SMITH'S SUB.

49s106 A Subdivision of part of Lot Two (2) of Smith's Subdivision of part of the Northeast Quarter of Section 17-6-10

PROTECTIVE COVENANTS

A Subdivision of part of lot two (2) of Smith's Subdivision, of Part of the Northeast Quarter of Section 17-6-10, Evansville, Ind,

(1) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling and a private garage for not more than two cars.

(2-A) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than 5 feet to any side lot line except that the side line restriction shall not apply to a detached garage or other out-buildings located 100 feet or more from the front lot line.

(2-B) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10½ feet to any side line.

(3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than two thousand square feet nor a width of less than 45 feet at the front building setback line.

(4) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race employed with an owner or tenant.

(6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) No single house costing less than $6000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half story structure, nor less than 450 square feet in the case of a two-story structure.

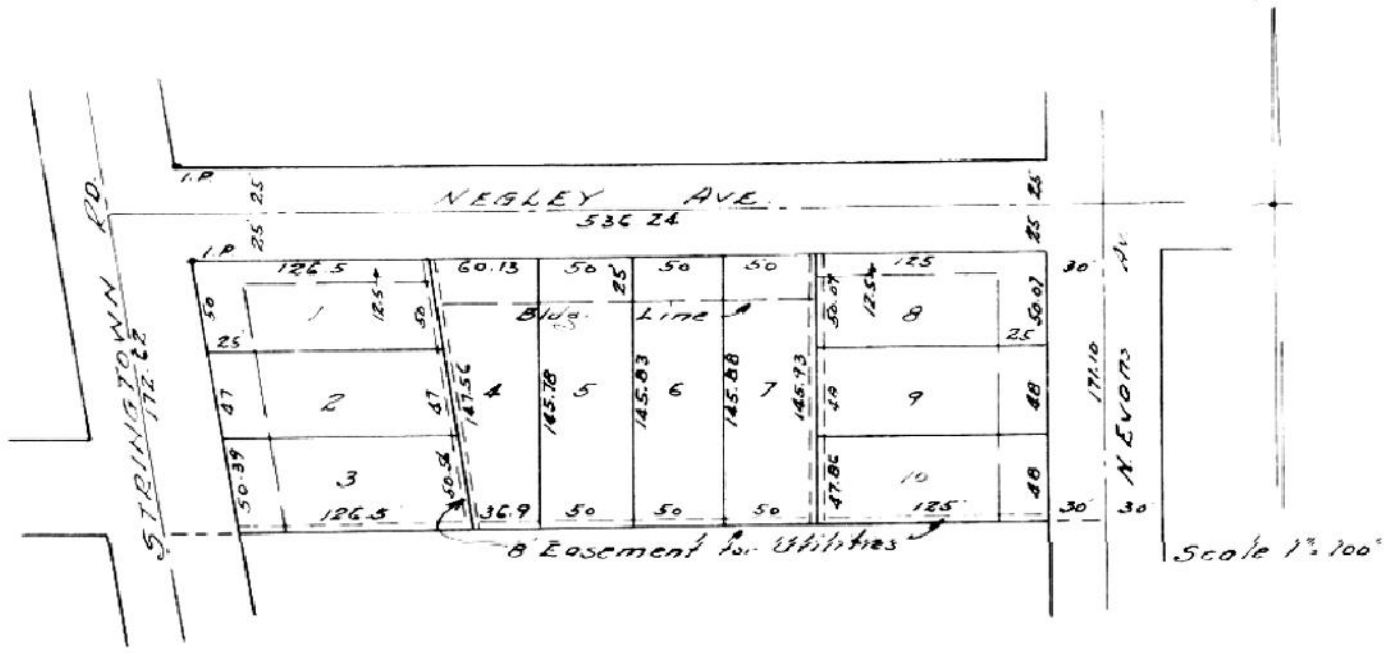
(8) No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: Provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

(9) Easements affecting Lots Nos. 21 to 40 inclusive are reserved as shown on the recorded plat, for utility installation and maintenance.

(10) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years to change the said covenants in whole or in part.

(11) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(12) Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



For Recorded Restrictions see Misc "J" at page 91

STATE OF INDIANA)
VANDERBURGH COUNTY) S.S.

Before me, a notary public in and for said State and County, Lena R. Nussmeier Owner and Subdivider, personally appeared and acknowledged the execution of this plat.

Lena R. Nussmeier, Owner and Subdivider

Witness my hand and seal, this 3 day of Aug. 1937
My commission expires Oct. 4, 1938. (Seal)

Addie A. Roller, Notary Public

Platted by Charles E. Jay, July 30, 1937
Charles E. Jay, Professional Engineer,
Registered No 2060, State of Indiana (Seal)

APProved By City Plan Commission of Evansville, Ind. on condition that survey is correct Aug. 18, 1937.
H. M. Dickman, Pres.
A. W. Schoettlin, Sec'y

RECORDED.....MARCH .....21,1940.