

HERITAGE VALLEY
DEED OF DEDICATION AND PROTECTIVE COVENANTS
IN PLAT FILE 11-B-1

THE FOLLOWING PROTECTIVE COVENANTS SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL SUCH TIME AS MAY BE TERMINATED AS PROVIDED HEREIN:

1. No lot shall be used except for residential purposes.
2. No lot shall be resubdivided and only one single-family home may be built on any lot area as platted.
3. No structure of a temporary character such as house trailer, basement, tent, shack, garage or other outbuilding shall be placed or maintained upon any lot at any time as a residence, either temporary or permanent.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
5. Easements for the installation and maintenance of utilities and land drainage facilities are reserved as shown on the plat over the rear 12 feet of each lot and within 5.0 feet of each property line. No building material, refuse, or fill dirt may be placed within such easement in such a manner so that the drainage of said lot or other lots in the development is prevented. An easement is hereby granted to General Telephone Company of Indiana, Inc., Northern Indiana Public Service Company, Porter County, R.E.M.C. of Kankakee Valley, Valparaiso Sanitary District, and Valparaiso Water Department, severally and their respective successors and assigns to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strip or strips of land designated by dotted lines on the plat and marked "Easements" for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets where necessary, 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 keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public purposes.

The foregoing restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said restrictive covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these restrictive covenants in whole or in part.

Invalidation of any one of the foregoing restrictive covenants by judgement or court order shall in no way affect any of the other restrictive covenants, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structures or part thereof erected or maintained in violation thereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.