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**DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN FOREST VIEW FARMS, PHASES 1 THROUGH 3,
INCLUSIVE, AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY,
INDIANA.**

This Declaration made this 10th day of December, 2001, by Hawk Development Corp., an Indiana corporation, by its President and Secretary, hereinafter referred to as "Owner" or "Developer".

RECITALS, INTENT AND PURPOSE

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 _____ as Document No. _____

Now, therefore, the Owner and Developer hereby declare that all the property described on Exhibit "A", except for outlot A, 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 the general plan of development and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
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 hereinafter set forth.
- 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 construction shall be in accordance with zoning requirements effective in the City of Crown Point.

THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 1 - 92 inclusive:

- 1. All residential structures shall meet the minimum required square footage as required by the Zoning Ordinance of City of Crown Point.
- D. TYPE OF CONSTRUCTION. No building previously constructed elsewhere shall be moved upon any lot within the subdivision.
- E. GRADING & EXCESS MATERIAL.

FILED

MAY 24 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

2002 MAY 24 11:23

2002 MAY 24 11:23

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER

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M.V.
cash
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performed so as not to damage the adjacent lots, greenbelt, streets, curbs, and golf course.

2. All excess material that is to be removed from any lot by reason of construction purpose shall not be removed from this subdivision. All such materials shall be used for fill purposes on any lot or lots within Forest View Farms whose existing grades are lower than the adjacent top of street curb as determined by declarant. At the prior written direction of the developer, 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 washouts, 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.

F. LANDSCAPING REQUIREMENTS.

1. Trees: Two trees shall be planted by the lot owner in the area between the sidewalk and street as required by the City of Crown Point. Newly planted trees must have at least one and one-half inch caliper, measured one foot from the ground.

G. COMPLIANCE WITH EROSION CONTROL.

1. All owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract signing.
2. The developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 or 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 II
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 within the subdivision.
- B. RESOLUTION. A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five (75) percent 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 attorney-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder, Lake County, Indiana.

ARTICLE III

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, Lake County, Indiana.

ARTICLE IV
GENERAL PROVISIONS

- A. SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment 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 or 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.

IN WITNESS WHEREOF, Hawk Development Corp., an Indiana corporation, by its President and Secretary, has caused this instrument to be signed on this _____ day of _____, 2002.

HAWK DEVELOPMENT CORP.
 An Indiana corporation:

By: JW Hawk
J. W. Hawk, President

Attest: JW Hawk
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 10th day of December, 2001.

My commission Expires: 3/5/2009
County of Residence: LAKE

Terry J. Pingel
Terry J. Pingel /Notary Public

THIS INSTRUMENT PREPARED BY: J. W. Hawk

