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MORRIS W. CARTER  
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DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE  
TO LOTS IN WHITE HAWK COUNTRY CLUB, PHASE 4, BLOCK 1,  
AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA

**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

This Declaration made this [redacted], by Hawk Development Corp., an Indiana corporation, by its President and Secretary, hereinafter referred to as "Owner" or "Developer".

**RECITALS, INTENT AND PURPOSES**

WHEREAS, the Owner holds title to certain real estate in the City of Crown Point, Lake County, Indiana, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Owner as Developer has caused a plat of subdivision to be approved by the City of Crown Point and the same has been recorded in the Office of the Recorder on the 25 day of MAY, 2000 as Document No. 2000-036839.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the property described on Exhibit "A", except Outlots A, B & C shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, restrictions, covenants and conditions shall run with the real estate described in Exhibit "A" as part of a general plan of development and shall be binding on all parties having or acquired any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**ARCHITECTURAL CONTROL**

No building, improvement, or other structure shall be commenced, erected or maintained on the property and no exterior addition, change or alteration shall be made until the plans, specifications, plot plan showing grading and drainage, and exterior elevations have been submitted to and approved in writing by the developer (Hawk Development Corp.), or its duly authorized agents or assigns as to quality of structure and materials, and harmony of external design with existing structures. The submission so made shall also include the square footage of the proposed improvement.

The Owner and Developer, his employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner or contractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and; (e) the development of any property within White Hawk Country Club Additions to the City of Crown Point, Lake County, Indiana. Any person submitting plans to the Owner and Developer shall hold the Owner and Developer harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

## ARTICLE II

### USE RESTRICTIONS

- A. CONVEYANCE. Each lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.
- B. USE. All lots in this addition shall be used for one family residential purposes only.
- C. MINIMUM FLOOR AREA. The computation of square footage shall exclude porches, breezeways, garages and basements. All garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars. All construction shall be in accordance with R-1 zoning requirements effective in the City of Crown Point.

#### THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS

██████████ INCLUSIVE ██████████

- 165 176  
1.) All one story residential structures shall have a minimum total usable floor area of 2,000 square feet.
- 2.) All two story residential structures shall have a minimum total usable floor area of 2,500 square feet.
- 3.) The following types of structures will not be permitted: Bi-Levels, Tri-Levels, any type of home constructed on a slab or crawlspace.



THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS  
[REDACTED] INCLUSIVE [REDACTED]

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1.) All one story residential structures shall have a minimum total usable floor area of 2,700 square feet.

2.) All two story residential structures shall have a minimum total usable floor area of 3,500 square feet.

3.) The following types of structures will not be permitted: Bi-Levels, Tri-Levels, any type of home constructed on a slab or crawlspace.

D. TYPE OF CONSTRUCTION. No building previously constructed elsewhere shall be moved upon any lot within this subdivision.

E. APPEARANCE.

1.) All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

2.) Roof pitches are to be a minimum of 8/12 pitch.

3.) At least 30% of the exterior of the house shall be masonry brick or stone, and the remainder of the exterior shall be cedar, redwood, Dryvit, or a similar natural material.

4.) Exterior chimneys must be masonry, or have a masonry exterior, unless otherwise approved in writing by the committee.

G. GRADING & EXCESS MATERIAL.

1.) Grading of lots shall be in compliance with the City of Crown Point requirements and the master grading plan prepared for this development plus grading shall be performed so as not to damage the adjacent lots, Greenbelt or Golf Course.

2.) All excess material that is to be removed from any lot by reason of construction purposes shall not be removed from this subdivision. All such materials shall be used for fill purposes on any lot or lots within White Hawk whose existing grades are lower than the adjacent top of street curb as determined by declarant. At the prior written direction of the architectural review committee, said surplus material shall be removed and so deposited at the expense of the party charged with removing said material. Lot owners who are depositing excess material are responsible to level out material.

3.) No building debris or concrete (including wash outs) is to be placed on any lot other than the lot they are working on at present time. Owners, whether legal or reserve, are to maintain their lot(s) from debris, mowing and erosion.

H. LANDSCAPING REQUIREMENTS. Each front yard and side yard up to the rear of the residential unit and perpendicular thereto shall be sodded. Rear yards may be seeded.

1.) All Lots:

a.) Eight (8) trees with a minimum diameter of 2 1/2" and a minimum height of 8' 0" (A minimum of two trees must be placed in the parkway in accordance with City Regulations).

b.) Twenty-Eight (28) Shrubs.

c.) Underground sprinkler system to service the entire lot.

I. COACHLIGHTS & MAILBOXES.

1.) A standard coachlight shall be provided by the Developer and installed by each lot owner at the lot owners expense in an area of the front yard designated by the developer.

2.) A standard mailbox shall be provided by the developer and installed by each lot owner at the lot owner's expense in an area designated by the developer.

J. POOLS & SATELLITE DISHES

1.) No above ground pools are permitted.

2.) No exterior antenna or satellite dish over 2 feet in diameter is allowed.

H. STORAGE.

1.) No recreational vehicle (motor home, trailer, boat, camper, etc.) shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage.

2.) No exterior storage shed, lean-to or enclosure is allowed. Exterior dog runs or animal enclosures are strictly prohibited.

- I. FENCES. No fences will be allowed anywhere in the subdivision unless required by City ordinance due to a swimming pool, in which case only the pool and its adjacent patio area may be fenced and only after the pool is constructed.
- J. SIDEWALKS. Any residence or dwelling house erected on any lot shall provide a five (5') foot public sidewalk of poured concrete along all street frontage and within the public right-of-way.
- K. COMPLIANCE WITH EROSION CONTROL.
- 1.) The front, side and rear yards of each lot shall be seeded or sodded in grass within nine (9) months after the Certificate of Occupancy is issued, furthermore all owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract sale.
  - 2.) The developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Runoff Associated with Construction Activity. Builder agrees to comply with the terms of the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.
  - 3.) The Builder shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the developer.

### ARTICLE III

#### PROPERTY OWNERS ASSOCIATION

- A. **NOT-FOR-PROFIT CORPORATION.** A Not-for-Profit Corporation shall be created and incorporated for the express purpose of ownership and maintenance of the entrance features, landscaping and decorative street lights, and to ensure the high standards of maintenance and operation of the property in the Subdivision. Every record owner of a fee simple interest in the lots in the Subdivision shall become and be a member of the Not-for-Profit Corporation, and each such member shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of members, provided, that where title to a lot is in more than one (1) name, such co-owners acting jointly shall be entitled to but one (1) vote. Each lot on the Plat of the Subdivision shall be deemed to be a separate lot entitling the Owner thereof to one (1) vote for each lot owned.
- B. **FEES.** A yearly fee in the amount of \$120.00 shall be assessed to each lot beginning January 1, 1999. The annual fee for subsequent years shall be determined by the homeowners association. In any and all cases the fee cannot increase by more than 10% in any single year. Fees shall be used for the purposes set forth above. Fees shall be paid yearly and are due on Jan. 1 of each year.

### ARTICLE IV

#### AMENDMENTS OR CHANGES

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows:

- A. **NOTICE.** Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of a meeting to be held and shall be given to all owners of lots or half-lots within the subdivision.
- B. **RESOLUTION.** A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.

- C. **RECORDING.** Owners may execute a power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorneys-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Lake County, Indiana.

## ARTICLE V

### EXISTENCE AND TERMINATION

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of the lot owners and their respective mortgages, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Lake County, Indiana.

## ARTICLE VI

### GENERAL PROVISIONS

A. **SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgement or Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. **ENFORCEMENT.** The Developer, his heirs, successors and assigns, or any owner of a lot or any mortgagee of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorney fees incurred in prosecuting such action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The Developer has no personal liability, obligation or responsibility to enforce the Declaration of Restrictive Covenants, or any part thereof, detailed herein.



**DESCRIPTION:** Part of the South Half of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 31; thence North 90° 00' 00" West, along the South line of said Section 31, a distance of 423.11 feet; thence North 10° 53' 41" East, a distance of 745.12 feet; thence North 08° 20' 44" East, a distance of 191.04 feet; thence North 03° 14' 50" East, a distance of 191.04 feet; thence South 89° 18' 07" East, a distance of 200.00 feet, to a point lying on a curve; thence Northerly along said curve which is concave to the West, having a radius of 2347.65 feet (the chord of which bears North 00° 20' 57" East, a chord distance of 28.60 feet), an arc distance of 28.60 feet; thence North 00° 00' 00" East, a distance of 128.57 feet; thence North 90° 00' 00" West, a distance of 201.80 feet; thence North 06° 44' 39" East, a distance of 246.88 feet; thence North 18° 34' 21" East, a distance of 230.56 feet; thence North 34° 52' 42" East, a distance of 525.62 feet to the Southerly right of way line of the Old Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company (100 feet wide); thence South 44° 43' 47" East, a distance of 952.01 feet to the Northwesterly right of way line of White Hawk Drive (60 feet wide) as shown in White Hawk Country Club Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, Lake County, Indiana, as recorded in Plat Book 84, page 100 in the Office of the Recorder of Lake County, Indiana; thence South 45° 16' 13" West, along the aforementioned Northwesterly right of way line of White Hawk Drive, a distance of 120.00 feet to a point of curvature in said right of way line; thence Southwesterly along said curve, concave to the Northwest and having a radius of 630.93 feet (the chord of which bears South 62° 58' 34" West, a chord distance of 383.77 feet) an arc distance of 389.95 feet; thence South 09° 19' 05" East, along the Westerly line extended North of Outlot "D", as shown in said plat of White Hawk Country Club, Phase 3, Blocks 1 and 2, a distance of 184.23 feet to a point of deflection in the Westerly line of said Outlot "D"; thence South 18° 58' 43" West, along said Westerly line, a distance of 489.89 feet to the Southwest corner of said Outlot "D"; thence South 44° 43' 47" East, along the Southerly line of said Outlot "D", a distance of 80.30 feet, to a point of deflection in said Southerly line; thence South 71° 01' 17" East, along said Southerly line, a distance of 158.01 feet; thence South 45° 16' 13" West, a distance of 671.32 feet, to the point of beginning, containing 31.007 acres, more or less, all in the City of Crown Point, Lake County, Indiana.