DESCRIPTION AND RESTRICTIONS OF ROYAL OAKS CONTINUED FROM PAGE 255.

The lots, streets, easements and building lines in this subdivision are shown on the drawing and plat thereof and said lands are subject to the following restrictions and each of them, each of which is declared to be a covenant running with the land, to-wit:

1. All lots in this subdivision shall be used only for the purposes authorized by the provisions of the Zoning Code or Ordinance of the City of Evansville, Indiana, with reference to the uses permitted by said Zoning Code or Ordinance in a B residence district as defined in said Code or Ordinance.

2. All buildings erected on lots in this subdivision shall be located on said lots only in the manner authorized by the provisions of the Zoning Code or Ordinance of the City of Evansville, Indiana, with reference to the location of building on said lots permitted by said Zoning Code OR Ordinance in an A-Heights and Area District, as defined in said Code or Ordinance; PROVIDED, HOWEVER, that if the set back lines and easements located upon the drawing of this plat are strieter than the provisions of said Code or Ordinance then the set back lines and easementts as provided thereby in and for this plat shall prevail and control.

3. No lot shall be re-subdivided contrary to the applicable Use and Heights and Area Provisions of the Zoning Code or Ordinance of the City of Evansville then prevailing. PROVIDED, HOWEVER, that the provisions of Paragraphs 1,2, and 3 hereof may be altered, changed or modified in the manner provided by the laws of the State of Indiana or the Ordinance of the City of Evansville as the same now exist or as they may be amended or modified hereafter.

4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which maybe or become an annoyance oR nuisance to the neighborhood.

5. No lot or improvement in this subdivision shall ever be sold, leased or rented to, or contracted to be sold to, any person who is not of the Caucasian race, nor shall any building erected thereon be used or occupied by any person who is not a Caucasian, except only that any person of any race may occupy said premises as a domestic servant employed by a Caucasian owner or tenant.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No structure shall be moved on to any lot unless it meets with the approval of the Committee hereinafter referred to, or if there is no Committee, such structuRe shall conform to and be in harmony with existing structures in such sub-division.

8. No building shall be erected and located on any lot in this subdivision until the building plans, specifications and plot plan, 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, shall have been approved by a committee of three persons, who need not be lot owners, elected by the owners of a majority of the lots in said subdivision, each lot to represent one vote.

Said Committee shall be elected for the term and shall have the powers, rights and duties herein set out:

The first committee shall be elected before January 1,1942, and its election certified by a written instrument signed and acknowledged by the owners of a majority of the lots in said subdivision, duly recorded in the miscellaneous Records in the office of the Recorder of Vanderburgh County, Indiana. It shall continue to act until its successors shall be elected, and said fact similarly certified and recorded; and the failure to certify and record, at any time, the election of any successors shall be prima facie evidence that the committee whose election and certification has last been recorded constitutes the existing qualified and acting committee.

The committee shall be elected again in the month of December, 1943, and in each bi-annual thereafter, by the then owners of a majority of the lots in said sub-division. It shall be a continuing body and continue to exist until the first day of January, 1965, or until the last lot shall have been built upon, if that date is earlier, at which time its powers shall cease.

No building shall be erected on any lot which shall cost less than $3500.00, exclusive of a garage or permissible out building.

PROVIDED that the committee may waive this last provision at any time after January 1,1943, provided that the building plans and specifications disclose that the house to be build will conform as to plans and specifications and external design with the then existing structures than standing and occupied in the subdivision.

PROVIDED FURTHER, that the Committee shall not have the power at any time to approve the plans and specifications of any building, to be erected on any lot which shall cost less than $3,000.00 exclusive of a garage or permissible out building.

9. A perpetual easement is reserved over the five (5) feet of each lot for utility installation and maintenance.

10. Until such time as a sanitary sewer system, serving said tract, shall have been constructed, a sanitary septic tank shall be installed for each dwelling erected in the tract; such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health and no other sanitary provisions or device for sewer disposal shall be installed in said tract.

11. These restrictions are to run with the land, and shall be binding on all the parties and all persons claiming under them until January 1,1965, at which time said restrictions shall terminate unless renewed for a definite term by the committee provided for in Restriction No. 8.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, or during any extended term thereof, it shall be lawful for any other person or persons owning a lot or lots in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover any damages sustained or both.

13. In case any one of these covenants or restrictions should be declared invalid by the judgment or order of any court, such invalidation shall in no way affect any of the other provisions, and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Earl Suddoth, Trustee, as aforesaid, owner and proprietor and pursuant to the aforesaid trust, has executed the aforesaid plat including the above drawing and the attached restrictive covenants, at Evansville, Vanderburgh County, Indiana, on this 30th day of December, 1941.

Earl Suddoth, Trustee

STATE OF INDIANA, VANDERBURGH COUNTY: SS

Before me the undersigned, a notary public in and for said County and State, appeared the aforesaid Earl Suddoth, Trustee, to me personally known, on this 30th day of December, 1941, and acknowledged the execution of the aforesaid plat, including the above drawing and the attached restrictive covenants as and for his voluntary act and deed as Trustee pursuant to the trust therein designated and identified.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed my official seal at Evansville, Indiana on this 30th day of December, 1941.

Charles M. LaFollette, Notary Public

My commission expires: October 14,1944. (Seal)

RECORDED.....JANUARY.....10,1942.

Joseph A Betz. R O C