

15

DECLARATION OF PROTECTIVE CONVENANTS

WOODS OF CEDAR CREEK  
LAKE COUNTY, INDIANA

THIS DECLARATION is made and dated this 15 day of June, 2005 by Woods of Cedar Creek, having its office an principal place of business in St. John, Indiana after referred to as Declarant, its successors or assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this declaration, and is desirous of subjecting said real property to the conditions, covenants restrictions, reservations, and easements hereinafter set forth each and all of which is and are for the benefit of said property ad each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE Woods of Cedar Creek, hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held transferred, sold, conveyed, and occupied subject to the conditions covenants, restrictions reservations, and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

Document is NOT OFFICIAL!

ARTICLE I

This Document is the property of PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in Hanover Township, Lake County, Indiana, and is more particularly described as follows, to wit:

LEGAL DESCRIPTION:

PARCEL 1:

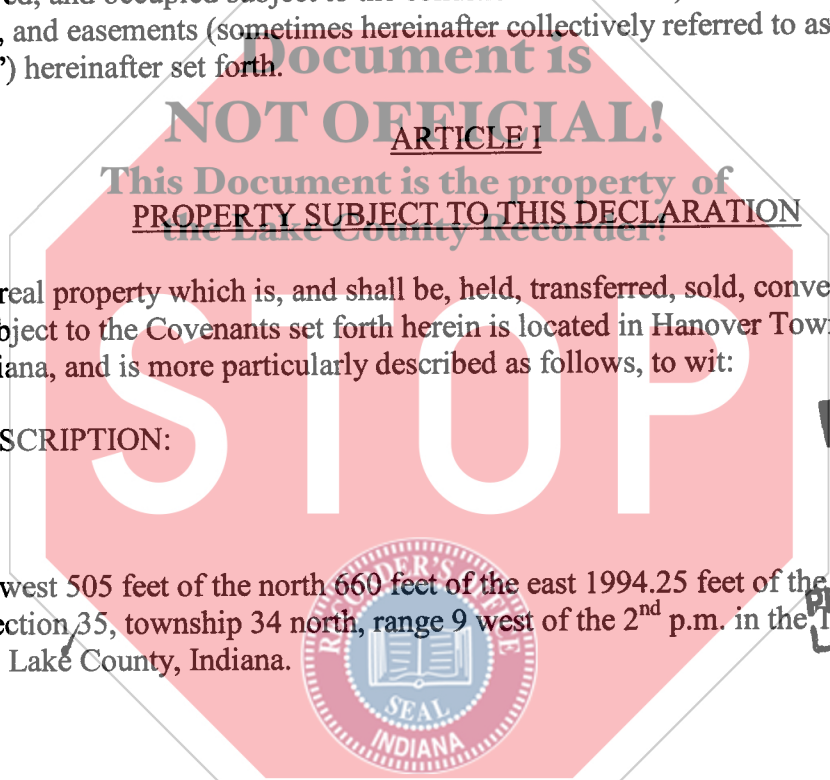
The west 505 feet of the north 660 feet of the east 1994.25 feet of the north quarter of section 35, township 34 north, range 9 west of the 2<sup>nd</sup> p.m. in the Cedar Lake, Lake County, Indiana.

PARCEL 2:

The west 660 feet of the south 671.85 feet of the east 1994.25 feet of the northeast quarter of section 35, township 34 north, range 9 west of the 2<sup>nd</sup> p.m. in the Town of Cedar Lake, Lake County, Indiana.

2005 JUN 15 11 33 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



**FILED**  
DEC 27 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

25769 40.00  
D.A.M.

TAX KEY#

25-8-2

25-8-6

ADDRESS:

6925 W. 141<sup>st</sup> Ave.

## ARTICLE II

### GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvement of Woods of Cedar Creek and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvement thereon; with appropriate location thereon to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a highest type and quality of improvement in Woods of Cedar Creek, and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire Woods of Cedar Creek and convenience to all residents.

## ARTICLE III

### DEFINITIONS

**BASEMENT.** A portion of a building located partly underground but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground a the building front.

**BUILDABLE AREA.** For the purpose of measuring lot width. The narrowest width within the 45 feet of lot depth immediately in back of the front-yard setback line.

**BUILDING.** Any structure having a roof, supported by columns or walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

**BUILDING, ACCESSORY.** A subordinate building or portion of a principal building the use of which is incidental to that of the principal building and customary in connection with that use.

**BUIDIGN HEIGHT.** The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

**DECLARANT.** Woods of Cedar Creek its successors and assigns.

**DWELLING.** A residential building or portion thereof, but not including hotels, motels, rooming house, nursing homes, tourist homes, or trailers.

**LOT.** A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

**LOT LINE, REAR.** That boundary of a lot, which is most distant from and is, or is approximately parallel to the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear lot line shall be deemed to be a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line.

**LOT LINE, SIDE.** Any boundary of a lot which is not a front or rear lot line.

**SIDE STRIP.** The unpaved strip of land within a street right of way and which is parallel to the roadway.

**STORY.** That portion of a building included between the surface of any floor and the surface of the floor next above; of if there is not floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story and a cellar shall not be counted as a story.

**STORY, HALF.** A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use.

**STUCTURE.** Anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be constructed to be a separate structure.

ARTICLE IV

GENERAL RESTRICTIONS

1. Land Use and Building Type

All lots in Wood of Cedar Creek shall be used for private residence purposes only and no building shall be erected, re-erected or maintained thereon, except one dwelling, designed by a licensed architect and erected for occupancy by one family, and an attached private garage containing no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants of the owner or occupants but shall not be used for rental purposes. Other accessory building and structure may be erected in such manner and location as hereinafter provided or as approved in writing by the Architectural Review Committee.

2. Building Height

No dwelling shall be erected, altered, or placed, which is more than two and one-half stories or 30 feet in height, whichever is lesser. NO accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by the Architectural Review Committee.

3. Dwelling Quality and Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Architectural Review Committee. All dwellings shall be constructed in accordance with the applicable building code and with more restrictive standards that may be required by the Architectural Review Committee. The ground floor area of the dwelling exclusive of attached garages, carport, open terraces, and breezeways, shall be:

- a. For one-story dwellings – not less than 1200 square feet;
- b. For dwellings of more than one-story – not less than 1,000 square feet of ground coverage, and the total living area in the dwelling shall be not less than 1,400 square feet.

4. Location of Lot

No building shall be located on a nearer to a street right-of-way line than 30 feet. No dwelling shall be located within 60 feet of a rear lot line except where individual permission may be given by the Architectural Review Committee or 15 feet of a side lot lien, not adjoining a street. Tennis courts and swimming pools shall be screened from any street by a wall, solid fence, evergreen hedge or other

visual barrier as approved in writing by the Architectural Review Committee. No tennis court or swimming pool shall be located on a lot nearer to a street right-of-way line than 45 feet.

5. Lot Area and Width

No dwelling shall be erected, placed or permitted to remain on any lot having a width of less than 50 feet within the buildable area.

6. Driveways

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans and specifications of the driveways, culverts, pavements edging or markers shall be as approved in writing by the Architectural Review Committee.

7. Natural Drainage Ways

Where there exists on any lot or lots a condition of accumulation of storm water remaining over extended period of time, the lot owner may, with the written approval of the Architectural Review Committee, take such steps as shall be necessary to remedy such condition provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any lot shall be made by the lot owner in such manner as to cause damage to other property.

8. Easements

In the recorded Plat of Subdivision of Woods of Cedar Creek, Declarant has:

- a. Granted an easement to utility companies and their respective successors and assigns within the area as shown by broken lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all time to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to cut down and remove any trees, shrubs or sappings that interfere or threaten to interfere with any of the aforesaid uses or right therein granted. No permanent building or trees shall be placed on said easement but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said use or right therein granted;

- b. Created an easement for surface drainage swales in and along the streets and such other locations as are shown by dotted lines and marked "Drainage Easement" on the plat; and
- c. Reserved an assignable easement for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping and the maintenance of side strips, parkways and woods in and along the streets on the plat.

9. Home Occupations, Nuisances, and Livestock

No home occupation or profession shall be conducted in any dwelling or accessory building thereto-located in Woods of Cedar Creek. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats, or over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling except that the burning of leaves is permitted as or if allowed by the Lake County Ordinance. The use of any garage, carport, driveway, or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, and vehicular equipment, which shall bear signs or commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph 1 of this Article IV.

10. Plant Disease or Noxious Insects

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

11. Nameplates and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 48 square inches in area, and contain the name of the occupant/or the address of dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard, provided that the height of the name plate is not more than 12 inches above the adjoining ground grade. One hospitality light standard, of a design approved by the Architectural Review Committee, may be located within the front yard. No television or radio antennae, or tower, or laundry-drying equipment permitted only in rear yard, shall be erected or used

outdoors, whether attached to a building or structure, or otherwise. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Review Committee.

12. Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph of this Article IV) and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such building or structure shall be removed upon the completion of construction.

13. Architectural Controls

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plan and specifications, showing the nature, kind, shape, height and material, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to an approved I writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from the adjacent or neighboring properties. (In no instance shall a building of a design exactly the same as any other in Woods of Cedar Creek be permitted except as permitted by the Architectural Review Committee.) It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, the Architectural Review Committee will be guided by the standards of good architectural design. The Architectural Review Committee will furnish each lot owner with top building foundation elevation on each lot owner, prior to submission of plans to Architectural Review Committee, must comply with said elevation.

14. Underground Wiring

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in Woods of Cedar Creek other than within the buildings or structures or attached to their

walls, unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

15. Maintenance of Side Strips

The owners of lots in Woods of Cedar Creek shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which said lot face.

16. Woods of Cedar Creek Option to Purchase If Sold

Woods of Cedar Creek reserves to itself, its successors and assigns, as assignable option to purchase any real property together with any improvements thereon in Woods of Cedar Creek under the following terms and conditioning the event that any owner, from time to time decides to sell any such property and improvements thereof. In said event, two (2) appraisers shall be appointed, one to be appointed by Woods of Cedar Creek, its said premises within fifteen (15) days of the actual receipt by it of notice of intent to sell by such owner. Said Woods of Cedar Creek, its successors and assigns shall have thirty (30) days to purchase said property and improvements thereon from actual receipt by it of notice from any such owner of such intention to sell property and improvements at the average price contained in the two aforementioned appraisals. Said option shall be effectively exercised, if at all, by a written notice from Woods of Cedar Creek, its successors and assigns, mailed or delivered to said owner within said thirty (30) day period wherein Woods of Cedar Creek agrees to purchase said premises at the aforementioned price. Should Woods of Cedar Creek, its successors and assigns, fail within said premises shall have the right to sell said premises to a bonafide purchaser. This option shall terminate eleven (11) years after the date on which this Declaration is recorded unless sooner terminated.

17. Deviations by Agreement With Declarant

Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real property in Woods of Cedar Creek.

18. Community Grounds

The community grounds within Woods of Cedar Creek may be used by all residents of Woods of Cedar Creek and their guest for recreational purposes.



## ARTICLE V

### ARCITECTURAL REVIEW COMMITTEE

#### 1. Creation

The Architectural Review Committee is hereby created. It consists of two members as follows:

Louis Jamison

Mike Lucido

In the event of death or resignation of any member of the Committee, Declarant shall designate a successor.

#### 2. Procedure

All plans, specification, and other material shall be filed in the office of the Declarant, Cedar Lake, IN for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches for informal comment – prior to the submittal of architectural drawings and specifications for approval. In the event: (a) the Architectural Review Committee fails to approve or disapprove within 60 days after submission, the final plans, specifications, and other material, as required in the Declarant; or (b) no suit to enjoin construction has been filed within 60 days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

## ARTICLE VI

### WOODS OF CEDAR CREEK COMMUNITY ASSOCIATION

#### 1. Creation and Purposes

There shall be formed an Indiana not-for-profit corporation to be know as the Woods of Cedar Creek Community Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance

and operation of all property in Woods of Cedar Creek reserved by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Woods of Cedar Creek.

2. Membership and Voting

Every record owner of a fee simple interest in Woods of Cedar Creek shall become and be a member of the association and such member shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. The Declarant shall be entitled to three votes for each lot in which it holds interest, provided that the Declarant's vote shall be converted to one vote for each lot on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the former group (individual record owners) equal to the total votes outstanding in the latter (declarant)

From and after the happenings of these events, whichever occurs earlier, all lot owners (both groups), shall be entitled to one vote for each lot in which they hold the interests required for membership.

3. Powers of the Association

The Association shall have the following powers:

- a. To the extent such services are not provided by any governmental body:
  - (1) To care for, spray, trim, protect and replant trees on all streets, greenways, parks, and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in the streets and set aside for the general use of residents and owners of property in Woods of Cedar Creek.
  - (2) To provide for the plowing and removal of snow from public streets, and greenway paths.
  - (3) To provide for the cleaning of streets, catch basins, and for the repair and maintenance of storm sewers and appurtenant drainage facilities.
  - (4) To spray and to take other measure for mosquito and fly abatement within Woods of Cedar Creek.
  - (5) To employ duly qualified peace officers for the purpose of providing such police protection, as the Association may deem necessary or desirable in addition to that provided by any governmental body.
  - (6) To maintain the entranceways to Woods of Cedar Creek.

- b. To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in Woods of Cedar Creek neat in appearance and in good order. All owners of vacant lots are required to maintain their lots, and if not, the Association shall hire the necessary work to be done and charge the lot owner accordingly.
- c. To provide for the maintenance of facilities in any public street, park, or entranceways, or on any land set aside for the general use of the property owners and residents in Woods of Cedar Creek.
- d. To own or lease such real estate as may be reasonable necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
- e. To make such improvements to the entranceways to Woods of Cedar Creek and side strips within streets in Woods of Cedar Creek and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Woods of Cedar Creek a highly desirable and exclusive residential community.

4. Method of Providing General Funds

- a. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the service here in provided for, the Board of Governors of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment against each lot in Woods of Cedar Creek in any amount not to exceed 25/100 of one cent per square foot, provided, however, that the annual rate of assessment may be increased by an amount not exceeding:

- (1) 25/100 of one cent per square foot when approved by the affirmative vote of a majority of the members; or
- (2) 40/100 of one cent per square foot when approved by the affirmative vote of two-thirds of the members,

present at a meeting thereof called and held in accordance with the by-laws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time.

- b. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the

scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of eight percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described there in a fee of \$100.00 which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessment provided for herein and in addition to the interest and principal due thereon.

- c. The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust no existing or which may hereafter be placed on said real property,
- d. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5. Additional Members

Every record owner of a fee simple interest in real estate subdivided hereafter by Declarant in Woods of Cedar Creek, Lake County, Indiana, shall become a member of the Association, provided that such interest is subjected by Declarant to the Covenants, including this Article VI, herein set forth, as amended from time to time.

6. Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

7. Procedure for Amendments

This Article VI may be amended at any time by written consent of two-thirds of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Lake County, Indiana, except that no amendment shall be valid, the effect of which would be to increase the maximum annual rate of assessment herein provided.

ARTICLE VII

GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VII for an initial period of 30 years from the date of June 1, 2005, and thereafter for successive periods of 15 years each.
2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive of mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth or any of them, in addition to the right to bring on ordinary legal action for damages. Whenever there shall have been built on any lot in Woods of Cedar Creek any structure which and remains in violation of the Covenants above set forth, or any of them for a period of 30 days after actual receipt of written notice of such violation from Declarant by the owner of such lot, then Declarant shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver to the right to do so as to any subsequent violation.
3. The record owners in fee simple of the residential lots in Woods of Cedar Creek may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and additions contained in this Declaration and may release from any part or all said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:
  - a. Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths of said lots consent thereto;
  - b. Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 15 year period if the record owners in

fee simple of at least two-thirds of said lots consent thereto at least five year prior to the end of any such period;

- c. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the office of the Recorder of Deeds of Lake County, Indiana, Provided, however, that Article VI hereof may be amended at any time in the manner therein set forth.

A record able certificate by an accredited abstractor or title guaranty company doing business in Lake County, Indiana, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in Woods of Cedar Creek and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Woods of Cedar Creek, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.
5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.
6. Declarant reserves the right to vest the Association or nay other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the Recorder of Deeds of Lake County, Indiana, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.
7. Each owner of a lot in Woods of Cedar Creek shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of addresses. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and

addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, Woods of Cedar Creek, has cause this instrument to be executed by its owner, the day and year first above written.

Woods of Cedar Creek

WITNESSED

By *Dean Malin*

*Louis Jamison*

Louis Jamison

\_\_\_\_\_  
Mike Lucito

