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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
AUSTIN HILLS I

This Declaration, made this 2ND day of OCTOBER, 1998 by Richard A. Hiller, hereinafter referred to as the Developer.

WITNESSETH

Whereas, the Developer is the owner of the real estate described in the Plat of "Austin Hills, Unit I", as said subdivision appears in Plat File 28-E-1 in the Office of the Recorder of Porter County, Indiana; and

Whereas, the Developer desires to promote residential development in an attractive and clean setting, and to provide a desirable location for housing in harmony with surrounding properties, and also intends to encourage architectural designs in keeping with this purpose.

Whereas, the Developer deems it desirable to subject the real estate to these covenants for the mutual benefit of the holders of said real estate, and establish a general plan of development for said subdivision;

NOW therefore, the Developer declares that all of the platted lots and real estate located within the subdivision are held and shall be conveyed and used subject to the following :

Definitions. Certain words used herein shall have meaning as follows:

"property" shall be the real estate described on this plat, together with the improvements thereon.

"developer" shall be Richard A. Hiller, the subdivider, and shall include any person or entity to which said subdivider assigns his rights and obligations hereunder, insofar as said rights and obligations are assignable.

Authority. These covenants shall run with the land and shall bind the developer, his successors and assigns, and all persons claiming by through or under them who shall take or hold the property subject to covenant with the developer, and to each of them, and to their successors and assigns; except that said covenants shall bind the aforesaid only during their ownership, occupancy or use of the property. The developer shall have the right to enforce these covenants at law or in equity. The failure of the developer to enforce these covenants at any particular time of violation shall not be deemed a waiver of his right to do so at any future time or as to any subsequent violation.

Enforcement. Until the developer has conveyed the last part of the property and the improvement plans for said last part have been approved, the developer shall have the sole power and right to enforce these covenants. After said last part has been conveyed from the developer to a third party, the rights and powers of enforcement shall lie jointly and severally in the then owners of the property and in their successors and assigns. The developer shall have no obligation after said last part has been conveyed to another, and the developer shall incur no costs thereafter.

Term. The foregoing covenants shall be binding on all parties claiming under them until January 1, 2023.

Separability. Invalidation of any of these protective covenants by judgement or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

Approval of Plans. No construction on or improvement to any lot, or alterations to such improvements, shall be made until the plans for same have been approved in writing by the developer. The developer's right to approval herein shall terminate upon conveyance of the last part of the property to a third party and approval of the plans for such last part. Two sets of final plans, in the form approved by the City of Portage, shall be submitted to the developer for his approval. Other data deemed necessary by the developer to enable him to determine compliance with this covenant shall be submitted to the developer for his approval.

Dwelling Cost. No dwelling costing less than one hundred ten thousand dollars (\$110,000.00) based on cost levels prevailing on the date of these covenants shall be permitted on any lot.

Dwelling Size. No dwelling shall be erected having less than the following floor areas (excluding garage):

1600 square feet of ground floor area for one story, or one and one-half story dwellings.

1600 square feet of ground floor area but not less than 2000 square feet of total floor area for two story dwellings.

1200 square feet of upper floor area for bi-level dwellings.

Grading of Lots. No building shall be erected, placed or altered on any lot until a plan showing the grading scheme has been approved by the developer. No lot shall be graded, regraded, cut filled or the ground surface altered in such a way as to damage the lot or lots of neighbors.

Damage to Public Facilities. Any lot owner shall be liable for damage done by him or his agent to roadways, pavements, curbs and gutters, or sidewalks. Such liability shall be to the developer and to the City of Portage, separately and severally.

Offensive Activities. It is the intent of this covenant to forbid any noxious or offensive activity on any lot that may be, or may become, an annoyance or nuisance to the neighborhood, and to halt any activity which tends to disrupt the amity of the neighborhood. This intent covers, but is not limited to, the items below:

No structure of a temporary nature, house trailer, basement, tent, shack, shed or outbuilding shall be placed or maintained upon any lot, except one storage shed, not exceeding 300 square feet floor area, and placed on a temporary foundation may be maintained in the rear yard of each lot. No motor home, travel trailer, boat, boat trailer, utility trailer, truck over one ton gross weight, or any vehicle not licensed in compliance with State and local statute shall be placed or maintained on any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum of two dogs or two cats or two other household pets may be kept.

The burning of any fuel, or waste of any kind which gives off smoke or strong or noxious odors or gases shall be prohibited on any lot.

No garbage, ash, refuse or refuse receptacle, or any material which creates an unsanitary condition or constitutes a nuisance shall be placed, left or kept on any lot.

Access to Portage Avenue denied. Vehicular access to lots 55 and 56 shall be obtained only from Austin Street.

Garage floor elevation. The elevation of garage floors shall be no less than 1.5 feet, and no more than 3.0 feet, above the elevation of the top of the public curb, as measured at the point where the driveway intersects said curb, unless specifically excepted by variance through the action of the developer as provided herein.

Sidewalks. Each lot shall provide and construct a sidewalk along each property line abutting a dedicated public street. Said sidewalk shall meet the requirements of the City of Portage for public sidewalks. Where a handicap ramp is provided by the Developer as part of the public facilities, the property owner shall connect his sidewalk to said ramp.

Yard Lights. Each owner of a lot in the subdivision shall install and maintain a yard light located

within 5 feet of the interior line of the sidewalk, and within 10 feet of the driveway. Required yard lights shall be operated by dusk-to-dawn photo cells, and shall be functional at all times when the house is occupied. The Developer must approve the design and installation of light fixtures specified under the terms of this covenant, and he may, at his option, require a single design throughout the subdivision.

Mail boxes. Each owner of a lot in the subdivision shall install and maintain a mail box in a location specified by the postal authority, which mailbox design shall meet the approval of the Developer, who may, at his option, require a single design throughout the subdivision.

Maintenance. The owners, lessees and occupants of any part of the property shall jointly and severally have the duty and responsibility, at their sole expense, to keep said part owned or occupied by them, including buildings, improvements, grounds, drainage and stored articles in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the developer, any said owner, lessee or occupant shall fail to keep any part of the property maintained in compliance with the aforesaid, such owner, lessee or occupant shall be notified of the deficiency with particularity. If within ten days from such notice, activities to correct the deficiency are not begun, or if within thirty days any part of the deficiency remains uncorrected, the developer shall have the right to unrestricted access to perform such remedial activity. All costs and expense incurred thereby shall be reimbursed to the developer by the owner of said part of the property. If such owner shall fail to reimburse the developer within thirty days of receipt of an invoice covering the amount of such cost and expense, then such amount shall be a debt attached against the ownership of the land, and the developer may file a lien against the land. Said lien shall bear interest at the highest rate allowed by the law.

Variance. The developer reserves the right unto himself, his successors and assigns to grant variances to these covenants to such owners who demonstrate special needs for buildings and improvements not within the covenant which will not compromise the purpose expressed herein. Consent for variance may be granted or withheld within the sole judgement of the developer.

Notice. All submissions called for herein shall be addressed to the developer at 284 E. Mander Road, Valparaiso, Indiana 46383.

IN WITNESS HEREOF the Developer has caused this Declaration of Covenants and Restrictions to be executed on the date first written above.

Richard A. Hiller
By: Richard A. Hiller

STATE OF INDIANA)

) SS:

COUNTY OF PORTER)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Richard A. Hiller to acknowledge the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal this 21st day of OCTOBER 1998.

My commission expires 6-2-2006
RESIDENT OF PORTER COUNTY, IN

