THE W. PT. of S. HALF of BLOCK 7 & ALL of BLK. 8 - MILLER TERRACE

#31460

A part of lots 18 and 19 in Administrator's Subdivision of Blocks 2,7, the south half of Lot 9, Lots 10, 11, 14, 15, and the West half of Lot 16 in Shanklin's Subdivision of the S.W. ¼ of Section 28-6-10 described as follows:

Commencing at the intersection of the center line of E. Powell Ave. with the West Line of said Lot 19, thence North along said West line 495 ft.; thence East 328.97 ft. to the West line of Lot 17, being also the East line of Lot 19; thence South along said line 165 ft. to the S.W. cor. of Lot 17; thence East 0.81 ft.; thence South parallel to the west line of lot 19, 329.67 ft. to the center of E. Powell Ave.; thence West 330 ft to the place of beginning.

STATE OF INDIANA, VANDERBURGH COUNTY, SS:

Before me, a notary public in and for said State and County, the undersigned owners of property personally appeared and acknowledged the execution of this plat.

The National City Bank Of Evansville, K. O. Henke, Assistant Cashier. (Corp Seal)

Evansville Realty Company, Inc. by Jos. F. Bartholome, Sec.-Treas. (Corp Seal)

Witness my hand and seal this 27th day of September, 1941.

My commission expires: Dec. 12.1942. (Seal) Virginia R. Baker, Notary Public

The undersigned Surveyor and Civil Engineer hereby certifies that the above plat is a correct drawing of a survey made according to the above description.

(Seal) Charles E. Day, Civil Engineer & Surveyor

Charles E. Day, Professional Engineer, Registered No. 2060, State of Indiana.

Approved by City Plan Commission of Evansville, Ind. Oct. 6, 1941. Plat Record No. 1 Page 76.

L. E. Rauscher, Pres. A. W. Hartig, Sec'y.

RESTRICTIONS

A. All lots in the tract shall be known and described as residential lots, no exceptions. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, or one detached two-family dwelling, not to exceed two and one-half stories, in height and a private garage for not more than two cars.

B. 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 25 feet to the front lot line, nor nearer than 12½ feet to any side street line. No building except a detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 35 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet at the front building setback line, as shown on the recorded plat.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.

E. No person not of the white race shall own, rent or take possession of any lot or building thereon. No race or nationality other than those for whom the premises are intended, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

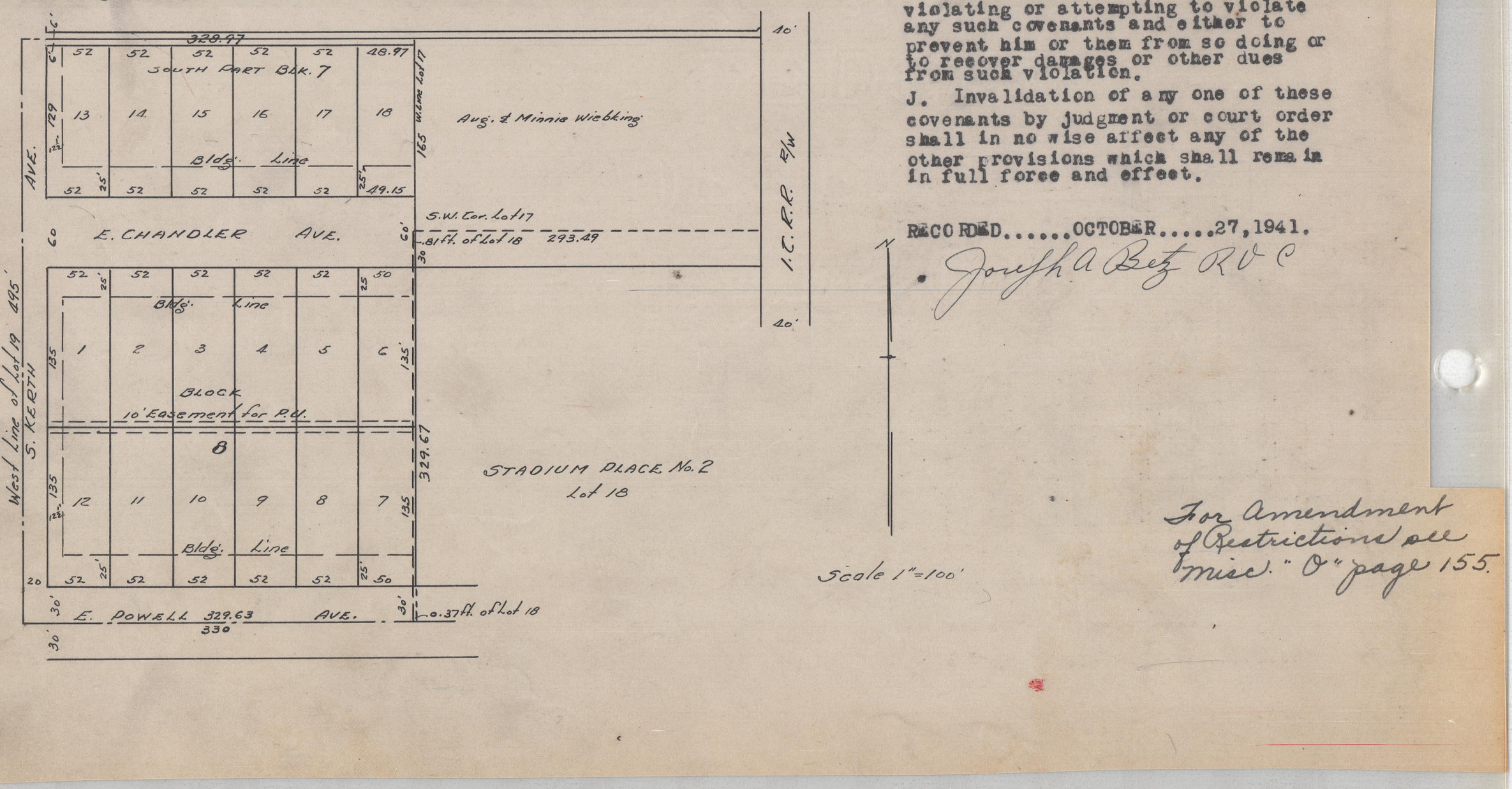
F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than $3,500.00 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 650 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, two or two and one-half story structure.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

I. 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 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 covenants and either to prevent him or them from so doing or to recover damages or other dues from such violation.

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



RECORDED.....OCTOBER.....27, 1941.

Joseph A Betz R.D.C.

For Amendment of Restrictions see Misc. "O" page 155.