

Shelton

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DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN PRAIRIE VIEW, UNIT 1, AN
ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA

This Declaration made this 16th day of January, 1997, 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 19TH day of February, 1997 as Document No. 97010280.

NOW, THEREFORE, the Owner and Developer hereby declare that all of the property described on Exhibit "A", except Lot A and "Park" 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, and exterior elevations have been submitted to and approved in writing by the developer (Hawk Development Corp.), or its duly authorized agents or assigns. The submission so made shall also include the square footage of the proposed improvement.

FILED

FEB 19 1997
KEYS 9-506-1 to 65
SAM ORLICH
AUDITOR LAKE COUNTY

20700-97-37
TICOR TITLE INSURANCE
Crown Point, Indiana

20/2/97

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 Prairie View 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.

NOT OFFICIAL!

ARTICLE II

**This Document is the property of
USE RESTRICTIONS
the Lake County Recorder!**

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. Lots in this subdivision numbered 1 through 59 shall be used for two family residential purposes only. Use of lots B, C, D, and E shall conform to R-3 zoning restrictions for the city of Crown Point.

C. MINIMUM FLOOR AREA. The computation of square footage shall exclude porches, breezeways, garages and basements. All construction shall be in accordance with R-2 and R-3 zoning requirements effective in the City of Crown Point.

1.) All two family residential structures built on lots 1 through 59, shall have a minimum total useable floor area of 1,200 square feet per side. All garages shall be attached to the principal residential structure and shall be sized for a minimum of two cars.

2.) All multi-family residential structures built on lots B, C, D, and E, shall have a minimum total useable floor area of 1,000 square feet per unit and shall be no more than two stories.

D. **TEMPORARY STRUCTURES.** No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn, or other building shall be used on the property at any time as a residence, either temporarily or permanently.

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

F. **APPEARANCE.** All plumbing stacks and roof vents or ventilators shall be located in the rear of the house roof.

G. **FUEL TANKS.** Exterior fuel tanks shall be buried in conformity with applicable ordinances or statutes or fuel tanks may be placed in the basement of the residential structure.

H. **STORAGE.** 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.

I. **FENCES.** Fences no greater than four feet (4') in height may be constructed around the side and rear yards of any lot in the subdivision. A greater height may be allowed if the same is required by ordinance or statutes around a swimming pool. Any fence constructed along the rear lot line of lots 42 thru 59, inclusive, may be six feet (6') in height. In any and all events, chain link fences are prohibited from use anywhere in the subdivision.

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. **EROSION CONTROL.** 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.

ARTICLE III

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 IV

EXISTANCE 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 V

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 Owner or Developer, his heirs, successors and assigns, or any owner of a lot or half-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.

Restrictions do not provide for forfeiture or reversion thereof.

IN WITNESS WHEREOF, HAWK DEVELOPMENT CORP., an Indiana Corporation, by its President and Secretary, has caused this instrument to be signed on this 13th day of FEB, 1997.

HAWK DEVELOPMENT CORP.
an Indiana corporation

By: [Signature]
J. W. HAWK, President

ATTEST: [Signature]
J. W. Hawk, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared the within named J. W. HAWK, the president and secretary of HAWK DEVELOPMENT CORP., an Indiana Corporation, who acknowledged execution of the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 13th day of FEB, 1997

My Commission Expires: 4-3-98
County of Residence: LAKE

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY: J. W. HAWK

EXHIBIT "A"

PRAIRIE VIEW

~ UNIT 1 ~

ADDITION TO THE CITY OF CROWN POINT, LAKE COU

DESCRIPTION: Part of the Northeast Quarter of Section 9, Township 34 North, Range 8 West of the Second Principal Meridian in the City of Crown Point, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of said Section 9, thence North $89^{\circ} 34' 13''$ West, along the North line of said Section 9, a distance of 1000.00 feet; thence South $00^{\circ} 00' 00''$ East, 1000.00 feet West of and parallel to the East line of said Section 9, a distance of 40.00 feet, to the point of beginning, said point also being on the South Right-of-Way line of 109th Avenue (North Street); thence continuing South $00^{\circ} 00' 00''$ East, along previously described line, a distance of 787.58 feet; thence North $90^{\circ} 00' 00''$ West, a distance of 413.17 feet; thence North $26^{\circ} 49' 50''$ West, a distance of 100.86 feet; thence North $90^{\circ} 00' 00''$ West, a distance of 993.16 feet; thence North $00^{\circ} 00' 00''$ West, a distance of 95.00 feet; thence North $90^{\circ} 00' 00''$ West, a distance 191.86 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North $00^{\circ} 00' 02''$ East, along said West line a distance of 614.91 feet, to a point on said South Right-of-Way line; thence South $89^{\circ} 34' 13''$ East, along said South Right-of-Way line, a distance of 1643.75 feet, to the point of beginning, containing 27.038 acres, more or less, all in the City of Crown Point, Lake County, Indiana.

