EVANSVILLE HOMESITES ADDITION
RESTRICTIONS

A. All lots in the tract shall be known and described as residential lots, 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 stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or 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.

C. No building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than twelve and one-half feet to any side street line. No building, except a garage or other outbuilding located one hundred feet or more from the front lot line, shall be located nearer than five feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than forty feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot which plot has an area of less than six thousand square feet, nor a width of less than forty-five feet at the front building set back line as shown on the recorded plat.

E. 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.

F. No person or persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. 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.

H. No singlefamily dwelling costing less than Twenty-five Hundred Dollars ($2,500.00), or two-family dwelling costing less than Five Thousand Dollars ($5,000.00) 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 six hundred square feet in the case of a one story structure nor less than five hundred square feet in the case of a one and one-half or two story structure.

I. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1,1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

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

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

RECORDED.....APRIL.....8,1942.

Joseph A Betz RVC