ARMORY HEIGHTS

#41309

A Subdivison of part of the Northwest Quarter of the Northeast Quarter of Section 28-6-10 Described and bounded as follows: Commencing at the Southeast corner of said quarter quarter section and extending thence west along the south line thereof 329.05 feet; thence north 325.8 feet; thence east 329.44 feet; thence South 326.0 feet to the place of beginning.

STATE OF INDIANA)
VANDERBURGH COUNTY) S.S.

Before me, the undersigned notary public in and for said State and County, personally appeared the owner and subdivider, and acknowledged the execution of this plat and restrictions hereto attached.

Earl H. Suddith

As Trustee to carry out the duties set forth in a certain deed to him from R. W. D. Corporation, dated April 7, 1942.

WITNESS MY HAND AND SEAL THIS 7th day of April 1942.

(Seal) Marie L. Adams, Notary Public

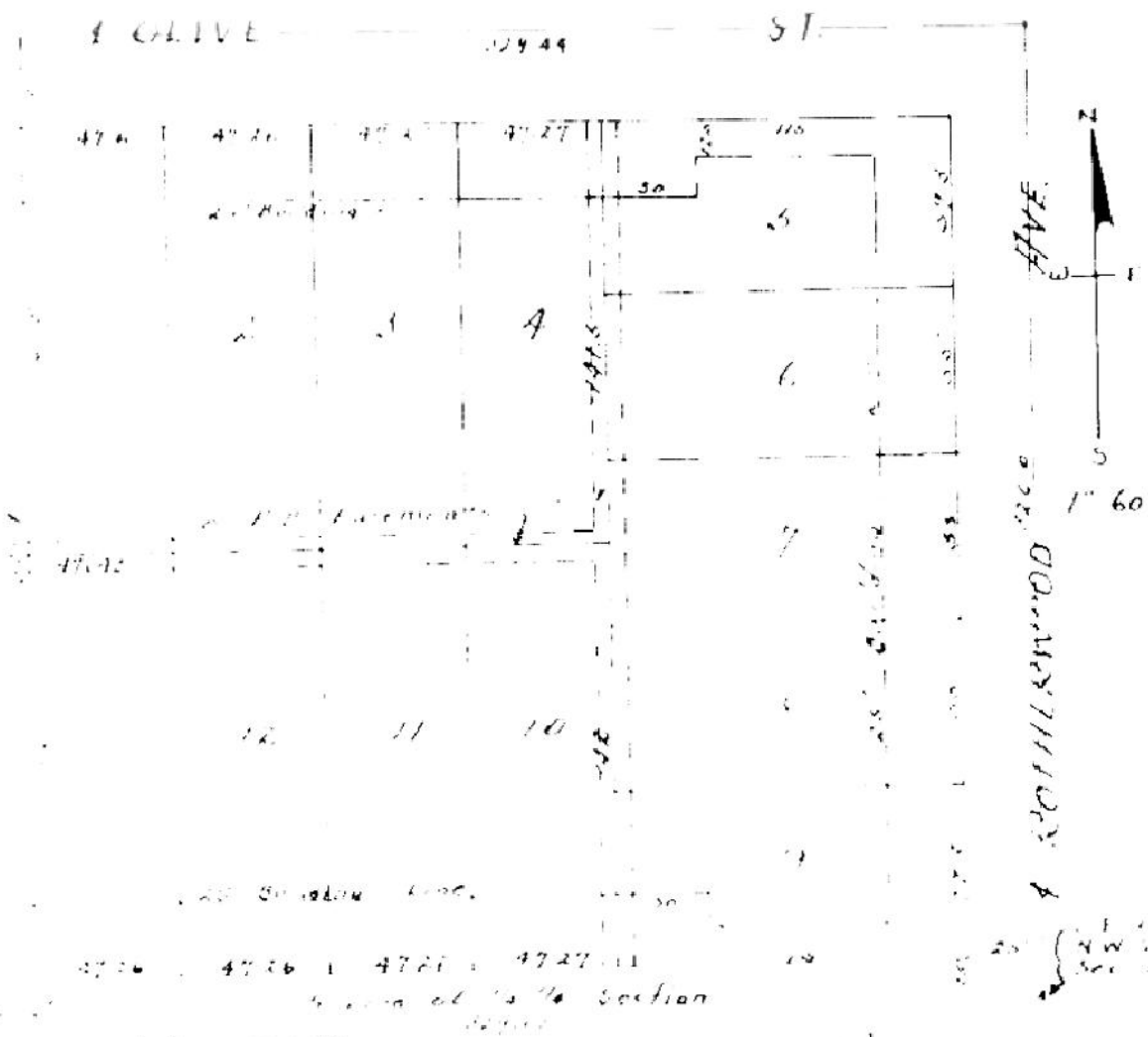
My Commission expires October 30,1945.

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

(Seal) Charles A. Day,
Civil engineer and
Surveyor

Charles A. Day, Professional Engineer
Registered No. 5060 State of Indiana

Approved by City Plan Commission of Evansville, Ind. April 14 1942. Plat Record No. 1 page 87
Harry C. Fitzgerald, Pres.
C. W. Hartig, Secty.



PROTECTIVE COVENANTS

1. All lots in the addition shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to be made on any residential building plot other than one detached single-family dwelling or one attached two-family dwelling, neither to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be located nearer to the front lot line than the building set back lines shown on the recorded plat. No building except a garage or other outbuilding of similar nature located one hundred feet or more from the front lot line shall be located nearer than five feet to any side lot line.

3. No temporal or other structure shall be erected or placed on any building plot which shall have a floor area of less than fifteen hundred (1500) square feet nor a width of less than forty-seven feet at the front building line.

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

5. 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.

6. No single-family dwelling costing less than $6,000.00 and a two-family dwelling costing less than $8,000.00 shall be placed on any lot which fronts on Rosemary Avenue or Walnut Street, nor shall any single-family dwelling costing less than $4,000.00 or a two-family dwelling costing less than $6,000.00 be placed on any lot fronting on Olive Street.

7. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

8. These covenants shall 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 extended automatically 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 said covenants in whole or in part.

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 the said development or subdivision or any other person or persons owning any real property situate within a radius of fifteen hundred feet from the said subdivision 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 or to recover damages or other dues for such violation.

10. Invalidation of any 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.....APRIL .....17,1942.