

NOT AN OFFICIAL DOCUMENT

FILED

Jul 20 2023 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2023-523274
07/21/2023 10:05 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 48
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEVIEW BUSINESS PARK

THIS AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEVIEW BUSINESS PARK (this "Declaration") is made as of the 19th day of July, 2023 (the "**Execution Date**") by **CLBD SOUTH, LLC**, an Indiana limited liability company ("**CLBD**") and **E3, LLC**, an Indiana limited liability company ("**E3**") which, together with CLBD is collectively, jointly and severally, the "**Declarant**".

Preliminary Statements

A. On or about June 28, 2022 (the "**Effective Date**"), CLBD previously executed that certain Declaration of Covenants, Conditions and Restrictions (the "**Original Declaration**") intending to subject the Property containing approximately 33.5 acres located along the east side of Wicker Avenue (U.S. 41) between 141st Avenue and 135th Place in the Town of Cedar Lake (the "**Town**"), Lake County, Indiana to the terms, conditions and provisions of the Original Declaration. The Property is legally described on **Exhibit A** attached hereto and made part hereof. The Property, together with all improvements now or hereafter constructed or located thereon is sometimes collectively referred to herein as the "**Development**" or the "**Subdivision**". Capitalized terms used herein that are defined in the Original Declaration shall have the same meanings herein as are ascribed to such terms in the Original Declaration unless otherwise defined herein or the context dictates otherwise. The Original Declaration was left undated, was not recorded against the Property and contained various blanks or incomplete exhibits which Declarant now desires to date, complete and record to be retroactive to the **Effective Date**.

B. Declarant previously consolidated and subdivided the parcels comprising the Property into (i) 18 individual lots (each a "**Lot**" and collectively, the "**Lots**") to be developed for commercial or industrial uses, (ii) one (1) outlot referred to as "**Outlot A**" (sometimes "**Outlot A**" or the "**Outlot**" which, together with all detention and retention areas or basins and slopes thereon, all drainage improvements, including collection inlets, catch basins or manholes located on the Outlot and all related facilities, lines, equipment, appurtenances and improvements located on the Outlot, including landscaping, lighting, signage and other improvements located thereon, is collectively, the "**Detention Area**") containing approximately 3.85 acres which is a dedicated drainage and utility easement area to serve primarily as the storm water detention area for the Development, and (iii) various roadways consisting of 138th Place, 137th Place, Schneider Street and Osborn Street (each a "**Street**" and collectively, the "**Streets**") in each case as shown on and pursuant to that certain Plat of Subdivision for Lakeview Business Park, an Additional to Cedar Lake, Lake County, Indiana dated July 6, 2022 (sometimes, the "**Plat**") and recorded on July 7, 2022 in the Office of the Recorder of Lake County, Indiana (the "**Recorder**") as Document No. 2022-021371 in Book 116, Page 01, a copy of which is attached hereto on **Exhibit B**.

C. As of the Execution Date, (i) CLBD owns Lots 1 through 9 (both inclusive) and Lots 11 through 16 (both inclusive), (ii) Declarant jointly own Lots 17 and Outlot A, (iii) E3 owns Lot 18, and (iv) Nicolas Michael Managers, LLC owns Lot 10.

D. The Plat, in addition to creating the Lots and Outlot, (i) dedicated the Streets to the Town, (ii) established certain building set back lines, (iii) granted certain drainage easements to the Town, (iv) granted ownership of the Outlot to an unnamed homeowners association which is intended to refer to the Association established under this Declaration entitled Lakeview Business Park Association, Inc., an Indiana nonprofit corporation (the "**Association**") which was duly formed by Declarant on July 17, 2023, (v) granted to the Town public drainage and utility easements as shown on the Plat, (vi) obligated the Association to maintain the Detention Area in accordance with

NOT AN OFFICIAL DOCUMENT

all applicable Town ordinances affecting the Property and the Development in effect as of the Execution Date (collectively, the “**Town Ordinances**”) and that certain Storm Water Operations and Maintenance Manual for Lakeview Business Park, Cedar Lake, Indiana (the “**Storm Water Manual**”) dated June 29, 2021 prepared by DVG Team Inc. and approved by the Town, and to further provide for the ongoing maintenance by the Owners, jointly and severally, should the Association ever become defunct, (vii) created certain public utility easements in areas identified on the Plat, and (viii) created a conservation easement for the purpose of protecting existing vegetation and/or wetland areas therein as shown on the Plat. For clarity and avoidance of doubt, this Declaration, among other things, is intended to supplement, amend and clarify the dedications, easement grants and terms related thereto, and maintenance obligations set forth on or established pursuant to the Plat for all applicable parties, including the Town, all Lot Owners, and the Association.

E. As part of the Town Ordinances, the Town approved Ordinance No. 1425 dated July 5, 2022 and recorded with the Recorder on July 7, 2022 as Document No. 2022-021389 (the “**PUD Ordinance**”) that, among other things, (i) reclassified the zoning of the Property and Lots to Chapter 9 - Planned Unit Development (P.U.D.) Zoning District Classification, (ii) approved the Plat, (iii) approved the Development Plan for the Property (the “**Development Plan**”), and (iv) approved that certain Development Agreement dated July 5, 2022 between the Town and Declarant (the “**Development Agreement**”) with respect to the development of the Property, including the construction, installation or performance of all Subdivision Work (as hereinafter defined). Pursuant to the PUD Ordinance, the Property can be developed for various commercial/industrial uses.

F. As of the Execution Date, Declarant has completed all Subdivision Work required under and in accordance with the Development Requirements (as hereinafter defined) for the benefit of the Owners and their respective occupants, and all initial inspections of the Subdivision Work have occurred, Declarant has completed all punch list items, and all final inspections of the Subdivision Work (including all completed punch list items) have occurred. Based on the foregoing, on or about May 17, 2023, the Town Plan Commission (i) acknowledged final completion of the Subdivision Work and all related punch list items, (ii) approved all final inspections, (iii) authorized the transfer of the required Developer surety under the Development Requirements to a three (3) year maintenance bond in lieu of the previously deposited performance bond, and (iv) accepted the dedication of the Public Improvements (as hereinafter defined) and the ownership and ongoing maintenance thereof.

G. Declarant desires to establish certain easements over portions of the Property, and to establish certain covenants, conditions and restrictions with respect to the design, development, construction, use, operation and maintenance of the Property, for the mutual and reciprocal benefit and complement of all of the Property and the present and future Owners thereof, on the terms and conditions hereinafter set forth.

H. On the Execution Date, the Original Declaration will be deemed amended and restated in its entirety as provided herein; provided, however, (i) the relative priority of this Declaration as a matter of record affecting the Development will remain unchanged and in accordance with the relative priority of the Original Declaration; and (ii) except as otherwise expressly provided herein, if applicable, to the extent of any conflict or inconsistency between the easements, covenants, conditions, restrictions or provisions in the Original Declaration and the easements, covenants, conditions, restrictions or provisions in this Declaration, the and the easements, covenants, conditions, restrictions or provisions of this Declaration will govern and control.

NOT AN OFFICIAL DOCUMENT

NOW, THEREFORE, Declarant hereby declares that the Property is now held, and shall be held, transferred, sold, leased, conveyed, improved and occupied or otherwise dealt with subject to this Declaration which shall inure to the benefit of and shall pass and run with each and every Lot and apply to and bind each the fee owner of each Lot (each an "Owner" and collectively, the "Owners"), together with any and all of their respective affiliates, members, partners, managers, officers, directors, grantees, successors-in-interest and assigns and all of their respective employees, agents, contractors, vendors, tenants, occupants, licensees, invitees, mortgagees or any other party owning or holding an interest of any kind or nature whatsoever in or to a Lot or any Owner thereof (each Owner, together with all of the foregoing parties as to each Lot are sometimes collectively referred to herein as the "Owner Group").

ARTICLE 1

OPERATION, INTENT AND PURPOSE AND DEFINED TERMS

A. Operation, Intent and Purpose.

(i) In connection with the use of its Lot or any Public Improvements, each Owner shall be subject to, comply with and abide by the terms of this Declaration.

(ii) It is the intent of Declarant, and the purpose of this Declaration is, to:

(A) create mutual and equitable servitudes upon the Property and Lots in favor of all other Lots located therein, creating reciprocal rights and obligations between the respective Owners, and creating privity of contract and estate among all Owners;

(B) allow light industrial activities, retail, commercial, manufacturing, warehousing, general business and marketing activities within the buildings located on the Lots, provided that such uses do not (i) emit noxious, toxic or excessive amounts of noise, dust, smoke, gases, fumes, odors, or vibration outside of the building on any Lot into the surrounding environment, or (ii) contain an ultra-hazardous use due to the nature of the products, material or processes involved;

(C) create a high-quality successful business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allows businesses, residents, customers, clientele and other groups to work in a harmonious manner; and

(D) control the occupant and building density in the Development, to expressly prohibit certain uses in the Development, and to protect the character of the Development.

Traditional retail/commercial use as an auto or body repair shop and/or service center will be permitted on Lots 1, 2, 3 or 16 (collectively, the "Retail Lots").

B. Defined Terms. Without limiting other terms which are defined elsewhere in this Declaration, for purposes of this Declaration, the following defined terms (which shall include both the plural and singular form thereof as the context requires) shall have the meanings set forth below throughout this Declaration, except as otherwise expressly provided herein:

(i) "Declaration" shall collectively mean and refer to this Declaration, all exhibits or schedules attached hereto, and all of the terms, easements, covenants, conditions, restrictions or provisions set forth herein or therein, as the same may be supplemented or amended from time to time as permitted herein.

NOT AN OFFICIAL DOCUMENT

(ii) **“Developer Obligations”** shall collectively mean all agreements, obligations, liabilities, indemnities, and requirements to be paid, performed, satisfied, obtained, delivered or complied with, as the case may be under the Development Requirements with respect to the Subdivision Work including, without limitation, the construction of all Public Improvements.

(iii) **“Development Approvals”** collectively means the Plat, the PUD Ordinance, the Development Plan, the Development Agreement and the Storm Water Manual.

(iv) **“Development Requirements”** collectively means, all applicable Laws, including Town Ordinances, including all Development Approvals, and the Subdivision Plans for the Subdivision Work.

(v) **“Laws”** shall collectively mean any or all applicable laws, statutes, ordinances (including Town Ordinances), codes, standards, rules, regulations, orders and applicable judicial decisions, rulings or decrees, as presently existing or as may be hereafter enacted, promulgated or enforced, of any governmental authority.

(vi) **“Lot Improvements”** shall collectively mean all buildings, paving, utilities exclusively serving the Lot on which they are located, landscaping, signs and any other site improvements located on a Lot, excluding any Public Improvements, Public Utilities and any Storm Water Facilities which are the obligation of the Town, public utility providers or the Association’s responsibility hereunder, as the case may be.

(vii) **“Public Improvements”** shall collectively mean all Road Improvements and Town Utilities which have been constructed by Declarant, dedicated or conveyed to the Town, accepted by the Town and, as of the Execution Date, are public improvements for which the Town has sole responsibility to operate, light, maintain, repair, replace, subject only to any remaining Developer Obligations of Declarant as the Developer under the Development Agreement. Lot Owners will have no obligation to maintain, repair, or replace (or to pay or reimburse the Town therefore).

(viii) **“Public Utilities”** shall collectively mean all Utility Lines in or serving the Development excluding Separate Utility Lines (i.e., private utility lateral lines exclusively serving building improvements on a Lot up to the point of connection to any Common Utility Line in a public utility easement area as shown on the Plat) that are the responsibility of the Lot Owner on which such Separate Utility Lines are located.

(ix) **“Road Improvements”** collectively means the Streets, together with all curbs, gutters, drainage facilities, utilities, street light poles and fixtures, and other improvements and appurtenances related thereto in, on or under the Streets or within the public right-of-way for each as required by the Development Requirements.

(x) **“Storm Water Facilities”** collectively means the portion of the storm water management system for the Development that are owned by the Association or the Town, including (i) the Detention Area owned by the Association approximately as depicted on Exhibit C attached hereto, and (ii) all storm sewer and drainage improvements owned by the Town, including all collection inlets, catch basins or manholes and all related storm sewer facilities, lines, equipment, appurtenances and improvements located in, on or under the public right-of-way of the Streets or the public utility and drainage easement areas on the Plat. For clarity and avoidance of doubt, Storm Water Facilities shall not include any storm sewer lines or drainage facilities installed by a Lot Owner as a Separate Utility Line (as hereinafter defined)

NOT AN OFFICIAL DOCUMENT

hereunder in connection with the development of their respective Lots that will connect to and/or transport storm water through and to the Storm Water Facilities for the Development.

(xi) "**Subdivision Plans**" shall collectively mean all plans, specifications, reports, recommendations, and requirements including, without limitation, final Town approved civil engineering and other plans for the Subdivision Work in the Development including, without limitation, all grading, drainage, detention, utilities, paving, street lights, signage and landscape improvements or which are otherwise included in or required by any other Development Requirements.

(xii) "**Subdivision Work**" shall collectively mean (i) all grading in the Development and (ii) the installation and construction of all Roadway Improvements and all Public Utilities, including all Storm Water Facilities in accordance with all applicable Development Requirements.

(xiii) "**Town Utilities**" shall collectively mean all Public Utilities, excluding any Utility Lines that are owned and maintained by public utility providers (e.g., gas, electric, telephone) other than the Town. Town Utilities shall expressly include all storm, drainage, water and sanitary Utility Lines located (A) in, on or under any drainage and public utility easement area on the Lots in the Development (excluding only the Detention Area and Separate Utility Lines on a Lot connecting to Town Utilities), and (B) in on or under any public right of way.

(xiv) "**Utility Lines**" shall collectively mean those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, detention or retention systems or structures, water mains, sewers, lift stations, electrical, data transmission and telecommunication lines, conduits or systems, gas mains, and other public or private utilities, and all lines, conduits, connections, appurtenances, structures, equipment and facilities related to the installation or operation of a Utility Line. "**Common Utility Lines**" are Utility Lines serving more than one Lot and are located in public utility easements on the plat or included as part of the Roadway Improvements. "**Separate Utility Lines**" are Utility Lines consisting of private lateral lines exclusively serving a Lot or the Lot Improvements thereon running between a Common Utility Line and the applicable Lot Improvements on a Lot.

(xv) "**Work**" shall collectively mean any work or services provided to an Owner or Lot in connection with the construction, expansion, reconstruction, replacement, alteration or modification of any Lot Improvements or the maintenance or repair thereof.

ARTICLE 2 PROPERTY MANAGEMENT AND ASSOCIATION

A. **Association.** The Association is created as a separate entity to serve in the best interests of the Owners by diligently and in good faith exercising its duties and powers as set forth in this Declaration.

B. **Duties and Powers.** With respect to the Development, the Association shall (i) maintain and repair (including any necessary replacements), operate and administer the Storm Water Facilities in the Detention Area, (ii) administer architectural control matters as provided in Article 4 below, (iii) without limiting enforcement rights by Owners, enforce the terms of this Declaration, (iv) levy and collect assessments with respect to the maintenance and repair of (A) the Detention Area, and (B) the Development Sign, subject to Section 22(E) (collectively, "**Common Expenses**"), (v) procure and maintain requisite policies of insurance with respect to Outlot A and the Development Sign and the activities of the

NOT AN OFFICIAL DOCUMENT

Association as reasonably required, (vi) secure necessary professional services with respect to the Association's duties and responsibilities as reasonably required, (vii) bring and respond to legal actions the Association is permitted to pursue or to which the Association is made a party, and (viii) in general, administer this Declaration in a manner which will protect and enhance the desirability and attractiveness of the Development and the Lots and the quality of the business environment therein.

C. **Managing Entity.** Subject to Section 34(B) below, all direction and control over the Association shall be vested in the Declarant until at least seventy five percent (75%) or more of the Lots within the Property have been initially conveyed by Declarant (or such earlier date as Declarant may elect), at which time the Owners shall assume the direction and control over the Association (the "**Control Transfer Date**"). At least thirty (30) days prior to the Control Transfer Date, Declaration shall provide notice to all Owners of the anticipated Control Transfer Date and shall hold a meeting of all Owners to allow for the election of members of the Board (as hereinafter defined) and officers of the Association, which meeting shall be held within ten (10) days of the Control Transfer Date to provide for the orderly transfer of control.

D. **Record of Ownership.** Every Owner shall promptly cause to be duly filed of record the conveyance document (deed, patent, etc.) for its, his or her Lot and shall file a copy of such conveyance document with the Association, who shall maintain a record of ownership of the Lots, including contact information for each Lot Owner. Upon request of any Owner, the Association shall provide a list of Owners and contact information for all of the Lots.

ARTICLE 3 LAKEVIEW BUSINESS PARK ASSOCIATION

A. **Organization.** The Association has been organized as an Indiana non-profit corporation and has adopted Articles of Incorporation and Bylaws consistent with this Declaration which shall be delivered to or made available to all Lot Owners upon request.

B. **Membership.** Every Lot Owner shall be a member of the Association and shall remain a member thereof until such time as such Lot Owner's ownership of its Lot ceases for any reason, at which time such Lot Owner's membership in the Association with respect to such Lot shall automatically cease and the successor Lot Owner shall become a member of the Association. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.

C. **Transfer.** An Owner's membership in the Association shall not be transferred or alienated in any way except upon the conveyance or encumbrance of such Owner's Lot and then only to the grantee or mortgagee of such Lot.

D. **Voting Rights.** Each Owner shall have one vote per Lot owned.

E. **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the votes relating to such Lot shall be exercised as a singular voting unit as such Owners may determine among themselves. In no event shall the votes with respect to any Lot be cast fractionally or separately by different Owners. Votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Lot concerned unless an objection is made at the meeting by another Owner of the same Lot, in which the person or entity that has the largest ownership interest in the applicable Lot shall be entitled to cast the vote on behalf of and so as to bind its Lot and the Owner thereof.

NOT AN OFFICIAL DOCUMENT

F. **Association Board of Directors and Manager.** The Association members shall elect a Board of Directors (the "**Board**") to exercise the powers and carry out the duties of the Association.

G. **Association Rules.** The Association, through the Board, may make and enforce reasonable rules and regulations governing the maintenance of Lot Improvements, which rules and regulations shall be consistent with the rights and duties established by this Declaration; provided, however: (i) no rules and regulations may (A) materially increase an Owner's obligations or liabilities under this Declaration, (B) materially diminish or impair any of the rights, options or remedies available to an Owner, (C) materially interfere with the operation of any business conducted on a Lot by an Owner or any member of its Owner Group that is permitted under this Declaration, or the construction of any Lot Improvements that has received all approvals, or (D) otherwise impose any new, materially different restrictions or conditions on any Owner (or any member of its Owner Group) or Lot; (ii) any amendments or new rules or regulations will not be effective on less than thirty (30) days prior written notice to each Owner; and (iii) any enforcement of rules and regulations shall be done in a reasonable, uniform, and non-discriminatory manner. If there are any conflicts or inconsistencies between the terms and provisions of this Declaration and the terms and provisions of any rules or regulations, the terms and provisions of this Declaration shall govern and control.

H. **Board Liability.** Without limiting or modifying Declarant's obligations, liabilities, representations, warranties or agreements hereunder, the Declarant (and its beneficiary), its directors, officers, shareholders, partners, employees or agents with respect to acts occurring prior to the election of the first Board, and the Board, members of the Board, officers of the Association, and the agents and employees of any of them acting in their capacity on behalf of the Board or the Association (all of the above parties are hereinafter collectively referred to as the "**Protected Parties**"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration (such mistakes of judgment, acts or omission, subject to the foregoing exclusions are collectively "**Protected Acts**"), which Protected Acts will not include any such acts or omissions that are determined to constitute bad faith, willful misfeasance, gross negligence or fraud, including failure to maintain the insurance required to be maintained by the Association, including customary errors and omissions coverage for the acts of the Board members and Association officers (collectively, "**Excluded Acts**"). The Owners shall indemnify and hold harmless the Protected Parties against all claims, suits, losses, damages, costs and expenses (including reasonable attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith) arising out of the Protected Acts made by the applicable Protected Parties serving in its or their respective capacity under and in accordance with this Declaration on the Board or with respect to the Association. Any settlement or compromise desired to be made by applicable Protected Parties shall be subject to approval by at least a majority of the members of the Association; provided, however, it such settlement will exceed Five Thousand Dollars (\$5,000.00), then it must be approved by a majority of the Owners. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Lots owned by each respective Owner bears to the total number of Lots in the Subdivision as of the Execution Date. If applicable, the Board shall assess each Owner for such Owner's share of the cost of such indemnification, and such Assessment shall be collectible and enforceable in mode and manner as set forth in this Declaration. To the extent possible the obligation of the Owners for indemnification and the Protected Parties' liability hereunder shall be insured by means of appropriate contractual endorsements to the commercial general liability insurance policies required to be held from time to time by the Association.

NOT AN OFFICIAL DOCUMENT

I. **Indemnification.** The Association shall indemnify every officer and director of the Association against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board or the Owners, as applicable) to which he or she may be made a party by reason of being or having been an officer or director at the time such expenses are incurred, excluding any of the foregoing related to Excluded Acts of such officer or director. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment, excluding any liability related to Excluded Acts. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain commercial general liability insurance in an amount required under Article 29 below, including contractual liability coverage and officers' and directors' errors and omissions liability insurance to fund the foregoing obligation.

ARTICLE 4 ARCHITECTURAL CONTROL COMMITTEE

A. **Architectural Control Committee.** The Association may appoint an Architectural Control Committee (the "ACC"), the function of which shall be to ensure that all improvements and landscaping within the Property comply with the terms of this Declaration. The ACC need not be composed of only Declarant and Owners. If the ACC is not appointed, the Association itself shall perform the duties of the ACC.

B. **Submission to ACC.** No landscaping, building, including accessory or addition may be constructed, and no significant alteration or refurbishing of the exterior of any building shall be performed, unless complete plans and specifications thereof have first been submitted to and approved by the ACC.

C. **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to ensure that all applicable Lot Improvements comply with the terms of this Declaration.

D. **Construction.** Once Lot Improvements have commenced on a Lot, such construction work shall be prosecuted in good faith and with reasonable diligence to completion, and no construction site shall be left in an abandoned state.

E. **Liability for Damages.** The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article, exclusive of any Excluded Acts. No approval by the ACC shall be considered an approval of any Lot Improvement plans from an engineering perspective or a determination that they satisfy or comply with any applicable Laws.

F. **Exception for Declarant.** Without limiting or modifying the other terms or provisions of this Declaration, the provisions of this Article requiring ACC approval of Lot Improvements shall not apply to the initial Lot Improvements on any Lot to be owned and operated by Declarant; provided, however, Declarant hereby covenants in favor of each Owner that the initial Lot Improvements on any such Declarant Lot will otherwise comply with the terms of this Declaration, including all applicable

NOT AN OFFICIAL DOCUMENT

Laws, including the PUD Ordinance and any building set back lines on the Plat and be compatible with intent and purpose of this Declaration provided in Articles 1 and 5 hereof.

ARTICLE 5 PRE-CONSTRUCTION APPROVAL OF ACC

A. Before commencing the construction or significant alteration of any Lot Improvements including, without limitation, any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any Lot, the Owner shall first submit the following materials to the ACC for its approval:

1. Site plans, including setback lines, roads, parking areas, loading and maneuvering areas, external lighting, and utilities and utility easements.
2. Location and detail of signs;
3. Samples of the actual materials proposed for all external surfaces for any and all structures;
4. A complete landscape plan detailing both soft and hard structures;
5. An accurate architect's or artist's depiction or scale model of the project;
6. Appropriate specifications;
7. All building, fencing, signage and structural colors;
8. All placement and elevation of required berms; and
9. All screening per PUD ordinance and Town ordinances.

The ACC may waive the submission of any of the above-listed materials under appropriate circumstances.

B. **ACC Right of Refusal.** The ACC shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed Lot Improvements, the materials to be used, the site upon which they are proposed to be constructed or altered, the harmony thereof with the terms of this Declaration and the Lot Improvements and uses contemplated hereunder and the effect of such Lot Improvements on other Lots or Lot Owners.

C. **ACC Development Guidelines.** The ACC may adopt development guidelines as it deems necessary to inform Owners of the standards that will be applied in approving or disapproving proposed Lot Improvements. Such guidelines shall in no event be less restrictive than this Declaration. If such guidelines are more restrictive than this Declaration, then such guidelines shall be subject to the approval of a majority of the members of the Association, and they may be modified in the same manner as provided for modification of this Declaration. The ACC will be guided by this Declaration, the goal of developing and maintaining a high-quality and visually appealing retail/commercial (as to the Retail Lots), light industrial/business park, all applicable Laws and any other applicable rules and regulations.

NOT AN OFFICIAL DOCUMENT

D. **ACC Approval.** In the event the ACC shall fail to approve or disapprove building plans, specifications, or site plans within forty-five (45) days after they have been fully submitted to the ACC, approval shall be deemed given unless notice is given by the ACC that circumstances reasonably warrant an extension of time, in which case the ACC shall make a decision within a reasonable time, not to exceed an additional fifteen (15) days. No decision by the ACC shall be unreasonably withheld, conditioned or delayed. ACC approval shall not be construed in any way to be a warranty or representation that the Lot Improvement plans comply with applicable Laws and the ACC shall not be liable for any impacts or damages in the event such Lot Improvements fail to comply with all applicable Laws.

ARTICLE 6 SUBDIVISION

A. **Plat.** The Plat for the Subdivision and creation of the Lots was previously prepared and recorded. Any further consolidations, resubdivisions or material lot line adjustments (collectively, a "Resubdivision") for any Lots in the Subdivision shall be subject to the prior written approval of the Board, not to be unreasonably withheld, conditioned or delayed; provided, however, nothing in this Declaration will in any way limit or modify each Lot Owner's obligation to comply with applicable Laws and the Development Approvals with respect to any Resubdivision after the Execution Date, provided further that such any Resubdivision related to the Retail Lots will only require compliance with applicable Laws and will not require prior written approval of the Board.

B. **Condominiums.** If permitted by the Town subdivision ordinance and other applicable Laws of the Town and if approved by the Board, an Owner may develop commercial condominium units on part or all of a Lot. Such further development may occur either before or after the recording of a plat on that portion of the Property of which the Lot is a part. In either case, the Lot so developed with condominium units shall continue to be subject to all of the terms of this Declaration. In addition, the Lot so developed shall be deemed to be, and shall remain, one Lot for purposes of this Declaration. Accordingly, all obligations and liabilities pertaining to the Lot shall be the joint and several obligation and liability of all unit owners owning a portion of or unit within such Lot, and all rights or voting power related to such Lot may only be exercised by one designated representative for such Lot, however, if at any time there is no such designation, then the person or entity owning the largest percentage interest in all units on such Lot shall be the designated party for all unit owners within that Lot.

ARTICLE 7. LOTS AND STRUCTURES

- A. **Ownership.** Each Lot shall be owned in fee simple by the Owner.
- B. **Structures.** Structures may be constructed as permitted by this Declaration, subject to approval of the ACC as provided herein as applicable, and in accordance with and subject to all applicable Laws including all applicable rules and regulations.
- C. **Building Appearance.** Without limiting or modifying the ACC's approval rights under this Declaration, the following general standards will apply:
1. **Colors.** No obnoxious colors of any kind will be allowed on any material portion of the exterior of any structure within the Property, excluding the color of any national, regional or local corporate logo or corporate identification or brand of any tenant or occupant of the Retail Lots or any permitted or required signs. Subject to the foregoing, all buildings will use multiple earth tone colors on all exterior surfaces. All colors will be subject to ACC approval before construction begins.

NOT AN OFFICIAL DOCUMENT

2. Materials. Building exterior materials shall be appropriate for the Property, of high-quality, and harmonize with the uses permitted under this Declaration. All materials will be subject to ACC approval before construction begins.

3. Design and Construction. Building design and construction shall be appropriate for the applicable use, shall be of good quality, and be consistent with the type of improvements and uses permitted under this Declaration. All design and construction will be subject to ACC approval before construction begins.

4. Windows. Windows shall be installed on all elevations of buildings that are bordered by a public or private right of way.

5. Stone, brick and stucco. The exterior walls for buildings on the Retail Lots shall have all four elevations consist of substantially all stone/brick/stucco, exclusive of windows, doors and signs or other building appendages, and all remaining Lots shall have stone/brick/stucco installed at least to knee wall height on all four elevations and the remaining portion of the elevations may be non-masonry materials. Stone/brick/stucco need not be installed for architectural detailing or above the roof line. The ACC may grant variances to such requirements based on the remaining design details.

6. Awning and eyebrows. The front elevation shall have awnings or eyebrows.

ARTICLE 8 PERMITTED USES

The Development is restricted to select retail (as to the Retail Lots), commercial, light industrial, manufacturing, warehousing, and general business uses that are compatible with a retail/commercial/light industrial/business park development pursuant to the Development Approvals and as more particularly set forth on Exhibit G attached hereto.

ARTICLE 9 PROHIBITED USES

No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Development as contained in the PUD Ordinance at any time. No portion of any Lot may be occupied for any use which is in violation of any applicable Laws or for any use which violates this Declaration.

ARTICLE 10 PERFORMANCE REQUIREMENTS

A. General Requirements. The Owner of each Lot shall keep and maintain the Lot Improvements on its Lot in accordance with the terms of Article 21 below.

B. Specific Requirements. All uses shall comply with the limitations set forth below:

1. Vibration. No noxious or excessive vibration shall be produced by any use to the extent it materially and adversely interferes with another Owners' use of its Lot.

NOT AN OFFICIAL DOCUMENT

2. Noise. No noxious, toxic or excessive noise shall be allowed, and all noise emanating from a Lot shall be muffled so as not to be unreasonably objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a building at nighttime exceed at the Lot line an octave band of frequency of those recommended values set out in the American Standard Specification for an Octave Band Filter Set for the Analysis of Noise and Other Sound, Z24.10-1953, of the American Standards Association.

3. Air Pollution. Emissions discharged into the atmosphere shall comply with the standards of the Clean Air Act, 42 U.S.C.A. 7401, et seq, state statutes and regulations and local ordinances, as amended.

4. Odors. Creation of noxious, toxic or excessive odors, gases, fumes, vapors, acids or other substances of such intensity and character as to be detrimental to the health and welfare of the public or any person, property or vegetation or which materially and adversely interferes with another Owner's use of its Lot is prohibited. Normal and customary restaurant odors or aromas on the Retail Lots will be permitted.

5. Electromagnetic Radiation. Planned or intentional sources of electromagnetic radiation for any purpose which do not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation are prohibited, unless special circumstances exist which are reviewed by the ACC and upon recommendation from the ACC, the requirements of such regulations may be modified. Any source of electromagnetic interference, the radiation or transmission from which exceeds reasonable standards, based on standard field strength measuring techniques is prohibited.

6. Radioactive Materials. The handling of significant quantities of radioactive materials is prohibited.

7. Liquid or Solid Waste. There shall be no discharge at any point into any public or private sewage disposal system or stream or into the ground, of any liquid or solid materials except in accordance with all applicable Laws.

8. Water Supply. No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Cedar Lake Water Department and State Health Department. Approval of such system as installed shall be obtained from all applicable governmental authorities and shall in no event interfere with Utility Lines for water serving any other Lot.

C. **General Construction Requirements.**

1. Manner of Performance. All Work shall be effected as expeditiously as possible and, to the maximum extent practicable, not to interfere or obstruct or delay construction activities on, or the business operations of, any other Lots or the Owners or occupants thereof.

2. Staging. Staging for any Work including, without limitation, the location of any temporary buildings or construction sheds, the storage or assembly of building materials, and the parking of construction vehicles and equipment, shall be limited to and take place only on the Lot on which the Work is being performed.

NOT AN OFFICIAL DOCUMENT

3. Standard of Work. All Work performed in connection with any Lot Improvements shall be done in a good and workmanlike manner, using new and good quality materials and in accordance with all applicable Laws, the Development Approvals and this Declaration as applicable, all applicable permits and approvals issued by any applicable governmental authority and good and sound construction and engineering standards.

4. Mechanics' Liens. If any mechanics', materialmen's, architects', or other design or construction liens shall be filed against any Lot in the Subdivision resulting from Work perform on an Owner's Lot, the constructing Owner shall cause the lien to be satisfied and released of record, and shall indemnify each other affected Owner from and against any and all such lien claims.

5. Debris. During all Work on a Lot, the Lot Owner shall keep or cause to be kept the construction site and surrounding areas clean and free of construction materials, trash and debris, and shall take appropriate precautions to protect against personal injury and property damage to the other Owners and occupants of the Development.

6. Dust Control Measures. At any time a Lot is not fully developed with Lot Improvements, the Owner of such Lot shall keep such Lot covered with vegetation or other suitable material to prevent blowing dust and kept weed free and clean by the Lot Owner. In addition, during the performance of any Work on a Lot, the Lot Owner or member of its Owner's Group shall undertake and implement all dust control measures which may be required in order to prevent damage or claims from or arising in connection with blowing dust.

7. Additional Requirements. Without limiting any other requirements set forth in this Declaration, at all times during the performance of any Work by or on behalf of a Lot Owner, the Lot Owner, on behalf of itself and members of its Owner Group, covenants and agrees to comply with the following terms, provisions and restrictions:

(i) Once commenced, all Work shall be prosecuted with reasonable diligence to completion.

(ii) All Work shall be completed at the sole cost and expense of the Lot Owner (without reimbursement by any other Owner) (i) without adversely affecting or damaging any other Lot, and (ii) without interfering with the availability, capacity or function of any Utility Lines and without diverting any water from such Owner's Lot to any other Lot or onto the Roadway Improvements. At no time shall any Work related to a Lot close off, restrict or prohibit direct vehicular access over all Streets in and serving the Development.

(iii) Prior to and as a condition of the commencement of any Construction, the Lot Owner shall, at its sole cost and expense, procure and maintain, and/or cause its contractors to procure and maintain customary construction period insurance coverages at all times during the performance of the Work.

(iv) Upon completion of any Work, the Lot Owner shall clean, repair, replace and restore, as the case requires, the areas of the Development affected by such Work (including, without limitation, any affected surface or sub-surface improvements thereon or therein) to their prior condition (except as expressly contemplated by the Work).

(v) At all times during the performance of the Work, the Lot Owner shall, at its sole cost and expense (without reimbursement from any other Lot Owner) be solely

NOT AN OFFICIAL DOCUMENT

responsible for all damage or additional maintenance or repairs (including all necessary replacements) on other Owner's Lots and to the public infrastructure such as curbs, paving, etc., arising out of the activities of the Lot Owner or any member of its Owner Group in connection with the performance of the Work. Lot Owner shall repair all damage in thirty (30) days of its occurrence, and if no repairs are completed within fifteen (15) days of notice from the Association, the Association may repair and bill the Lot Owner with the bill being due in ten (10) days and if it remains unpaid, the Association shall have all remedies under 30(H).

ARTICLE 11 YARDS AND SETBACKS

A. **Minimum Yard Spaces and Setbacks.** Minimum yard spaces and set back distances shall be as follows:

Maximum Lots	18
Lot Area	20,000 square foot minimum
Lot Width	100' minimum measured at the front building setback line
Lot Depth	100' minimum
Lot Coverage (defined as the percentage of the lot area that is represented by the building area, including accessory buildings).	50% maximum
Front building setback	30' minimum, except that the Retail Lots shall have a minimum setback of 75'
Side building setback	10' minimum
Rear building setback	30' minimum
Side yard corner setback	10' minimum
Building Height	2 stories, 30' maximum

B. **Setback Areas.** Setback areas shall be landscaped in accordance with Article 14. Setback areas may contain paved walks, paved driveways and parking areas. Fences are not allowed in the front setback area.

C. **Allowances in Front Setback Areas.** The only items that are allowed in the front setback area are landscaping, monument signs, parking areas for employees and customers (no large trucks) and architectural elements that have been approved by the ACC.

D. **Exceptions.** As and to the extent required, variances, special or conditional uses or other similar exceptions to the PUD Ordinance (and any corresponding restrictions set forth in this Declaration based thereon) which are approved by the Town applicable to Lot Improvements for any permitted uses in the Development shall be deemed to amend the PUD Ordinance (and the corresponding restriction in this Declaration) accordingly with respect to the applicable Lot Improvements.

NOT AN OFFICIAL DOCUMENT

ARTICLE 12 EXTERNAL BUILDING STRUCTURES

All significantly exposed and noticeable projections outside of any building, including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, etc., including communications equipment, shall, to the extent reasonably possible, be screened from public view by appropriate and approved enclosures.

ARTICLE 13 LOADING AND UNLOADING DOCKS, AND STORAGE AREAS

No loading dock shall be constructed facing any public street unless such loading dock and every part thereof is at least seventy five feet (75') inside the right-of-way line of the street on which such loading dock fronts. Loading, unloading and storage areas shall be paved to provide dust-free, all-weather surfaces.

ARTICLE 14 LANDSCAPING - PROJECT INTERIOR

A. **Landscaping Responsibility.** Landscape installation and maintenance on each Lot in accordance with this Article 14 shall be the responsibility of the Owner.

B. **External Landscaping.** All Lot areas outside fenced areas which border public areas, including roads, shall be landscaped.

C. **Landscaping Defined.** Landscaping means decorative vegetation, including but not limited to, grass, shrubs, bushes, trees, floral, or other associated or comparable ground surface cover. Landscaping shall also mean plazas, pools, water features and walkways.

D. **Landscaping Maintenance.** Landscaped areas, including parking area landscaping, shall be consistently maintained, including but not limited to, regular watering, periodic trimming and weekly mowing, to ensure that all areas are kept safe, clean, tidy and attractive at all times.

E. **Plants.** Plant species shall be selected based on the following characteristics:

1. Ability to withstand prolonged cold winters and snow accumulation.
2. Drought tolerance;
3. Elevation, amplitude, soil, and water requirement considerations;
4. Soil stabilization characteristics;
5. Short establishment period and accelerated growth;
6. Compatibility with native vegetation; and
7. Appearance and size.

F. **Planting Beds/Pots.** Shrubs and planting beds shall be mulched with wood chips. Planting beds shall be separated from turf areas with a mowing strip/box constructed of concrete. Drought tolerant/resistant plants should be utilized to the fullest extent possible.

G. **Trees.** There shall be a minimum of 1 pine tree for every 750 square feet of landscaped area. All trees on any Lot should be evergreens or conifers. Evergreen trees shall stand a minimum of

NOT AN OFFICIAL DOCUMENT

approximately eight feet (8') high. Deciduous trees shall not be permitted unless required by the Town. Trees must be double staked the first year after planting.

H. **Streetscape and Parking Areas.** Streetscape and parking area trees shall provide shading, visual enhancement, and continuity for the streetscape. Trees shall be planted in an irregular, natural grouping. Placement shall include consideration for vehicle and pedestrian line of sight, entrance and exit curb cuts, streetlight and traffic control devices, and other site-specific conditions.

I. **Set Back Areas.** Front setback areas shall include landscaping with an effective combination of turf, trees, ground cover, planter boxes, and/or shrubbery. All unfinished areas on a Lot not utilized for parking shall be landscaped with similar methods.

J. **Snow.** Landscaping shall be designed so as to accommodate on-Lot snow removal and storage.

K. **Plans.** Landscape plans must be pre-approved by the ACC.

L. **Conservation Easement.** Each Owner of Lots 13-16, inclusive, for the southern border of the Development, will be required to preserve existing trees within ten (10) feet of the rear lot line as a buffer to adjacent land, and each Owner of Lots 8-13 for the eastern border of the Development will be required to install screening along the eastern border eight (8) feet in height with any combination of berm, privacy fence or plantings that will be opaque at maturity. The screening on the eastern border will be installed no later than the date the property abutting it is zoned residential.

ARTICLE 15 PARKING AREAS

A. **Maintenance.** Parking areas on a Lot shall be maintained by the Owner in good condition and repair, kept reasonably clear of snow and ice, unobstructed, and in a usable condition at all times. Each Lot Owner shall be responsible for maintenance of parking areas on its Lot.

B. **Off-street Parking Access and Quantity.** The Owner shall provide adequate off-street parking to accommodate all parking needs for the Lot in accordance with applicable Laws, including the PUD Ordinance. Owners shall not permit their employees or tenants to regularly park on public Streets within the Property. Vehicular access to a parking area shall be permitted only by paved access roadways on each Lot.

C. **Parking Area Construction.** All parking areas shall be covered with a hard, dust-free, paved surface, appropriately striped or otherwise marked. Parking areas shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice. Adequate control curbs shall be installed to control drainage and direct vehicle movement. Parking lot drainage shall be controlled on site and channeled to Storm Water Facilities serving the Development as approved by the Town. Access grades shall be approved by the Town Engineer.

D. **Parking Stalls.** Parking should satisfy the PUD Ordinance required for each building type.

E. **Snow.** Where parking will be affected by weather conditions and snow removal is of concern, adequate snow storage areas shall be provided adjacent to each parking area in a usable, readily accessible location.

NOT AN OFFICIAL DOCUMENT

ARTICLE 16 STORM WATER FACILITIES AND ON-SITE RETENTION

A. **On-Site Storm Water Retention**. Where required by the Town, short term storm water retention implements shall be contained within the configuration of parking areas, the configuration of landscaping, or a combination of both.

B. **Storm Water Facilities**. The Storm Water Facilities, including the Detention Area on Outlot A have been constructed by Declarant for the benefit of the Development, including all Lots and the Owners thereof. For clarity, and avoidance of doubt, (i) the Association will be responsible for maintenance of all Storm Water Facilities in, on or under the Detention Area, (ii) each Owner shall be responsible for all storm water management comprising Separate Utility Lines on its Lot, expressly excluding Town Utilities, and (iii) the Town will be responsible for all Storm Water Facilities constituting Town Utilities hereunder.

C. **Storm Water Easements**. Subject to the conditions contained herein, a perpetual, non-exclusive easement is hereby granted, created and reserved for the benefit of all of the Lots and each Lot Owner and their respective occupants, for storm water collection, transportation, drainage, retention and detention purposes over, across, under and through all Storm Water Facilities; provided, however, that all Separate Utility Lines constituting stormwater management facilities exclusively serving a Lot to be constructed as part of an Owner's Lot Improvements hereunder shall be designed, constructed and installed only in accordance with plans and specifications approved by the Town and any other governmental authority having similar jurisdiction over the stormwater management for the Development.

D. **Owner's Covenants on Stormwater**. Each Owner agrees to comply with all local, state and federal laws, codes, rules, orders, permits and regulations during all stages of the development of the Subdivision, including but not limited to performing all inspections that are required under all applicable local, state and federal laws, codes, rules, orders, permits and regulations and regularly maintaining all erosion and pollution control devices and best management practices in the Subdivision. Declarant has filed a Notice of Intent ("NOI") and prepared, implemented and complied with a Storm Water Pollution Prevention Plan ("SWPPP") that includes elements necessary for compliance with all applicable general permits for construction activities under the National Pollutant Discharge Elimination System ("NPDES"). As each Owner acquires a Lot, Owner shall be responsible for creating a SWPPP approved by all applicable governing bodies and for complying with the terms and conditions of Owner's SWPPP for the Lots it owns. Owner shall not cause any violations of Declarant's SWPPP. Owner hereby indemnifies and holds harmless Declarant from and against any liability, loss, cost, damage or expense, including, without limitation, court costs, expert witness fees and attorneys' fees, that Declarant may suffer or incur as a result of any claim, demand, action, cost or judgment made or obtained by any individual, partnership, corporation, entity, governmental agency or person which arises out of or results from Owner's failure to fully comply with the covenants set forth in this paragraph or is otherwise caused, directly or indirectly, by Owner's action or inaction under NPDES or any other similar, related or successor local, state or federal law, code, rule, order or regulation relating to stormwater.

ARTICLE 17 DRIVEWAYS AND ACCESS WAYS

Driveways and parking access shall conform to applicable Laws and be arranged so that entering and departing drivers have a clear view of approaching pedestrians, vehicles, crosswalks, and entering traffic lanes.

NOT AN OFFICIAL DOCUMENT

ARTICLE 18 TRASH REMOVAL AND RECEPTACLES

A. **Garbage and Refuse Disposal.** Each Owner shall remove, at its expense, all rubbish, trash, garbage or waste of any character which may accumulate on its Lot. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any character. Such rubbish, trash, garbage or other waste of any character shall not be kept except in enclosed sanitary receptacles, and each Owner shall arrange for pickup and removal of all rubbish, trash, garbage or other waste on a regular basis and as frequently as required to comply with this Declaration and applicable Laws. No rubbish, trash, garbage or waste of any character shall be burned on any Lot.

B. **Waste Receptacle Location and Screening.** All trash cans, storage bins or other receptacles on a Lot must be fully enclosed and screened by waste receptacle structures. Waste receptacle structures should be constructed of appropriate materials compatible with the overall architecture of the associated structure and approved by the ACC. No waste receptacle structure will be allowed in front of a building. All waste receptacle structures are to be located in a position that is the least visible from public areas, generally to the back or side of buildings. Trees and shrubs shall be provided on the street side of any architectural material or fencing forming part of the screen. Trees and shrubs shall cover a minimum of fifty percent (50%) of the fence or architectural material in order to soften the screen.

C. **Waste Area Maintenance.** It is the Owners responsibility to keep waste areas clean and all trash inside bins or other receptacles at all times. All equipment for the storage or disposal of trash, garbage, rubbish or waste of character shall be kept in a clean and sanitary condition.

ARTICLE 19 OUTSIDE MATERIAL STORAGE

Outside storage of material may be permitted only where such storage or materials, as the case may be (i) is appropriately screened from all approaches, (ii) kept and maintained to prevent windblown dust or debris from such materials being transported to other Lots, the Roadway Improvements or the Storm Water Facilities, (iii) stored in a safe manner in compliance with all applicable Laws, and (iv) does not present a hazard or interfere in any manner with business operations or construction activities on other Lots, or the regular operation of the Development, including normal, unobstructed traffic flow over all Streets. Outside material storage facilities are subject to approval by the ACC.

ARTICLE 20 FLEET STORAGE

Vehicles and equipment must be stored/parked in a designated area and within the fenced area designed specifically for this use and kept free of debris. Vehicles or equipment in the process of repair and/or maintenance cannot be stored in the parking area but must be removed to a proper repair/maintenance facility. Vehicle maintenance is not allowed in the parking areas.

ARTICLE 21 MAINTENANCE REQUIREMENT

A. **Maintenance.** Each Lot Owner is responsible for and shall at all times keep all Lot Improvements located on its Lot in a good, clean, safe and first-class order, condition and repair and otherwise in compliance with the terms of this Declaration and all applicable Laws.

NOT AN OFFICIAL DOCUMENT

B. **Exteriors.** Exterior walls and facings which have been painted or otherwise chemically treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated.

C. **Fencing and Screens.** Fencing and other architectural screens shall be kept in good repair and maintained in a clean and attractive manner at all times in accordance with the terms of Section 21(A) above.

D. **Removal and Replacement.** Should any improvement or landscaping be razed, removed, damaged, or destroyed, within a reasonable amount of time thereafter, the Owner of the Lot on which such improvement or landscaping is or was located either shall cause such improvement to be restored pursuant to the applicable requirements of this Declaration or shall cause all debris to be removed and the site of such improvement or landscaping to be left in a level, clean and attractive condition pending the prompt construction or installation of replacement landscaping or improvements.

E. **Enforcement.** In the event an Owner fails to comply with any or all of the maintenance obligations or requirements of this Declaration after notice and the expiration of applicable cure period, the Association or any other Owner shall have the right to enforce the terms of this Declaration against the defaulting Owner in accordance with and subject to the terms of Section 32 hereof.

ARTICLE 22 SIGNAGE

A. **Design and Purpose.** No sign shall be erected or maintained on the Property except in conformity with the provisions of Town Ordinances. Signage/graphics systems, both temporary and permanent are to be compatible with the desired character and quality of the Property as a whole. Signs are to be of simple, clean design and constructed of durable materials, which are consistent and compatible with the project architecture, subject to Section 7(C)(1) above. The emphasis will be qualitative as well as quantitative and adherence to the minimum standards herein will not necessarily assure approval. Proposed plans for signage, temporary and permanent, including details of design, materials, lettering, location, mounting, size, color and lighting are to be submitted to the ACC for approval.

B. **Approved Signs.** A monument sign primarily for the Lots other than the Retail Lots will be located on Lot 16 at the approximate location shown on the Site Plan and substantially in accordance with the drawing attached hereto on **Exhibit D** (the "**Development Sign**"). The Retail Lots shall each be allowed to have and install monument signs for such Lot Owners or their tenants or occupants at the approximate location shown on the Site Plan and substantially in accordance with the drawing attached hereto on **Exhibit E**, or as the Town may otherwise approve. Building Sign shall be allowed in the Developer substantially in accordance with the drawing attached hereto on **Exhibit F**, subject to any variances or other approvals granted by the Town with respect to the building signs with respect to the development of any specific Lot.

C. **Sign Lighting.** Any lighting of signs will conform with standards in the Town of Cedar Lake Ordinance No. 496, Title XXII, as amended or replaced from time to time.

D. **Other Signs.** All other signs will conform with standards in Town Ordinance No. 496, Title XXI, as amended or replaced from time to time.

E. **Sign Easement.** Declarant hereby grants, creates and reserves to and for the benefit of the Association, a non-exclusive easement under, through and across the area on Lot 16 identified on the Site Plan for the installation, operation, maintenance, repair and replacement of the Development Sign and

NOT AN OFFICIAL DOCUMENT

sign panels thereon and any Utility Lines appurtenant thereto. The Development Sign will not be relocated, expanded, enlarged or its height increased without the prior written consent of the Owner(s) of the Retail Lots. Signs on the Development may only be used to identify a business operating in the Development for a permitted use and in no event shall any sign (i) utilize flashing, moving or audible lights or appurtenances or a reader board of any kind, (ii) display any obnoxious, immoral or other sign of any kind, including signs related to illegal activities or any pornographic content, references or images, or (iii) identify the identification sign of any business that is a competitor of the business operated by any Owner or occupant of any of the Retail Lots without the prior written consent of the Owner of the affected Retail Lot. The Association and each Owner or member of an Owner Group authorized by the Association to use any sign panel on the Development Sign, shall indemnify, defend and hold the Owner of Lot 16 harmless from and against any and all claims, demands, actions, liabilities, damages, losses, liens, costs and expenses including, without limitation, reasonable attorneys' fees and litigation costs paid, suffered or incurred by the Owner of Lot 16 as a result of the Association's or any Owner or member of an Owner Group's exercise of the easement rights set forth in this Section 22(E). Anything to the contrary in this Section 22(E) notwithstanding, in no event shall the Owners of any of the Retail Lots be assessed or charged any amounts, costs or expenses of any kind or nature whatsoever related to the Development Sign.

F. **Maintenance.** Declarant shall build the Development Sign as part of the Subdivision Work at its sole cost and expense. The Association shall be responsible for maintaining, repairing, replacing, lighting and insuring the Development Sign (excluding Owner or occupant sign panels which shall be the responsibility of the applicable Owner or occupant) and shall have the right to assess the Owners of Lots that have sign panels thereon (but no other Owners) for their share of the costs and expenses paid or incurred by the Association in connection therewith.

ARTICLE 23 LIGHTING

A. **Design and Purpose.** To create an attractive and uniform look throughout the Development, Lot and parking lot lighting have been established and all Owners shall comply with the standards set forth in Section 23(B) below.

B. **Required Lighting.** In order to minimize light pollution, any outdoor lights associated with the Lot and Lot Improvements shall be:

1. Fully shielded;
2. Directed downwards (mounted horizontally to the ground and not tilted upwards); and
3. Warm white, low-energy lamps (preferably LED's) and not orange or pink sodium sources.

ARTICLE 24 EASEMENTS

A. **Designation.** All necessary public utility and drainage easements have been established on the Plat for all Public Utilities and Common Utility Lines serving the Development (the "Public Utility Easements"). The Public Utility Easement areas established thereon (the "PUE Areas") may not be amended, modified, expanded or terminated without the approval of the Town and any affected Owners. Each Owner shall have the easement and right to make connections for all Separate Utility Lines serving its Lot Improvements to all Public Utilities and Common Utility Lines located within the PUE Areas or within the right-of-way of any Street in the Development.

NOT AN OFFICIAL DOCUMENT

B. **Easement Rights.** In the event an Owner desires to exercise the easement rights provided for in this Declaration, such Owner shall take all action reasonably necessary or required to (i) prevent damage to Public Utilities and Common Utility Lines to which such Owner may be connecting its Separate Utility Lines, and (ii) minimize interference with any Public Utilities and Common Utility Lines serving other portions of the Development and other Lot Owners or their occupants.

C. **Costs.** Each Owner shall pay the entire costs involved in the exercise of its easement rights under this Declaration, including all costs to fully restore or cause to be fully restored to substantially their previous condition any improvements damaged or affected as a result of such exercise.

D. **Right of Entry for Association.** In the event an emergency condition is created (where there is an imminent threat of personal injury, death or material property damage, including flooding of any of the Lots), the Association reserves the right to enter upon any Lot for the sole purpose of performing any of the Town's obligations related to Public Utilities located within any PUE Areas if the Town fails to perform such obligations. This right may be exercised upon such notice to the Owner as may be reasonably practicable under the circumstances and in connection with the exercise of such emergency right of entry by the Association, the Association will be subject to the following additional requirements: (i) any work shall not unreasonably interfere with or diminish or impair utility service to the Lots, including the usefulness, capacity or function of any Utility Line, (ii) the Association shall clean, repair or restore all areas on a Lot affected by such exercise to substantially the condition that existing prior thereto, and (iii) any such work shall not materially interfere with the use or operation of the affected Lot by the Owner or any member of its Owner Group, including any business operated thereon. The foregoing right shall in no event include entry to any building on a Lot.

E. To the greatest extent permitted by Law, with respect to the exercise of any Public Utility Easement by the Town or any applicable utility provider (each, a "Grantee") on or adjacent to any portion of a Lot, the applicable Grantee agrees to the following terms and conditions:

(i) Grantee shall provide hereby agrees to provide the Owner of an affected Lot with reasonable prior notice prior to entering onto such Lot (at least 2 business days prior written notice, except in the event of emergency where no such notice shall be required).

(ii) All Work performed by or on behalf of the Grantee (collectively, the "**Easement Work**") shall be completed at the sole cost and expense of the Grantee (without reimbursement by any Lot Owner) (a) in a good and workmanlike manner; (b) so as to keep all of the Owner's Lot free of all lien claims that are solely and directly related to Easement Work; and (c) in accordance with all applicable Permits (as hereinafter defined) and Laws, and the requirements of any recorded documents affecting such Lot to which Grantee's Easement is subject and subordinate.

(iii) Grantee or its contractor shall, at its sole cost and expense, obtain all licenses, permits and approvals deemed necessary by the applicable governmental authorities to complete the Work (collectively, the "**Permits**").

(iv) Grantee shall, at its sole cost and expense, procure and maintain, and/or cause its contractors to procure and maintain, customary liability, casualty and other applicable insurance covering the risks involved and in such limits as are typically maintained for similar construction projects in the Cedar Lake, Indiana area (collectively, the "**Insurance**").

NOT AN OFFICIAL DOCUMENT

(v) During the course of the performance of any Easement Work, the Grantee and all its contractors shall, at their sole cost and expense (without reimbursement from Grantor), take such action as may be necessary to minimize interference with the use and operation of the applicable Lot(s), and any other parcels adjacent thereto (collectively, the "Affected Property"), including, without limitation, the operation of any business conducted thereon, by any Owner or member of its Owner Group. Without limiting the foregoing, the Grantee and the contractors shall (a) take no action to remove, damage or otherwise endanger any improvements upon any Lot outside of the PUE Area or any other utilities or facilities of any Owner within the PUE Area that serve the Affected Property, (b) keep the Affected Properties reasonably clear of dust, dirt and wind-blown debris (c) take all necessary action to reasonably protect and preserve safe access to and within the Affected Properties, and (d) no portion of the Affected Property outside of the unimproved portions of the PUE Area shall be used for staging, storage, construction vehicles, or parking. At no time shall any Easement Work completely close off or prohibit direct vehicular access between any Lot and the adjacent Streets.

(vi) Upon completion of any Easement Work, the Grantee shall (i) remove all of Grantee's materials, supplies, vehicles, pipes from the Affected Property, and (ii) clean, repair, replace and restore, as the case requires, the Affected Property and any adjacent areas damaged or affected by such Easement Work (including, without limitation, any affected surface or sub-surface improvements thereon or therein) to a condition similar to that which existed prior to the commencement of Grantee's Easement Work.

(vii) The Grantee hereby agrees to indemnify, defend and hold the Owners of any Affected Property harmless from and against any and all claims, demands, actions, damages, liabilities, losses, penalties, fines, liens, costs and expenses (including, without limitation reasonable attorneys' fees) that any Owner of an Affected Property may suffer or incur, whether for injury to, or death of, any persons or damage to, or destruction of, any Lot Improvements on any Affected Property or otherwise, in connection with or arising out of the exercise by the Grantee of any rights granted under the Public Utility Easements, except and to the extent the same is caused by the negligence, gross negligence or willful misconduct of an Owner (or any member of its Owner Group).

(viii) Each Owner retains all rights to use the PUE Areas, subject to the Public Utility Easements, provided such use does not materially interfere with Public Utility Easement or any Easement Work related thereto.

ARTICLE 25 DEDICATION OF PUBLIC IMPROVEMENTS

In accordance with the Development Requirements and as otherwise described in this Declaration, Declarant has dedicated all of the Public Improvements in the Development, and no further dedications are contemplated, required or permitted by Declarant.

ARTICLE 26 TIME LIMITATION ON CONSTRUCTION

Each Owner shall be required to obtain a building permit and begin construction of Lot Improvements within two (2) years from the date of purchase of a Lot. The Board shall have the right to extend this two-year period. If an Owner does not commence construction of Lot Improvements within said 2-year period or any extension thereof, the Board shall have the right to (i) subject such Owner to a fee that shall be paid to the Association equal to \$500.00 per month until substantial construction of Lot

NOT AN OFFICIAL DOCUMENT

Improvements is commenced, or (ii) at any time prior to the formation of the Association, the Declarant can elect, by giving notice thereof within thirty (30) days following the expiration of the 2-year period (or any extension thereof), time being of the essence, to repurchase the Lot sold to such Owner at the original purchase price less any unpaid taxes.

ARTICLE 27 CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Development is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

ARTICLE 28 ADDITIONAL PROPERTY

No additional property may be added to the Development.

ARTICLE 29 CARE AND MAINTENANCE OF COMMON PROPERTY

A. **Association Responsibility.** The Association shall be responsible for care and maintenance of any common property and improvements thereon and all other rights and responsibilities hereunder. Each Owner will be assessed a monthly fee proportionate to the amount of land owned/leased to cover common expenses such as, but not limited to, landscaping maintenance, utility charges, repair and maintenance of all common areas, roadways and utilities, property tax and insurance, for which the Association is responsible.

B. **Damage to and Repair of Common Property.** Any damage to the Detention Area, the Development Sign or any Public Improvements caused by any Owner and any member of their Owner Group must be repaired by the responsible Owner as soon as possible after such damage is discovered, unless in the case of any Public Improvements, such repairs are performed by the Town or applicable utility provider. If the responsible Owner fails to make such repairs after at least fifteen (15) days written notice from the Association, and the repair relates to the Detention Area or the Development Sign, the Association may make such repairs and the expense of such repair, together with an administrative fee of fifteen percent (15%) shall be borne by the responsible Owner; provided, however, if any such repair will take longer than 15-days to complete, then as long as such responsible Owner commences such repair within said 15-day period and thereafter diligently prosecutes such repairs to completion, then the Association will not have the foregoing self-help right hereunder.

C. **Liability Insurance.** The Association shall at all times maintain or cause to be maintained continuously in force commercial general liability insurance providing public liability and property damage insurance coverage against personal injury, death, and property damage occurring on or about, or by reason of activities within, the portion of the Development owned by the Association or with respect to the Association's obligations hereunder. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of \$5,000,000 for bodily injury, death and property damage. Such policy shall contain contractual liability insurance covering the indemnification obligations hereunder. The Association shall also have such liability policy endorsed or obtain a separate policy to cover errors and omissions by Association officers and the Board as required herein.

NOT AN OFFICIAL DOCUMENT

D. **Casualty Insurance.** The Association shall at all times maintain or cause to be maintained continuously in force casualty insurance with respect to all improvements owned or maintained by the Association, including the Detention Area and Development Sign to provide for insurance against the perils of fire, lightning, windstorm, hail, explosion, riot, damage from aircraft or vehicles, smoke damage, water damage, theft, vandalism, malicious mischief, and any other perils typically included within "extended coverage." Such insurance shall be carried with a responsible company or companies, and all proceeds from any such policy shall be used solely for the restoration of the applicable damaged improvement.

E. **Taxes.** Each Owner shall be obligated to pay, before delinquency, all real estate taxes imposed or assessed on its Lot.

ARTICLE 30 ASSESSMENTS

A. **Creation of Lien and Personal Obligation.** Each Owner, by acceptance of deed or other conveyance, whether expressed or not, covenants and agrees to pay to the Association, assessments for Operating Expenses, including charges and interest, costs of collection (including reasonable attorneys' fees) as hereinafter provided. All such amounts shall be a charge on the land comprising each Owner's Lot and shall be a continuing lien upon the Lot, subject to Section 30(H) below, against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the assessment fell due, and (b) successors-in-title who took title when assessments were delinquent. The Declarant shall not be subject to assessments of the lien for assessments.

B. **Purpose.** The assessments levied by the Association shall be used by the Association only for Operating Expenses (as hereinafter defined). As used herein, the term "Operating Expenses" shall collectively mean and include reasonable costs and expenses paid or incurred by the Association in connection with the performance of the Association's rights, obligations and responsibilities under this Declaration, including the following (i) the payment of applicable governmental fees, if any, related to areas or improvements that are the Association's responsibility hereunder; (ii) costs of accounting with respect to Operating Expenses hereunder, including sending bills to Owners; (iii) insurance premiums incurred in connection with the Association's obligations under Article 29 hereof, including reasonable deductibles not to exceed Fifteen Thousand Dollars (\$15,000.00); (iv) the Common Expenses with respect to the Detention Area and Development Sign as provided herein; (v) the payment of real estate taxes on Outlot A, and (vi) the establishment of a reasonable reserve account for capital repairs or replacements of any Storm Water Facilities located in the Detention Area, subject to Section 30(J) below; provided, however, (A) Operating Expense will not include professional fees paid or incurred by the ACC or Association in connection with (1) the review of any plans for Lot Improvements or any inspections related to the construction of any Lot Improvements, or (2) any dispute with any Owner or member of its Owner Group, which fees shall be the sole responsibility of the applicable Owner, (B) capital repairs, expenditures or improvements the cost of which exceeds Fifteen Thousand Dollars (\$15,000.00) in the aggregate shall in no event be made without the approval of a majority of Lot Owners, and (C) replacement costs with respect to the Development Sign shall be borne solely by the Owners that have the right to have sign panels thereon in proportion to the size of their sign panel in related to all sign panel areas thereon.

C. **Rate.** Assessments shall be fixed on an equal basis for all Lots based on the number of Lots owned by an Owner and the total number of Lots in the Development.

NOT AN OFFICIAL DOCUMENT

D. **Date of Commencement.** The assessments shall be billed and paid on an annual basis within thirty (30) days after each Owner is billed therefor, which bill shall be accompanied by reasonable supporting information.

E. **Roster.** The Association shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Association, which shall record payments of assessments and shall allow inspection of the roster by any Owner or member at reasonable times. Subject to Section 30(B) above, the Association shall prepare an annual budget for presentation to Owners, and the annual Assessments will be based upon permissible Assessments hereunder which are approved by at least a majority of all Owners in attendance or voting in absentia or by proxy at the annual meeting of the Association.

F. **Certificate of Paid Assessment.** The Association shall, upon request, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

G. **Non-Payment.** Assessments shall be payable within thirty (30) days after an Owner's receipt of an annual invoice therefor. Any assessment or installment thereof not paid when due, and not paid within ten (10) days following a second written notice from the Association, shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Association shall set) until paid.

H. **Collection.** The Association may either (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may file a lien against the Owner's Lot in accordance with the laws of the State of Indiana which, subject to Section 30(I) below, may be foreclosed in accordance with the exercise of powers of sale in deeds of trust or the foreclosure of mortgages, or in any other manner permitted by law. There shall be added to the amount of any delinquent assessment the costs and expenses of any enforcement action, sale or foreclosure, and a reasonable attorneys' fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Detention Area or by abandonment of its Lot.

I. **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by a commercial bank or institutional lender now or hereafter existing on any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after the Owner takes title or from the lien of such later assessments.

J. **Special Assessments for Capital Improvements and Unusual Expenses.** In addition to the annual Assessment, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any capital expenditures required with respect to the Detention Area or for unusual, unforeseen expenses that are the responsibility of the Association hereunder; provided, however, that, except for Special Assessments which shall not exceed in any one (1) year the sum of Five Hundred Dollars (\$500.00) per Lot, any such Special Assessment shall first be approved at a meeting by the affirmative votes of at least sixty-seven percent (67%) of all Owners. The Board shall segregate and maintain a special reserve account to be used solely to make capital expenditures required in connection with the Association's responsibilities hereunder with respect to the Detention Area.

NOT AN OFFICIAL DOCUMENT

J. **Specific Assessments.** Any Operating Expenses (other than those related to the Detention Area) benefiting or affecting less than all of the Lots shall be equitably assessed among all of the Lots so benefited or affected. Any other unusual or extraordinary Operating Expenses occasioned by the conduct of less than all of the Owners or members of the Owner Group shall be specifically assessed against the applicable Owners and Lots which occasioned any such Operating Expenses. For example, and not by way of limitation, if the Association incurs expenses relating to the violation of this Declaration or the Bylaws, occasioned by the Owner or a member of its Owner Group, the expenses so incurred by the Association shall be Specific Assessments against such Owner.

ARTICLE 31 DURATION OF RESTRICTIONS

This Declaration shall run with and bind the land in the Development for a period of twenty (20) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years each, subject to amendment or termination as herein set forth; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination, and, provided further, that the easements in Section 16(C) and the rights and duties related thereto shall continue in effect in perpetuity until such time as such storm water easements and Storm Water Facilities are abandoned or ceased to be used to serve any Lot or Lot Improvements in the Development.

ARTICLE 32 ENFORCEMENT

A. **Rules and Regulations.** Subject to the provisions of this Declaration, including Section 3(G), the Board may establish reasonable rules and regulations to facilitate the administration of this Declaration. In particular, without limitation, but subject to Section 3(G), the Board may promulgate from time-to-time rules and regulations which shall govern activities which may, in the judgment of the Board, be ultra-hazardous, or environmentally hazardous to any designated wetland or other protected areas. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto subject to Section 3(G). Subject to and without limiting the terms of Section 3(G), such rules and regulations shall be binding upon each Owner and members of its Owner Group until and unless any such rule or regulation is specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association.

B. **Authority and Enforcement by Board.** Upon a violation of this Declaration by any Owner (or member of its Owner Group), including the failure to timely pay any Assessments, then subject to Section 32(C) below, the Board shall have all rights and remedies available at law or in equity, including the right to pursue a claim for monetary amounts due or monetary damages (excluding speculative, punitive or consequential damages), or any equitable remedies, including injunctive relief, declaratory judgment or the right to compel specific performance of an Owner's obligations hereunder. For clarity, a violation of this Declaration by any member of its Owner Group shall be deemed a violation of this Declaration by the applicable Owner.

C. **Procedure.** The Board shall not proceed to exercise any right or remedy available to it hereunder resulting from a default by any Owner (or member of its Owner Group) unless and until a written default notice is delivered to the defaulting Owner setting forth in reasonable detail the alleged violation and action required to cure such alleged violation, and such violation is not cured within ten (10) days

NOT AN OFFICIAL DOCUMENT

(with respect to the payment of any monetary obligation) or thirty (30) days (with respect to the performance or compliance with any non-monetary obligation), provided that, in the case of a non-monetary default, (A) if such default has created an emergency condition where there is a condition that threatens imminent personal injury, death or material property damage, then such cure shall be required as soon as reasonably practicable under the circumstances, and (B) if such default is not capable of cure within said 30-day period, then provided the defaulting Owner commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion, then such default will not be actionable by the Board. Notwithstanding the foregoing, if the same violation of this Declaration occurs by an Owner (or any member of its Owner Group) more than two (2) times in any twelve (12) month period, regardless of whether cured, then any future violation of such provision of this Declaration in said 12-month period will be an immediate default hereunder without notice or cure period required.

D. Enforcement by Owners.

1. In the event any Owner (or member of its Owner Group) (the "**Defaulting Owner**") or the Declarant, the Board or the Association (collectively, the "**Defaulting Declaration Party**") which, together with a Defaulting Owner is sometimes collectively a "**Defaulting Party**") fails to pay, perform, comply with or satisfy any of the terms, provisions or conditions of this Declaration, which failure continues for a period of ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of any non-monetary defaults) after receipt of written notice from any other affected and non-defaulting Owner (each, and "**Affected Owner**"), which default notice shall set forth in reasonable detail the nature and extent of the alleged default, such failure shall constitute a default under this Declaration by the Defaulting Party and any Affected Owner(s) shall thereafter have the right to exercise and pursue any or all rights or remedies under this Declaration, at law or in equity, including filing any legal action against the Defaulting Party for specific performance, declaratory or injunctive relief, monetary damages (excluding speculative, punitive or consequential damages) or any other remedy provided by law on in equity; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot reasonably be cured within said 30-day period provided that the Defaulting Party commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, if any default or breach of the terms of this Declaration by the Defaulting Party has the effect of creating (i) an adverse condition on an Affected Owner's Lot, or (ii) an emergency condition that threatens imminent danger of material personal injury, death or material property damage, then the Defaulting Party shall promptly commence the cure of such condition following such notice as is reasonably practicable under the circumstances. The foregoing shall be in addition to any other remedies expressly provided for in this Declaration. Each Defaulting Party acknowledges and agrees that the violation of any of the covenants, conditions or restrictions in this Declaration may result in damages which are difficult or impossible to determine in amount, and therefore equitable remedies to join the violation hereof may be appropriate. Therefore, in addition to any other remedies set forth herein, an Affected Owner shall be entitled to seek temporary and permanent injunctions against the breach of any of the provisions hereof. It is expressly agreed that no breach or default under this Declaration shall entitle any party to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder, at law or in equity, by reason of any breach of or default under this Declaration or at law or in equity.

2. If a Defaulting Party fails to timely cure any default within the time periods set forth in Section 32(D)(1) above, and such default has the effect of creating (i) an adverse condition on an Affected Owner's Lot, or (ii) an emergency condition that threatens imminent danger of material personal injury, death or material property damage, then the applicable Affected Owner shall have the right, but not the obligation, to enter upon the Lot of a Defaulting Party or any portions of the Development that are the responsibility of the Association (if the Association is the Defaulting Party), to cure such default for the account of and at the expense of the Defaulting Party. If an Affected Owner exercises its self-help right

NOT AN OFFICIAL DOCUMENT

hereunder, then within ten (10) days after receipt of an invoice from the Affected Owner, the Defaulting Party shall reimburse the Affected Owner for all costs reasonably incurred by the Affected Owner in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs.

ARTICLE 33 CONSTRUCTION

The provisions of this Declaration shall be liberally construed to effect all of their intended purposes. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Declaration.

ARTICLE 34 MISCELLANEOUS

A. **Removal of Property.** Declarant may remove any of the Lots or a portion of them from the Declaration by an instrument to that effect, recorded in the Lake County Recorder's Office, provided that the holders of all liens upon any of the Lots affected consent to such removal by instruments duly recorded. The removal shall become effective when such agreement has been recorded in Lake County Recorder's Office.

B. **Attorneys' Fees.** In the event of any enforcement or legal action or other adverse proceeding between an Owner and other Owners (or members of its Owner Group), the Association or the Board, (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses. The term "prevailing party" as used herein includes, without limitation, a party: (i) who agrees to dismiss an Action based on another party's performance or cure of the covenants allegedly breached, (ii) who obtains substantially the relief it has sought; or (iii) against whom an Action is dismissed (with or without prejudice). In addition, the prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under this Section 34(A), to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with: (y) any appellate review of the judgment rendered in such Action or of any other ruling in such Action; and (z) any proceeding to enforce a judgment in such Action. It is the intent of the parties that the provisions of this Section be distinct and severable from the other rights of the parties under this Declaration, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

C. **Amendment.** The provisions of this Declaration may not be modified or amended, in whole or in part, or terminated, except upon the written consent of a majority of record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Indiana. The foregoing notwithstanding, no amendment of this Declaration which will affect any rights of the Town granted hereunder, shall be effective without the express written consent of the Town to such amendment, provided however, that so long as Declarant owns a Lot, no such amendment or modification shall be effective without Declarant's written consent.

NOT AN OFFICIAL DOCUMENT

D. **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

E. **No Agency.** Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

F. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

G. **Grantee's Acceptance.** The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

H. **Separability.** Each provision of this Declaration and the application thereof to the Lots are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

I. **Time of Essence.** Time is of the essence of this Declaration.

J. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, by overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery.

If to Declarant:

CLBD South LLC
13729 Wicker Avenue
Cedar Lake, IN 46303
Attention: Peter Bultema, Manager

with a copy to:

Koransky, Bouwer & Poracky, P.C.
425 Joliet Street, Suite 425
Dyer, IN 46311
Attention: Greg A. Bouwer, Esq.

K. **Governing Law.** The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Declaration.

NOT AN OFFICIAL DOCUMENT

E3:

E3, LLC,
an Indiana limited liability company

By: [Signature]
Print: Peter Bultema
Title: Manager

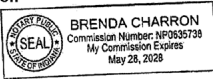
STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, Brenda Charron, a Notary Public in and for said County in the State aforesaid, do hereby certify that Peter Bultema, the Manager of E3, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein.

Given under my hand and notarial seal this 18th day of July, 2023.

Brenda Charron
Notary Public
Brenda Charron *Resident of Porter Co*

My Commission Expires: 05-28-2028



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

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Greg A. Bouwer, Esq. (#16368-53)
Koransky, Bouwer & Poracky, PC
425 Joliet Street, Suite 425
Dyer, IN 46311

NOT AN OFFICIAL DOCUMENT

LOT 10 OWNER JOINDER AND CONSENT

THIS LOT 10 OWNER JOINDER AND CONSENT (this "**Joinder**") is made by **NICOLAS MICHAEL MANAGERS, LLC**, an Indiana limited liability company ("**Lot 10 Owner**") hereby joins in and consents to the execution and recording of the Declaration to which this Joinder is attached to and for the benefit of Declarant and all other Lot Owners. Capitalized terms used herein that are defined in the Declaration shall have the same meanings herein as are ascribed to such terms in the Declaration unless otherwise defined herein or the context dictates otherwise.

Lot 10 Owner hereby certifies, represents, warrants, covenants, acknowledges and agrees as follows:

1. As of the Execution Date of this Lot 10 Owner owns fee simple title to Lot 10 in the Subdivision.
2. Lot 10 Owner has received and reviewed the Declaration and hereby (i) consents to and approves the Declaration, and (ii) represents and warrants that Lot 10 Owner has taken all requisite actions to authorize the execution, delivery and performance of this Joinder to be attached to the Declaration and that the undersigned individual(s) executing this Joinder on behalf of Lot 10 Owner have all requisite authority to sign this Joinder on behalf of and so as to create a legal, valid and binding obligation of Lot 10 Owner enforceable against Lot 10 Owner and each member of the Lot 10 Owner's Group in accordance with its terms.
3. This Joinder and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with and governed by the Laws of the State of Indiana.
5. This Joinder shall bind Lot 10, the Lot 10 Owner and each member of its Owner's Group and inure to the benefit of Declarant and each Lot Owner and their respective grantees, affiliates, successors and assigns.

[remainder of page left intentionally blank; signature page to follow]

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, Lot 10 Owner has executed and deliver this Joinder to and for the benefit of Declaration and all other Lot Owners.

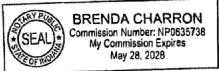
Lot 10 Owner: **NICOLAS MICHAEL MANAGERS, LLC.**
an Indiana limited liability company

By: Wfsm
Print Name: Cassandra Frissione
Title: Owner

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, Brenda Charron a Notary Public in and for said County in the State aforesaid, do hereby certify that Cassandra Frissione, President of Nicolas Michael Managers, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein.

Given under my hand and notarial seal this 19th day of July, 2023.



Brenda Charron
Notary Public
Brenda Charron Resident of Porter Co.

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal Description of the Property

THE FOLLOWING DESCRIBED PROPERTY PRIOR TO THE EFFECTIVE DATE:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., LAKE COUNTY, INDIANA, EXCEPTING THE NORTHWEST CORNER, SAID EXCEPTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 883.17 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST; THENCE EAST 939.18 FEET; THENCE NORTH 444 FEET; THENCE WEST 939.18 FEET; THENCE SOUTH 444 FEET TO THE POINT OF BEGINNING.

AND

LOT 1 IN BEAR'S DEN ADDITION TO LAKE COUNTY INDIANA, AS RECORDED IN PLAT BOOK 103 PAGE 68 AS DOCUMENT NUMBER 2009 024557 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

AFTER THE RECORDING OF THE PLAT, THE PROPERTY IS NOW DESCRIBED AS FOLLOWS:

ALL OF THE LAND CONSOLIDATED AND SUBDIVIDED PURSUANT TO THAT CERTAIN PLAT OF SUBDIVISION FOR LAKEVIEW BUSINESS PARK, AN ADDITION TO CEDAR LAKE, LAKE COUNTY, INDIANA DATED JULY 6, 2022 AND RECORDED ON JULY 7, 2022 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AS DOCUMENT NO. 2022-021371 IN BOOK 116, PAGE 01, INCLUDING LOTS 1 THROUGH 18, BOTH INCLUSIVE, OUTLOT A AND ALL LANDS DEDICATED TO THE TOWN FOR ROADWAY OR PUBLIC UTILITY EASEMENT PURPOSES, IN EACH CASE AS SHOWN ON THE PLAT.

NOT AN OFFICIAL DOCUMENT

EXHIBIT B

Plat

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

PARCEL DESCRIPTION:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., LAKE COUNTY, INDIANA, EXCEPTING THE NORTHWEST CORNER, SAID EXCEPTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 883.17 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST; THENCE EAST 939.18 FEET; THENCE NORTH 444 FEET; THENCE WEST 939.18 FEET; THENCE SOUTH 444 FEET TO THE POINT OF BEGINNING.

ALSO

LOT 1 IN BEAR'S DEN ADDITION TO LAKE COUNTY INDIANA, AS RECORDED IN PLAT BOOK 103 PAGE 68 AS DOCUMENT NUMBER 2009 024557 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

DEED OF DEDICATION:

WE, THE UNDERSIGNED, CLDB SOUTH LLC AND E3 LLC, DO HEREBY CERTIFY THAT IT HAS LAID OFF, PLATTED AND SUBDIVIDED, AND DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE PLAT HEREIN. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LAKEVIEW BUSINESS PARK, AN ADDITION TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA. ALL STREETS, ALLEYS AND EASEMENTS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED, TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

DRAINAGE EASEMENT: AN EASEMENT IS HEREBY GRANTED TO THE TOWN OF CEDAR LAKE FOR THE INSTALLATION AND MAINTENANCE OF A DRAINAGE SWALE, DITCH, UNDERGROUND STORM WATER PIPE, DRAINAGE STRUCTURES OR WATERWAY UPON, UNDER, AND ALONG THE STRIP OR STRIPS OF LAND DESIGNATED HEREON AND MARKED "DRAINAGE EASEMENT" FOR THE PURPOSES OF HANDLING STORM WATER RUNOFF.

OUTLOT A, AS SHOWN ON THE PLAT (IS) HEREBY GRANTED TO THE TOWN OF CEDAR LAKE AND HOMEOWNER'S ASSOCIATION (HOA) AS A PUBLIC DRAINAGE AND UTILITY EASEMENT AS SHOWN HEREON. OWNERSHIP OF THE OUTLOT IS HEREBY GRANTED TO THE HOA AND THE OUTLOT SHALL BE MAINTAINED BY THE HOA IN ACCORDANCE WITH ALL TOWN OF CEDAR LAKE ORDINANCES AND THE OPERATIONS AND MAINTENANCE MANUAL FOR THE SUBDIVISION. IN THE EVENT THE HOA BECOMES DEFUNCT, NON-OPERATIONAL, INSOLVENT, OR SIMILARLY SITUATED, THE RESPONSIBILITY FOR THE OWNERSHIP, MAINTENANCE AND PAYMENT OF ANY REAL ESTATE TAXES AND ASSESSMENTS LEVIED UPON OR RELATED TO THE OUTLOT A SHALL BE THE EQUAL RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER WITHIN THE SUBDIVISION, JOINTLY AND SEVERALLY.

UTILITY EASEMENT: AN EASEMENT IS HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER MAINS, POLES, DUCTS, LINES, AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES, UPON, UNDER, AND ALONG THE STRIP OR STRIPS OF LAND DESIGNATED HEREON AND MARKED "UTILITY EASEMENT" AND "APPURTENANT UTILITY EASEMENT".

CONSERVATION EASEMENT:

THERE ARE STRIPS OR PARCELS OF REAL ESTATE SHOWN ON THE PLAT AND DESIGNATED AS A "CONSERVATION EASEMENT" FOR THE EXPRESS PURPOSE OF PROTECTING THE EXISTING VEGETATION AND/OR WETLAND AREA THEREIN. NO FILLING, GRADING OR RE-GRADING WORK OR MECHANIZED LAND CLEARING OR TREE REMOVAL MAY BE CONDUCTED AND NO BUILDINGS OR STRUCTURES MAY BE ERRECTED WITHIN SAID EASEMENTS.

CLDB SOUTH LLC

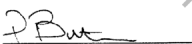


(SIGNATURE)

Andrew Bultema
(PRINTED NAME)

ITS: Partner

E3 LLC



(SIGNATURE)

Peter Bultema
(PRINTED NAME)

ITS: MANAGER

POINT OF BEGINNING OF EXCEPTION

N 00'11.11" E 444.08' (444' DEED)

DEED 17.07

ACKNOWLEDGMENT

COUNTY OF Lake
STATE OF IN] SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NAME FOR CLDB SOUTH LLC, AND DOES ACKNOWLEDGE THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES HEREIN EXPRESSED. WITNESS MY HAND AND NOTARIAL SEAL THIS 6th DAY OF July, 2022.

NOT AN OFFICIAL DOCUMENT

EXHIBIT C

Depiction of Detention Area

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

DETENTION VOLUME

CLIENT: CLBD
 PROJECT: Lakeview Business Park
 DESCRIPTION: Proposed

RETENTION ITEM: Pond - As-built

BOTTOM OF STR.: 725.00

*Pond elevation areas derived from CAD drawing area measurement

ELEVATION (ft)	AREA				AVERAGE AREA (ac)	Δ ELEVATION (ft)	INCREMENT STORAGE (ac-ft)
	Main (sq. ft.)	North (sq. ft.)	Mid (sq. ft.)	(ac)			
BOTTOM 725.00	80379	0	0	1.845			
725.50					2.377	6.00	14.260
HWL 731.00	126679	0	0	2.908			
731.50					2.991	1.00	2.991
TB 732.00	133925	0	0	3.074			

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT D

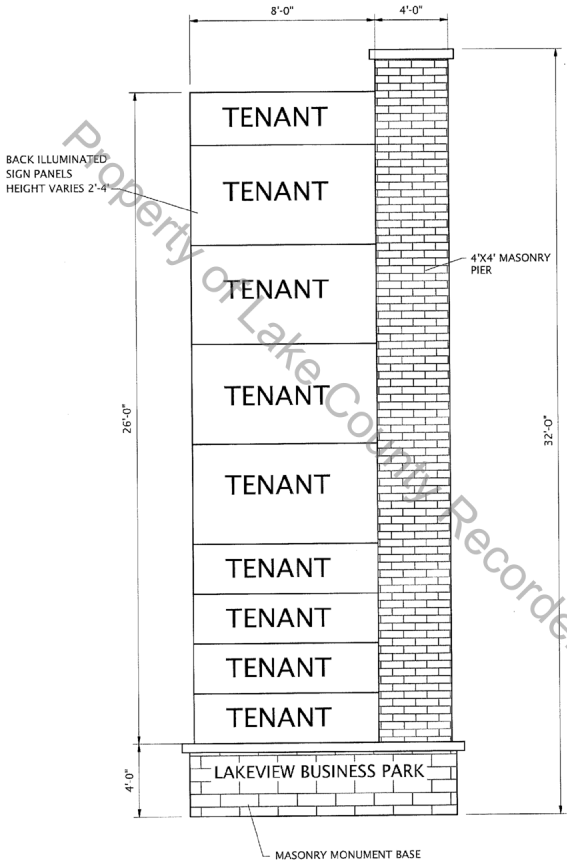
Depiction of Development Monument Sign on Lot 16

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

LAKEVIEW BUSINESS PARK

US 41 - SUBDIVISION MONUMENT SIGN



NOT AN OFFICIAL DOCUMENT

EXHIBIT E

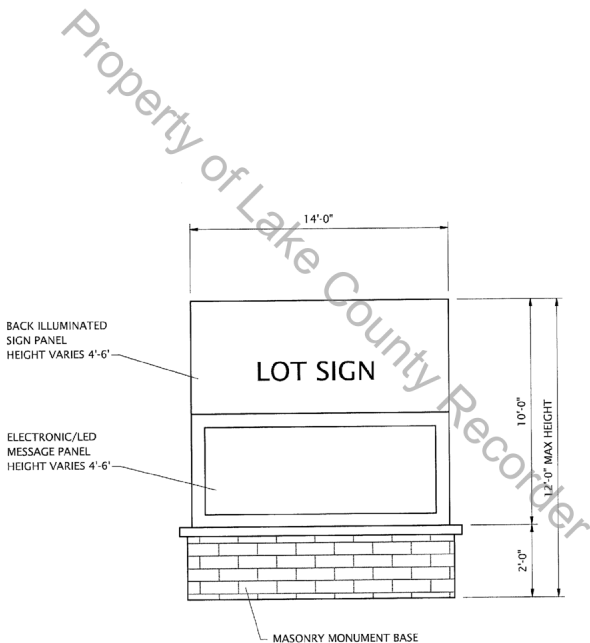
Depiction of Lot Monument Sign for Lots 1, 2, 3 and 16

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

LAKEVIEW BUSINESS PARK

LOT 1, 2, 3 & 16 MONUMENT SIGN



ONE MONUMENT SIGN ALLOWED ON EACH LOT

NOT AN OFFICIAL DOCUMENT

EXHIBIT F

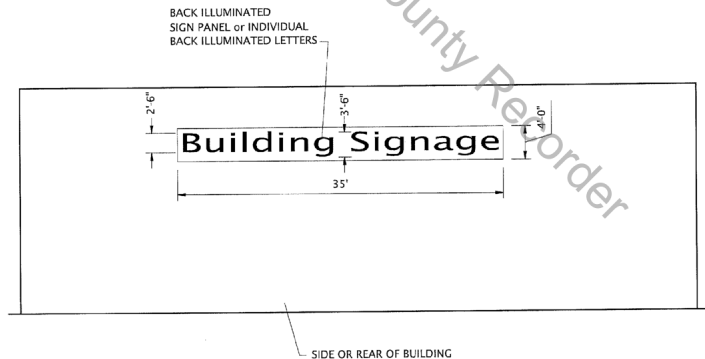
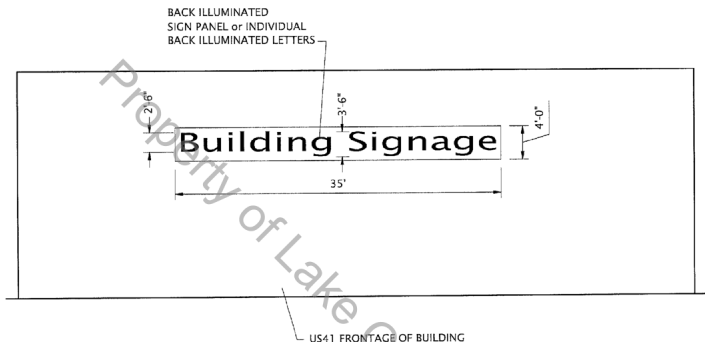
Building Signage

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

LAKEVIEW BUSINESS PARK

LOT 1, 2, 3 & 16 BUILDING SIGNAGE



US 41 FRONTAGE AND SIDE OR REAR BUILDING SIGN ALLOWED ON EACH LOT

NOT AN OFFICIAL DOCUMENT

EXHIBIT G

Permitted Uses

All uses allowed in Zoning District Classifications B-1, B-2 and B-3 in the Town Ordinances including but not limited to the following:

- 1) Adhesives
- 2) Apparel
- 3) Appliance and household service and repair shop
- 4) Automotive repair shop
- 5) Beverages, distribution and production
- 6) Boats and recreational vehicles
- 7) Bottling works
- 8) Brushes and brooms
- 9) Business machines, production, manufacturing and distribution
- 10) Canvas or like products
- 11) Ceramic products, porcelain, tile, glass and similar products, distribution and storage
- 12) Chemicals, compounding or packaging
- 13) Commercial and industrial equipment sales, including service, repair or reconditioning
- 14) Computer and electronics manufacturing
- 15) Construction Company
- 16) Concrete products
- 17) Cosmetics
- 18) Data processing and storage centers
- 19) Dental offices
- 20) Electrical appliances, excluding machinery
- 21) Food products, packaging, processing and distribution
- 22) High technology-based manufacturing
- 23) Laboratories, industrial
- 24) Leather products and luggage
- 25) Medical offices
- 26) Metal finishing, stamping and processing
- 27) Musical instruments
- 28) Optical equipment, clocks, instruments
- 29) Orthopedic and medical appliances
- 30) Paper products
- 31) Pharmaceutical products
- 32) Plastic and rubber (natural or synthetic) products
- 33) Printing, press and shop
- 34) Public utility and public service uses, including electric substations

NOT AN OFFICIAL DOCUMENT

- 35) Radio and television service and repair shops
- 36) Research and development businesses
- 37) Restaurant, with drive through
- 38) Retail Store, with drive through
- 39) Robotics and precision tools
- 40) Satellite dishes
- 41) Self-storage facility
- 42) Sporting and athletic equipment
- 43) Telecommunications facilities
- 44) Telephone exchanges and telephone transmission equipment buildings
- 45) Textiles
- 46) Tools and hardware products and distribution
- 47) Toys and novelty products
- 48) Upholstering
- 49) Warehousing, distribution and logistics
- 50) Wood and wood laminate finished products
- 51) Signs
- 52) Contractors' storage yard
- 53) Brick, tile, glass, clay or similar building products
- 54) Contractor's storage yard
- 55) Film, photographic
- 56) Household products, such as furniture and furnishings, carpets, fixtures and similar products
- 57) Manufacturing Ice
- 58) Meat, poultry, or fish products, processing and packaging
- 59) Metal casting or foundry products
- 60) Monument works
- 61) Open Storage, provided that required fencing and screening is included
- 62) Plastic, raw and laminate products
- 63) Steel fabrication
- 64) Steel, structural products
- 65) Stone processing or stone products
- 66) Manufacturing uses consistent with the foregoing

NOT AN OFFICIAL DOCUMENT

RETENTION VOLUME

BY: JCH
 DATE: 6/9/2022
 CHECKED:
 DATE:

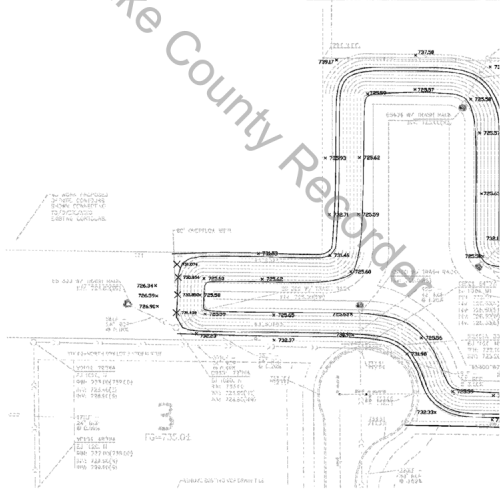
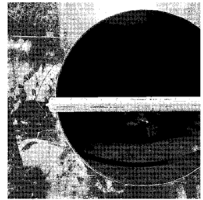
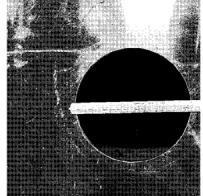
CLIENT: CUSD
 PROJECT: Lakeside Business Park
 DESCRIPTION: Proposed

RETENTION ITEM: Pond - As bu'd

BOTTOM OF STR: 721.00

*Pond elevation areas derived from CAD drawing area measurement

ELEVATION IPS	AREA			AVERAGE AREA (sq ft)	Δ ELEVATION (ft)	INCREMENTAL STORAGE (ac-ft)	CUMULATIVE STORAGE (ac-ft)
	Main	Spill	Mid				
BOTTOM	725.00	80370	0	0	1.815		0.000
	725.50				2.377	6.00	14.260
MW	731.00	126673	0	0	2.908		14.260
	733.50				2.993	1.00	7.893
TB	732.00	133925	0	0	3.074		17.352



Property of Lake County Recorder