234

PROTECTIVE COVENANTS SECTION FOUR OF HEBRON MEADOW LOTS 44 TO 69 (INCLUSIVE)

A Subdivision of Part of the South East Quarter of Section 26-6-10

Widths of streets and easements and dimensions of lots are as shown on plat. Curved boundaries of lots are given as lengths of long chords.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1978 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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.

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

(1) All lots created in the above described property shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling or one two family dwelling not to exceed two stories in heighth and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot.

(2) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Wilburn R. Harrell, Christ H. Buente and Carl Shrode, or a representative designated by a majority of the members of said committee. In the event of vacancy by death or resignation of any member of said committee a majority of the heirs of decedent may fill said vacancy and in the event said heirs do not act within thirty days from date of death the remaining member or members shall have full authority to fill said vacancy caused by death or resignation and/or to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such a design and location within thirty days after said plans and specifications have been submitted to it or, in any event, 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 and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, not its designated representative shall be entitled to any compensation for service performed pursuant to this designated Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after May 1, 1978. Thereafter the approval described in the Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(3) No building shall be located nearer to the front lot line or nearer to the side street line tthan the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than forty (40) feet to the front lot line, nor nearer than twenty-five (25) feet to any side street line. No building except detached garage or other outbuilding located forty (40) feet or more from the front lot line, shall be located nearer than seven and one-half ($7\frac{1}{2}$) feet to any side property line of any owner of a lot or parts of lots. No residential structure shall be erected, placed or altered on any building lot in this subdivision, which lot has an area of less than ten thousand (10,000) square feet, or which has a width of less than seventy-five (75) feet at the building setback line.

(4) No dwelling costing less than $20,000 (1953 basis of cost) 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 twelve hundred and fifty (1250) square feet in the case of a one-story structure nor less than eight hundred (800) square feet in the case of a one and one-half or a two story structure.

(5) 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 annoyance to the neighborhood.

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

WITNESS the hands and seals of the parties at Evansville, Indiana this 14th day of March, 1953.

Wilburn R. Harrell
Wilburn R. Harrell

Anna Mary Harrell
Anna Mary Harrell