#44616

Consisting of the South and East halves of Block "B" and the South half of Block "C", and all the remaining part of the Northwest quarter of the Northeast quarter of Section 34 Township 6 South Range 10 West not previously platted.

Widths of Streets, Easements, and Building Lines, letters of Blocks and numbers of Lots and their dimensions are as shown on the plat below.

William Ross,
Catherine B. Ross
Edwin R. Grafe
Bernice H. Grafe
As Proprietors

STATE OF INDIANA )
)S.S.
VANDERBURGH COUNTY )

Before me, a notary public, in and for said county and state, personally appeared as proprietors, William Ross, Catherine B. Ross, Edwin R. Grafe, Bernice H. Grafe and acknowledged the execution of this plat.

Lyda Toth, Notary Public

Witness my hand and notarial seal this 8th day of June, 1942.

My commission expires October 31,1943. (Seal)

The undersigned civil engineer and surveyor hereby certifies that this is a correct plat of a survey made according to the above description.

(Seal)

W. Mack Saunders

W. M. Saunders, Professional Engineer
Registered No. 972
State of Indiana

NOTE:
All distances shown on curves are chord measurements.

Approved by City Plan Commission of Evansville, Ind. Jun 12,1942.
Plat Record No. 1 page 92
Harry J. Fitzgerald, Pres.
A. W. Hartig, Sec'y.

Amended Restrictions Record D. Page 342
See Misc Book 3

PROTECTIVE COVENANTS FOR EASTWOOD SUBDIVISION - Section B

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of 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.

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

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.

A All lots in the tract shall be known and described as residential lots, except Outlot #1 which may be used for retail business or commercial purposes. Lots one (1) to nine(9) inclusive, in Block B and Lot one (1) in Block A in Section "A" are lots upon which only detached single family dwellings may be built.

B No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than a dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars per family unit.

(CONTINUED ON PAGE 278)