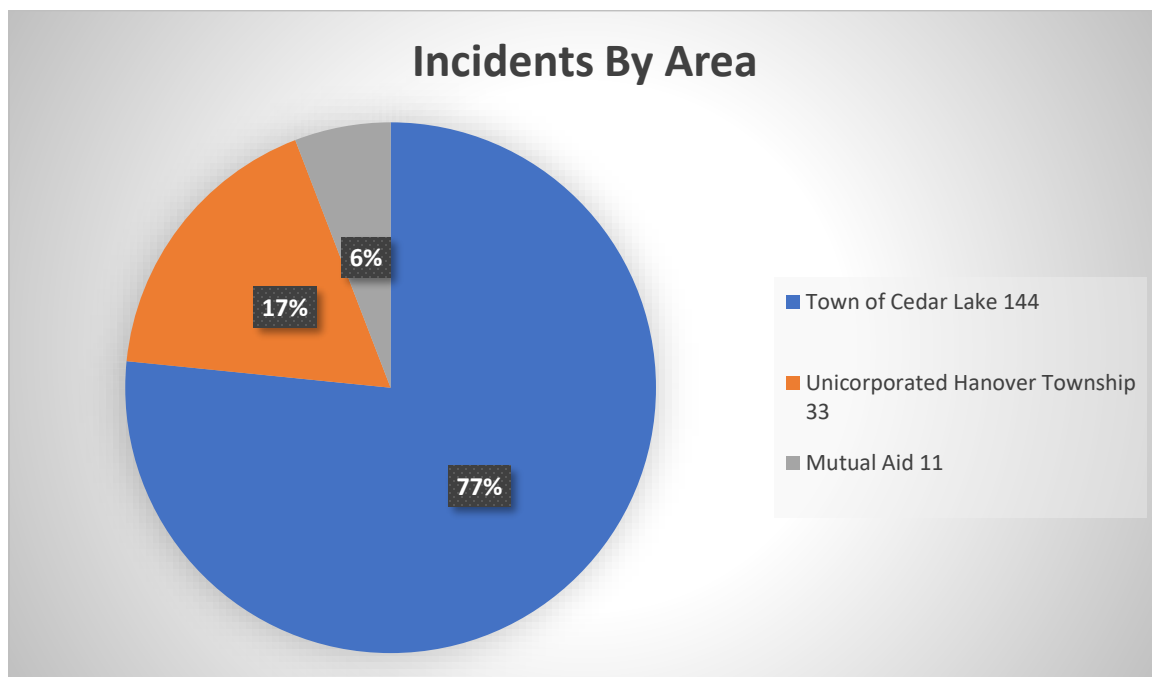
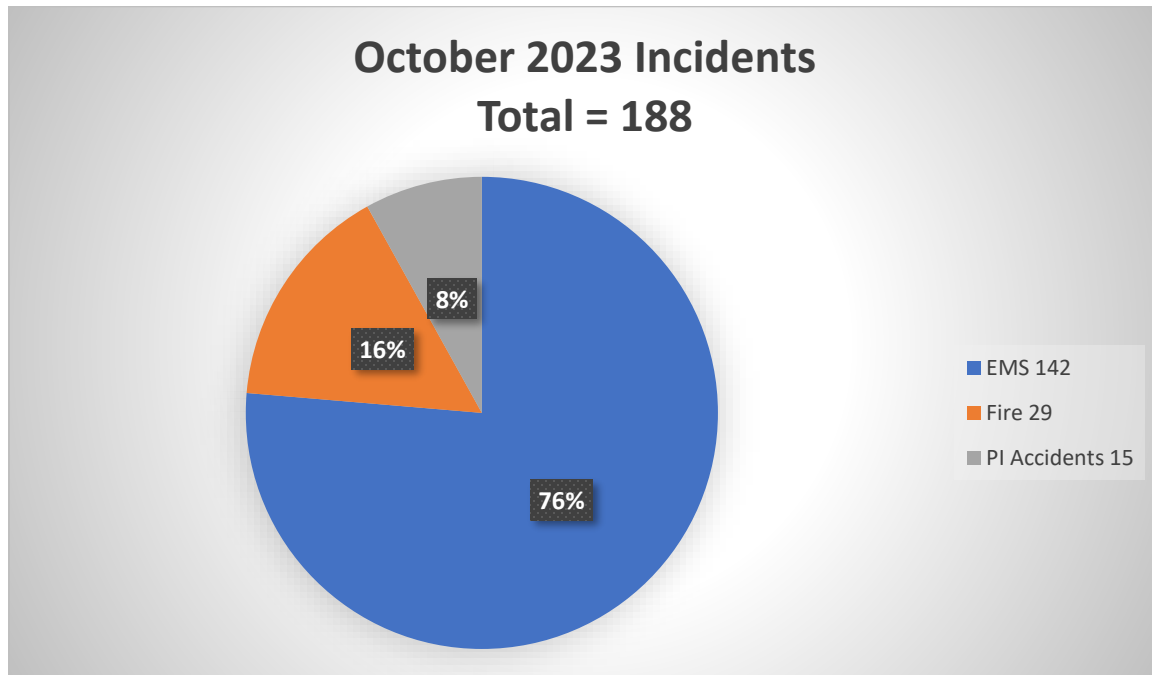
Grouped by Offense

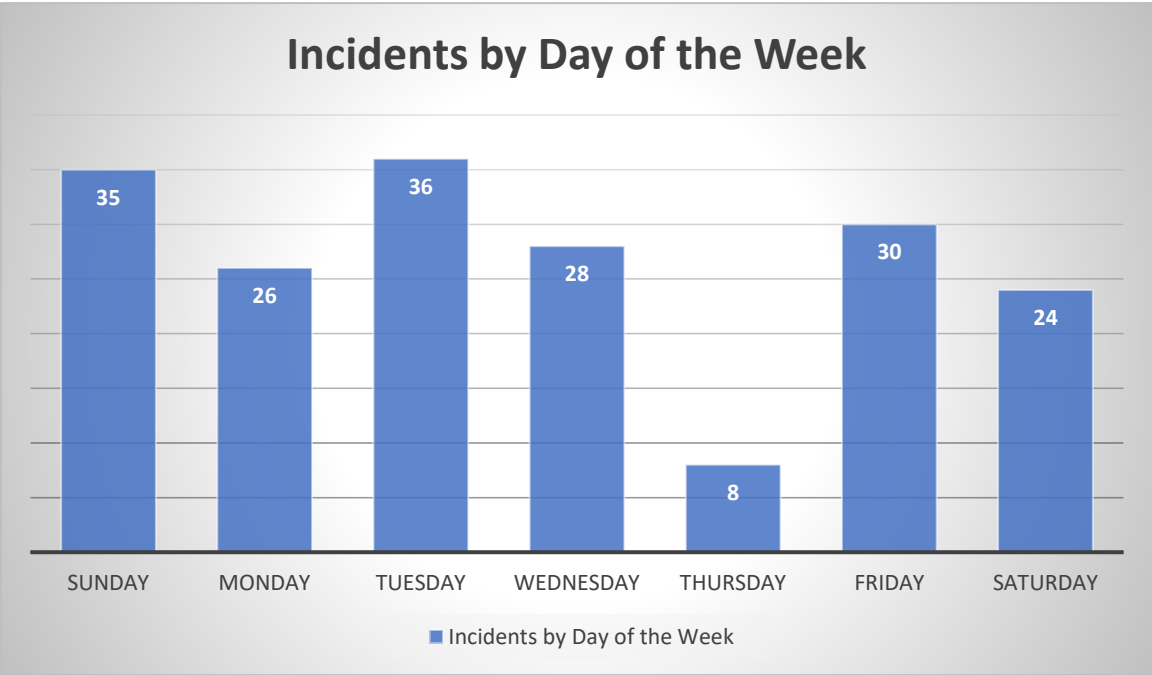
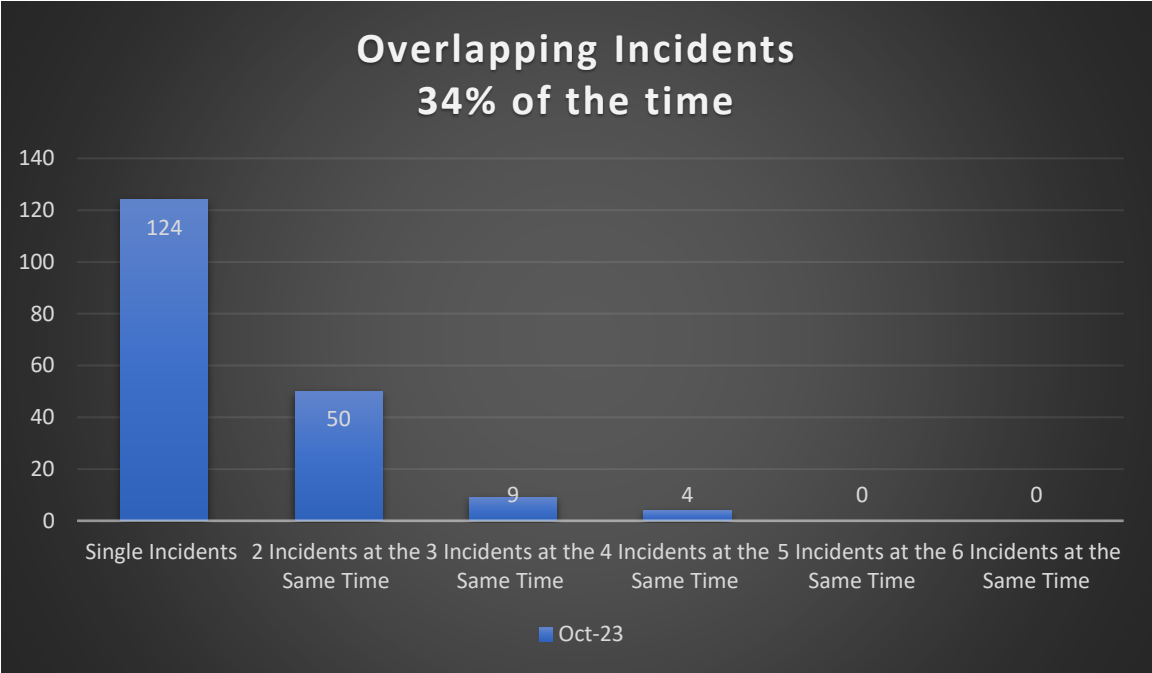
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>Aband Vehicle on Roadway</i>	0	1	2	1	0	1	0	1	0	0	<b>6</b>
<i>Abandoned Vehicle</i>	29	20	35	36	29	20	7	15	12	34	<b>237</b>
<i>ABANDONED VEHICLE -</i>	0	0	0	0	1	0	0	0	0	2	<b>3</b>
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	0	0	0	0	<b>1</b>
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	0	0	0	0	<b>1</b>
<i>ALARM SYSTEMS - FALSE ALARM - 3</i>	0	0	1	0	0	0	0	0	0	0	<b>1</b>
<i>ALARM SYSTEMS - FALSE ALARM - 6</i>	0	1	0	0	0	0	0	0	0	0	<b>1</b>
<i>ANIMALS - RUNNING AT</i>	0	0	0	0	0	0	0	0	0	1	<b>1</b>
<i>DOGS - NOISE DISTURBANCE</i>	0	0	0	1	0	0	0	0	0	0	<b>1</b>
<i>DOGS - RUNNING AT LARGE</i>	0	0	0	0	1	2	0	0	0	1	<b>4</b>
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	0	0	0	1	0	<b>1</b>
<i>Non-Use Refuse Container</i>	0	0	2	0	0	0	0	0	0	0	<b>2</b>
<i>Nuisance-Accum Rubbish</i>	2	0	3	6	6	7	1	4	7	0	<b>36</b>
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1	2	0	6	0	0	5	<b>15</b>
<i>NUISANCES - ACCUMULATION</i>	0	0	0	0	0	0	0	0	0	1	<b>1</b>
<i>NUISANCES - ACCUMULATION</i>	0	0	0	0	0	0	1	0	0	6	<b>7</b>

[illegible]

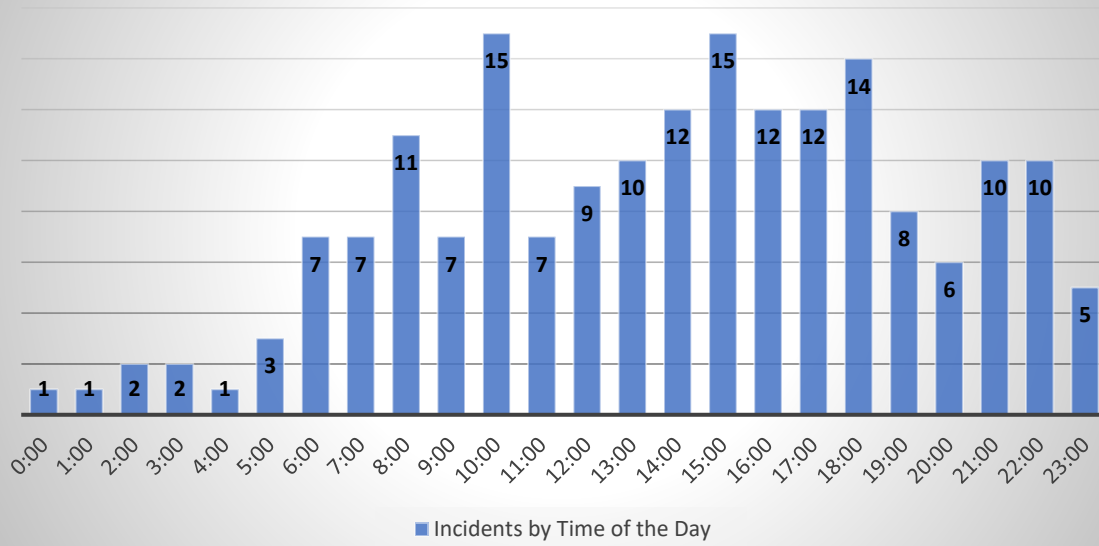
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>SPEED LIMITS - 11-20 MPH OVER</i>	2	1	2	2	3	0	4	3	0	1	<b>18</b>
<i>SPEED LIMITS - 21-30 MPH OVER</i>	1	4	1	5	5	0	1	6	0	3	<b>26</b>
<i>STREETS AND SIDEWALKS -</i>	0	0	0	0	1	0	0	0	0	0	<b>1</b>
<i>TRUCK ROUTE</i>	0	0	0	0	0	0	0	2	1	0	<b>3</b>
<i>Unauthorized Accumulation</i>	4	2	2	2	0	3	0	4	1	3	<b>21</b>
<i>UNAUTHORIZED SIGNALS OR</i>	1	0	0	0	0	0	0	0	0	0	<b>1</b>
<i>Weeds - Nuisance</i>	0	0	0	2	15	7	4	0	0	0	<b>28</b>
Total	44	36	53	66	66	43	38	50	37	73	<b>506</b>

# October 2023 Operations Report



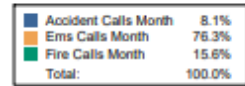
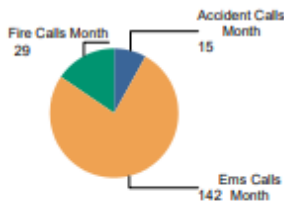
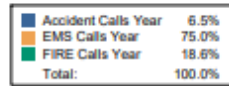
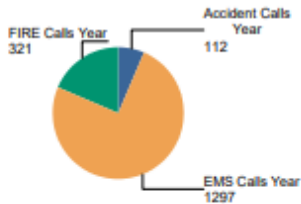


## Incidents by Time of the Day





# Cedar Lake Fire Department Monthly Summary Report 1/1/2023 to 10/31/2023



Average Daily Calls for Service: 5.76

## Yearly Totals

Agency Assist	4
Disturbance	1
Domestic Dist	1
Domestic w/weap	1
EMD	1
EMS Abdominal	27
EMS Allergic	11
EMS Animal Bite	8
EMS Assault	19
EMS Back Pain	9
EMS Bleeding	37
EMS Breathing	108
EMS Burns	2
EMS Chest Pain	63
EMS Choking	5
EMS Death	8
EMS Diabetic	23
EMS Fall	183
EMS Full Arrest	17
EMS Gunshot	2
EMS Headache	3
EMS Heart Prob	24
EMS Heat / Cold	3
EMS Lift Assist	161
EMS Misc	2
EMS Mutual Aid	6
EMS Overdose	23
EMS Pregnancy	5
EMS Psych	87
EMS Seizure	40
EMS Sick Person	201
EMS Standby	14
EMS Stroke	29
EMS Trauma	39
EMS Uncons	91
EMS Unknown	47
Fall	1
FIRE Alarm	52
FIRE Assist	16
FIRE Brush	4
FIRE CO Alarm	20
FIRE Dive Recvy	2
FIRE Electrical	1
FIRE Explosion	1
FIRE Gas IN	21
FIRE Gas OUT	6

## Monthly Totals

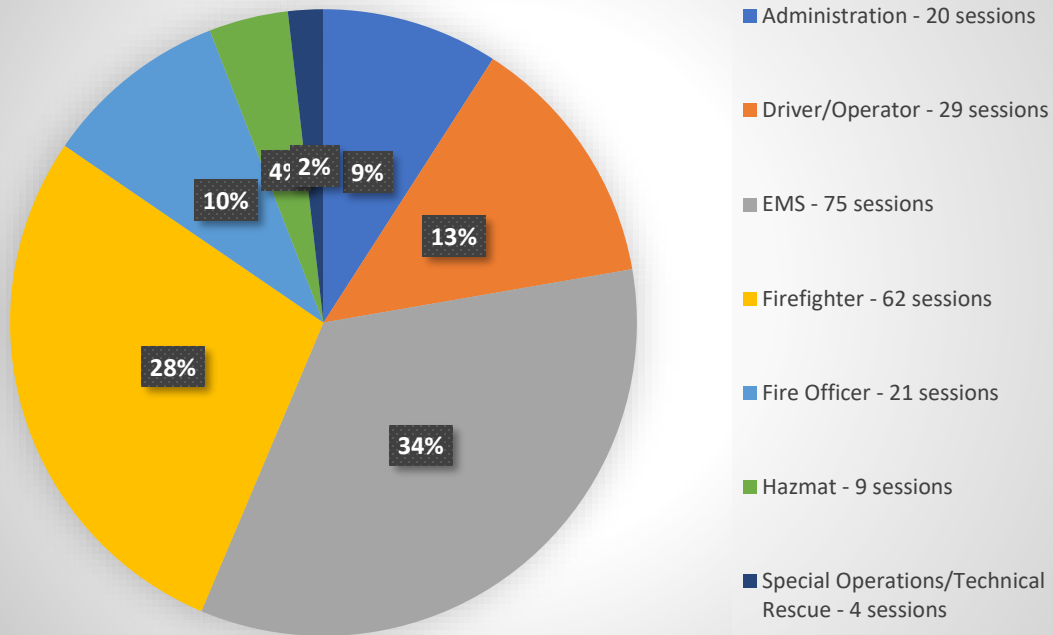
EMS Abdominal	2
EMS Animal Bite	3
EMS Assault	3
EMS Back Pain	2
EMS Bleeding	1
EMS Breathing	5
EMS Chest Pain	7
EMS Death	2
EMS Diabetic	1
EMS Fall	16
EMS Full Arrest	2
EMS Heart Prob	4
EMS Lift Assist	33
EMS Mutual Aid	1
EMS Overdose	3
EMS Pregnancy	1
EMS Psych	6
EMS Seizure	3
EMS Sick Person	20
EMS Standby	6
EMS Stroke	2
EMS Trauma	3
EMS Uncons	13
EMS Unknown	3
Fall	1
FIRE Alarm	9
FIRE Assist	4
FIRE CO Alarm	3
FIRE Explosion	1
FIRE Gas IN	2
FIRE Gas OUT	2
FIRE Inspection	1
FIRE Standby	1
FIRE Structure	3
FIRE Vehicle	2
FIRE Water Resc	1
PI Accident	15
Suicide Attempt	1
Total for Month:	188

FIRE Hazmat	2
FIRE Inspection	16
FIRE Investigat	12
FIRE Misc	6
FIRE Mutual Aid	19
FIRE Outside	22
FIRE Smoke	1
FIRE Smoke Odor	2
FIRE Smoke Out	1
FIRE Standby	21
FIRE Structure	52
FIRE Utility	21
FIRE Vehicle	4
FIRE Washdown	5
FIRE Water Resc	14
Odor	1
PD Accident	2
PI Accident	110
Suicidal Subj	2
Suicide Attempt	1
Unk. Problem	1
Total for Year:	1,744

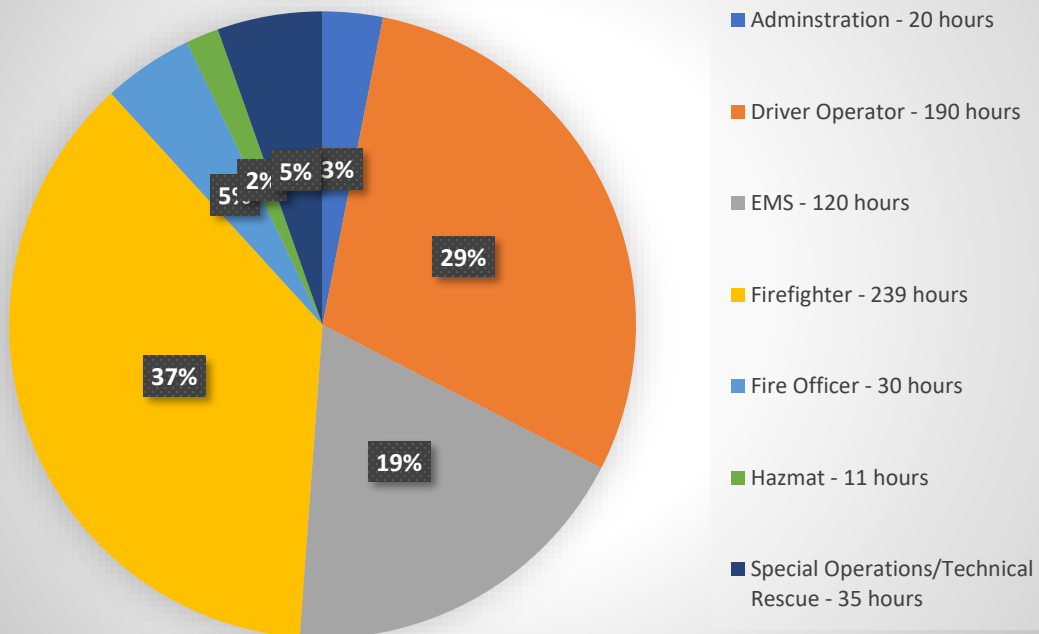
# October 2023 Training Report

## Hours Logged: 644

### Sessions by Category



### Hours by Category



## Town of Cedar Lake

### Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

Tel (219) 374-7000 - Fax (219) 374-8588

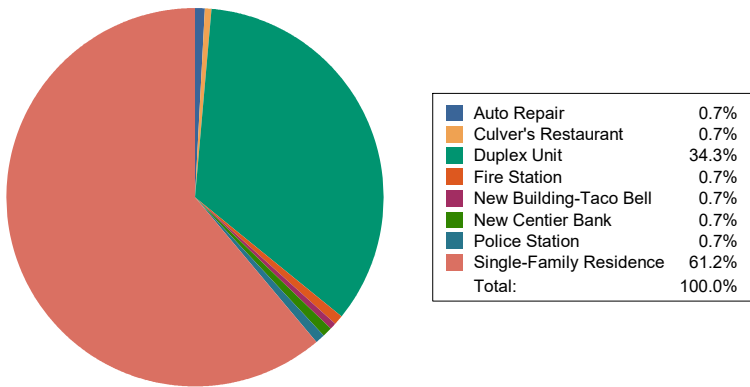


## Report of All New Construction Permits

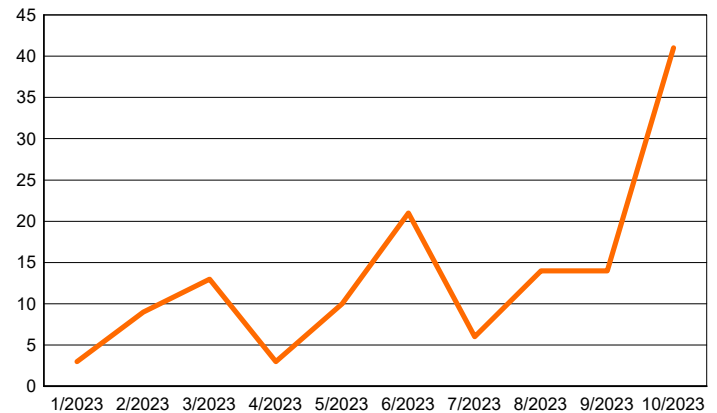
1/1/2023 to 10/31/2023

Grouped by Month

### New Construction Type



### Permits by Month



### January 2023

Residential New Construction Permits: 3

New Construction Permits: 3

New Residential Construction Value: **\$572,690**

Total Value of Construction for January: **\$572,690**

### February 2023

Residential New Construction Permits: 9

New Construction Permits: 9

New Residential Construction Value: **\$1,717,100**

Total Value of Construction for February: **\$1,717,100**

### March 2023

Residential New Construction Permits: 13

New Construction Permits: 13

New Residential Construction Value: **\$4,419,495**

Total Value of Construction for March: **\$4,419,495**

### April 2023

Residential New Construction Permits: 3

New Construction Permits: 3

New Residential Construction Value: **\$1,078,659**

Total Value of Construction for April: **\$1,078,659**

### May 2023

Residential New Construction Permits: 10

New Construction Permits: 10

New Residential Construction Value: **\$2,590,269**

Total Value of Construction for May: **\$2,590,269**

**June 2023**Residential New Construction Permits: **19**Commercial New Construction Permits: **2**New Construction Permits: **21**New Residential Construction Value: **\$5,216,905**New Commercial Construction Value: **\$2,025,000**Total Value of Construction for June: **\$7,241,905****July 2023**Residential New Construction Permits: **6**New Construction Permits: **6**New Residential Construction Value: **\$1,455,610**Total Value of Construction for July: **\$1,455,610****August 2023**Residential New Construction Permits: **11**Commercial New Construction Permits: **1**Municipal New Construction Permits: **2**New Construction Permits: **14**New Residential Construction Value: **\$2,853,435**New Commercial Construction Value: **\$947,690**New Municipal Construction Value: **\$16,000,000**Total Value of Construction for August: **\$19,801,125****September 2023**Residential New Construction Permits: **14**New Construction Permits: **14**New Residential Construction Value: **\$3,144,815**Total Value of Construction for September: **\$3,144,815****October 2023**Residential New Construction Permits: **40**Commercial New Construction Permits: **1**New Construction Permits: **41**New Residential Construction Value: **\$9,192,178**New Commercial Construction Value: **\$791,400**Total Value of Construction for October: **\$9,983,578**Total New Construction Permits: **134**Total Residential New Construction Permits: **128**Total Commercial New Construction Permits: **4**Total School New Construction Permits: **0**Total Value of New Construction: **\$52,005,246**Total Value of New Residential Construction: **\$32,241,156**Total Value of New Commercial Construction: **\$3,764,090**

Total Value of New School Construction:

## Town of Cedar Lake

### Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

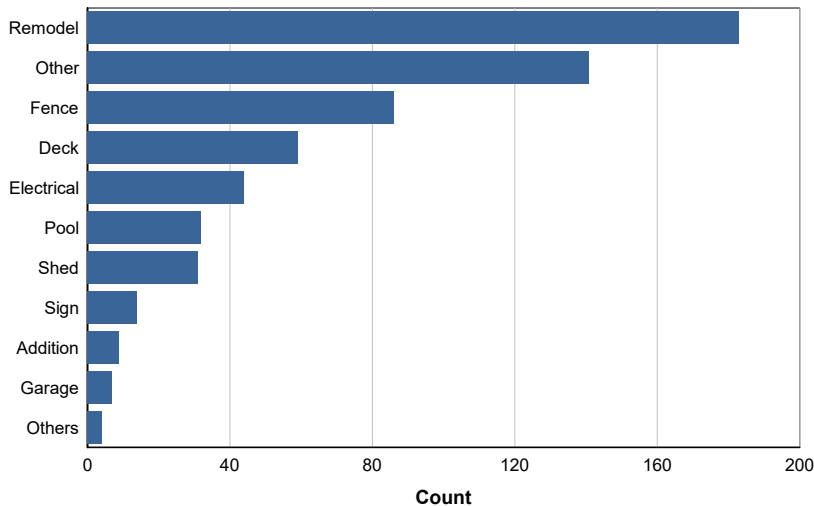
Tel (219) 374-7000 - Fax (219) 374-8588



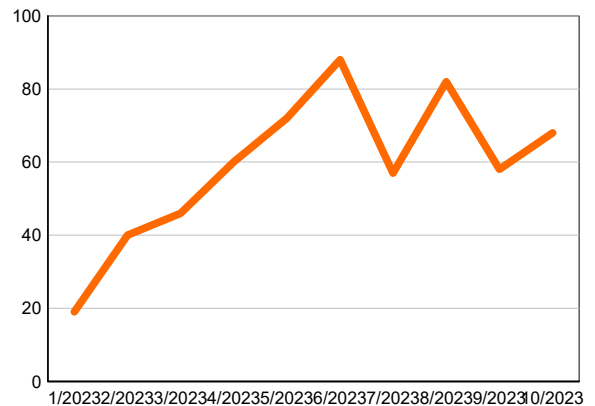
## Report of All Other Permits

1/1/2023 to 10/31/2023

Grouped by Month



## Permits by Month



### Project Class

#### January 2023

Other Residential Permits: 18

Other Commercial Permits: 1

Total of Other Permits: 19

Other Residential Permits Value: **\$679,638**

Other Commercial Permits Value: **\$2,000**

Total Value of All Other Permits: **\$681,638**

#### February 2023

Other Residential Permits: 35

Other Commercial Permits: 1

Other Permits: 4

Total of Other Permits: 40

Other Residential Permits Value: **\$787,399**

Other Commercial Permits Value: **\$0**

Other Permits Value: **\$36,262**

Total Value of All Other Permits: **\$823,661**

#### March 2023

Other Residential Permits: 40

Other Commercial Permits: 5

Other Permits: 1

Total of Other Permits: 46

Other Residential Permits Value: **\$739,681**

Other Commercial Permits Value: **\$153,106**

Other Permits Value: **\$500**

Total Value of All Other Permits: **\$893,287**

#### April 2023

Other Residential Permits: 54

Other Commercial Permits: 6

Total of Other Permits: 60

Other Residential Permits Value: **\$1,486,308**

Other Commercial Permits Value: **\$112,757**

Total Value of All Other Permits: **\$1,599,065**

Project Class

**May 2023**

Other Residential Permits: <b>68</b>	Other Residential Permits Value: <b>\$906,582</b>
Other Commercial Permits: <b>2</b>	Other Commercial Permits Value: <b>\$15,000</b>
Other Permits: <b>2</b>	Other Permits Value: <b>\$23,298</b>
Total of Other Permits: <b>72</b>	Total Value of All Other Permits: <b>\$944,880</b>

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**June 2023**

Other Residential Permits: <b>79</b>	Other Residential Permits Value: <b>\$882,058</b>
Other Commercial Permits: <b>4</b>	Other Commercial Permits Value: <b>\$60,310</b>
Other Permits: <b>5</b>	Other Permits Value: <b>\$58,633</b>
Total of Other Permits: <b>88</b>	Total Value of All Other Permits: <b>\$1,001,001</b>

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**July 2023**

Other Residential Permits: <b>54</b>	Other Residential Permits Value: <b>\$690,182</b>
Other Commercial Permits: <b>2</b>	Other Commercial Permits Value: <b>\$47,250</b>
Other Permits: <b>1</b>	Other Permits Value: <b>\$200</b>
Total of Other Permits: <b>57</b>	Total Value of All Other Permits: <b>\$737,632</b>

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**August 2023**

Other Residential Permits: <b>78</b>	Other Residential Permits Value: <b>\$1,580,913</b>
Other Commercial Permits: <b>2</b>	Other Commercial Permits Value: <b>\$75,950</b>
Other Permits: <b>2</b>	Other Permits Value: <b>\$28,853</b>
Total of Other Permits: <b>82</b>	Total Value of All Other Permits: <b>\$1,685,716</b>

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**September 2023**

Other Residential Permits: <b>51</b>	Other Residential Permits Value: <b>\$835,211</b>
Other Commercial Permits: <b>5</b>	Other Commercial Permits Value: <b>\$95,600</b>
Other Permits: <b>2</b>	Other Permits Value: <b>\$5,945</b>
Total of Other Permits: <b>58</b>	Total Value of All Other Permits: <b>\$936,756</b>

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**October 2023**

Other Residential Permits: <b>61</b>	Other Residential Permits Value: <b>\$861,931</b>
Other Commercial Permits: <b>5</b>	Other Commercial Permits Value: <b>\$86,440</b>
Other Permits: <b>2</b>	Other Permits Value: <b>\$27,254</b>
Total of Other Permits: <b>68</b>	Total Value of All Other Permits: <b>\$975,625</b>

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Grand Total of Other Permits: **590**

Grand Total Value of All Other Permits: **\$10,279,261**



November 16, 2023

Town Council  
Town of Cedar Lake  
7408 Constitution Avenue  
P. O. Box 707  
Cedar Lake, Indiana 46303

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for November 21, 2023 Town Council Meeting  
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the November 21, 2023 Town Council Meeting. This report covers activities for the period of October 14, 2023 through November 16, 2023.

### **1) Cedar Lake Dredging and Sediment Dewatering Facility Project**

Dredging operations have stopped for the 2023 calendar year. Estimated end-of-year dredge volumes are +/- 270,000 CYS. All of Area #1 was completed and parts of Area #12 were completed. Pay Application #6 was provided to the Town on November 14<sup>th</sup>. CBBEL will be reviewing as-built bathymetric surveys to confirm dredge volumes over the winter.

Dredge America is currently completing shutdown operations. The dredge will be removed from the lake just after the Thanksgiving holiday and returned sometime in April 2024. The pipe will be sunk for the winter and the booster pump barge will remain. Crossing buoys will be removed but ball buoys will remain. The Sediment Dewatering Facility is being slowly drawn down for the year. Once the drawdown has been completed, the SDF will be plugged for the winter. The site will be occasionally monitored throughout the winter by CBBEL. Dredge America will have no personnel in Town for the winter.

The water treatment additive (flocculant) application is still being reviewed by IDEM. It will not be utilized until approval has been granted.



## 2) MS4 Coordination

*No Change from Previous Report.* CBBEL has been performing dry weather outfall screening in accordance with IDDE requirements throughout Town. These will be on-going until all outfalls have been tested. CBBEL is also updating the Town's storm sewer atlas with recent information.

## 3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21<sup>st</sup> that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133<sup>rd</sup> Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133<sup>rd</sup> Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The design of the project will be funded by the Town and CBBEL will provide a design proposal soon. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match). These values will most likely be adjusted for projected inflation.

CBBEL recently completed a wetland delineation along 133<sup>rd</sup> Avenue, west of Lemon Lake Park. This will aid in estimating any wetland impacts necessary to elevate the roadway embankment to prevent future flooding. CBBEL provided a design proposal to the Town earlier this week for this project.

## 4) Other Funding Opportunities

- **Community Crossing Grant, 2022-2:** *No Change from Previous Report.* CBBEL is working with the Town Clerk-Treasurer to complete close-out documentation for this project through INDOT.
- **Community Crossing Grant, 2023-2:** An application was completed and submitted to INDOT for crack sealing throughout Town and thermoplastic striping on 133<sup>rd</sup> Avenue, west of US-41 and 133<sup>rd</sup> Avenue, east of Morse Street. The Town was notified on November 3, 2023 that they have been awarded the requested funds of \$87,200.00. This project will be completed in the Spring 2024.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** Bids were opened on October 10<sup>th</sup> for this project. An award letter is on this month's agenda to H3 Concrete. This project will finish all sidewalk and ADA improvements within the Lynnsway Subdivision. This project will be completed in Spring 2024.

- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** It is our understanding the Town closed this project out with the IDDC and it is now completed.
- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10<sup>th</sup>. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL is completing a draft of the Local Road Safety Plan for the Town.

- **PCB Monsanto Class Action Settlement**  
**City of Long Beach [CA], et al. v. Monsanto Company, et al.**  
*No Change from Previous Report.* On behalf of the Town, CBBEL submitted an application for Part B Special Funding on July 5<sup>th</sup> to request \$2 million in funding to be allocated to the dredge project and future Alum treatment. CBBEL was informed that no decisions will be made on this funding disbursement until after the April 27, 2024 grant submittal date.

## 5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141<sup>st</sup> Avenue): Surface asphalt was completed on Wheeler Street and Berkley Street earlier this week. Binder asphalt was completed on 141<sup>st</sup> Avenue with temporary wedges into existing pavement for the winter. Guardrail, shoulder/swale work, and temporary striping will be completed on 141<sup>st</sup> this year prior to the roadway re-opening to full traffic. Final completion of 141<sup>st</sup> Avenue and Phase 1B will be completed in the Spring 2024.

Pay Application #2 and the change order for sanitary sewer work will be forthcoming once the Contractor has submitted all appropriate documentation.

- 131<sup>st</sup> Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4<sup>th</sup> and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: *No Change from Previous Report.* CBBEL has provided a project initiation form from CSX railroad that needs to be signed by the Town prior to the railroad's sub-consultant's being approved to begin engineering

reviews. CBBEL has also provided the sidewalk layout plan to staff for the 141<sup>st</sup> Avenue crossing near the middle/elementary school.

The four proposed crossings are at 141<sup>st</sup> Avenue between the Hanover Central Middle School/Railsides and Rose Garden Estates/Centennial, 141<sup>st</sup> Avenue between Beacon Pointe/Beacon Pointe East, 137<sup>th</sup> Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133<sup>rd</sup> Avenue over the CSX RR bridge near Smith Concrete.

- Road Impact Fee: *No Change from Previous Report*. CBBEL provided a memorandum on June 23<sup>rd</sup> summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL has provided easement and legal description information to the Town Attorney review. NIPSCO is requiring an easement along the north side of the fire station to deliver power. CBBEL is also coordinating the Morse Street watermain project with the project team.

CBBEL has completed engineering plans for the Emergency Vehicle Preemption system to be installed on Morse Street outside of the new Fire Department complex. This project will be advertised to bid or quoted prior to the new year.

## **6) Redevelopment Commission**

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: This project has been awarded and all contracts have been executed. We are coordinating with Public Works staff, Town staff, IDEM, and the Police-Fire team to receive information related to the Notice of Intent submittal. A Notice to Proceed will not be issued until the NOI is accepted by IDEM. CBBEL is currently completing a water model for the east side water utility to obtain the NOI for the watermain project.

## **7) Plan Commission**

CBBEL has been completing civil review and coordination activities for the following proposed developments:

- Novak Parcel (129<sup>th</sup> Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Monastery Woods, North – Phase 3: CBBEL issued a comment letter on November 15<sup>th</sup> for the Applicant to address.

- Centennial Townhomes: CBBEL issued a comment letter on November 8<sup>th</sup> for the Applicant to address.
- Seal Tight Exteriors (Lakeview, Lot 10): CBBEL received a resubmission on November 1<sup>st</sup> and is currently reviewing.
- Lakeside South PUD: CBBEL met with Town staff and Schilling Development to discuss remaining items for the development.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15<sup>th</sup>.
- Red Cedars PUD: CBBEL issued a comment letter on November 15<sup>th</sup> for the Applicant to address.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15<sup>th</sup>.
- Bank Shots: CBBEL issued a comment letter on October 26<sup>th</sup> for the Applicant to address.
- Jets-Wingstop: CBBEL issued a comment letter on October 26<sup>th</sup> for the Applicant to address.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon.

**8) Stormwater Management Board** *(No November meeting was held since quorum was not met)*

7513 W. 136<sup>th</sup> Lane, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **The finalized easement documents were received from the Town Attorney on September 7<sup>th</sup>.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **The Town Attorney submitted information regarding this item to CBBEL and the Town on September 13<sup>th</sup>.**

6425 W. 145<sup>th</sup> Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **The Town Attorney submitted information regarding this item to CBBEL and the Town on November 2<sup>nd</sup>.**

9000 W. 130<sup>th</sup> Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe. It

appears the pipe is partially collapsed within sections of the run. CBBEL will work with Public Works staff to determine if the pipe should be replaced or can be repaired. The pipe does appear to be located within an existing drainage easement. **No Change.**

7320 W. 140<sup>th</sup> Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **The Town Attorney submitted information regarding this item to CBBEL and the Town on November 2<sup>nd</sup>.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: Additional information was presented to Storm Board at the September meeting. This storm sewer system consists of multiple different pipe materials, blind connections, and failing pipes. This will be a significant project that is most likely beyond the annual budget constraints of Storm Board. This will be part of a larger capital improvement project at a later date. **No Change.**

Sleepy Hollow Ditch: CBBEL received easement information from DVG on June 27<sup>th</sup> and we are currently reviewing.

50/50 Rearyard Drainage Program: CBBEL prepared draft guidelines for the board's review. The purpose of this program would allow for a cost share with the homeowner to install rearyard drainage in older pre-platted subdivisions with little to no existing storm sewer. The cost share would be capped at \$5,000 for the homeowner and costs above this cap would be incurred by the Town. No vote was made at the meeting. **No Change.**

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal may be combined with work related to a Stormwater System Development Charge.**

## **9) Building Department**

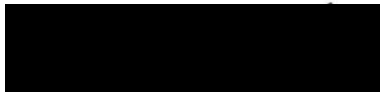
CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial Villas/Estates, Beacon East, Beacon West (Phases 5-7), Lakeside Unit 2 Block 1, Hanover Central Middle/Elementary School, Cedar Lake Storage, Lakeview Business Park, Oakwood, Police/Fire Complex, 141<sup>st</sup> Partners Storage, and Railside. MCM 4 construction inspections are also being completed at each development, where applicable.

CBBEL was directed to prepare MS4 summary letters for sites with violations this year. All fines have been paid except for five. Drafts of these letters have been provided to Town staff for review.

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31<sup>st</sup>. CBBEL will be continuing updates to the Town's Subdivision Ordinance, Development Standards Manual, and Stormwater Ordinances throughout Summer/Fall 2023. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town.

Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Donald C. Oliphant, PE, CFM, CPESC, CPMSM  
Civil Engineer

L060015 Council Report 111623.docx

CC: Town Manager  
Planning Director  
Director of Operations  
Building Administrator  
Town Attorney

Attachments: Project Status Report  
All Projects Schedule

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 11/16/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 11/21/23 meeting	Completed	11/16/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
				<p>Dredging operations have stopped for the 2023 calendar year. Estimated end-of-year dredge volumes are +/- 270,000 CYs. All of Area #1 was completed and parts of Area #12 were completed. Pay Application #6 was provided to the Town on November 14<sup>th</sup>. CBBEL will be reviewing as-built bathymetric surveys to confirm dredge volumes over the winter.</p> <p>Dredge America is currently completing shutdown operations. The dredge will be removed from the lake just after the Thanksgiving holiday and returned sometime in April 2024. The pipe will be sunk for the winter and the booster pump barge will remain. Crossing buoys will be removed but ball buoys will remain. The Sediment Dewatering Facility is being slowly drawn down for the year. Once the drawdown has been completed, the SDF will be plugged for the winter. The site will be occasionally monitored throughout the winter by CBBEL. Dredge America will have no personnel in Town for the winter.</p> <p>The water treatment additive (flocculant) application is still being reviewed by IDEM. It will not be utilized until approval has been granted.</p>	
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	– 11/16/23 Council Report for details.	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	This project has been awarded and all contracts have been executed. We are coordinating with Public Works staff, Town staff, IDEM, and the Police-Fire team to receive information related to the Notice of Intent	ongoing

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 11/16/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				submittal. A Notice to Proceed will not be issued until the NOI is accepted by IDEM. CBBEL is currently completing a water model for the east side water utility to obtain the NOI for the watermain project. – 11/16/23 Council Report for details.	
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	Surface asphalt was completed on Wheeler Street and Berkley Street earlier this week. Binder asphalt was completed on 141 <sup>st</sup> Avenue with temporary wedges into existing pavement for the winter. Guardrail, shoulder/swale work, and temporary striping will be completed on 141 <sup>st</sup> this year prior to the roadway re-opening to full traffic. Final completion of 141 <sup>st</sup> Avenue and Phase 1B will be completed in the Spring 2024.  Pay Application #2 and the change order for sanitary sewer work will be forthcoming once the Contractor has submitted all appropriate documentation. – see 11/16/23 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<i>No Change from Previous Report.</i> CBBEL has been performing dry weather outfall screening in accordance with IDDE requirements throughout Town. These will be on-going until all outfalls have been tested. CBBEL is also updating the Town's storm sewer atlas with recent information – see 11/16/23 Council Report for details.	ongoing



Cedar Lake All Projects' Schedules

	2022												2023												2024												
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Morse Street/Constitution Ave Watermain Ext																																					
Construction, TBD																						TBD															
Shades Subdivision																																					
Construction																																					
Stage 2 - Cedar Lake Dredging																																					
Construction																																					

