

**RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
OF WHITE HAWK COUNTRY CLUB**

This Restated Declaration of Covenants and Restrictions of White Hawk Country Club (this “**Declaration**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among the Lot Owners, as hereinafter defined, and in accordance with those certain Prior Declarations, as hereinafter defined.

**RECITALS, INTENT, AND PURPOSES**

WHEREAS, Hawk Development Corp., an Indiana corporation (the “**Developer**”), made that certain Declaration of Covenants and Restrictions Applicable to Lots in White Hawk Country Club, Unit 1, an Addition to the City of Crown Point, Lake County, Indiana, dated September 19, 1997 and recorded in the Office of the Recorder of Lake County, Indiana on October 23, 1997 as Document No. 97072092 (the “**Unit 1 Declaration**”); and

WHEREAS, Developer made that certain Declaration of Covenants and Restrictions Applicable to Lots in White Hawk Country Club, Phase 3, Blocks 1 & 2, an Addition to the City of Crown Point, Lake County, Indiana, dated July 24, 1998 and recorded in the Office of the Recorder of Lake County, Indiana on July 28, 1998 as Document No. 98057832 (the “**Unit 3 Declaration**”); and

WHEREAS, Developer made that certain 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, dated May 22, 2000 and recorded in the Office of the Recorder of Lake County, Indiana on May 25, 2000 as Document No. 2000-036840 (the “**Unit 4-1 Declaration**”); and

WHEREAS, Developer made that certain Declaration of Covenants and Restrictions Applicable to Lots in White Hawk Country Club, Phase 4, Block 2, an Addition to the City of Crown Point, Lake County, Indiana, dated December 29, 2000 and recorded in the Office of the Recorder of Lake County, Indiana on January 10, 2001 as Document No. 2001-002298 (the “**Unit 4-2 Declaration**”); and

WHEREAS, Developer made that certain Declaration of Covenants and Restrictions Applicable to Lots in White Hawk Country Club – Crown Point, Phase 4, Block 3, an Addition to the City of Crown Point, Lake County, Indiana, dated December 1, 2001 and recorded in the Office of the Recorder of Lake County, Indiana on August 12, 2003 as Document No. 2003-084187 (the “**Unit 4-3 Declaration**”) (the Unit 1 Declaration, Unit 3 Declaration, Unit 4-1 Declaration, Unit 4-2 Declaration, and Unit 4-3 Declaration are each referred to as a “**Prior Declaration**” and, collectively, the “**Prior Declarations**”); and

WHEREAS, the Prior Declarations, by their respective terms, may be amended or changed following the adoption of a resolution by not less than seventy-five percent (75%) of the total number of lot owners (each a “**Lot Owner**”) within all subdivisions affected by each such Prior Declaration; and

WHEREAS, at least seventy-five percent (75%) of the Lot Owners of each subdivision or plat of subdivision referenced in each of the Prior Declarations has voted in favor, in person or by proxy, to the amendment and restatement of each respective Prior Declaration (the “**Approval**”); and

WHEREAS, the Board of Directors of White Hawk Country Club Home Owners Association, Inc., which is the not-for-profit corporation described in ArticleARTICLE 3 hereof (the “**Association**”), has approved and adopted a resolution to accept this Declaration; and

WHEREAS, all of the Developer’s rights, title, and interests in and to all Common Areas within the Subdivision, and with respect to the administration of matters pertaining to the Subdivision pursuant to the Prior Declarations, have been transferred to the Association; and

WHEREAS, by way of this Declaration, each of the Prior Declarations, respectively, has been restated, amended, and consolidated as set forth herein and, upon execution, delivery, and recordation of this Declaration, all Prior Declarations are hereby superseded by, and replaced with, this Declaration.

NOW, THEREFORE, the Lot Owners and the Association hereby declare that all of the property described on Exhibit “A”, except Outlots A, C, D, & E (collectively, the “**Subdivision**”, and any part of which may be referred to as “**Property**”) 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 Subdivision. These easements, restrictions, covenants and conditions shall run with the Property and each of the lots shown on the various plats of subdivision recorded in connection therewith (each a “**Lot**”) 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 1 ARCHITECTURAL CONTROL**

**1.1.** 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 by the **Board of Directors of the Association or its designee (which, for purposes of such reviews and approvals prescribed under this Declaration, is hereinafter referred to as the “Board”)** 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.

**1.2.** **The Association** 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. Any person submitting plans to the Association shall hold the Association harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys’ fees incurred.

**ARTICLE 2  
USE RESTRICTIONS**

**2.1. CONVEYANCE.** Each Lot shall be conveyed as a separately designated and legally described freehold interest subject to the terms, conditions and provisions hereof.

**2.2. USE.** All Lots in this addition shall be used for one family residential purposes only.

**2.3. COMPUTATION OF MINIMUM FLOOR AREA; ZONING COMPLIANCE.** 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.

**2.4. BUILDING STANDARDS, LOTS 1 THROUGH 33 AND LOTS 68 THROUGH 104. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 1 THROUGH 33, and 68 THROUGH 104, INCLUSIVE (EXECUTIVE LOTS):**

**2.4.1.** All one story residential structures shall have a minimum total useable floor area of 2,000 square feet.

**2.4.2.** All two story residential structures shall have a minimum total useable floor area of 2,500 square feet.

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

**2.5. BUILDING STANDARDS, LOTS 34 THROUGH 67. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 34 THROUGH 67, INCLUSIVE (STANDARD LOTS):**

**2.5.1.** All one story residential structures shall have a minimum total main floor area of 1,800 square feet.

**2.5.2.** All two story residential structures shall have a minimum total useable floor area of 2,200 square feet.

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

**2.5.4.** Landscaping requirements shall be as follows:

**2.5.4.1.** Six (6) trees with a minimum diameter of 2 1/2" and a minimum height of 8' 0".

**2.5.4.2.** Twenty (20) Shrubs.

**2.5.4.3.** Underground sprinkler system to service the sodded areas.

**2.6. BUILDING STANDARDS, LOTS 105 THROUGH 131 AND LOTS 148 THROUGH 164. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 105-131 AND 148-164 INCLUSIVE (EXECUTIVE LOTS):**

**2.6.1.** All one story residential structures shall have a minimum total usable floor area of 2,000 square feet.

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

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

**2.6.4.** Landscaping requirements for all Lots shall be as follows:

**2.6.4.1.** 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).

**2.6.4.2.** Twenty-Eight (28) Shrubs.

**2.6.4.3.** Underground sprinkler system to service the entire Lot.

**2.7. BUILDING STANDARDS, LOTS 165 THROUGH 176. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 165-176 INCLUSIVE:**

**2.7.1.** All one story residential structures shall have a minimum total usable floor area of 2,000 square feet.

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

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

**2.7.4.** Landscaping requirements for all Lots shall be as follows:

**2.7.4.1.** 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).

**2.7.4.2.** Twenty-Eight (28) Shrubs.

**2.7.4.3.** Underground sprinkler system to service the entire Lot.

**2.8. BUILDING STANDARDS, LOTS 177 THROUGH 204. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 177 THROUGH 204, INCLUSIVE:**

**2.8.1.** All one-story residential structures shall have a minimum total usable floor area of 2000 square ft.

**2.8.2.** All 1 1/2 story residential structures shall have a minimum total usable floor area of 2250 square ft.

**2.8.3.** All two-story residential structures shall have a minimum total usable floor area of 2500 square ft.

**2.8.4.** The following types of structures will not be permitted: Bi-Level, Tri-Level, Quad-Level, or any type of home constructed on a slab or crawlspace.

**2.8.5.** Landscaping requirements for all Lots shall be as follows:

**2.8.5.1.** 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).

**2.8.5.2.** Twenty-Eight (28) Shrubs.

**2.8.5.3.** Underground sprinkler system to service the entire Lot.

**2.9. BUILDINGS STANDARDS, LOTS 205 THROUGH 233. THE FOLLOWING MINIMUM REQUIREMENTS APPLY TO LOTS 205 THROUGH 233, INCLUSIVE (EXECUTIVE LOTS):**

**2.9.1.** All one story residential structures shall have a minimum total useable floor area of 2,000 square feet.

**2.9.2.** All two story residential structures shall have a minimum total useable floor area of 2,500 square feet.

**2.9.3.** All one and one-half story residential structures shall have a total useable floor area of 2,250 square feet.

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

**2.9.5.** Landscaping requirements for each Lot are as follows:

**2.9.5.1.** 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).

**2.9.5.2.** Twenty-Eight (28) Shrubs.

**2.9.5.3.** Underground sprinkler system to service the entire Lot.

**2.10. TYPE OF CONSTRUCTION.** No building previously constructed elsewhere shall be moved upon any Lot.

**2.11. APPEARANCE.**

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

**2.11.2.** Roof pitches are to be a minimum of 8/12 pitch.

**2.11.3.** 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<sup>®</sup>, or a similar natural or natural-appearing material acceptable to the Board.

**2.11.4.** Exterior chimneys must be masonry, or have a masonry exterior, unless otherwise approved in writing by the Board.

**2.12. GRADING & EXCESS MATERIAL; LANDSCAPING MAINTENANCE.**

**2.12.1.** Grading of Lots shall comply 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.

**2.12.2.** All excess material that is to be removed from any Lot by reason of construction purposes shall not be removed from the Subdivision. All such materials shall be used for fill purposes on any Lot or Lots within the Subdivision whose existing grades



are lower than the adjacent top of street curb as determined by the Association. At the prior written direction of the Board, 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.

**2.12.3.** 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. Lot Owners, whether legal or reserve, are to maintain their Lot(s) from debris, mowing and erosion.

**2.12.4.** Within all landscaped areas, materials are to be located and maintained at the Lot Owner's expense so as to present a healthy, neat, and orderly appearance, free from refuse and debris. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of the Lot unless approved by the Board. All such landscaping shall be completed no later than six (6) months from the issuance of any occupancy permit by the City of Crown Point. All such landscaping shall be maintained and replaced when necessary as to continuously comply with such requirements to avoid the Lot becoming unsightly.

## **2.13. POOLS & SATELLITE DISHES.**

**2.13.1.** No above ground pools are permitted.

**2.13.2.** Except as may be otherwise permitted by law, no exposed radio or television antennae or solar panels shall be allowed on any structure or on any Lot which are visible from the front of such structure or Lot. Satellite dish antennae, the dish for which does not exceed twenty (20) inches in diameter, shall be permitted.

## **2.14. STORAGE.**

**2.14.1.** 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.

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

**2.15. FENCES.** No fences will be allowed anywhere in the Subdivision unless required by law or for the sole purpose of providing a swimming pool safety enclosure. In the case of a swimming pool safety enclosure, (i) only the pool and its adjacent patio area (if any) may be fenced, and only after the pool is constructed; and (ii) such fence shall be constructed of high quality material using steel, iron, or aluminum, and shall have the appearance of wrought iron, regardless of the material used and (iii) shall have opacity of 80% or greater, being constructed with vertical slats on at least four inch (4") centers between columns. .

**2.16. SIDEWALKS AND DRIVEWAYS.** Any residence or dwelling house erected on any Lot shall provide a five foot (5') public sidewalk of poured concrete along all street frontage and within the public right-of-way. If, on any Lot, no residential structure has been constructed for a period exceeding twelve (12) months, such Lot Owner must construct a sidewalk in accordance with this section. All sidewalks and driveways serving residential structures must be paved, but may not be paved using blacktop or asphalt.

**2.17. COMPLIANCE WITH EROSION CONTROL.**

**2.17.1.** 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.

**2.17.2.** Each Lot Owner shall comply, to the fullest extent required by law, with an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 – Storm Water Runoff Associated with Construction Activity. 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.

**2.17.3.** Each Lot Owner shall indemnify and hold the Association 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 any contractor, builder, architect, or other agent on behalf of any Lot Owner (each a “**Builder**”), Builder’s employees, agents, or subcontractors which is not in compliance with an applicable erosion control plan.

**2.18. MAINTENANCE, GENERALLY.** Each Lot Owner shall at all times maintain the Lot and its improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Lot Owner shall: (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds six (6) inches or more in height; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly. For purposes of this Section 2.18, a Lot, a violation shall be deemed to exist only upon the unanimous finding of such violation by the Association’s Board of Directors.

**2.19. LEASING.** All lease or rental agreements to allow any person or entity other than the Lot Owner and the Lot Owner’s family members to occupy any Lot with or without rent independent of the Lot Owner must be in writing and shall not be for an initial term of less than six (6) months nor for any extension or renewal term thereafter of fewer than one hundred eighty (180) days. All lease or rental agreements must be approved by the Board. Every Lot Owner shall cause all occupants of his or her Lot to comply with this Declaration, the Association’s Code of By-Laws, and any and all rules and regulations promulgated or approved by the Association, and shall be responsible for all violations and losses to any Property or any part of the Subdivision or any assets of the Association caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of this Declaration, such Code of By-Laws, or such rules and regulations. In the event any renter, tenant, or occupant violates or fails to comply with this Declaration, the Association’s Code of By-Laws, or any rules and

regulations promulgated or approved by the Association, the corresponding Lot Owner shall be liable to the Association in the amount of \$50.00 per day from the date of notification to the Lot Owner until the Lot Owner delivers to the Board evidence that such violation or failure is fully cured.

**2.20. POOL HOUSES.** In order to preserve the quality and aesthetic appearance of the Subdivision, no accessory buildings, other than pool houses as may be permitted in accordance with this Section, shall be permitted upon any Lot. Pool houses, if any, must be approved by the Board, and must be in accordance with City of Crown Point ordinances and specifications. All such pool houses may only be erected in the rear portion of a Lot, and may not exceed a 12' by 14' floor dimension. The maximum wall height shall be 8', with a maximum roof height of 12'. Any pool house shall be constructed with electric and plumbing supply included, and must have exterior finishes that match the residence constructed on such Lot. No pool house may be used as dwelling unit or for temporary housing in any way. No metal, fiberglass or "one-piece" vinyl structures of any kind shall be allowed.

**2.21. TEMPORARY OR USED STRUCTURES.** No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other building, shall be used on any Lot at any time as a residence, either temporarily or permanently. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed upon any Lot.

**2.22. EXTERIOR POST LIGHTS AND MAILBOXES.** The Board will be authorized to select and designate a standard style and type of materials for all post lights, mailboxes, and mailbox posts for use within the Subdivision, all of which shall be purchased and installed by the Lot Owner. Each Lot Owner shall cause an exterior post light to be installed and maintained at such Lot Owner's expense. Exterior post lights shall be illuminated from dusk to dawn, be located five (5) feet from the driveway and five (5) feet from the public sidewalk toward the middle of the Lot and contain the illumination at a minimum of a 60-watt (or equivalent) bulb. Painting of all post lights, mailboxes and mailbox posts will be paid by the Association. The Association will determine the appropriate color so that the mailboxes will look consistent throughout the Subdivision. All broken parts or instability of the post light, mailbox, and mailbox post remains

the responsibility of the Lot Owner and must be repaired by the Lot Owner within 90 days of notice from the Board.

**2.23. STORAGE AND VEHICLES.** No temporary storage boxes, recreational vehicles, motor homes, boats, boat trailers, recreational equipment and trailers, commercial vehicles over one-half ton, or other motor vehicles shall be placed, parked or stored upon any Lot for more than forty-eight (48) hours, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and completely isolated from view.

**2.24. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Notwithstanding the foregoing, dogs, cats, and other common household pets may be kept on Lots so long as they are not kept, bred, or maintained for commercial or hobby purposes. No animals shall be allowed to run loose at any time in the Subdivision and, while outside of any dwelling unit, they must be kept on a leash at all times. No dog shall be allowed to continuously bark, yelp, whine, or howl by any Lot Owner. No Lot Owner may leave animals leashed and unattended outdoors for lengthy or unreasonable periods of time.

**2.25. RUBBISH, TRASH, GARBAGE, AND NUISANCES.** No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot. All trash shall be kept in sanitary containers and shall be stored inside a garage situated upon such Lot or fully screened from view upon any public right of way. When placing trash containers and receptacles near public rights of way for removal, such containers and receptacles may be placed in an area of public view for no longer than 24 hours. No scrap wood, limbs, branches, compost, composters, paper, bottles, tires, or similar substances, filth, rubbish, trash, or noxious substance shall be collected or remain on any Lot or any part thereof which causes damage, prejudice, nuisance, or discomfort to others or the public or creates a breeding ground for insects or vermin.

**2.26. CLOTHES DRYING.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the residence to be constructed on a Lot.

**2.27. SIGNS.** Except as hereinafter provided for the Association, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any

Lot or Association owned Outlot. Notwithstanding the foregoing, a Lot Owner may place (a) one (1) professional sign on his or her Lot advertising the Lot for sale only during the period for which the Lot is published as being available for sale, and (b) one or more political signs, but subject to the condition that the number and sizes of such signs, and the time and duration for their display, are the minimums required in accordance with all applicable laws so as to not infringe upon or violate the legal rights of any Lot Owner and, in all respects, not in violation of any local or state law or ordinance.

**2.28. DESTRUCTION OF STRUCTURE.** No structure which has been destroyed or substantially damaged, in whole or in part, by fire, windstorm, or other casualty shall be allowed to remain in such state for more than four (4) months from time of such destruction or damage.

**2.29. NUISANCE; IMPROPER AND UNLAWFUL USES.** Nothing shall be done or maintained, or permitted to be done or maintained, on any Lot which may be or become a nuisance to the Subdivision, or to any other Lot or Lot Owner. No immoral, improper, offensive or unlawful use shall be made or permitted to be made of any structure nor any part thereof nor upon any Lot. No Lot Owner shall permit or suffer anything to be done or kept upon any Lot which will increase the insurance rates or premiums on any adjacent or nearby Lot or structure.

### **ARTICLE 3 PROPERTY OWNERS ASSOCIATION**

**3.1. NOT-FOR-PROFIT CORPORATION.** The Association has been created and incorporated as a not-for-profit corporation 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. Every record owner of a fee simple interest in the Lots in the Subdivision shall become and be a member of the Association, 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 Lot Owner thereof to one (1) vote for each Lot owned.

**3.2. DUES ASSESSMENT.** A yearly fee, or assessment of membership dues to the Association, in an amount established by the Association from time to time shall be assessed to each Lot effective as of January 1 of each calendar year. Such fee cannot increase by more than 10% in any single year. Fees shall be used for the purposes set forth in this Declaration or any purpose authorized by the Association's articles of incorporation or code of by-laws. Fees shall be paid yearly and are due on such date as may be established by the Association. Fees shall become a lien as of their assessment date, shall attach as liens to the respective Lots, and shall be subordinate to the interests of any purchase money mortgage or first lien mortgagee.

#### **ARTICLE 4 AMENDMENTS OR CHANGES**

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

**4.1.1. 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.

**4.1.2. 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.

**4.2. 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 5 EXISTENCE AND TERMINATION**

**5.1.** 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 mortgagees, 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 6 GENERAL PROVISIONS**

**6.1. 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.

**6.2. ENFORCEMENT.** **The Association,** its successors and assigns, together with any Lot Owner and any mortgagee of Property within the Subdivision, and any of them severally or jointly, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any Lot Owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorneys' 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 Association has no liability, obligation, duty, or responsibility to enforce this Declaration and shall not be liable to any Lot Owner of any other person for the Association's failure or refusal to enforce any provision of this Declaration.

**6.2.1. ENFORCEMENT NOTICE.** Upon a finding of any violation of any provision of this Declaration, the Association may send written notice (an "**Enforcement Notice**"), by certified mail, return receipt requested, or by nationally recognized overnight courier, to the Lot Owner as indicated in the public tax transfer records of the Auditor of Lake County, Indiana. If such address is the same as the postal mailing address as that of the Lot, the Enforcement Notice shall be delivered to the address of the Lot. If such address is different than that of the Lot, the Enforcement Notice shall be delivered to both the address shown in the public tax transfer records of the Auditor of Lake County, Indiana as well as the address of the Lot. The Enforcement Notice shall be deemed delivered when placed in a properly designated mailbox or collection box of the U.S. Postal Service or overnight courier, as applicable. The Enforcement Notice shall state, with reasonable



specificity, the nature of the violation to have been found and the number, location, or address of the Lot upon which such violation has occurred. The Enforcement Notice may specify a reasonable time period for the Lot Owner to remedy the violation prior to the assessment of any fines by the Association for failure to do so.

**6.2.2. FINES.** The Association or its designating committee or special officer shall, by power and authority granted by the Association's Board of Directors, be authorized to impose fines upon any Lot, binding with respect to its Lot Owner, in connection with any violation found to have occurred.

**6.2.2.1.** No fine shall be assessed prior to the delivery of an Enforcement Notice giving the Lot Owner a reasonable opportunity to cure the violation. Upon the Lot Owner's failure to cure each violation and the expiration of any time period to cure specified in the Enforcement Notice, the Association may assess fines for each violation without further notice to the Lot Owner, provided that the Enforcement Notice specifies the fine to be assessed.

**6.2.2.2.** All fines shall be rendered pursuant to a daily schedule of fines established by the Association from time to time. Such fines shall, initially, be between \$10 and \$50 per violation, per day, at the discretion of the Association.

**6.2.2.3.** Any fine may be imposed, retrospectively, to the date on which the corresponding violation first occurred and may be imposed on a continuous and daily basis until such violation is completely removed or cured.

**6.2.3. APPEAL HEARING.** The Enforcement Notice shall provide Lot Owner the opportunity to appeal the finding of each violation specified in the Enforcement Notice by requesting, in writing to the Association and within thirty (30) days of Lot Owner's receipt of the Enforcement Notice, a hearing to be held by the Association or its designating committee or special officer for purposes of obtaining, reviewing, and hearing evidence pertaining to the alleged violation. Lot Owner's failure to request an appeal hearing within the designated timeframe shall be deemed an admission of each violation and waiver of any right to hearing on the same. All appeal hearings shall be conducted within procedural

rules acceptable to the Association, which rules need not be published, but shall be provided to any affected Lot Owner prior to any such appeal hearing. Within fifteen (15) days following such appeal hearing, the Association or its designated committee or special officer shall prepare and deliver to the Lot Owner and the Association's Board of Directors a report containing its findings and determination (the "Determination"), all of which shall be binding upon the affected Lot Owner.

**6.2.4. JUDICIAL REVIEW.** Any Determination may be submitted, by written petition and in accordance with the Rules of Indiana Trial Procedure, to any court of competent jurisdiction located within Lake County, Indiana. Such review may be made on the following bases and in accordance with the following provisions:

**6.2.4.1.** A Determination may only be reversed, modified, or deemed invalid or unenforceable if the Association or its designating committee or special officer acted arbitrarily, capriciously, and in bad faith;

**6.2.4.2.** The appeal hearing conducted pursuant to Section 6.2.3 hereof shall be deemed to have fulfilled and satisfied all procedural and substantive due process requirements and rights in favor of the Lot Owner;

**6.2.4.3.** Any reversal, modification, invalidity, or unenforceability of any Determination shall be made to the minimum extent necessary by striking or amending the violating or offending provisions and maintaining in effect the remainder of such Determination to the fullest extent possible to uphold the intent and result of such Determination;

**6.2.4.4.** All affected Lot Owners will be deemed to have acquiesced to the processes and rules under which any informal hearing was conducted and will be deemed to have acknowledged and accepted the timely receipt of all Enforcement Notices; and

**6.2.4.5.** The imposition and amount of any fines imposed hereunder shall be deemed to be valid, reasonable, and enforceable.

**6.2.5. INTERPRETATION; JOINT DRAFTING.** This Section 6.2 and all of its subsections shall be deemed to have been drafted jointly by and among the Association and all Lot Owners and shall not be construed or applied more favorably to one party more than to any other. The Association and all Lot Owners shall be deemed to have expressly accepted this Section 6.2 and all of its subsections and acknowledge them to be fair and reasonable provisions that are necessary to uphold the intentions and purposes of this Declaration.

**6.3. EXECUTION.** By its execution of this Declaration, the Association represents that (1) the Approval has occurred in accordance with the Prior Declarations; and (2) in connection with the Approval and their action to adopt this Declaration, the Lot Owners voting in favor of the Approval have designated the Association, or its authorized officer of representative, to serve as such Lot Owner's attorney-in-fact for purposes of executing this instrument. To the extent any written powers of attorney made by any Lot Owners are recorded in connection with the Approval or the execution of this Declaration, such powers of attorney shall be deemed to have been attached hereto and incorporated herein as part of this Declaration and, upon the recording of this Declaration, recorded together with this Declaration.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, WHITE HAWK COUNTRY CLUB HOME OWNERS ASSOCIATION, INC., an Indiana non-profit corporation, by its President has caused this instrument to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WHITE HAWK COUNTRY CLUB HOME OWNERS ASSOCIATION, INC.,**  
an Indiana non-profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF LAKE        )

Before me, a Notary Public in and for said County and State, personally appeared the within named \_\_\_\_\_, as the President White Hawk Country Club Home Owners Association, Inc., an Indiana non-profit 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_, Notary Public

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.

Jon A. Schmaltz

This instrument prepared by:  
Jon A. Schmaltz  
Burke Costanza & Carberry LLP  
156 S. Washington Street  
Valparaiso, IN 46383

**EXHIBIT A**