290

RESTRICTIONS AND PROTECTIVE COVENANTS AFFECTING TITLE TO NORTHEAST PARK #2, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY*TWO(22) TOWNSHIP SIX (6) SOUTH, RANGE TEN (10) WEST OF VANDERBURGH COUNTY, INDIANA

THIS INDENTURE WITNESSETH:

That Northeast Park #2, a subdivision of part of the Northwest quarter of the Northeast quarter of Section Twenty-two (22), Township Six (6) South, Range Ten (10) West, to the plat of which this indenture is attached, is made subject to and upon the following restrictions and protective covenants which are hereby imposed upon all lots in said subdivision, and that the same shall operate as perpetual restrictions and protective covenants to run with the title to all of said lots and lands, to-wit:

1. All lots and building plots in the tract shall be known and designated as residential lots and shall be used for residential purposes only and for no other purposes.
No structure shall be erected, altered, placed or permitted to remain on any lot or building plot of said tract other than one (1) detached single family dwelling not to exceed one (1) story in height.

2. No building shall be located nearer to the front lot line nor nearer to the side street line than the building set-back lines shown on the plat.
No fence or wall shall be erected, placed, or altered on any lot nearer to the front line than the front line of the residential structure.

3. 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.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be used as a residence temporarily or permanently. No structure of any temporary character shall be used as a residence. All residences within this tract shall be constructed of brick or stone or a combination of both. Brick or stone veneer construction shall satisfy the requirements of this provision.

5. The ground floor area of the main structure on any lot or building plot, exclusive of one story open porches and garages, shall be not less than nine hundred sixty (960) square feet.

6. No building shall be located on any lot nearer to the front lot line than the building set-back line as shown on said plat and no building shall be located nearer than five (5) feet to an interior lot line; provided, however, that no side yard shall be required for a garage or other permitted assessory building which is located not nearer than fifty (50) feet from the front lot line; and, provided further, that this restriction shall not apply to the location of a building upon the building site of more than one (1) lot.

7. It is agreed and understood that the foregoing covenants and restrictions and conditions shall be binding and enforceable upon each and every person or persons who purchases lots or building plots in this subdivision and if the pruchasers of said lots or any any of them or their heirs, devisees, assings or successors in interest shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any lots or building plots in said tract or purchasing any of them upon contract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the covenants or restrictions herein provided and either to prevent such violation or to recover damages or other dues for such violations in any court of competent jurisdiction. Invalidation of any one of the foregoing restrictions or covenants by judgment or court order shall in no wise affect any other of the covenants or restrictions as hereinabove imposed, but such remaining covenants and restrictions shall remain in full force and effect. Any purchaser or purchasers of any lot or building plot in this tract shall be bound by the covenants and restrictions hereinabove mentioned, whether any of the same be specified in the deed of conveyance or not.

IN WITNESS WHEREOF, Charles W. Boeke, unmarried, and Rando Construction Corp., by it duly authorized officers, as the owners and proprietors of all the lots and lands in Northeast Park #2, a subdivision, have hereunto set their hands and seals this 17th day of July, 1953.

Charles W. Boeke, SEAL
Charles W. Boeke

Rando Construction Corp.
By E. Houston Suddoth (Seal) President
E. Houston Suddoth

Attest Waldo H. Zwickel (Seal) Secretary
Waldo H. Zwickel

STATE OF INDIANA )
COUNTY OF VANDERBURGH ) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CHARLES W. BOEKE, unmarried, who acknowledged the execution of the foregoing restrictions and protective covenants for Northeast Park #2 for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 17th day of July, 1953.

SEAL
My commission expires August 7, 1954

E. Houston Suddoth, Notary Public
E. Houston Suddoth

STATE OF INDIANA )
COUNTY OF VANDERBURGH ) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. HOUSTON SUDDOTH, President, and WALDO H. ZWICKEL, Secretary, of RANDO CONSTRUCTION CORP., who acknowledged the execution of the foregoing restrictions and protective covenants for Northeast Park #2 for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 17th day of July, 1953.

SEAL
My commission expires October 25, 1953

Marie L. Adams, Notary Public
Marie L. Adams,