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COUNTY OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

*DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL OF CEDAR LAKE ESTATES*

This Declaration of Covenants, Conditions and Restrictions for Centennial of Cedar Lake Estates is made this 16th day of September, 2008 by Centennial of Cedar Lake Development, LLC ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain real property located in Cedar Lake, Lake County, Indiana, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Property"), and the Declarant desires to subject such Property to the provisions of this Declaration and to provide a flexible and reasonable method for the administration and maintenance of such Property;

WHEREAS, as hereinafter provided in this Declaration, the Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein, all or any portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, and such other Property as the Declarant may acquire from time to time and/or wish to subject to the terms of this Declaration; and

NOW, THEREFORE, the Declarant hereby declares that all of the Property described in Exhibit A and any additional property described in Exhibit B as may by subsequent amendment hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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ARTICLE I
DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Community Area" shall mean those parts or parcels within the Centennial of Cedar Lake Development of the Declaration which are owned by the Centennial of Cedar Lake Community Association, Inc. for the benefit of the Owners and for the benefit of owners within Centennial of Cedar Lake, including but not limited to the clubhouse.

(b) "Community Association" shall mean or refer to Centennial of Cedar Lake Community Association, Inc., an Indiana non-profit corporation and its successors and assigns.

(c) "Community Association Delegate" shall mean two (2) Owners within Centennial of Cedar Lake Estates designated as Community Association Delegates, which will represent the Development on the Community Association's Board of Directors.

(d) "Declarant" shall mean and refer to Centennial of Cedar Lake Development, LLC, its successors and assigns.

(e) "Declarant Rights" shall mean any and all rights, powers and privileges reserved, granted or otherwise provided for herein which may be exercised by, or which benefit only, the Declarant.

(f) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Centennial of Cedar Lake Estates and all amendments thereof filed for record in the Office of the Recorder of Lake County, Indiana.

(g) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon, and any portion of the Additional Property submitted to the provisions hereof pursuant to Section 2.02, commonly known as Centennial of Cedar Lake Estates.

(h) "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling located within the Development.

(i) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

(j) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

(k) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.

(l) "Lot" shall mean and refer to any land portion of the Property (and a subdivided Lot of record) upon which it is intended that a Dwelling (or Dwellings, in the event condominium units are constructed) shall be constructed.

(m) "Member" shall mean an Owner who holds Membership in the Community Association pursuant to Section 4.01 of this Declaration.

(n) "Mortgage", with an initial capital letter, shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot or Dwelling.

(o) "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.

(p) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(q) "Owner", with an initial capital letter, shall mean and refer to one (1) or more persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder of Lake County, Indiana, any installment land sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

(r) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(s) "Property," with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A together with all improvements thereon, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and, upon submission to the provisions of this Declaration, the tracts or parcels of land described in Exhibit B, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.

(t) "Record" or "place of record" means to record a document in the Office of the Recorder of Lake County, Indiana.

(u) "Unit Membership" shall mean the Membership in the Community Association which is appurtenant to a member's Dwelling or Lot as provided in Section 4.01 of this Declaration.

ARTICLE II DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 10.01, all Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option (as defined in Section 2.02) to submit Additional Property to the terms of this Declaration, including without limitation, (i) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant, (ii) installation and maintenance of any water, sewer, and other utility systems and facilities, and (iii) installation of security and/or refuse facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

2.02 Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

(a) The option may be exercised from time to time during a period of fifteen (15) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the Office of the Recorder of Lake County, Indiana, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

(b) The legal description of the Additional Property as of the date hereof is set forth on Exhibit B, portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Development and to the terms of this Declaration at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional

Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the boundaries of the Lots and Dwellings to be added to the Development in connection therewith.

(d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.

(e) The option reserved by Declarant to cause all, or any portion of, the Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to the Development or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Office of the Recorder of Lake County, Indiana, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Development by such amendment. Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as provisions embracing the real property described in Exhibit A and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements located thereon. In no event shall Declarant be obligated to submit the Additional Property, or any portion thereof, to the provisions of this Declaration or to impose upon the Additional Property, or any portion thereof, any covenants, conditions, or restrictions whatsoever.

2.03 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, subject to Declarant's right to add the Additional Property, or any portion or portions thereof, to the Development as hereinabove provided, and to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant Membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

2.04 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise, and add to, at any time and from time to time, a subdivision plat setting forth such information as Declarant may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Additional Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions.

ARTICLE III
PROPERTY RIGHTS

3.01 General. Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive Ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article III. The Ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, Membership in the Community Association. Each Owner shall automatically become a member of the Community Association and shall remain a member thereof until such time as his Ownership ceases for any reason, at which time his Membership in the Community Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided, and, except as otherwise provided hereunder, the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Development and of Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two (2) or more Lots into a larger parcel in order to create a Dwelling site larger than one (1) Lot nor shall the prohibition against the subdivision of Lots and relocation of boundaries between Lots apply to the Declarant. In the event of such combination, any assessment obligation shall be imposed on the original pre-combined Lots.

3.02 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

3.03 Easements for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Lots for the purpose of constructing Dwellings and other improvements in and to the Lots and within the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all thing reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains Ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to

have access, ingress, and egress to the Lots and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Lots.

3.04 Changes in Boundaries. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of any Lots or Dwellings owned by Declarant and the realignment of boundaries between adjacent Lots and/or Dwellings owned by Declarant. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property.

3.05 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.06 Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.07 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

3.08 Burden upon the Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or here respective heirs, representatives, successors, purchaser, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

3.09 Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such Ownership.

3.10 Easements in Community Areas. Owners shall have an easement for use and enjoyment of the Community Areas in compliance with the terms of the Declaration of the Community Association and provided the Owners have paid all assessments required under this Declaration and are not otherwise in violation of this Declaration or the Declaration of the Community Association.

ARTICLE IV
MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION:
BOARD OF DIRECTORS OF THE ASSOCIATION

4.01 Membership. Every Owner of a Dwelling or Lot (including the Declarant) is hereby declared to be a Member of the Community Association. Membership is appurtenant to and shall not be separated from Ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one (1) membership allocable to each Dwelling or Lot (herein called a "Unit Membership") and any Member who is the Owner of more than one (1) such Dwelling or Lot shall have the number and type of Unit Memberships equal to the number of such Dwellings or Lots. If the record ownership of a Dwelling or Lot shall be in more than one (1) person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

4.02 Initial Meeting of Members to Elect Association Delegates. Association Delegates shall be elected on a yearly basis after the period of Declarant control has ceased. Declarant may appoint the Association Delegates who need not be Owners while it owns any Lot or Dwelling within the Development ("Declarant Control"). Upon receipt of a copy of the written notice of Declarant to voluntarily terminate its control of the Association or of any other appropriate evidence of the termination of Declarant's right to appoint all Association Delegates, the Community Association shall promptly convene a meeting of the Owners for the purpose of electing Association Delegates who no longer are to be appointed by Declarant.

ARTICLE V
MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns (including parkways), landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Unless otherwise provided, the maintenance and repair of all Community Areas (including all landscaping and grounds and all recreational facilities and other improvements) shall be the responsibility of the Community Association. Each Owner shall be responsible for maintaining his or its Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance

and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. All exterior cedar wood trim or other finishes that are not maintenance free shall be repainted or restained the original color at least every five (5) years, and pre-approval from the Architectural Control Committee is necessary to change colors. Each Owner must provide evidence of such maintenance upon request. Each Owner shall also be obligated to pay for the costs incurred by the Community Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

ARTICLE VI
CASUALTY LOSSES

6.01 Damage or Destruction to Lots or Dwellings. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings, and in the further event that either the Owner of such Lot or Dwelling responsible for the repair and replacement of such elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner shall repair or rebuild such Lot, Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

6.02. Lots and Dwellings. Each Owner of a Lot or Dwelling shall be responsible to procure all insurance relating to the Lot and/or Dwelling and any and all personal property of the Owner.

ARTICLE VII
CONDEMNATION

7.01 Condemnation of Lots or Dwellings.

(a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning,

subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and sightly condition referred to above, of deeding the remaining portion of the Lot or Dwelling (at no cost to the Association) as a part of the Community Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

**ARTICLE VIII
ADMINISTRATION**

8.01 Community Area. The Community Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in the Community Declaration, shall be responsible for the exclusive management and control the Community Area and all improvements thereon (including furnishings and equipment related thereto).

8.02 Lots and Dwellings. The Community Association shall enforce the provisions of this Declaration and the Community Declaration against the Lots and Dwellings within the Development.

**ARTICLE IX
COVENANTS FOR MAINTENANCE ASSESSMENTS**

9.01 Community Assessments. Each Owner of a Lot or Dwelling shall be responsible for paying the assessments pursuant to the provisions of the Community Declaration.

**ARTICLE X
USE RESTRICTIONS**

10.01 Dwelling Height. No Dwelling shall contain more than two stories, nor shall any such Dwelling have a building height in excess of thirty (30) feet.

10.02 Building and Lot Quality.

(a) General. Every Dwelling shall be located and in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Control Committee after all construction plans and specifications (including, but not limited to those for grading and site work, excavation, and specifications showing the nature, kind, shape, heights, materials, color scheme, location, elevations and approximate cost of all Dwellings), along with a staked survey (showing the elevations of all corners of the Lot), have been submitted to, and approved in advance in writing by, the Architectural Control Committee. No storage sheds shall be permitted.

(b) All 1-story residential Dwellings shall have Living Space of 1,300 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(c) All 1-1/2 story Dwellings shall have Living Space of 1,900 square feet, in finished condition, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(d) All 2-story Dwellings shall have Living Space of 1,900 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(e) Roofs. All roofs on the Dwellings shall have a minimum pitch of five inches (5") of height to twelve inches (12") of run.

(f) Driveways. All driveways must be constructed of asphalt, concrete, or paving stone except by special variance granted by the Architectural Control Committee.

(g) Sidewalks. Sidewalks are to be installed at the Lot owner's expense.

(h) Landscape. Each front yard shall have a minimum of four shrubs. Each Lot shall have two (2) 1.5-inch minimum diameter trees planted in the front yard of each Dwelling. Each front yard shall be landscaped with sod grass. Each side yard and backyard shall be landscaped with seed or sod grass. Each Owner, who has not commenced the construction of a residential structure on the Owner's Lot within six (6) months after the date of conveyance of title to the Lot to such Owner, shall clear, till and seed the Lot, and thereafter shall keep the Lot mowed and trimmed in a manner as required by the ordinances of Lake County except by special variance granted by the Architectural Control Committee. Notwithstanding any other provision herein to the contrary, the sod, seeding and landscaping shall be installed upon the earlier of (i) eight (8) months after issuance of a building permit for the Dwelling, subject to extensions only as made necessary by the weather, or (ii) thirty (30) days after the date of occupancy, subject to extensions only as made necessary by the weather. Any failure to complete the sod, seeding and landscaping will result in a One Hundred (\$100.00) Dollar per day fine that can be assessed by the Association against the Lot or Dwelling.

(i) Garage. All Dwellings shall have an attached garage which will house a minimum of two (2) standard size automobiles and shall be used only by the Owners, occupants, or their guests, and shall not be used for rental purposes.

(j) Final Grade. The final grades of yard areas shall match those proposed grades noted on the recorded plat and final construction drawings for the Development. The Owner shall maintain the grades after construction of a Dwelling on the Lot. The current Owner is ultimately responsible for making corrections to grades that do not match those noted on the plat. The Architectural Control Committee may approve exceptions to this rule in writing.

10.03 Antennas, Satellite Dishes. Radio, television, transmission and reception antenna may not be installed on the roof of a Dwelling. All antennas must be installed within the attic of a Dwelling unless prior written approval is obtained from the Architectural Control Committee. Satellite dishes may not be installed on the front elevation or front portion on the roof of a Dwelling to be visible from the adjacent road and sidewalks, and satellite dishes may not be installed in the front yard of a Lot. Satellite dishes less than one meter in diameter may be installed on the rear elevation to the extent not visible from the adjacent road and sidewalks. Satellite dishes less than one meter in diameter may be discreetly installed in the ground in a rear yard, in the rear portion of the side yard, to the rear elevation of the Dwelling or to the side elevations of the Dwelling (closer to the rear elevation than the front elevation). Notwithstanding the foregoing, satellite dish installation is subject to the ordinances of the Town of Cedar Lake and FCC regulations.

10.04 Activity. No obnoxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.

10.05 Appearance. All equipment, garbage cans, woodpiles, or storage piles shall be kept, screened or stored so as to conceal them from the view of neighboring Lots and streets. All rubbish, trash or garbage shall be regularly removed from all Lots and shall not be allowed to accumulate on the Lots within the Development. No Owner shall burn or permit the burning of garbage or other refuse. No Owner, or builder or contractor for such Owner, shall dump construction debris, dirt, sand, trash or rubbish on any Lot, street or other area on the Development. Each Owner shall be responsible for the appropriate removal of all such construction debris, dirt, sand, trash and rubbish, and the Declarant shall not have any liability or responsibility therefor. Trash receptacles shall only be left out on days of pickup (or the evening before) and shall promptly be returned to a place out of view after pick up.

10.06 Parking restrictions. No tractor, motor home, trailer, boat, camper, etc. shall be permitted to be parked on any Lot or anywhere on the Development for more than forty-eight (48) hours unless in a garage. It is the intent of the Declarant to restrict parking of the above mentioned vehicles to the garages upon the Lots and to further restrict vehicular parking on or upon the Development to the automobiles regularly used by the Owners. No Owner shall repair or restore any

vehicle of any kind upon any Lot, street, alley, right of way or other thoroughfare except for emergency repairs and except within enclosed garages.

10.07 Easements. Strips of ground shall be reserved as easements for the use of public utilities; for the installation and maintenance of poles, ducts, wires, pipelines, and lines; and for drainage. No permanent or other structures are to be erected or maintained upon said strips of land. The Owners shall take their titles subject to such easements, and such easements are for the benefit of all Owners in said Development and any adjacent parcels of Development.

10.08 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on any Lot, provided that: they are not kept, bred or maintained for commercial or hobby purpose; they are not left unattended by a Owner outside of a Dwelling; they do not create a nuisance; and they are not permitted to roam elsewhere in the Development except on a leash and under adequate physical control. Every person owning or having possession, charge, care, custody or control of any permitted dog shall keep such dog exclusively upon his or her own premises; provided, however, that such dog may be off the premises if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

10.09 Fencing requirements. Any fencing installed by a Owner shall be constructed pursuant to Exhibit C and only constructed around the side and rear yards of any Lot in the Development, and not within the front yard setback or a setback adjacent to a road. A greater height around swimming pools may be allowed if the same is required by ordinance or statute. Any fence installed on any Lots that are adjacent to town parks and parks within the Community Area shall be a maximum of four (4') feet tall and shall be an ornamental fence, as specified by the Architectural Control Committee and by the Community Association if the adjacent property is Community Area. The color shall be white. The Architectural Control Committee (ACC) may grant variances to Owners upon request, but in the sole discretion of the ACC.

10.10 Erosion Control. Owners shall be responsible for complying with all laws and regulations with respect to erosion control during construction on the Development, and shall be obligated to comply with all requirements or recommendations of the Division of Soil Conservation of the Indiana Department of Resources, regarding the installation and maintenance of erosion/sediment control facilities and practices during the construction period on the Development. Without in any way limiting the generality of the foregoing, the Owner shall be obligated for the installation and maintenance of (a) perimeter erosion and sediment controls, (b) curb inlet protection, (c) drop inlet protection, (d) temporary downspout extenders, and (e) gravel driveways/entrances after the completion of the foundation, from the public street curb to the foundation. The gravel driveway/entrance shall be installed at a minimum twelve foot (12') width, over a stable subgrade with six inches (6") of coarse aggregate (INDOT CA NO. 2) adding stone as needed from time to time to maintain a six inch (6") clean depth.

10.11 Architectural Control. No building, wall, improvement or other structure shall be commenced, erected or maintained on the Property and no exterior addition, change or alteration shall be made until the plans and specifications, plot lay-out, exterior elevations and landscaping

which shall show the nature, kind, shape, height, materials, and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and Lot lines by the Architectural Control Committee appointed by (i) the Declarant or (ii) after the period of Declarant Control has ceased, by the Board of Directors of the Community Association. The Architectural Control Committee shall be comprised of three Owners within the Development after the period of Declarant Control has ceased. In addition, each Owner intending to build shall submit a resume as to the experience and financial responsibility of the proposed contractor who is to perform the work. This provision shall not apply to any construction or improvement made by the Declarant in connection with the development of the Property.

Neither the Community Association, nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any property within the Properties. Any person submitting plans to the Architectural Control Committee shall hold the Community Association, the Architectural Control Committee, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

10.12 Approval Prior to Construction. No Dwelling or structure shall be commenced, erected, or maintained on any of the Property until the plans and specifications have been submitted to and approved by the Architectural Control Committee as provided in this Article. Declarant is not required to obtain approval from the Architectural Control Committee.

10.13 Signs. No advertising signs including "For Rent" or "For Sale" signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on Lots, Community Area or within one-half mile of the Property nor shall the Lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of the Development; provided, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, Declarant its agents and assigns during the construction and sale of the Development. After ten (10) years from the date of recording this Declaration, Owners may display one (1) For Sale or For Rent sign not exceeding six (6) square feet.

10.14 Responsibilities of the Owner During Construction. The Owner is responsible for the removal of any and all debris including but not limited to excess soil from excavation and construction materials on the Lot. No soil or debris shall be allowed on any roads or streets at any time. Every Owner shall require its builder to comply with these requirements which shall be specified in the contract. If the Owner or builder does not correct any of the above conditions, the

Declarant, after notification, may correct the condition and charge the Owner fair market value for the work performed.

10.15 Fines for Violations of Declaration. The Associations Board shall determine violations of Article X and Article XI. The Owners and Members consent to the Board making such determination in the assessment of a Fifty (\$50.00) Dollar per day fine for violations of Article X and Article XI, and the Owners and Members consent to the Association recording lien against the Owner or Member's Lot and/or Dwelling to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall given written notice of violation of Article X, XI or this Declaration; (ii) if the Owner or Member does not respond within ten (10) days of the receipt of the notice of violation, the Owner or Member shall deemed to have agreed with such determination; (iii) if the Owner or Member objects to such notice of violation, it shall provide all written evidence as to why such act or omission does not constitute a violation of Article X, Article XI or this Declaration within ten (10) days of receipt of the notice of violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a written final determination thereon within reasonable time after receipt of the Owners or Member's written material; (v) the Association through the Board of directors shall respond to an Owner's or Member's objection, in writing, with a final determination on the issues; and (vi) if the Owner or Member does not adhere to the Association's initial determination or final determination, if applicable, the Association shall be entitled to levy a fine against the Owner or Member, not exceeding Fifty (\$50.00) Dollars per day for as long as the violation of Article X, Article XI or this Declaration continues.

10.16 Registered Sex Offenders. No person may occupy a Dwelling, whether as Owner, Occupant, Lessee, or member of the household, licensee or regular guest whose name is on any state or federal sex offender registry. If this provision is violated, the Association shall give notice to the Owner that such occupancy is in violation of this paragraph. The Owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. If the violation of this paragraph continues after notice by the Association, the Association shall have the following remedies: (i) assessing a fine of One Hundred Dollars (\$100.00) per day after it has provided notice and an opportunity to cure against the Owner which lien shall be paid by the Owner and the Association can lien the Dwelling to recover the fine and proceed with foreclosure on the lien, if necessary; (ii) the Association may enforce this paragraph by seeking injunctive relief from a court of competent jurisdiction with all parties acknowledging that there is no adequate remedy at law, and the Association will suffer irreparable harm; or (iii) the Association may purchase the Dwelling at a price equal to ninety percent (90%) of the price that the Owner paid to purchase the Dwelling with the right to enforce this option by obtaining appropriate relief from court of competent jurisdiction and the Owner shall be responsible for all legal costs and expenses in enforcing the re-purchase option, and the Association shall resell the Dwelling in a commercially reasonable manner and any net proceeds realized by the Association after paying and recovering all Association costs and expenses shall then be paid to the previous Owner.

10.17 Basketball Equipment. No permanent basketball equipment is permitted. In-ground installation or attaching to any residential structure of basketball equipment is strictly

prohibited. Portable basketball equipment is permitted provided the backboard is clear acrylic, without any logos or advertisement, and black metal poles are used. All portable basketball equipment shall be stored in the garage when not in use, including every night from 9:00 p.m. to 8:00 a.m. No use shall occur between 9:00 p.m. and 8:00 a.m.

10.18 Mailboxes. All mailboxes shall be in conformity with the quality and style and location requirements of the Architectural Review Committee. Mailboxes with excessive patterns are prohibited. No novelty mailboxes in the shape of fish, birds, dogs, cats, animals, planes, trains, vehicles, sports equipment, balls, houses, or other objects or themes shall be permitted.

ARTICLE XI **RULE MAKING**

11.01 Community Association. The Owners and/or Lots acknowledge the authority of the Community Association to establish reasonable rules and regulations from time to time concerning the use of Lots, Dwellings, and the Community Area and facilities located thereon as set forth in the Community Declaration and acknowledge the fines that may be assessed pursuant to the provisions therein.

Intentionally deleted.

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the Lake County Recorder!**

ARTICLE XIII **GENERAL PROVISIONS**

13.01 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Recorder of Lake County, without the approval of any Owner or Mortgagee; provided, however, that with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, or as otherwise provided in Section 13.02 hereof, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot or Dwelling as set forth in this Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 13.01 shall be

certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself.

13.02 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 Federal national Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, 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 Dwellings, (iii) to correct clerical or typographical errors in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. 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, lease, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling 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. The right and power to make Special Amendments hereunder shall terminate on the date Declarant no longer has the right to appoint all directors of the Board pursuant to Section 4.02 hereof.

13.03 Arbitration. Excluding (a) any suit by the Community Association to collect Assessments under Article IX; (b) any suit by the Community Association to obtain a temporary restraining order to enforce the provisions of Article X; and (c) arbitration conducted by the Community Association under Article X, any and all claims, disputes and controversies by and between the Community Association, an Owner, Declarant, Managing Agent or any other party connected in any way to the Community Association, or any combination of the foregoing, arising from or related to the Property, the Community Association, any improvements to the Property, the sale of any Dwelling or Lot on the Property, including, without limitation, any claim of breach of contract, negligence, negligent or intentional misrepresentation or non disclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealings, shall be submitted to arbitration by and pursuant to the rules of Construction Arbitration Services, Inc. (hereinafter CAS) in effect at the time of the request for arbitration or by such other arbitration service as Declarant shall, in its sole discretion select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration. This arbitration agreement shall inure to the benefit of, and be enforceable by all successors and assigns of the parties. Any party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this arbitration agreement, and the arbitrator shall have sole authority to award such fees and costs. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. This arbitration agreement shall be deemed to be a self executing arbitration agreement. Any disputes concerning interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the

scope of arbitrable issues and any defense based on waiver, estoppel or laches shall be decided by the arbitrator. The initiation of or participation by any party in any judicial proceedings concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement. Any party who shall commence a judicial proceeding concerning a dispute that is arbitrable, however, shall also be deemed a party requesting arbitration within the meaning of this arbitration agreement. The arbitrator's compensation shall be borne equally by the arbitrating parties. Any additional fees may be assessed in accordance with the arbitration rules and fees. Parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 USC §1 *et seq.*) now in effect as the same may from time to time be amended, supplanted or replaced, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any local law, ordinance or judicial rule may be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rule shall govern the conduct of the proceedings. If any provision of this arbitration agreement shall be determined by arbitrator or by any court to be (i) non-enforceable or (ii) have been waived, the remaining provision shall be deemed to be severable therefrom and enforceable according to their terms.

13.04 Enforcement. Each Owner shall comply strictly with the covenants, conditions, and restrictions set both in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief and/or any other remedy available at law or in equity such actions to be maintainable by Declarant, the Community Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Community Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Community Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Community Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Community Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Community Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, however long continued.

13.05 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date of recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial thirty (30) year period or the last year of any ten (10) year renewal period, eighty-five percent (85%) of the total votes of the Owners are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Owners vote to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the President of the Community Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such Property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

13.06 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the President of the United States and the Governor of Indiana.

13.07 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

13.08 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the

provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.09 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

13.10 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Community Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

13.11 No Trespass. Whenever the Association or Declarant and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

13.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Community Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Community Association shall be delivered or sent in care of Declarant at the following address:

Centennial of Cedar Lake Community Association, Inc.
8051 Wicker Avenue, Suite A
St. John, Indiana 46373

or to such other address as the Community Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Community Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Community Association. All notices are deemed delivered when delivered by hand or when deposited in the United States mail.

13.13 Disclaimer of Other Entities. Owner and the Association acknowledge and understand that their relationship is with the Declarant, pursuant to the written terms of this Declaration, and no other entity notwithstanding anything to the contrary in advertising, promotional or other materials. Owner and the Association acknowledge that they have no claim against any entity including affiliates, subsidiaries, parents or otherwise under common control of Declarant, Owner and the Association waive and release any such claims, if any.

13.14 Disclaimer of All Warranties. Declarant hereby disclaims and excludes any and all warranties, expressed or implied (including, without limitation, any implied warranty of habitability, merchantability, quality or fitness for particular purpose), with respect to the Property, the Lots and the Dwellings. The Community Association and any Owner knowingly agree to waive any and all rights that they may have pursuant to the implied warranty of habitability. The Community Association and Owners acknowledge and agree that the sole warranties that apply to the Property, Lots and Dwellings are solely contained within the purchase agreement for the acquisition of the Lot or Dwelling from the seller thereof.

IN WITNESS WHEREOF, Centennial of Cedar Lake Development, LLC has caused its name to be signed to these presents by its Vice President, this 16th day of September, 2008.

**CENTENNIAL OF CEDAR
LAKE DEVELOPMENT, LLC**

By: [Signature]
Its: Vice President

STATE OF INDIANA)
COUNTY OF Lake)

SS: **Document is
NOT OFFICIAL!**
*This Document is the property of
the Lake County Recorder.*

I, Kimberly Jermolowicz, a Notary Public in and for said City and State do hereby certify that Todd M. Olthoff appeared before me this day and acknowledged and that by authority duly given and as the act of Centennial of Cedar Lake Development, LLC, the foregoing instrument was signed in its name by its Vice President.

WITNESS my hand and official seal, this 16th day of September, 2008.
[Signature]
Notary Public

My Commission Expires: 1/18/2015
My County of Residence: Lake

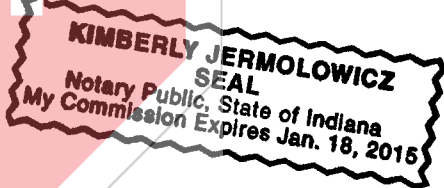
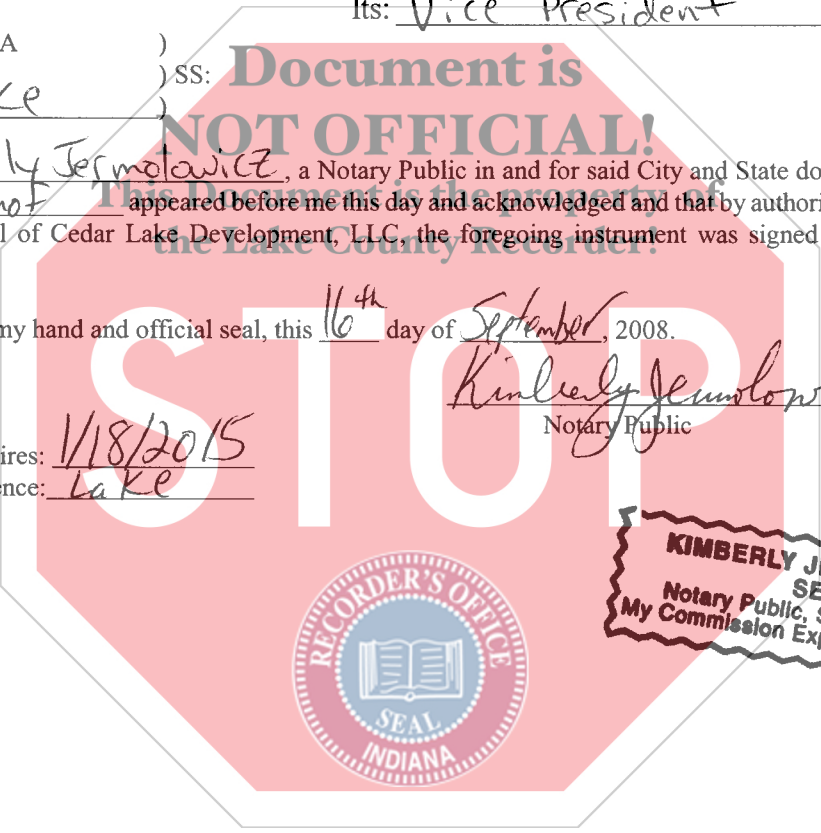


EXHIBIT A

Lots 1 through 14, both inclusive, and lots 95 through 103, both inclusive, in Centennial Subdivision, Phase 1 according to the plat thereof recorded December 11, 2007 as Document Number 2007 096916, in the Office of the Recorder, Lake County, Indiana.



EXHIBIT B-ADDITIONAL PROPERTY



EXHIBIT C

Fence Requirements

The style of fence shown below is allowed around the side and rear yard of lots that are not adjacent to the pond. The requirement is to have a white polyvinyl fence. The three styles of fence allowed here are the shadow box, board on board, style (Figure A), the ornamental style (Figure B), and the tongue and groove style (Figure C). The fence cannot exceed six feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.

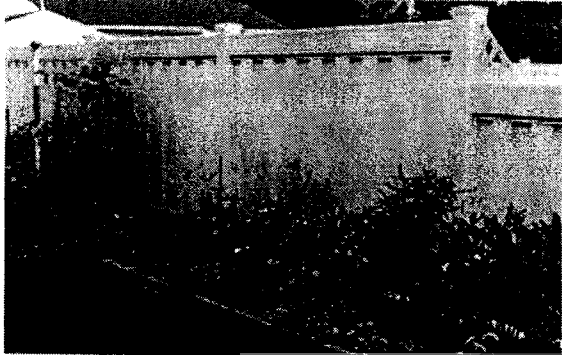


Figure A

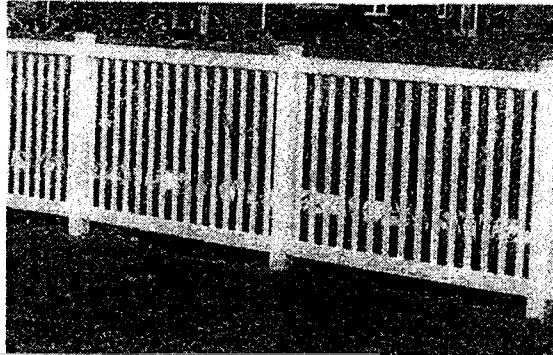


Figure B



Figure C

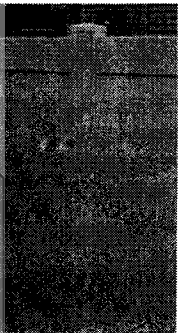
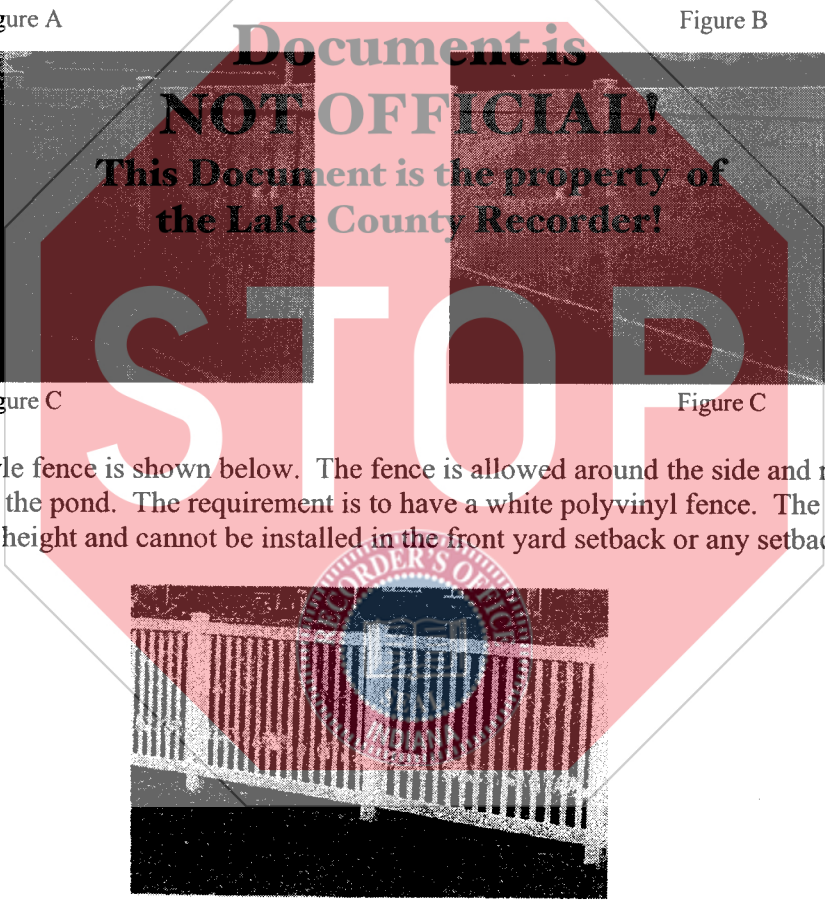
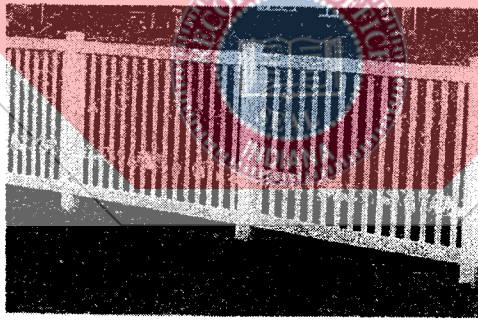


Figure C

The ornamental style fence is shown below. The fence is allowed around the side and rear yard of lots that are adjacent to the pond. The requirement is to have a white polyvinyl fence. The fence cannot exceed four feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.



* Reference the Use Restrictions for additional fencing requirements and restrictions.