(CRESTWOOD CONTINUED FROM PAGE 271)

RESTRICTIONS

1. All lots in this tract shall be used for residential purposes only, and no commercial business shall be conducted or operated on any of said lots in this subdivision.

2. No structure shall be erected, altered, placed or permitted to remain upon lots One (1) to Four (4), both inclusive, and upon lots Twenty-six to Forty-one (41), both inclusive, other than one detached single family dwelling, not exceeding two and one-half stories in height, and a private garage for not more than two cars. On all other lots in this subdivision, no structure shall be erected, altered, placed or permitted to remain other than one detached single or two family dwelling, not exceeding two and one-half stories in height, and a private garage for not more than two.

3. All structures altered, erected or placed upon any lot in this subdivision shall be made to conform and harmonize with existing structures upon other lots in said subdivision as to external design and location.

4. 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 lot nearer than thirty (30) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, excepting, however, that on all building lots abutting Stringtown Road no building shall be located nearer than thirty-five (35) feet to the front line, nor nearer than fifteen (15) feet to any side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

5. No residential structure shall be erected or placed upon any building plot, which plot has an area of less than four thousand, five hundred (4,500) square feet or a width of less than forty (40) feet at the front building setback line.

6. 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.

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

8. No dwelling costing less than three thousand dollars ($5,000.00) shall be permitted on any lot in the subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred seventy-two (672) square feet in the case of a one-story structure; nor less than four hundred eighty (480) square feet in the case of a one and one-half, two, or two and onehalf story structure.

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

10. No persons of any race other than the Caucasian race shall use, occupy or own any building or any lot in this subdivision, except that this shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

11. No owner or owners of any lot in this subdivision shall ever contest the validity of a certain ordinance adopted by the Common Council of the City of Evansville, Indiana, annexing the territory occupied by this subdivision to said City of Evansville; nor shall they ever contest the regularity of the proceedings of said Common Council in passing the aforesaid ordinance.

12. 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 ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

13. The conditions and restrictions herein set forth and specified may be enforced by injunction or other appropriate legal proceedings which may be instituted by the grantor or its successors or assigns, and any owner or owners of a lot within this plat may so enforce these restrictions as to the use of any other of the lots platted in this subdivision, which use may be in violation or attempted violation of these covenants and restrictions, or any one hereof.

14. Invalidation of any one of these Covenants by judgment, judicial decree or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

RECORDED.....MAY.....16,1942.

Joseph A Betz RVC