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RESTRICTIVE COVENANTS FOR AUDUBON ESTATES SUBDIVISION

Plat File 39-E-1 2001-001918

2003-002143

STATE OF INDIANA  
PORTER COUNTY  
FILED FOR RECORD

01/15/2003 02:19PM

The undersigned, Mercantile National Bank of Indiana Land Trust No. 6532 owners of the real estate shown and described herein, do hereby certify that they have laid out, platted and subdivided, and do hereby lay out, platted and subdivide said real estate in accordance with the plat drawn hereon. This subdivision shall be known and designated as Audubon Estates. All streets shown and not heretofore dedicated are hereby dedicated to the public. We have caused to be incorporated as a part of the subdivision the following protective covenants which shall be binding on all parties claiming under these until such times as same may be terminated as provided herein.

JACQUELYN N. STERLING  
RECORDER

1. **LAND USE AND BUILDING TYPE.** All lots shall be used as as single-family residents or paved patio residents where zoning permits. All lots shall be seeded or have sod laid to produce a grass within one year of permanent occupancy (possession). All excess material that is to be removed from any lot by reason of construction purposes or other purposes shall not be removed from the subdivision. All such surplus material shall be used for fill purposes on any lot or lots within the subdivisions whose existing grades are lower than the adjacent leg of street curb as determined by the Subdivider. Said surplus material shall be so deposited at the lot(s) owner's expense.
2. **GRADING OF LOTS.** Grading of lots shall be carefully performed to not damage the neighbor's lot or lots. Final grade at the dwelling shall be one foot above the highest point of the existing ground in the area that the dwelling is constructed. In no case shall the finish grade at the dwelling be less than two feet above the highest point of the top of curb that abuts the lot. Grading of lots shall not direct storm water runoff onto or across adjacent lots where an easement for such is not provided.
3. **TEMPORARY STRUCTURES.** Any building started shall be completely enclosed, painted, lawn graded and seeded within one year from the date of permanent occupancy as stipulated in covenant #1 above.
4. No building shall be created or placed or altered on any building lot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved, in writing, as to the conformity and harmony of external design with the existing structures or with the overall plan for the subdivision. This approval to come from the Subdivider. In the event of indecision by the Subdivider, within fifteen days after request has been submitted to him, such approval will not be required and the builder may proceed with his construction and the requirement of this Covenant will be deemed to have been fulfilled.
5. **SIDEWALKS** The builder of a residence on any lot or lots shall provide a sidewalk, constructed of Portland Cement concrete, the entire length of the lot or lots abutting on a street right-of-way. The sidewalk shall be constructed prior to occupancy of the residence, weather permitting, or, in the case of unfavorable construction weather, within six months after building completion.
6. It shall be a violation of these Covenants for any person, firm, or corporation to park any truck, trailer, commercial vehicle or any combination thereof upon the paved portion of any street or highway in this subdivision for a period of more than two hours at any time, night or day. All lot owners shall provide off-street parking for a minimum of two vehicles per dwelling.

Great Lakes Development  
10 Lakeshore Drive  
Naperville, IL 60563

7. Damage to curbs, pavement, walls and other improvements constructed by the Subdivider shall be the liability of the contractors and/or subcontractors that are constructing dwellings and appurtenances with any and all lots of this subdivision.
8. **UTILITY EASEMENT** An easement is hereby granted to the Subdivider, General Telephone Company, NISource, Valparaiso Water Company and their respective successors and assigns to install, lay erect, construct, renew, operate, replace and maintain water mains, gas mains, conduits, cables, poles and wires, either overhead or underground, with all necessary braces, guys, anchors and other appliances, in, along, and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purposes of serving the public, in general, with gas, electric, cable television and telephone services, including the right to use the streets, where necessary, and to overhead lots with aerial serving lines to serve adjacent lots, together with the right to enter upon said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and to keep trimmed any trees, shrubs or saplings that interfere with any such utility equipment. The overhead installation of any such utility equipment that would require poles, aerial serving lines and related appliances shall conform with the conditions and restrictions of all applicable rules, regulations and ordinances, as adopted by the City of Valparaiso. No permanent buildings shall be placed on said easements, but same may be used for shrubs, landscaping and other purposes that do not interfere with the use of said easements for such utility purposes.
9. **DRAINAGE EASEMENT** An easement is hereby granted to the City of Valparaiso and the Subdivider for drainage purposes, in along and over the strip or strips of land designated by dashed lines on the plat and marked "DRAINAGE EASEMENT". No permanent buildings, nor temporary buildings or structures shall be placed on said drainage easements but same may be used for landscaping with the exception of trees. No material refuse or fill material may be placed within such easements in such a manner that will hamper or prevent the drainage of the subdivision.
10. A two-car attached garage shall be the minimum requirement for all single family lots.
11. **FENCES.** Fences conforming to City of Valparaiso requirement shall be permitted.
12. A property assessment will be charged every January for upcoming year to maintain outlet A, B, common areas such as lakes, parks, etc. P.O.A. shall be elected when 75% of the lot is sold.

Dated this 15 day of January 2003

Patricia M. Kelly

Patrick M. Klechaga

STATE OF INDIANA )

) ss

COUNTY OF PORTER )

Before me, the undersigned Notary Public in and for said County and State, do hereby certify that this day appeared before me, in person, Mercantile National Bank of Hammond as owner of the real estate described hereon, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes expressed therein.

WITNESS my Hand and seal this 15 day of January, 2003