contained shall affect any structure now existing upon any real estate in said Subdivision. No pier or dock shall be constructed or permitted in said lake except as provided in paragraph 17 hereof.

4. Any residence built upon any lot in the Subdivision shall be of high grade, standard type of construction, and if of only one story shall have not less than nine hundred fifty (950) square feet of inside floor space on the ground floor, that is to say, on the floor above any basement; of if of more than one story, the first story of such residence(above any basement floor) shall have not less than eight (800) square feet of inside floor space; but servants' quarters, guest houses, playhouses, garages, private greenhouses or barns may be constructed and maintained on any lot in said Subdivision, provided only that any such structure must be of suitable standard type of construction.

5. No trailer, basement, tent, outbuilding, shack, garage, barn, or structure of any kind erected on any lot or lots in said Subdivision 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. Until such time as a sanitary sewer system shall have been constructed in the Subdivision, a sanitary septic tank shall be installed for each dwelling erected in the Subdivision, such septic tank to be of such type and construction and so located on the individual lots as to meet the requirements of the Indiana State Board of Health. No sanitary provision or device for sewage disposal shall be installed or permitted to remain in said Subdivision unless of a type approved by the said State Board of Health. Nothing contained herein shall prevent the construction of a cess pool or other similar device for the purpose of caring for or disposing of the overflow from the septic tank or kitchen sink. No sewage or waste water of any kind shall be discharged into the lake; PROVIDED, however, that nothing herein contained shall require the removal or prevent the use of any existing sewage or waste water disposal system or installation.

7. No livestock, domestic animals, or poultry shall be allowed or permitted to be kept or raised on any lot or lots in said Subdivision; PROVIDED, however, that nothing herein contained shall prevent the owner of any lot from keeping any house-pet thereon, or from keeping ponies and saddle-horses - not to exceed three (3) in number; PROVIDED, further, however, that any structure used to stable any horse or pony shall not be located nearer than twenty-five (25) feet to the side line of any lot; PROVIDED further, however, that nothing herein contained shall prevent the owner of any lot from keeping not more than ten (10) ducks thereon.

8. The ownership and occupancy of all or any lots and residences in said Subdivision are forever restricted to members of the white race; PROVIDED, however, that a white tenant or owner of any lot or lots may permit his domestic servant or servants, not of the white race, to occupy a room or rooms in his said residence building or his garage during the time of such domestice service.

9. The park, dam, roadway and lake as designated upon the plat (referred to below as property owned in common) are the common property of all lot owners of this Subdivision as tenants in common, and their respective interests therein shall be appurtenant to and shall pass with conveyances of each and every lot in said Subdivision whether referred to in such conveyances or not; PROVIDED, however, that "Drive No. 1" (as designated upon said plat) shall be for the exclusive use of the owners of Lot No. 7 and Lot No. 8 and the cost of constructing and maintaining said "Drive No. 1" shall at all times be borne by the owners of said Lot No. 7 and Lot No. 8 equally; PROVIDED, further, however, that "Drive No. 2" (as designated upon said plat) shall be for the exclusive use of the owners of Lot No. 20 and Lot No. 21 and the cost of constructing and maintaining said "Drive No. 2" shall at all times be borne by the owners of said Lot No. 20 and Lot No. 21 equally; PROVIDED, further, however, that "Drive No. 3" (as designated upon said plat) shall be for the exclusive use of the owners of Lot No. 13 and Lot No. 14 and the cost of constructing and maintaining said "Drive No. 3" shall at all times be borne by the owners of said Lot No. 13 and Lot No. 14 equally; PROVIDED further, however, that the "Roadway" (as designated upon said plat) shall be for the exclusive use of the owners of all of the lots in said Subdivision and of any person or persons owning real estate abutting upon such "Roadway", their successors or assigns.

10. The cost of maintenance, care, repair and general upkeep of said lake, dam, "Roadway", and park, shall be borne by the said lot owners in the following proportions, to-wit:

Lot No. 1, 4/100ths; Lot No. 2, 5/100ths; Lot No. 3, 6/100ths; Lot No. 4, 5/100ths; Lot No. 5, 5/100ths; Lot No. 6, 4/100ths; Lot No. 7, 7/100ths; Lot No. 8, 7/100ths; Lot No. 9, 2/100ths; Lot No. 10, 4/100ths; Lot No. 11, 5/100ths; Lot No. 12, 6/100ths; Lot No. 13, 1/100ths; Lot No. 14, 3/100ths; Lot No. 15, 2/100ths; Lot No. 16, 5/100ths; Lot. No. 17, 8/100ths; Lot No. 18, 9/100ths; Lot No. 19, 2/100ths; Lot No. 20, 7/100ths; Lot No. 21, 3/100ths;

and such cost of same in said proportions shall be a lien upon the respective lot or lots herein until fully paid. The owners of a majority of the numbered lots shall agree in writing whenever in the opinion of said majority, work should be done on the dam, or other work affecting the entire lake or lake level or safety of the lake, or improvement of the park or "Roadway" and such work shall be done as they may so authorize or direct and the cost thereof shall be borne and paid as aforesaid; PROVIDED, however, that if said cost is borne by one or more owners of lots, the other owners shall reimburse them for their said proportionate shares within sixty (60) days, and such proportionate shares, if not paid within said sixty (60) days period, shall become a lien against said lot or lots and the amount of said proportionate shares shall draw interest at the rate of six per cent (6) per annum, to which shall be added reasonable attorney's fees in case suit is instituted to collect the same; PROVIDED further, however, that said lien upon said lot or lots shall be inferior and subordinate to any and all mortgages now or later existing upon such respective lot or lots.

11. The owners of a majority of the numbered lots in said Subdivision shall agree in writing as to the amount and kinds of insurance to be carried upon the property owned in common and upon the joint owners thereof insuring said joint owners against any and all forms of public liability, and shall purchase the same for the protection of all of the owners of lots in said Subdivision and the cost thereof shall be borne by all of the said lot owners in the proportions stated in Paragraph 10 above, and such proportionate cost of same shall be a lien upon the numbered lot or lots herein until fully paid; PROVIDED, however, that said cost lien upon each lot shall be inferior and subordinate to any and all mortgages now or later existing upon such respective lot.

12. There shall be no hunting with firearms or otherwise upon the lake or any of the real estate included within said Plat.

13. No motor power driven boat and no boat more than sixteen (16) feet in length shall be permitted or allowed upon the waters of said lake. Not more than four (4) boats belonging to any lot owner or his guests shall be permitted upon the lake at any time.

14. No lot owner shall have more than one float or raft upon the lake at any time and any such float or raft shall be retained not more than seventy-five (75) feet from the shore line of the lake and only in the area of the lake abutting the lot owners' real estate.

15. Not more than (6) guests of any lot owner shall be permitted to fish upon the lake at any one time, and no lot owner shall permit any guest to fish upon the lake unless he, or some adult member of his household, is present at said time.

16. All lot owners shall keep their lots free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse, and must keep their premises clean and free of weeds and other objectionable matter at all times.

17. Since Lot No. 1 does not abut upon the Lake, the owner of said Lot shall have the right of ingress and egress to the Lake over the dam and the right to construct a pathway and steps thereon and to maintain a boat dock or pier in the Lake extending not to exceed twenty (20) feet from the dam; PROVIDED, however, that said owner shall not damage said dam and shall make any repairs necessary if he should cause any damage to the dam.

18. The parties hereto, their successors or assigns may , at any time hereafter, by a written instrument or instruments, signed and acknowledged by the owners of at least three fourths (3/4th) of the numbered lots in said Subdivision and recorded in the Office of the Recorder of Vanderburgh County, Indiana, change, modify, or revoke any or all of the foregoing restrictions and conditions, but no change or modification of the foregoing restrictions may be so made unless the owners of at least three-fourths (3/4ths) of the lots in said Subdivision shall consent thereto in writing and unless such written consent shall be acknowledged and recorded in the Office of said Recorder of Vanderburgh County, Indiana

(RESTRICTIONS CONTINUED ON PAGE 127)