

1. No parcel shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling not to exceed two and one-half stories or thirty-five feet in height, a private garage for not more than three (3) cars, and a pole barn as a stable for horses.

2. No building shall be erected, placed or altered on any parcel unless it complies as to quality of workmanship and materials, and harmony of external design with existing structures, and as to location with respect to topography finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel nearer to any street than minimum building setback line, nor shall any fence, hedge or wall be erected on any parcel line higher than six (6) feet.

3. No dwelling shall be permitted on any parcel at a cost of less than \$75,000 based upon cost levels prevailing on the date these Restrictions and Covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling. A minimum of 1800 square feet for any dwelling over one story. No single or double-wide trailer type construction shall be allowed.

4. Each parcel shall be subject to a minimum of 10 foot building setback from East and West parcel lines and 25 foot building setback from North and South parcel lines.

5. No noxious or offensive activity shall be carried on or upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other accessory buildings shall be used on any parcel at any time as a residence either temporarily or permanently. This restriction shall not prevent an owner from constructing a pole barn on any parcel.

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

8. No dog kennels are to be allowed.

9. Vacant parcels must be mowed and cut at least two (2) times a year.

10. The minimum stable for horses is to be 14 x 20. Construction is to be entirely of wood and it is to be stained or painted. The maximum stable is to be 40 x 30. Pole type buildings are permitted on the property if the exterior has a finished surface. Examples: Baked enamel on metal. Galvanized metal with no other finish is not considered a finished product.

11. No parcel shall be resubdivided into parcels or lots smaller in area than the parcels shown on the original plat as recorded.

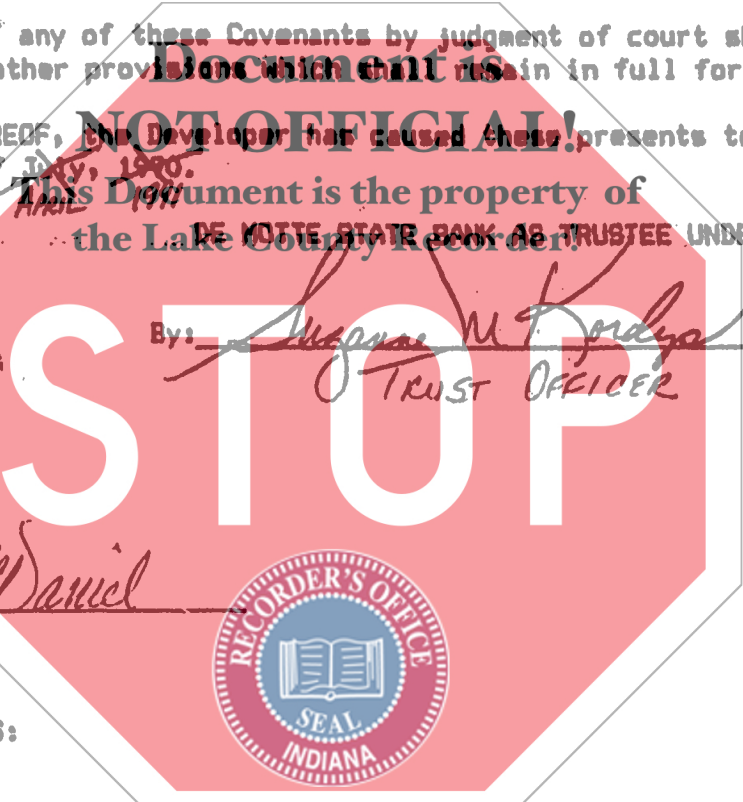
12. All buildings must be completed six months after the initial construction takes place.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of this Declaration, at which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a 100% of the owners of the parcels has been recorded, agreeing to change said Covenants in whole or in part.

In the event of any violation of any of the Covenants herein or any attempt to violate the same, it shall be lawful for any person or persons owning any real estate situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either prevent him or them from so doing or to recover damages or other relief for such violation.

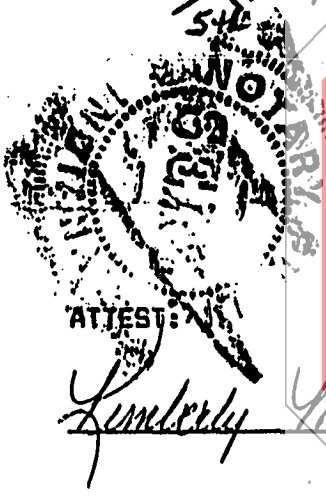
Invalidation of any of these Covenants by judgment of court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of this 5th day of July, 1990.



This Document is the property of the Lake County Recorder.

By: Suzanne M. Kordys
TRUST OFFICER



ATTEST:

STATE OF INDIANA)
)SS:
COUNTY OF JASPER)



The foregoing Declaration of Covenants, Conditions and Restrictions for Cedar Creek Heights Subdivision was acknowledged before me this 5th day of APRIL, 1991 by Suzanne M. Kordys and Kimberly McDaniel, Trust Officer and Executive Secretary, respectively, of DeMotte State Bank as Trustee under Trust No. 103, on behalf of said Bank as Trustee.

Susan E. Sutton
Susan E. Sutton - Notary Public

My Commission Expires: Sept. 4, 1993
County of Residence: Jasper

This instrument prepared by: Donald R. O'Dell, Attorney at Law