RESTRICTIONS AND PROTECTIVE COVENANTS FOR COVERTSHIRE

The undersigned being the owners of allof the lands and real estateplatted under the name of Covertshire, do hereby make, adopt and prescribe restrictions and protective covenants for the use and occupancy as as follows, to wit;

1. All lots and parts of lots in the tract shall be known and described as residential lots. No structure or structures shall be erected, altered, placed of permitted to remain on any lot or part of lot in this sub-division otherthan one detached single family dwelling or one two-family dwelling and a private garage for not more than two (2) cars.

2. No building shall be located nearer to the front lot line or nearer tothe side street line than the building setback lines shown on the plat. No building shall be located nearer than five (5) feet to any side lot line except that the side line restriction shall not apply to a detached garage or other out-building located 75 feet or more from the front lot line. No residence or attached appurtenance shall be erected on any lot farther than 55 feet from the front lot line.

3. No residential structure shall be erected or placed on any building plot which plot has an area of less than 5500 square feet nor a width of less than 50 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. The keeping of cows and hogs on any lot is strictly forbidden.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

6. No single family dwelling costing less than $3000.00 and no two-family dwelling costing less than $5000.00 shall be permitted on any lot or part of lot in the sub-division. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 672 square feet in the case of a one-story structure, nor less than 480 square feet in the case of a one and one-half, two, or two and one-half story structure.

7. Easements are reserved as shown on the plat for utility installation and maintenance.

8. Until such time as a sanitary sewer system shallhave been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract; such eptic tank shall be of the type and construction and so located on the individual lot or part of lot so as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract; provided, however, that when a sanitary sewer system shall have been constructed in the tract, the owner or owners of each dwelling constructed in the tract shall within three (3) months after the construction of said sanitary sewer system, tap in and use the same, ceasing the use of any sanitary septic tank previously installed or used; and no sanitary septic tanks shall be installed or used in the tract for any dwelling constructed after the construction of said sanitary sewer system.

9. No person or persons of any race other than the Caucasian race shall use, occupy or own any building or any lot in the sub-division.

10. No basement or cellar of any type or kind shall be allowed in Section "C" of this sub-division.

11. The restrictions and covenants herein contained may be enforcedby injuntion or other appropriate legal proceedings which may be instituted by the grantors or their successors or assigns, and any owner or owners of a lot or part of a lot within this sub-division may so enforce these restrictions and covenants as to the use or occupancy of any otherof the lots or parts of lots platted in this sub-division, which use or occupancy may be in violation or attempted violation of these restrictions and covenants, or of any one hereof,

12. Invalidation of any one of these covenants by judgment, judicial decree or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

13. Whereas this platting of Covertshire incorporates all of the real estate and lands heretofore platted under the name of Covertshire, designated as Sections "A" and "B", which plat was recorded in the office of the Recorder of Vanderburgh County, Indiana on May 18, 1942, in Plat Record H at page 274 and was dated as of April 8, 1942, and in addition thereto included adjoining real estate andlands, all of which real estate and lands now or heretofore platted were and now are owned by undersigned and by no other persons, firms or corporations; and whereas, one of the building setback lines in the attached plat of Covertshire in Sections

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