

PROTECTIVE COVENANTS
RESTRICTIONS AND EASEMENTS AFFECTING
CE-MAR ESTATES, VIGO COUNTY, INDIANA

The undersigned, being the owners, platters, subdividers, and encumbrancers of Ce-Mar Estates, Vigo County, Indiana, being desirous of subjecting said subdivision to the covenants and restrictions hereinafter described, each and all of which covenants and restrictions is and are for the benefit of said property, and each and every parcel thereof, and shall apply to and bind the owners thereof, their successors in interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed subject to said following covenants, restrictions and easements.

The property which is hereby made and shall henceforth be subject to these protective covenants, easements and restrictions as herein set forth is a subdivision located in and of a part of Section Twenty-Four (24), Township Thirteen (13) North, Range Nine (9) West, as shown by the recorded plat thereof in the records of the Recorder's Office of Vigo County, Indiana, in Plat Book 18 at Page 43 and designated as Ce-Mar Estates, and particularly described as follows, to-wit:

700.0 feet of even width off the west side of the following described real estate in the east half of Section 24, Township 13 North, Range 9 West: Commencing at a point 2066.6 feet north of the northwest corner of Section 30, Township 13 North, Range 8 West, said point being 2155.7 feet north of southeast corner of Section 24, Township 13 North, Range 9 West: North 1817.2 feet to the north line of the south half of the northeast quarter of said Section 24; West 3664.0 feet to the west line of the northeast quarter of said Section 24; South 1818.0 feet to a point west of beginning; East 2665.2 feet to place of beginning except right of way of the C. & E. I. Railroad said 700.0 foot strip containing 29.27 acres more or less.

EXCEPT commencing at an iron pin 2155.7 feet north of the southwest corner of the southeast quarter of Section 24, Township 13 North Range 9 West, (said point being 2066.6 feet north of the northwest corner of Section 30, Township 13 North, Range 8 West); North 51.52 feet to a point in the middle of a 50 foot road the place of beginning: North 171.56 feet; North 61 degrees 49 minutes east 173.25 feet to an iron pin in the west right of way line of a 50 foot wide roadway easement of a curve, whose centerline has a radius of 175.0 feet and the center of said curve described as lying 350.0 feet east and 2509.29 feet north of southwest corner of said Southeast quarter said Section 24; East 25.0 feet; Southeasterly a chord distance 90.67 feet (radius 175.0 feet) to an iron pin south 44 degrees 46 minutes west 247.17 feet along and with the centerline of a 50.0 foot roadway easement; West 50.0 feet to beginning containing 0.80 acres more or less.

SUBJECT to an easement 25.0 feet wide off the east side and off the south side for a roadway; also right of ingress and egress but not the exclusive right, over a right of way 50.0 wide along and with the east and south lines of the above described tract to the public road. (in Bartley's Recorded Subdivision.)

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1. All lots shall be known held and maintained as residential lots, and no structure or building of any kind shall be erected, placed, altered, enlarged or permitted to remain on any said residential lot or site other than a single family dwelling house not to exceed two stories in height.

2. No store, church, school or any kind of business, commercial undertaking, profession, trade or activity of any kind nor obnoxious or illegal profession, business, trade or activity of any kind is to be carried out, undertaken, or maintained in said subdivision.

3. No intoxicating liquors or alcoholic beverages of any kind or nature shall be manufactured or sold upon said property.

4. No obnoxious, offensive, deleterious or objectionable odors, sounds, lights or activities of any kind or nature shall be permitted to exist, or in any way used or done upon said premises which could be an annoyance or nuisance to the neighborhood.

5. No trailer, basement home, tent, shack, garage, barn or other out-building or buildings erected or placed in Co-Mar Estates shall at any time be used as a residence either temporarily or permanently, nor shall any thing or structure of a temporary or movable character be used or permitted as a residence either temporarily or permanently on said premises.

6. No animals or poultry, excepting common house pets, of any kind shall be maintained, kept or permitted on the premises, either for commercial or non-commercial purposes.

7. Any structure or building once started and constructed in any degree is to be completed within a period not to exceed one year from the date of commencement of construction.

8. Every owner must and shall at all times keep his or her building lot in a neat and respectful condition for the purpose of up-grading the subdivision. This provision to include the planting, seeding and maintenance of a lawn within a reasonable time after completion of any dwelling structure and not to exceed six months from the date of said completion.

9. Each dwelling shall have sufficient drainage, dry well, and septic tank, which shall strictly conform to the existing rules and regulations of the State Board of Health to adequately provide for the disposal of waste and refuse of every kind and nature.

10. No oil, gas or other fuel tanks, basin or receptacle of any kind shall be exposed above the ground line on any dwelling site.

11. No structure shall be permitted which has less than 1,000 square feet of actual living space, erected and maintained as a single family dwelling, as provided above, and all structures so erected and maintained as single family dwelling houses with said minimum square footage shall also be required, where a garage is concerned, to have said garage attached to said structure, and said square footage requirement shall be exclusive of any such garage.

12. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

13. No structure shall be erected, placed, altered, enlarged or permitted to remain on said lot unless and until the building plans, specifications and plat plans showing the location of such structure have been approved, as to conformity and harmony of external design with the existing structures on the property subject to these covenants, and as to location of the structure with respect to topography and finished ground elevation, by Cecil W. Combs and Marjorie R. Combs, or survivor, or their successors or assigns, or their designated representative, should any of the aforesaid persons, the same being Cecil W. Combs and Marjorie R. Combs, or survivor, or their successors or assigns or their designated representative fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of said structure or the making of such placement, alterations, additions, or enlargement has been instituted prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

14. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until MARCH 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

15. If the parties hereto, or any of them, or their heirs, successors, assigns or representative 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 tract, his representatives or assigns, 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 and to recover damages and other dues for such violation, including all costs of said prosecution.

16. Invalidation of any one of these covenants or any part thereof by judgment of Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

As owners, platters, subdividers and encumbrancers of said real property, personally appeared the undersigned:

Cecil W. Combs
Cecil W. Combs

Marjorie R. Combs
Marjorie R. Combs



TERRE HAUTE MUTUAL SAVINGS ASSOCIATION
BY: Angel L. Sparks
Angel L. Sparks, Secy. Vice-President

ATTEST: James R. Lear
Secretary-Treas. James R. Lear

William E. Mayne
William E. Mayne

Nancy F. Mayne
Nancy F. Mayne

Dale F. McKee
Dale F. McKee

Nancy J. McKee
Nancy J. McKee