

**PLANNED UNIT DEVELOPMENT AGREEMENT FOR
RED CEDARS**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT FOR RED CEDARS (hereinafter “Agreement”), is made and entered into as of the _____ day of _____, 2023 (“Effective Date”), by the **Town of Cedar Lake, Indiana**, a Municipal Corporation, (hereinafter, the “Town”), and **LBL DEVELOPMENT LLC**, a Limited Liability Company (hereinafter the “Developer), duly organized and existing under the applicable laws of the State of Indiana.

WITNESSETH:

WHEREAS, the Developer is the owner of the following-described parcel(s) of real estate located in Cedar Lake, Lake County, Indiana (the “Real Estate”)

See legal description attached hereto and made a part hereof as “Exhibit A”, and which is commonly known as Red Cedars, the property bifurcated by 145th Avenue, Morse St. on the east, and Cedar Lake on the West; and

Parcel Numbers
45-15-35-351-001.000-043
45-15-35-326-003.000-043
45-15-35-185-007.000-043
45-15-35-185-006.000-043
45-15-35-185-009.000-043
45-15-35-185-008.000-043
45-19-02-100-002.000-058

WHEREAS, the Developer has submitted a formal proposal for a Planned Unit Development (PUD) Zoning District classification to be located on the Real Estate, which includes: (a) Preliminary Development Plan and Development Plan of Red Cedars presented to the Plan Commission on _____, 2023 (hereinafter, the “Development Plans”), a copy of which is attached hereto, and made a part hereof as Exhibit “B”; (b) the Red Cedars Planned Unit Development Guidelines (the “PUD Guidelines”), a copy of which is attached hereto and made a part hereof as Exhibit “C”, and (c) the declaration of Covenants, Conditions, Restrictions and Easements for Red Cedars (hereinafter, the “Declaration of Covenants”), the final version of which shall not be inconsistent with the Planned Unit Development Zoning Ordinance, which proposed Declaration of Covenants is attached hereto and made a part hereof as Exhibit “D” (the Development Plans, PUD Guidelines, Cedar Lake PUD Zone Map Amendatory Ordinance No. _____, and Declaration of Covenants are hereinafter collectively known as the “Red Cedars PUD”), and

WHEREAS, a public hearing was held as required by applicable law on _____, 2023, and whereby thereafter at the conclusion of said public hearing the Town of Cedar Lake Plan

Commission, on _____, 2023, and whereby thereafter at the conclusion of said public hearing the Town of Cedar Lake Plan Commission on _____, 2023 _____ recommended the rezoning of the Real Estate from Chapter 4-Wetland and Watercourse (WW) Zoning and Chapter 5-Residential (R-1) Zoning, to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), approved the Zone Map Amendatory Ordinance and Red Cedars PUD at the Town Council meeting on _____, 2023, subject to the Town and Developer entering into this Agreement as required in Section I of Chapter 9 – Planned Unit Development (PUD) Zoning District Classification; and

WHEREAS, Developer is willing and able to enter into this Agreement, as required by the terms in Section I of Chapter 9 – Planned Unit Development (PUD) Zoning District Classification.

NOW, THEREFOR, in consideration of the 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 Agreement. The representations, covenants, recitations, and Exhibits set forth in the Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though the same were fully set forth in this agreement.
2. Agreement to Complete in Accordance with PUD. In accordance with Section I of Chapter 9 of the Town Zoning Ordinance No. 1402, as amended, 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 Red Cedars PUD, as it may be amended pursuant to IC 36-7-4-1505(c).
3. Breach. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, 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 Agreement 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 Agreement may be amended only by the mutual consent of the Parties and execution of said amendment by the Parties, in conformance with the Town Zoning Ordinance no. 1402, all amendments thereto, and all applicable laws.
5. No Other Agreement. Except as expressly provided herein, this agreement 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 Agreement 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

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

- 7. Indian Law. This Agreement shall be construed in accordance with the applicable 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: Town Manager
 And Town Planning Director

WITH COPY TO:

 Attention: _____

DEVELOPER:

LBL DEVELOPMENT LLC and its Manager
 Lotton Development
 14400 Lake Shore Drive
 Cedar Lake, IN 46303

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. 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. Any Party entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all actions have been taken and done to perform as contemplated by this Agreement. Furthermore, the Parties hereto represent and warrant that any and all signatures appearing in this Agreement are authorized on behalf of same.
- 10. Public Meeting Action. It is expressly acknowledged and stated that this Agreement is entered into by the Town after action at a public meeting of the Town Council of the Town on _____, 2023, wherein by a vote of _____ in favor and _____ against, the President of the Town Council and Town Clerk-Treasurer, respectively, were directed and authorized to execute and attest the same, and deliver this Agreement.

[Signature Page Follows]

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

**(“TOWN”) TOWN OF CEDAR LAKE
LAKE COUNTY, INDIANA, TOWN COUNCIL**

Richard Sharpe, Town Council President

John C. Foreman, Town Council V.P.

Robert H. Carnahan, Town Council Member

Nick Recupito, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

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

(“DEVELOPER”) LBL DEVELOPMENT LLC
an Indiana limited liability company
BY: Its Manager, Lotton Development

John Lotton, President

ATTEST:

Jonathan Lotton, Vice President

EXHIBITS

- A. Legal Description
- B. Preliminary Development Plan and Development Plan
- C. PUD Guidelines
- D. Covenants and Restrictions

**EXHIBIT A
RED CEDARS
LEGAL DESCRIPTION**

PARCEL I:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THE WEST 1320 FEET OF THE NORTH 290 FEET OF SAID TRACT, BEING THAT PART OF SAID TRACT HERETOFORE PLATTED AND SUBDIVIDED AS CURRAN'S SOUTH SHORE ANNEX, CEDAR LAKE, IN LAKE COUNTY, INDIANA.

PARCEL II:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THEREFROM THE NORTH 145 FEET OF THE EAST 155 FEET THEREOF.

PARCEL III:

PART OF GOVERNMENT LOT 2 IN SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 238.71 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ON THE SOUTH LINE OF SAID LOT 2 TO THE SHORE OF CEDAR LAKE; THENCE NORTHERLY ON THE WEST LINE OF GOVERNMENT LOT 2 (THE SHORE OF CEDAR LAKE) TO THE SOUTHERLY LINE OF LOT "A" OF SURPRISE PARK ON THE LAKE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID LOT "A", AND SAID LINE PRODUCED TO THE EASTERLY LINE OF LAKE SHORE DRIVE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE NORTHEASTERLY ON EAST LINE OF LAKE SHORE DRIVE 197.5 FEET TO AN IRON PIPE; THENCE EASTERLY AT AN ANGLE OF 104 DEGREES 3 MINUTES, MEASURED SOUTH TO EAST FROM LAST DESCRIBED LINE A DISTANCE OF 501.12 FEET TO AN IRON PIPE; THENCE EAST 340 FEET; THENCE NORTH 178.66 FEET, MORE OR LESS, TO SOUTH LINE OF TECUMSEH LANE; THENCE EASTERLY ON THE SOUTH LINE OF TECUMSEH LANE TO EAST LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH ALONG THE EAST LINE OF U.S. GOVERNMENT LOT 2 TO A POINT 308.71 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 2; THENCE WEST 238.71 FEET; THENCE SOUTH 308.71 FEET TO THE POINT OF BEGINNING, EXCEPT FROM ABOVE PARCEL LOT "B" OF SURPRISE PARK ON THE LAKE AND THE ROAD SURROUNDING LOT "B" AS SHOWN ON THE PLAT OF SAID SUBDIVISION, ALL IN LAKE COUNTY, INDIANA, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET,

THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 90 DEGREES WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE, A DISTANCE OF 386.50 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 30 SECONDS WEST PARALLEL TO AND 40.00 FEET EAST OF THE EAST LINE OF THE EXISTING FOUNDATION OF THE HOUSE AT 7304 WEST 145TH AVENUE, A DISTANCE OF 205.00 FEET; THENCE NORTH 90 DEGREES WEST, 125.00 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 30 SECONDS EAST, 205.00 FEET TO THE SAID SOUTH LINE OF THE NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE; THENCE SOUTH 90 DEGREES EAST, 125.00 FEET TO THE POINT OF BEGINNING, NOT INCLUDING THE RIGHT 30 FEET RIGHT OF WAY OF WEST 145TH AVENUE.

PARCEL IV:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL V:

THE NORTH 16 1/2 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

Preliminary
Development Plan

EXHIBIT B



SITE DATA

LAND USE	UNITS	AREA	% OF SITE
SINGLE-FAMILY HOMES (50'w x 130'd TYP.)	177	38.7	26.7%
SINGLE-FAMILY HOMES (60'w x 130'd TYP.)	40	10.2	7.0%
ESTATE HOMES	5	4.2	2.9%
TOWNHOMES	217	15.1	10.4%
W 145TH AVE. R.O.W.	-	1.6	1.1%
20' MORSE ST. 1/2 R.O.W.	-	1.2	1.0%
OPEN SPACE / DETENTION	-	73.8	50.9%
TOTAL	439	144.8	100.0%



CONCEPT PLAN
CEDAR LAKE, INDIANA

7/6/2023

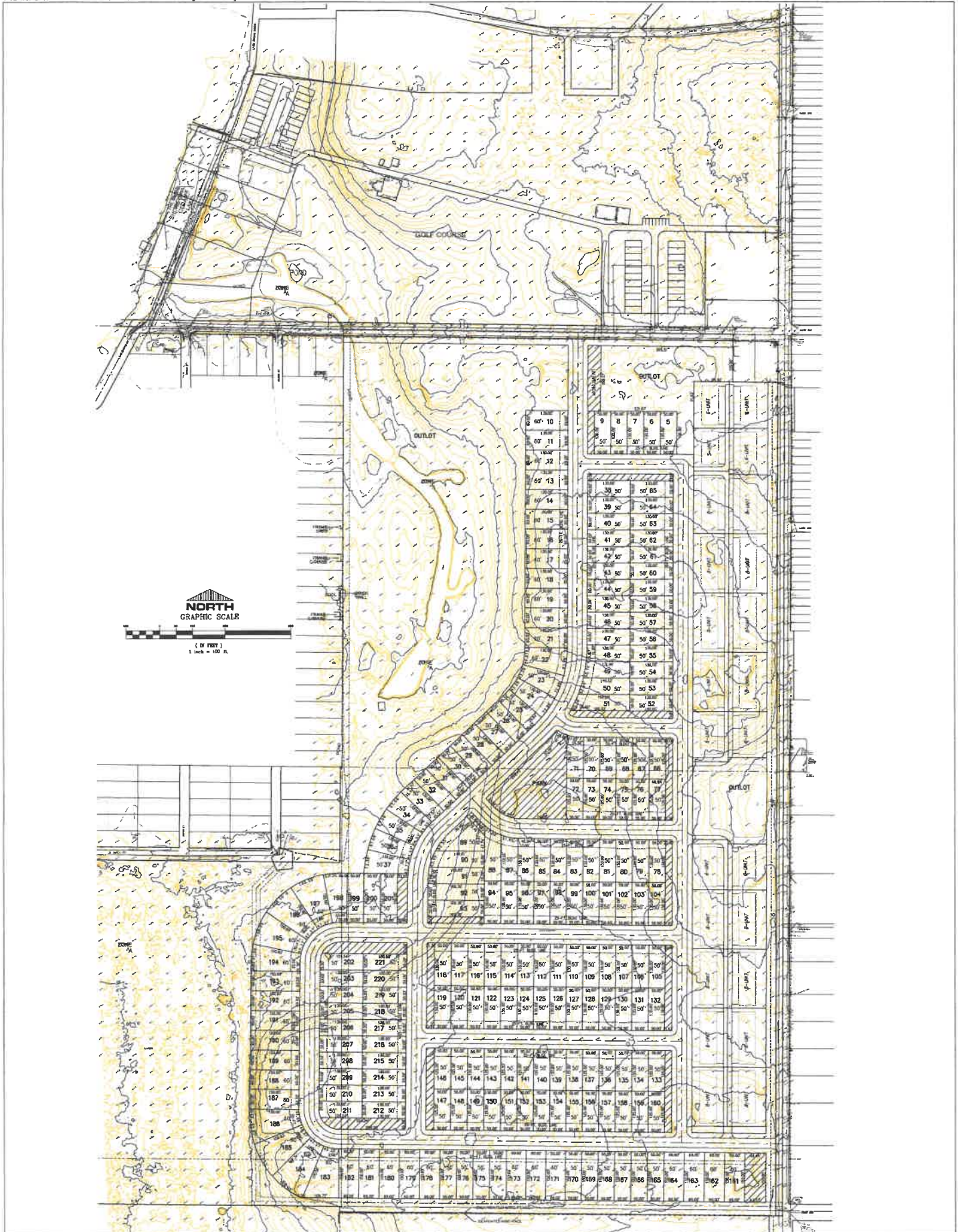
LOTION DEVELOPMENT, LLC
CEDAR LAKE, INDIANA



GARY R. WEBER
ASSOCIATES, INC.
1400 E. 83RD AVENUE
TULSA, OKLAHOMA 74117
PHONE: 918.438.1111
WWW.GRWASOCIATES.COM

EXHIBIT B

FILE NO: 212021-2522 South Shore - Cedar Lake (Lotion)\awg\2021-2022.dwg 6/27/2023 10:00:02 PM CDT



CLIENT: Lotion Development 8310 W. 147th Avenue Cedar Lake, Indiana 46303	07-07-2023 08-27-2023 09-15-2023 05-31-2023
JOB NO: 2021-5052	REVISIONS:
SCALE: 1" = 100'	DATE: 10-31-2022

RED CEDARS
DEVELOPMENT PLAN

TORRENGA ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
Tel. No.: (219) 898-0918
website: www.torrenge.com



SHEET

EXHIBIT C
TOWN OF CEDAR LAKE
PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES FOR RED CEDARS

I. STATEMENT OF PURPOSE AND INTENT

Red Cedars, located in Cedar Lake, Indiana, is an approximate 144-acre residential community consisting of single-family detached homes and single family attached homes generally consistent with the Development Plan(s) attached hereto, as “Exhibit B”, and made a part hereof (the “Development Plans”). Red Cedar’s goals are to provide a variety of housing styles and types to serve the residential needs of the community. That part of Red Cedars on the north side of 145th Ave will have 5 large single-family home lots that front Cedar Lake, 40 Townhome units, and a 20,000 to 30,000 square foot building that will be utilized for the personal and business-related matters of the owner(s).

II. AUTHORITY AND DEFINITIONS

Authority. The standards in these Guidelines will apply to all property contained within the Red Cedars Planned Unit Development. The Guidelines will become the governing standards for review, approval, and modification of development activities occurring on the property. The Town Subdivision Control Ordinance, Zoning Ordinance, and regulations for the Town of Cedar Lake shall be objectively applied where the provisions of this guide do not address a specific subject. Permits required from any State or Federal agency shall only be subject to the review and approval process of that agency. Should a conflict arise with any Town Ordinances, this document shall control.

Definitions.

1. “HOA” – Red Cedars Homeowner’s Association
2. “Lot Width” – The horizontal distance between side lot lines measured at the established front yard set back line or building line.
3. “Planned Unit Development (PUD)” – All documents associated with the Red Cedars Planned Unit Development.
4. “Single Family Residence” – A detached or attached residential dwelling unit(s).
5. “Development Plans” – The Preliminary Development Plan and/or Development Plan s of Red Cedars, a Planned Unit Development, presented to the Cedar Lake Plan Commission on _____, 2023 and which is attached as Exhibit “B” to the Planned Unit Development Agreement for Red Cedars.
6. Density – Shall be based upon the total number of housing units divided by the project site of 144 acres, as shown on Exhibit B.

III. GENERAL LOCATION, LAND USE, AND LEGAL DESCRIPTION

Location and Surrounding Land Uses. The proposed community of Red Cedars is approximately 144 acres in size and is located at the southwest corner of Cedar Lake, bifurcated north and south by 145th avenue, Cedar Lake on the west, Morse St. on the east, and 10 incorporated acres on the south. The property was formerly South Shore Golf Course and is presently un-developed.

Access. Primary access to the development will be from 145rd Ave, as reflected on the Development Plans/Development Plan(s). Secondary access will be provided from Morse Street.

Legal Description. See legal description attached hereto as exhibit "A".

IV. PLANNED UNIT DEVELOPMENT GUIDELINES

Red Cedars provides flexibility to accommodate various types and styles of Single-Family Residences as described herein. The land uses identified in the Planned Unit Development (PUD) Plan allows for flexibility to respond to market conditions and various lifestyle choices while maintaining the character and integrity of the development plans. Individual lot boundaries shall be approved consistent with the Development Plan(s). An approved Final Subdivision Plat will determine the actual boundary of each individual lot. Transfer of density is permitted between phases, but in no instance will the total density of Red Cedars exceed 3 units per acre, based upon the 144-acre PUD Subdivision.

V. PLANNED UNIT DEVELOPMENT (PUD) PERMITTED USES

Single-Family Residences. Identified on the Development Plans for both detached and attached units. The number of each type of unit shall be generally consistent with the site data table on the Development Plan(s), attached hereto as Exhibit "B."

Permitted Uses:

1. Single-Family detached dwellings. Representative elevations of the homes include, but are not limited to the renderings attached hereto as Exhibit "C."
2. Single-Family attached dwellings. Representative elevations of the homes include, but are not limited to the renderings attached hereto as Exhibit "C." The attached dwelling units will consist of Townhomes.

Special Conditions for Single-Family detached dwellings (south side of 145th Ave):

1. Lot area will be between 5,750 square feet (50' width X 115' Depth) and 7,500 square feet (50' width X 150' depth).
2. Lot width will be 50' at the building line, as shown on the Development Plans.

3. Lot front yard set-back will be 25' minimum at the building line.
4. Lot side yard set-back will be 5' minimum from the side lot line on all interior lots.
5. Lot side yard set-back will be 15' on all corner units; street side only.
6. Lot rear yard set-back will be 25' minimum from the rear lot line.
7. Drainage and Utility easements will be as shown on the Secondary Plat.
8. The finished floor area will range from 1,200 square feet to 2,600 square feet.
9. Homes will have an attached two car garage.
10. Homes will include various accents, including the use of masonry, brick, smart side, fiber cement board, such as Hardie, or stone.
11. All driveways shall be concrete, asphalt, or brick pavers. All builders will be responsible for the installation of a 5' public sidewalk of poured concrete along all street frontages and adjacent outlots, in the public right-of-way as shown on the development plans or subdivision plat. All sidewalks will comply with the construction standards of the Town of Cedar Lake.
12. Finished floor area is defined as finished living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entryways, stairs and landings, and bath usage, but will exclude attached garages, open terraces, porches, basements, and breezeways.

Special Conditions for Single-Family attached dwellings (South side of 145th Ave):

1. Lot area will be a minimum of 8,625 square feet (75' width X 115' depth for Townhomes).
2. Lot width will be 75' for Townhomes as shown on the Development Plans.
3. Lot front yard set-back will be 25' minimum from the building line.
4. Lot side yard set-back will be 5' minimum from the side lot line on all interior lots.
5. Lot side yard set-back will be 15' on corner units; street side only.
6. Lot rear yard set-back will be 15' minimum from the rear lot line.
7. Drainage and Utility easements will be as shown on the Secondary Plat.
7. The finished floor area will range from 1,300 square feet to 1,800 square feet (Townhomes).
8. Homes will have an attached two car garage.
9. Front exterior of homes will include various accents including the use of masonry, brick, smart side, fiber cement board, such as Hardie, or stone.
10. All driveways shall be concrete, asphalt, or brick pavers. All builders will be responsible for the installation of a 5' public sidewalk of poured concrete along all street frontages and adjacent outlots in the public right-of-way as shown on the development plans or subdivision plat. All sidewalks will comply with the construction standards of the Town of Cedar Lake.
11. Finished floor area is defined as finished living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entryways, stairs and landings, and bath

usage, but will exclude attached garages, open terraces, porches, basements, and breezeways.

Open Space. Bicycle and walking trails, detention/retention areas, wetlands, wetland buffers, stormwater, environmental areas, landscape buffers, screening buffers, parks, wooded areas, and community amenities. The primary function of Open Space, on lots, is to serve the residents and guests of Red Cedars.

VI. COMMUNITY DEVELOPMENT REGULATIONS

General Development Regulations.

1. The community will be subject to a Declaration of Covenants and Restrictions (hereinafter, the “Covenants”), establishing procedures for architectural and landscape review and maintenance obligations.
2. The HOA will have the obligation to maintain common area facilities, landscaping, entries, signage, and detention areas. (See Covenants)
3. Sales offices in not more than three (3) unsold units are permitted for the duration of the development, and initial sale of lots and Residences in the entire Community to third party owners. Sales offices are permitted signage necessary to market the development and facilitate the sales of homes.
4. Road and other amenities and improvements shown on the PUD Development Plan(s) are conceptual only. The exact location may be modified during the construction or plan review process.
5. Separate construction entrances may be established and maintained throughout the Community as approved by the Town.
6. Road configuration shall be as shown on the Development Plans.

Roadway Standards.

Roads Dedicated to the Town of Cedar Lake

1. 60’ right-of-way
2. 30’ roadway width, back-to-back of curb
3. 5’ sidewalk at right-of-way line
4. 60’ radius for cul-de-sacs, for right-of-way
5. 45’ radius for cul-de-sac roadway

Roads that are private and maintained by the HOA

1. 20’ roadway width (minimum)

2. May or may not have curbing; will be asphalt paved
3. Will not be dedicated to the Town
4. No parking on private roads, except in dedicated locations
5. Will have a “turn around” at dead ends
6. Will have proper street signage
7. Will be identified on Development Plans

VII. **LIGHTING**

The lighting for the PUD will conform to the Lighting Regulations Ordinance and code provisions of the Town of Cedar Lake, as amended.

VIII. **DOWNSPOUT DISCHARGE and REAR YARD STORM SEWERS**

Downspout discharge will be allowed to release at grade. Rear yard storm sewers will be installed where a lot backs up to another lot and share a rear lot line. Lots that back up to Open Space or do not back up to another lot and so not share a rear lot line, will not be required to have rear yard storm sewers or inlets and may be allowed to sheet drain.

IX. **DRIVEWAYS**

All driveways constructed in the PUD are allowed to be made of brick, concrete or asphalt, or a similar material.

X. **OUTLOT LANDSCAPING REQUIREMENTS**

Outlots will contain a minimum of 2 trees, except where the outlot abuts an adjacent residential corner lot street side yard. No plantings shall be allowed that are on the Town of Cedar Lake prohibited species list. A landscape plan may be presented at Development Plans in accordance with the Town’s requirements. Areas of Outlots that are disturbed by construction activity shall be seeded, that are not below a normal water level, as set forth on the PUD Subdivision’s approved engineering plans. Seeding shall be a rye/bluegrass mix or other Town approved native grasses, unless otherwise stated on the final subdivision plans.

**EXHIBIT A
RED CEDARS
LEGAL DESCRIPTION**

PARCEL I:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THE WEST 1320 FEET OF THE NORTH 290 FEET OF SAID TRACT, BEING THAT PART OF SAID TRACT HERETOFORE PLATTED AND SUBDIVIDED AS CURRAN'S SOUTH SHORE ANNEX, CEDAR LAKE, IN LAKE COUNTY, INDIANA.

PARCEL II:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THEREFROM THE NORTH 145 FEET OF THE EAST 155 FEET THEREOF.

PARCEL III:

PART OF GOVERNMENT LOT 2 IN SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 238.71 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ON THE SOUTH LINE OF SAID LOT 2 TO THE SHORE OF CEDAR LAKE; THENCE NORTHERLY ON THE WEST LINE OF GOVERNMENT LOT 2 (THE SHORE OF CEDAR LAKE) TO THE SOUTHERLY LINE OF LOT "A" OF SURPRISE PARK ON THE LAKE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID LOT "A", AND SAID LINE PRODUCED TO THE EASTERLY LINE OF LAKE SHORE DRIVE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE NORTHEASTERLY ON EAST LINE OF LAKE SHORE DRIVE 197.5 FEET TO AN IRON PIPE; THENCE EASTERLY AT AN ANGLE OF 104 DEGREES 3 MINUTES, MEASURED SOUTH TO EAST FROM LAST DESCRIBED LINE A DISTANCE OF 501.12 FEET TO AN IRON PIPE; THENCE EAST 340 FEET; THENCE NORTH 178.66 FEET, MORE OR LESS, TO SOUTH LINE OF TECUMSEH LANE; THENCE EASTERLY ON THE SOUTH LINE OF TECUMSEH LANE TO EAST LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH ALONG THE EAST LINE OF U.S. GOVERNMENT LOT 2 TO A POINT 308.71 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 2; THENCE WEST 238.71 FEET; THENCE SOUTH 308.71 FEET TO THE POINT OF BEGINNING, EXCEPT FROM ABOVE PARCEL LOT "B" OF SURPRISE PARK ON THE LAKE AND THE ROAD SURROUNDING LOT "B" AS SHOWN ON THE PLAT OF SAID SUBDIVISION, ALL IN LAKE COUNTY, INDIANA, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET,

THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 90 DEGREES WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE, A DISTANCE OF 386.50 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 30 SECONDS WEST PARALLEL TO AND 40.00 FEET EAST OF THE EAST LINE OF THE EXISTING FOUNDATION OF THE HOUSE AT 7304 WEST 145TH AVENUE, A DISTANCE OF 205.00 FEET; THENCE NORTH 90 DEGREES WEST, 125.00 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 30 SECONDS EAST, 205.00 FEET TO THE SAID SOUTH LINE OF THE NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE; THENCE SOUTH 90 DEGREES EAST, 125.00 FEET TO THE POINT OF BEGINNING, NOT INCLUDING THE RIGHT 30 FEET RIGHT OF WAY OF WEST 145TH AVENUE.

PARCEL IV:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL V:

THE NORTH 16 1/2 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

Preliminary Development Plan

EXHIBIT B



SITE DATA

LAND USE	UNITS	AREA	% OF SITE
SINGLE-FAMILY HOMES (50'w x 130'd TYP.)	177	38.7	26.7%
SINGLE-FAMILY HOMES (60'w x 130'd TYP.)	40	10.2	7.0%
ESTATE HOMES	5	4.2	2.9%
TOWNHOMES	217	15.1	10.4%
W 145TH AVE. R.O.W.	-	1.6	1.1%
20' MORSE ST. 1/2 R.O.W.	-	1.2	1.0%
OPEN SPACE / DETENTION	-	73.8	50.9%
TOTAL	439	144.8	100.0%



CONCEPT PLAN CEDAR LAKE, INDIANA

7/6/2023

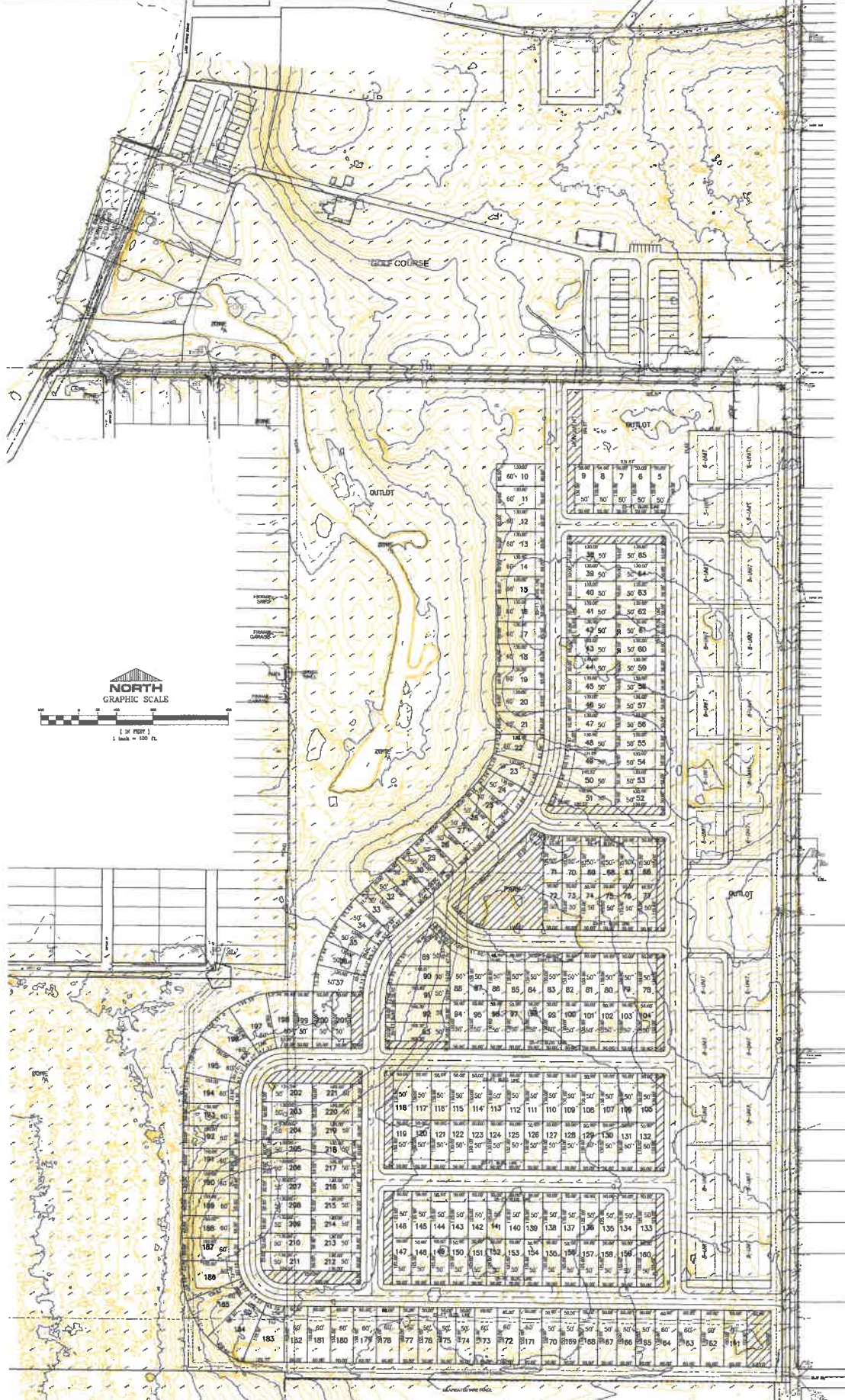
LOTTON DEVELOPMENT, LLC
CEDAR LAKE, INDIANA



GARY R. WEBER
ASSOCIATES, INC.
ARCHITECTS
PLANNERS
LANDSCAPE ARCHITECTS
INTERIOR DESIGNERS
www.grwa.com

EXHIBIT B

FILE NO: 242021-5052 South Shore - Cedar Lake (Lottan)dwg\2021-5052.dwg 6/27/2023 10:30:02 PM CDT



CLIENT:
Lottan Development
6310 W. 147th Avenue
Cedar Lake, Indiana 46303

JOB NO: 2021-5052

SCALE: 1" = 100'

07-07-2023
06-27-2023
06-15-2023
05-31-2023

REVISIONS:
DATE: 10-31-2022

RED CEDARS
DEVELOPMENT PLAN

TORRENGA ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
Tel. No.: (219) 888-8918 website: www.torrenge.com

TE SHEET

1,272 Living Square Footage

3 Bedrooms

2 Bathrooms



EXHIBIT C

1,385 Living Square Footage

3 Bedrooms

2 Bathrooms



1,865 Living Square Footage

2-3 Bedrooms

2 Bathrooms



1,510 Living Square Footage

4 Bedrooms

2.5 Bathrooms



1,651 Living Square Footage

4 Bedrooms

2.5 Bathrooms



1,818 Living Square Footage

3 Bedrooms + Loft

2.5 Bathrooms



2,051 Living Square Footage

4 Bedrooms

2.5 Bathrooms



2,356 Living Square Footage

4 Bedrooms

2.5 Bathrooms



2,155 Living Square Footage

3 Bedrooms + Loft

2.5 Bathrooms



2,600 Living Square Footage

4 Bedrooms + Loft

2.5 Bathrooms



Townhomes



1,500 – 1,800 Living Square Footage - 2-4 Bedrooms / 2-3 Bathrooms



1,300 – 1,600 Living Square Footage - 3-4 Bedrooms / 2-3 Bathrooms

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR RED CEDARS
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DECLARATION FOR RED CEDARS

This Declaration is made by LBL DEVELOPMENT LLC, an Indiana limited liability company ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Red Cedars (the "Development"). The Development shall include dwelling units and certain common areas.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises. As Supplemental Declarations are Recorded, the Premises will expand to include more and more portions of the Development Area. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises shall be designated as a Community Area hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, the Declarant has formed (or will form) the Association under the Indiana general not-for-profit corporation act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Nine and in the By-Laws, and the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Red Cedars Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

1.02 BOARD: The board of directors of the Association, as constituted at any time, or from time to time, in accordance with applicable provisions of Article Five and the By-Laws.

1.03 BY-LAWS: The By-Laws of the Association which are attached hereto as Exhibit C.

1.04 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.05 COMMUNITY AREA: Those portions of the Premises which are designated on Exhibit B as "Community Area", if any, together with all improvements thereto located above and below the ground, if any.

1.06 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY EXPENSES: The expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Community Area; the expense of providing all maintenance, repairs and replacements required to be provided by the Association pursuant to Article Three; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area owned by the Association; premiums for insurance policies maintained by the Association hereunder; if not separately metered or charged to the Owners, the cost of scavenger services or other necessary utility services to the Homes; any other expenses which are designated as Community Expenses hereunder; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made from Capital Reserves.

1.08 COUNTY: Lake County, Indiana or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.09 DECLARANT: LBL DEVELOPMENT LLC, an Indiana limited liability company, its successors, and assigns.

1.10 DECLARANT'S DEVELOPMENT PLAN: The Declarant's current plan for the Development, which shall be maintained by the Declarant at its principal place of business and may be changed at any time, or from time to time, without notice.

1.11 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by the Declarant as a "Designated Builder" in a Special Amendment or Supplemental Declaration, as more fully provided herein.

1.13 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens, or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.14 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.15 HOME: That portion of a Lot which is improved with a home.

1.16 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".

1.17 MUNICIPALITY: The Town of Cedar Lake, Indiana, its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.18 OWNER: A Record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant and each Designated Builder shall be deemed to be an Owner with respect to each Lot owned by the Declarant or the Designated Builder, as the case may be.

1.19 PERSON: A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.20 PLAT OF SUBDIVISION: A plat of subdivision Recorded with respect to all or a portion of the Premises, and/or the subdivision created thereby.

1.21 PREMISES: Those portions of the Development Area which are described in Exhibit B hereto, as amended from time to time, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises.

1.22 RECORD: To record in the office of the Recorder of Deeds for the County.

1.23 RESIDENT: An individual who resides in a Home and who is either the Owner, a tenant of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, tenant, or contract purchaser.

1.24 TURNOVER DATE: The date on which the right of the Declarant to designate the members of the Board is terminated under Section 9.05.

1.25 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant reserves the right and power from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public roads over and across the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality and any governmental authority which has jurisdiction

over the Premises shall have a non-exclusive easement of access over the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents, and contractors, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements to portions of the Premises, as required or permitted herein.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Board, including the right of the Association to come upon a Lot to furnish services required to be furnished by the Association hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Board (in consultation with each Designated Builder), any Owner may delegate his right to use and enjoy the Community Area and the Owner's Lot to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Premises shall always be subject to reasonable rules and regulations duly adopted by the Board (in consultation with each Designated Builder) from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area as dedicated on a Plat of Subdivision. In addition, the Municipality shall have a non-exclusive, perpetual easement for drainage from the public roads into the storm sewers and stormwater management areas which are owned by the Association, all without the payment of any fee, or any cost whatsoever, to the Association.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities. All proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all the roads or parking areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to

the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; provided, that, any Community Area which is made subject hereto after the Turnover Date shall be conveyed to the Association no later than ninety (90) days after such portion is made subject hereto.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE

Maintenance, Alterations and Other Matters

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY THE ASSOCIATION:

(a) Maintenance, repair, and replacement of the Community Area shall be furnished by the Association, and shall include, without limitation, the following:

(i) Grass cutting, added planting, replanting, care and maintenance of trees, shrubs, flowers, grass, and all other landscaping on the Community Area.

(ii) Maintenance, repair, and replacement of all improvements located on the Community Area which may include, without limitation, detention areas.

(iii) Periodic debris removal, trimming or mowing so that growth does not exceed 8", and such other maintenance as the Municipality may reasonably require within the geographic boundaries of the Development.

(b) The Association shall be responsible for the maintenance, repair and replacement of the cluster mailboxes and pads located on the Premises in accordance with the design, material and color as originally constructed by the Designated Builder or Homeowner. If individual mailboxes are utilized, it shall be the responsibility of the Designated Builder or Homeowner to purchase and install the mailbox.

(c) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Community Area ("Initial Plantings") as required hereunder, in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Community Expenses.

(d) The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, including, without limitation, the responsibilities of the Association described in Section 3.02(a) hereof, each Owner shall be responsible for the maintenance, repair and replacement of the Owner's Lot and the Home thereon.

(b) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board (in its reasonable judgment), then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the

Association. If the cost for any such utility is metered and charged to a Lot rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner of a Home is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.05 DAMAGE BY OWNER OR RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

(a) No alterations, additions or improvements shall be made to the Community Area without the prior written approval of the Board.

(b) The Association may cause alterations, additions, or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Community Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: With respect to any Lot which has been improved with a Home and conveyed to a bona fide purchaser for value, and without limiting the rights of the Declarant and Designated Builder in Section 9.09 below, no additions, alterations or improvements shall be made to any Lot or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of

the Board. The Board may (in consultation with each Designated Builder) adopt, and from time to time modify, policies concerning alterations, additions and improvements to Lots and Homes. The Board's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Board must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Board reserves the right and power to grant or deny requests as Board believes (after consulting with the Designated Builder which constructed the Home, if any) are appropriate in the Board's discretion. If an addition, alteration or improvement which requires the consent of the Board, the Declarant and/or a Designated Builder hereunder is made to a Lot by an Owner without such prior written consent, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant and/or Designated Builder no longer own or control title to any portion of the Development Area, the Declarant and/or Designated Builder may, in its or their discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board, the Declarant and/or Designated Builder, as applicable; or
- (c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

- (a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.
- (b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with the Community Area and any other improvements or areas required to be maintained by the Association.
- (c) The Board may, in its sole discretion, obtain any other insurance which it deems

advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(d) The Association shall have the authority to and shall obtain fidelity bonds indemnifying the Association, the Board, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association, in such amounts as the Board may deem desirable.

(e) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a nonprofit corporation, under the laws of the State of Indiana. The Association shall be the governing body for all the Owners for the administration and operation of the Community Area and for the maintenance repair and replacement of the Community Area.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Lot which it owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Lot

is owned by one individual, that individual shall be the Voting Member. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners, no designation is given, then the Board at its or there election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the board shall consist of that number of individuals provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and the Declarant, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Association or the Owners for any mistake of judgment or for 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 the Declarant and each of the directors and officers, and their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or 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 and 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 indemnification against all costs and expenses (including, but not limited to, counsel 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 directors and officers may be involved by virtue of such person being or having been such directors and officers; 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, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and any such settlement shall be final and shall bind all the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board, including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges, or actions to enforce the terms of any contract or agreement to which the Association is a party, or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses. For purposes hereof, (a) a Lot owned by the Declarant and each Designated Builder shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the Municipality with respect to the Home constructed thereon, and (b) a model home owned or leased by the Declarant or a Designated Builder shall not be subject to assessment hereunder.

6.02 COMMUNITY ASSESSMENT: Each year on or before December 1, the Board (in consultation with each Designated Builder) shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;

(c) The estimated net available cash receipts from the operation and use of the Community Area and sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable by the Owner of each Lot which is subject to assessment hereunder until the next Community Assessment or revised Community Assessment becomes effective, which amount shall be equal to the Community Assessment, divided by the number of Lots, so that each Owner shall pay equal Community Assessments for each Lot owned.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Board prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Homes have been sold, are occupied and are subject to assessment. Prior to the Turnover Date, each Owner of a Lot (other than Declarant and each Designated Builder) which is subject to assessment shall pay a Community Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed homes, as shown on the Declarant's Development Plan, so that each Owner (other than Declarant and each Designated Builder) will pay, with respect to each Lot which is subject to assessment and owned by the Owner, a Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed homes have been built, are occupied and are subject to assessment hereunder. The Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments billed to Owners (regardless of whether paid by Owners) and working capital contributions under Section 6.07 payable by Owners (other than Declarant and each Designated Builder) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the

Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and at such other times during such calendar year that periodic installments are due (if any), each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02. For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as a certificate of occupancy has been issued by the Municipality with respect to the Home constructed thereon.

6.04 REVISED ASSESSMENT: If the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots which are subject to assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Area shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital

Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Board elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements in connection with the Community Area. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Lot improved with a Home by the Declarant or a Designated Builder to a purchaser for value, and upon the closing of each subsequent sale of a Lot, the purchasing Owner shall make a capital contribution to the Association in an amount equal to the greater of (i) two hundred and fifty dollars (\$250.00) or (ii) one-fourth (1/4) of the current year's Community Assessment for that Lot, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment).

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and
Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. Any Owner that fails to comply with any provision of this Declaration or adopted Rules upon written notice of non-compliance from the Association will be liable to the Association in the amount of \$100.00

for the first violation, \$250.00 for the second violation, \$500.00 for the third violation, and \$1,000.00 for the fourth and every violation thereafter within a twelve month period and such amounts may be recorded as an assessment in the same manner as provided herein after fourteen (14) days expires from the written notice date. Each day a violation exists and notice is given shall constitute a separate violation. Violations not involving a structure shall be abated within seven (7) days of notice. Any violations involving a structure shall be abated within the time period specified by the Association in the written notice.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted by the Board may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE EIGHT Use Restrictions

8.01 RESIDENTIAL USE: Except as otherwise provided in Article Nine, each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances, or regulations.

8.02 SIGNS: Subject to the provisions of Article Nine, no industry, business, trade, occupation, or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.

8.03 PETS: The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a

"dog run" or which require an Owner to clean up after his pet. All dogs and cats must be on a leash when outside of the Home unless contained within a yard which is improved with a fence which is permitted pursuant to Sections 3.06 and 9.09 of this Declaration. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final.

8.04 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Lot or the Community Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

8.05 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.06 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.07 PARKING: No boats, trailers, trucks (which have "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Premises (other than inside a garage) except as permitted under rules and regulations adopted by the Board. Except for emergencies, no repair or body work to a vehicle shall be performed except within the confines of a garage.

8.08 ANTENNAE/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations, and the provisions of Sections 3.06 and 9.09 of this Declaration, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.

8.09 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.10 HAZARDOUS ACTIONS OR MATERIALS: Nothing shall be done or kept on any Lot or in or on any portion of the Community Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Area.

8.11 SOLAR ENERGY SYSTEMS: Subject to the provisions of Sections 3.06 and 9.09, a Home may be improved with a solar energy system, provided that the solar energy system is in

compliance with the Solar Energy System Policy adopted by the Board, as may be amended by the Board from time to time. The Solar System Policy shall be kept on file with the Association.

8.12 REFUSE AND RECYCLING RECEPTACLES: No refuse/garbage or recycling containers may be visible from any street, except when it is refuse/garbage or recycling pickup day and the refuse/garbage and recycling containers may not be placed by the street earlier than 6 p.m. on the day before pickup and must be removed by 10 p.m. of the day of the pickup.

8.13 MORSE STREET RESTRICTIONS: Above-ground structures or improvements are prohibited in any rear or side yard facing Morse Street, subject to the provisions of Sections 3.07 and 9.09.

8.14 FENCING RESTRICTED FACING COMMUNITY AREA: Fencing is prohibited in all rear and side yards facing a Community Area.

ARTICLE NINE

Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of the Declarant in this Article shall terminate and be of no further force and effect from and after five (5) years from the date on which the Declarant is no longer vested with or controls title to any portion of the Development Area (“Declarant Rights Period”).

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Development Area or at other properties in the general location of the Development Area which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents and contractors, prospective purchasers, and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion, and it need not comply with the provisions of Section 2.13.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have

the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents, and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer, water lines and cable television, or any other utility services serving any Lot.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. The right and power of the Declarant to designate the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) twenty (20) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date, all the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable, or transferable, in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a

“Community Area Lot”) without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Community Area Lot without Declarant’s consent shall be null and void. In order to reflect or conform to a change in the Declarant’s Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01 to withdraw and remove any portion or portions of a Community Area Lot from the Community Area, and (ii) require the Association to convey such portion or portions of a Community Area Lot which are so withdrawn and removed from the Community Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or construction or installation of a fence, in-ground swimming pool, deck, patio, terrace, satellite dish, flag poles, or similar changes) shall be made to a Lot or any part of a Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant (in consultation with the Designated Builder which constructed the Home, if any). If an addition, alteration, or improvement which requires Declarant approval hereunder is made to a Lot or Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant’s decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant’s discretion, (in consultation with the Designated Builder of the Home, if any).

ARTICLE TEN Amendments

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's 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, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations and/or requirements of the Municipality, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to clarify, add, withdraw, or remove Lots or any portion or portions of the Community Area from the Premises so that such portion or portions so withdrawn and removed shall no longer be

Community Area hereunder, (vii) to reflect a change in the Declarant's Development Plan, and/or (viii) to reflect the recording of Plat or re-subdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. Notwithstanding the foregoing, any Special amendment which affects the rights of a Designated Builder shall be effective only if the Designated Builder has given its prior written consent thereto. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to the provisions of Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners, (ii) subject to applicable laws, until such time as the rights and powers of the Declarant under Article Nine terminate, the provisions of Article Nine, Article Twelve or any provisions of this Declaration relating to the rights and powers of the Declarant may only be amended with the written consent of the Declarant, and (iii) any amendment which affects the rights of a Designated Builder shall be effective only if the Designated Builder has given its prior written consent thereto. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN General Restrictions

11.01 LAND USE AND BUILDING TYPE: Subject to the provisions of Article Nine, all Lots in the Development shall be used for private residence purposes only. No other building, not specifically authorized pursuant to this Declaration, shall be erected, or maintained on any Lot. Manufactured housing or modular units are prohibited on the Premises.

11.02 BUILDING HEIGHTS AND MINIMUM FLOOR AREA: No Home shall be erected, altered, or placed on any portion of the Premises which is more than two and one-half (2-1/2) stories or thirty-five feet (35') in height, whichever is lesser. The computation of square footage shall be as defined in the Planned Unit Development (PUD) Guidelines for Red Cedars.

11.03 LOT DETAILS: The following shall apply with respect to all Lots in the Premises:

- (a) Minimum Lot Area: Per PUD Guidelines for Red Cedars
- (b) Minimum Front Yard Building Setback: Per PUD Guidelines for Red Cedars
- (c) Minimum Side Yard Setback: Per PUD Guidelines for Red Cedars
- (d) Minimum Rear Yard Setback: Per PUD Guidelines for Red Cedars

- (e) Minimum Lot Width: Per PUD Guidelines for Red Cedars
- (f) Maximum Lot Coverage: Per PUD Guidelines for Red Cedars
- (g) Minimum First Floor Area of 2-Story homes: 700 square feet (following perimeter of foundation and excluding only porches and garages)

11.04 MAXIMUM DENSITY AND OPEN SPACE: The maximum density of the Development shall be 3.0 Units per acre, based upon 144 acres +/- . There shall be open space within the Development, as designated on the Plat of Subdivision, which shall include out lots, detention basins, ditch/drainage ways and common areas.

ARTICLE TWELVE Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Lots to this Declaration, as provided in this Article, then:

- (a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every 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 immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02(d), but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN Dispute Resolution

13.01 ALTERNATIVE PROCEDURES FOR RESOLVING DISPUTES:

(a) Declarant and its managers, officers, directors' employees and agents; the Association, its managers, officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each of such entities, a "Bound Party" hereunder) agree that it is their desire to efficiently and quickly resolve any disputes that arise, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not a court of law or equity. Accordingly, each Bound Party covenants and agrees to submit all Disputes to the procedures set forth in Section 13.03 below and, if applicable, the dispute resolution provisions contained in the purchase agreement for the sale by Declarant (as the seller) and purchase by an Owner (as the purchaser) of a Home on a Lot (the "Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement (if applicable), the provisions of the Purchase Agreement shall prevail.

(b) For purposes hereof, "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims: (i)

arising out of or relating to the interpretation, application or enforcement of the provisions of this Declaration, the By-Laws and/or reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (ii) relating to the design or construction of improvements; (iii) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party or its representative; (iv) arising under, or related to, the Purchase Agreement, the Lot and the Home constructed thereon, the Development or any dealings between the Declarant and Owner, (v) relating to personal injury or property damage alleged to have been sustained by an Owner, Owner's children or other occupants of the home on the Lot or the Premises, (vi) relating to issues of formation, validity or enforceability of any portion of this Article.

(c) Notwithstanding the provisions of Section 13.01(a) and 13.01(b) above, unless the involved Bound Parties otherwise agree, the following shall not be Disputes and shall not be subject to the provisions of Section 13.03: (i) any suit by the Association against any Bound Party to enforce the provisions of Article Six; (ii) any suit by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of the Declaration; (iii) any suit between or among Owners, which does not include the Declarant or the Association as a party, if such suit asserts a Dispute which would constitute a cause of action independent of the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and (iv) any suit in which any indispensable party is not a Bound Party.

13.02 ACTION BY THE ASSOCIATION:

(a) Consensus for Action by the Association. Except as specifically provided in this Section 13.02(a), the Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Lots owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Lots represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the By-Laws and reasonable rules and regulations or policies adopted by the Board; (ii) actions to enforce the terms of any contract or agreement to which the Association is a party, (iii) the imposition and collection of Community Assessments; (iv) proceedings involving challenges to ad valorem taxation; or (v) counterclaims brought by the Association in proceedings instituted against it.

(b) Commencement of Proceeding Against Declarant. Prior to the Association or any member commencing any proceeding to which the Declarant is a party, including but not limited to an alleged defect of any improvement, the Declarant shall have the right to be heard by the members, or the member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

13.03 MANDATORY PROCEDURES:

(a) Notice. As a condition precedent to seeking any action or remedy, a Bound Party having a Dispute (“Claimant”) against any other Bound Party (“Respondent”) (the Claimant and the Respondent referred to herein being individually, as a “Party,” or, collectively, as the “Parties”) shall notify each Respondent in writing (the “Notice”), stating plainly and concisely:

(i) the nature of the Dispute, including the defect or default, if any, in detail and the Persons involved and Respondent’s role in the Dispute;

(ii) the legal basis of the Dispute (i.e., the specific authority out of which the Dispute arises);

(iii) the proposed remedy;

(iv) any evidence that depicts the nature and cause of the Dispute and the nature and extent of repairs necessary to remedy the Dispute, including expert reports, photographs and videotapes; and

(v) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Dispute.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Association on the date of mailing.

(b) Disputes Involving Declarant. With respect to any Dispute to which the Declarant is the Respondent:

(i) Right to Inspect. Claimant agrees to permit Declarant and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by Declarant to respond to the Dispute. Declarant shall have the Cure Period (defined below) to inspect and correct any alleged default. The Declarant shall be given a reasonable opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by Declarant.

(ii) Right to Cure. The Declarant shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, the Declarant shall have not less than 35 days nor more than 90 days from receipt of the Notice (the “Cure Period”) to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow the Declarant to perform inspections and/or perform tests as provided in Section 13.03(b)(i).

The Declarant shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.

(iii) Time. The time periods provided for the inspection and cure by the Declarant shall be extended by any period of time that Claimant refuses to allow Declarant to make inspections, tests, repairs and/or replacements. Any inspection, test, repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

(c) Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Dispute by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation. If the Parties do not resolve the Dispute within 90 days after the date of the date of the Notice and the Cure Period has expired ("Termination of Negotiations), either Party shall have 30 days from the date of Termination of Negotiations to submit the Dispute to mediation.

(e) Mediation. If the Parties are unable to agree to a mediator, the Parties shall utilize the American Arbitration Association ("AAA") for this role. The Parties expressly agree that the mediator's charges shall be equally shared and that each Party shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation. If a Claimant does not submit the Dispute to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Dispute, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Dispute.

(f) Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Dispute, would be barred by the applicable statute(s) of limitations, which such statute(s) of limitations the Parties expressly agree apply to any Dispute. The decision of the arbitrator(s) shall be final and binding on both Parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the Dispute amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

13.04 COSTS: Unless otherwise recoverable by law or statute, each Party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting Party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a

Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

13.05 TIME FOR COMMENCEMENT: THE PARTIES AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF A PARTY'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

13.06 NO PRECLUSIVE EFFECT OR COLLATERAL ESTOPPEL: To the fullest extent permitted by applicable law, the Bound Parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of Parties. In addition, the Bound Parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

13.07 ENFORCEABILITY: The waiver or invalidity of any portion of this Article shall not affect the validity or enforceability of the remaining portions of this Article. The Bound Parties further agree (1) that any Dispute involving Declarant's affiliates, managers directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

13.08 NO CLASS OR REPRESENTATIVE ACTIONS: THE BOUND PARTIES AGREE THAT A PARTY MAY RAISE A DISPUTE AGAINST ANOTHER PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN DISPUTES REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL DISPUTE(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR

OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS A PARTY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

13.09 NO EXTENSION OF TIME: Nothing herein shall extend the time period by which a Dispute or cause of action may be asserted under the applicable statute of limitation or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

13.10 OTHER DISPUTE RESOLUTION: Notwithstanding the obligation of Bound Parties to submit any Dispute to mediation and arbitration, to the extent that a particular Dispute is not subject to the mediation or the arbitration provisions contained in this Article, or in the event that a judge determines an arbitration agreement is unenforceable, the Parties agree as follows: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE DISPUTE ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. A PARTY SHALL CONTACT AN ATTORNEY OF THAT PARTY'S CHOICE IF SUCH PARTY DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THESE PROVISIONS. For any Dispute that involves a claimed amount of less than \$10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Article.

13.11 LIMITATION OF DAMAGES: By acceptance of deed, mortgage, trust deed or other evidence of obligations or other instrument relating to a Lot, each Owner acknowledges and agrees that such Owner has waived and shall be deemed to have waived the right to any award of damages in connection with the arbitration of a dispute, other than such Owner's actual damages.

13.12 AMENDMENT OF ARTICLE: Without the express prior written consent of Declarant, this Article may not be amended for a period of twenty years from the date of the Recording of this Declaration.

ARTICLE FOURTEEN Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii)

when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. 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 the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 DESIGNATED BUILDER(S):

(a) The Declarant shall have the right and power to designate in this Declaration or in a Supplemental Declaration or Special Amendment, a "Designated Builder" and to grant to the Designated Builder some or all the rights of the Declarant hereunder, including, without limitation, one or more of the following rights:

(i) In connection with the construction of improvements on Lots owned by a Designated Builder, the Designated Builder, its agents, and contractors, shall have the right to make such alterations, additions or improvements to the Lots owned by the Designated Builder, including, without limitation, the construction of Homes and related improvements which the Designated Builder deems, in its sole discretion, to be desirable, necessary and/or advisable, as approved by Declarant. In connection with the rights

provided in the preceding sentence, a Designated Builder, its agents, and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

(ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Designated Builder or any its affiliates, without the payment of any fee or charge whatsoever to the Association.

(iii) The right of ingress, egress, and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge.

(iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion.

(v) The right not to pay assessments under Section 6.02 hereof with respect to Lots owned by the Designated Builder until such time as a certificate of occupancy is issued with respect a Home constructed on a Lot owned by the Designated Builder.

(vi) The right not to pay the initial capital contribution provided in Section 6.07 upon the closing of the sale of a Lot by Declarant to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 shall be paid upon the closing of the Lot by the Designated Builder to a third-party purchaser; and

(vii) The right to be treated as the Declarant under Article Thirteen hereof with respect to Dispute Resolution provisions contained therein.

(viii) The right to be treated as the Declarant under Section 14.07 hereof with respect to the waiver of implied warranty of habitability provided for therein.

(b) Any rights granted by the Declarant to a Designated Builder pursuant to this Section may be subject to such restrictions and limitations as the Declarant deems appropriate. Unless otherwise limited by the Declarant, any rights granted by the Declarant to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Development Area, regardless of whether the rights of the Declarant hereunder have terminated or expired.

14.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Indiana courts have held that every contract for the construction of a new home in Indiana carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied

Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, pursuant to the Indiana New Home Construction Warranty Act, a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall have the right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

[Signature page follows]

Dated: _____, 2023.

DECLARANT:

LBL DEVELOPMENT LLC, an Indiana limited liability company

By its Manager, Lotton Development Inc.

By: _____
John Lotton, President

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John Lotton, President of Lotton Development Inc., as Manager of **LBL DEVELOPMENT LLC**, an Indiana limited liability company (the “Company”), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of January, 2023.

Notary Public

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 and this document was prepared by Timothy R. Kuiper, AUSTGEN KUIPER JASAITIS P.C., 130 North Main Street, Crown Point, Indiana, 46307.

EXHIBIT A TO
DECLARATION FOR RED CEDARS

The Development Area

EXHIBIT B TO
DECLARATION FOR RED CEDARS

PUD Guidelines for Red Cedars

EXHIBIT C TO
DECLARATION FOR RED CEDARS

By-Laws

THE BY-LAWS OF THE
RED CEDARS SINGLE FAMILY HOMEOWNERS' ASSOCIATION, INC.,
AN INDIANA NONPROFIT CORPORATION

ARTICLE I
NAME OF CORPORATION

The name of this corporation is Red Cedars Single Family Homeowners Association, Inc.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation, and administration of both real and personal property and for the promotion of the health, safety and welfare and the common use and enjoyment thereof by members of the Association, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Declaration for Red Cedars ("Declaration") recorded with the Office of the Recorder of Deeds for Lake County, Indiana. All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Indiana General Not-For-Profit Corporation Act of 1935, the Declaration and these By-Laws; provided, however, that, except as otherwise specifically provided in Section 5.10 of the Declaration, the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or member. Anything to the contrary notwithstanding, any proposed amendment to the provisions of this Section 2.02 shall be effective only upon (i) the affirmative vote of Voting Members representing 100% of the title votes of the Association, and (ii) until such time as the Declarant no longer holds or controls title to any portion of the Premises, the prior written consent of the Declarant.

ARTICLE III
OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Indiana as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Development Area or at the office of its managing agent.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Lot shall automatically be a "Member" of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each owner other than the Declarant shall be a "Class A Member" with respect to each Lot the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. A purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a "Voting Member", as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and the Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the members shall be held at the principal office of this Association or at such other place in Lake County, Indiana as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in the most current version of Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum. However, in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum for any subsequent meeting called for the same purpose shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held; provided that quorum shall not be reduced to less than five percent (5%). Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.

4.04 ANNUAL MEETINGS: The initial meeting of the members shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Owners on the anniversary thereof, or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less

than ten (10) days prior to the date fixed for said meeting.

4.05 SPECIAL MEETINGS: Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by mail or email to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice or to the Lot of the Owner, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association shall be vested in the board of directors (the "Board"), which shall consist of three (3) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members. Each Director shall be an Owner or a Voting Member.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the members after the Turnover Date the Board shall consist of three (3) persons from time to time designated by the Declarant, who shall serve at the discretion of the Declarant. During such period the Owners may elect from among themselves that number of non-voting counselors to the Board as the Declarant may, in its sole discretion, permit.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than 30 days after the Turnover Date) the Voting Members shall elect a full Board of Directors in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board:

- (a) Original copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book.
- (b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant designated Boards.
- (c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association.

5.04 ELECTION: At the initial meeting of the Owners a full Board of Directors shall be elected or appointed as provided herein. The two (2) candidates receiving the greatest number of votes shall each serve a two-year term and the candidate receiving the next greatest number of votes shall serve a one-year term. Thereafter, each Director shall serve a two-year term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, each Class A Member shall be entitled to the number of votes equal to the number of Board to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Board to be elected multiplied by ten (10). Cumulative voting shall not be permitted for Class A Members, but cumulative voting shall be permitted for the Class B Member.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the members.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided, that, after the Turnover Date, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by email or by U.S. mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting.

5.07 SPECIAL MEETINGS: Special meeting of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.

5.08 WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.09 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.11 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Directors then serving at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.12 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Indiana General Not- For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area for which the Association is responsible under the Declaration and these By-Laws.

(d) To procure insurance as provided for under the Declaration;

(e) To estimate and provide each Owner with an annual budget showing the Community Expenses;

(f) To set, give notice of, and collect Assessments from the Owners as provided in the Declaration;

(g) To pay the Community Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation, and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Owners. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of these By-Laws.

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws as provided in the Declaration and these By-Laws.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners and the President of the Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Association whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board. The chairman of each standing committee shall be a Director (who shall act as the liaison between the committee and the Board), and the other members of the committee (which need not be Directors) shall be appointed and removed from time to time by such chairman.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with a statement of the income and disbursements of the Association for such fiscal year.

9.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the Owner with a statement containing the following information:

(a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner; and

(b) The status and amount of any and all Capital Reserves.

9.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his mortgagee, agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Indiana".

ARTICLE XII
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time by the affirmative votes of Directors having more than two-thirds (2/3) of the total votes; provided, that (i) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration, and (ii) no provision of these By-Laws which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CEDAR LAKE ZONING ORDINANCE AND PROVIDING FOR A ZONING CHANGE FOR THE PROPERTY/DEVELOPMENT COMMONLY KNOWN AS RED CEDARS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, LBL Development, LLC, the owner of the parcel of land hereinafter described herein did petition the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, for the rezoning of such parcel from R-1 and WW to PUD (Planned Unit Development), subject to the execution of a zoning development agreement; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, did on the ____ day of _____, 2023, hold a public hearing pursuant to notice as prescribed by law on such petition and other matters pertaining thereto; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has recommended to the Town Council of the Town of Cedar Lake that the said petition for rezoning be granted and that the official Zoning Map of the Town of Cedar Lake be amended to provide for such rezoning.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the Zoning Ordinance of the Town of Cedar Lake, as amended, and the official Zoning Map of the Town of Cedar Lake, be and the same are hereby amended to reclassify the following described parcel of real estate from R-1 and WW to PUD (Planned Unit Development), as follows:

SECTION ONE: That the Zoning Ordinance of the Town of Cedar Lake, as amended, and the official Zoning Map of the Town of Cedar Lake, be and the same are hereby amended to reclassify the following described parcel of real estate from R-1 and WW to PUD (Planned Unit Development), to-wit:

LEGAL DESCRIPTION

PARCEL I:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THE WEST 1320 FEET OF THE NORTH 290 FEET OF SAID TRACT, BEING THAT PART OF SAID TRACT HERETOFORE PLATTED AND SUBDIVIDED AS CURRAN'S RED CEDARS ANNEX, CEDAR LAKE, IN LAKE COUNTY, INDIANA.

PARCEL II:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 34

NORTH, RANGE 9 WEST OF THE 2ND P.M., EXCEPT THEREFROM THE NORTH 145 FEET OF THE EAST 155 FEET THEREOF.

PARCEL III:

PART OF GOVERNMENT LOT 2 IN SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 238.71 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ON THE SOUTH LINE OF SAID LOT 2 TO THE SHORE OF CEDAR LAKE; THENCE NORTHERLY ON THE WEST LINE OF GOVERNMENT LOT 2 (THE SHORE OF CEDAR LAKE) TO THE SOUTHERLY LINE OF LOT "A" OF SURPRISE PARK ON THE LAKE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID LOT "A", AND SAID LINE PRODUCED TO THE EASTERLY LINE OF LAKE SHORE DRIVE AS SHOWN IN PLAT BOOK 18, PAGE 17; THENCE NORTHEASTERLY ON EAST LINE OF LAKE SHORE DRIVE 197.5 FEET TO AN IRON PIPE; THENCE EASTERLY AT AN ANGLE OF 104 DEGREES 3 MINUTES, MEASURED SOUTH TO EAST FROM LAST DESCRIBED LINE A DISTANCE OF 501.12 FEET TO AN IRON PIPE; THENCE EAST 340 FEET; THENCE NORTH 178.66 FEET, MORE OR LESS, TO SOUTH LINE OF TECUMSEH LANE; THENCE EASTERLY ON THE SOUTH LINE OF TECUMSEH LANE TO EAST LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH ALONG THE EAST LINE OF U.S. GOVERNMENT LOT 2 TO A POINT 308.71 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 2; THENCE WEST 238.71 FEET; THENCE SOUTH 308.71 FEET TO THE POINT OF BEGINNING, EXCEPT FROM ABOVE PARCEL LOT "B" OF SURPRISE PARK ON THE LAKE AND THE ROAD SURROUNDING LOT "B" AS SHOWN ON THE PLAT OF SAID SUBDIVISION, ALL IN LAKE COUNTY, INDIANA, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN THE TOWN OF CEDAR LAKE, LAKE

COUNTY, INDIANA, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 90 DEGREES WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE, A DISTANCE OF 386.50 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 30 SECONDS WEST PARALLEL TO AND 40.00 FEET EAST OF THE EAST LINE OF THE EXISTING FOUNDATION OF THE HOUSE AT 7304 WEST 145TH AVENUE, A DISTANCE OF 205.00 FEET; THENCE NORTH 90 DEGREES WEST, 125.00 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 30 SECONDS EAST, 205.00 FEET TO THE SAID SOUTH LINE OF THE NORTHWEST QUARTER WHICH IS ALSO THE CENTERLINE OF WEST 145TH AVENUE; THENCE SOUTH 90 DEGREES EAST, 125.00 FEET TO THE POINT OF BEGINNING, NOT INCLUDING THE RIGHT 30 FEET RIGHT OF WAY OF WEST 145TH AVENUE.

PARCEL IV:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 46.0 FEET, THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.0 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 16.0 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL V:

THE NORTH 16 1/2 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

SECTION TWO: That the Zoning Development agreement, PUD Guidelines, Covenants and Restrictions, and Concept Plan, attached hereto and provided to the Cedar Lake Plan Commission is approved and made part of this Ordinance herein as a condition of rezoning, that the expiration/sunset provision contained in section C(2) of Chapter 9 of the Town Zoning Ordinance No. 1402, as amended, shall not apply to any of the development plans within the PUD District, and if necessary, the same shall be recorded. That the President of the Town Council and the Clerk-Treasurer of the Town of Cedar Lake be and are hereby authorized to execute the zoning development agreement setting forth the elements contained in the representations to the Cedar Lake Plan Commission and make same part of the record herein as a condition of rezoning and, if necessary, record same.

SECTION THREE: This Ordinance shall take effect immediately upon its passage and adoption by

the Town Council and the affixing of their signatures thereto.

SECTION FOUR: That any Ordinance in conflict with this Ordinance is specifically repealed and of no legal effect.

PASSED AND ADOPTED by the Town Council of the Town of Cedar Lake, Lake County, Indiana, this ____ day of _____, 2023.

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

Richard Sharpe, Town Council President

John C. Foreman, Town Council V.P.

Robert H. Carnahan, Town Council Member

Nick Recupito, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

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