RESTRICTIONS FOR LORRAINE PARK - SECTION B

CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS FOR SECTION "B," LORRAINE PARK

The undersigned, William P. Woods, being the owner of the real estate located in the northeast quarter of the northwest quarter of Section 34, Township 6 South, Range 10 West, platted as Section "B" Lorraine Park, does hereby make the following covenants, conditions, restrictions and reservations for the use and occupancy of the lots and lands comprising said subdivision, which covenants, conditions, reservations and restrictions shall run with the land and be binding upon all owners of the lots and lands in said Section "B", Lorraine Park, to-wit:

1. All lots in said subdivision shall be known and described as residential lots, shall be sold and used solely for residential purposes, and shall not be used for any business or commercial purpose. Schools and churches shall be permitted upon any lots in this subdivision.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars; provided, however, that duplex or two-family dwellings may be erected and used on the following described lots in said Section "B," to-wit: Lots 17, 18, 35, 36 and 47 to 53, inclusive.

3. 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. In any event no building shall be located on any residential building plot nearer than thirty (30) feet to the front lot line nor nearer than fifteen (15) feet to any side street line. No building, except a detached garage or other outbuilding, located eighty (80) feet or more from the front lot line shall be located nearer than five feet to any side lot line. The front building line of any residence or attached appurtenance shall not be erected on any lot farther than fifty (50) feet from the front lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,500 square feet or a width of less than 60 feet at the front building setback line; provided, however, that such lot width requirement shall not apply to Lot 53.

5. No noxious or offensive trade or activity shall be carried on upon any lot in said subdivision; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in said subdivision 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 dwelling costing less than $3,500 shall be permitted on any lot in the subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 624 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.

8. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance.

9. No persons of any race other than the white or Caucasian race shall own, use or occupy any of the lots in said subdivision, or any buildings located thereon, except that this restriction shall not prevent occupancy by domestic servants of a different race employed by or domiciled with an owner or a tenant.

10. No structure shall be moved onto any of said lots. All structures erected on said lots shall be newly erected thereon.

11. For the purpose of these conditions and restrictions, all adjoining lots owned by one person and used as a single building site shall be considered one lot.

12. No fences shall be erected or maintained in front of the front building setback line.

13. Until such time as a sanitary sewer system shall have been constructed in the subdivision, a sanitary septic tank shall be installed for each dwelling erected in the subdivision; said septic tank shall be of a type and construction and so located on the lot as to be approved in writing by the Indiana State Board of Health, and no other sanitary provision or device for sewage disposal shall be installed or permitted to remain insaid subdivision.

14. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said protective covenants in whole or in part and such change is duly signed and acknowledged by such owners and placed of record in the Recorder's office of Vanderburgh County, Indiana.

15. Each and all of the covenants, conditions, and restrictions contained herein shall run in favor of and shall inure to the benefit of all owners of lots in this subdivision jointly and severally andmay be enforced by them or by any of them in any court of competent jurisidiction by injuction or other appropriate remedy. The The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees, which shall be fixed by the court hearing said matter. The owner of any lot in this subdivision shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his own property in the subdivision.

16. The acceptance of a conveyance of any lot in this subdivision by any person shall be constued to be an acceptance and an affirmance by such person of each and all of the covenants, conditions and restrictions set out herein, whether or not the same be set out or specified in such conveyance.

17. Invalidation of any of the foregoing covenants, conditions or restrictions by judgment or order of a court shall in no wise affect any of the other covenants, conditions or restrictions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said William P. Woods, owner as aforesaid, has hereunto set his hand and seal, this 5th day of August, 1947.

William P. Woods (Seal)
William P. Woods

STATE OF INDIANA)
VANDERBURGH COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named WILLIAM P. WOODS who acknowledged the execution of the above and foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal, this 5th day of August, 1947.

(Seal) My commission expires: Feb. 13, 1950

Wm. J. Emig
Wm. J. Emig Notary Public

RECORDED.....OCTOBER.....6, 1947
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