168

REPLAT OF WALNUT PARK

#8849 A Subdivision of Part of Lot 6 of Bierbower's Subdivision of East One-Half of Northwest Quarter and 20 acres off west side of the Northeast Quarter Section 28, Township 6 South, Range 10 West.

(The undersigned Civil Engineer and Surveyor hereby certifies that the above plat is a correct drawing of a survey made according to the above description.) Charles E. Day.

STATE OF INDIANA SS
VANDERBURGH COUNTY

Before me, a notary public in and for said State and County, Walter W. Williams owner and subdivider personally appeared and acknowledged the execution of this plat.

Walter W. Williams (Owner and Subdivider)

Witness my hand and seal this 6 day of Sept. 1939.

James W. Reynolds, Notary Public

My commission expires July 20th, 1942. (Seal)

Approved by City Plan Commission of Evansville, Ind. on condition that survey is correct Sep. 7, 1939. Plan Record No. 1 Page 30. H. M. Dickman, Pres. A. W. Schoettlin, Sec'y.

Surveyed and platted by Charles E. Day, C. Engr.
Charles E. Day, Professional Engineer, Registered No 2060, State of Indiana (Seal)

WALNUT PARK SUBDIVISION

a. All lots in this tract shall be known and described as residential lots, and no structure shall be erected dential building plot other than one detached single-family dwelling not to exceed two stories n a one or two car garage.

shall be erected on any residential building plot nearer than 25 feet to nor farther than he front lot line, nor nearer than 5 feet to any side lot line. The side line restriction pply to a garage located on the rear one-quarter of a lot, except that on corner lots no hall be permitted nearer than 12.5 feet to the side street line.

ial lot shall be resubdivided into building plots having less than 6000 square feet of area or less than 45 feet each at the building line, nor shall any building be erected on any building plot having an area of less than 6000 square feet or a width at the building line

or offensive trade shall be carried on upon any lot nor shall anything be done thereon which become an annoyance or nuisance to the neighborhood. No intoxicating liquors may be manufactured these premises.

or the white race shall own, rent or take possession of any lot or buildings thereon. No tionality other than those for whom the premises are intended, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

f.) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used for residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

g.) No structure shall be moved onto the tract. It is the intent of these covenants that all buildings shall be new on the building site, except that it rests with the architectural committee hereinafter referred to, to approve the use of buildings previously erected or placed upon some other site within or without the tract. In the event there is no committee, it shall be the duty of the Plan Commission of Evansville, Indiana, to enforce this covenant, and to insure that all buildings placed on the tract are in harmony with existing structures in the tract.

h.) No building shall be erected, placed or altered on any building plot in this subdivision until the design and location thereof have been approved in writing by a committee appointed by the subdivider or owners of a majority of the area of lots in this subdivision. However, in the event such committee is not in existence at the time plans are submitted for approval or disapproval as herein provided, such approval will not be required, provided the design and location of the lot conform to and are in harmony with the existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than $3,000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 650 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half or two story structure.

i.) A perpetual easement is reserved over the rear five feet of each lot not served with a public alley for utility installation and maintenance.

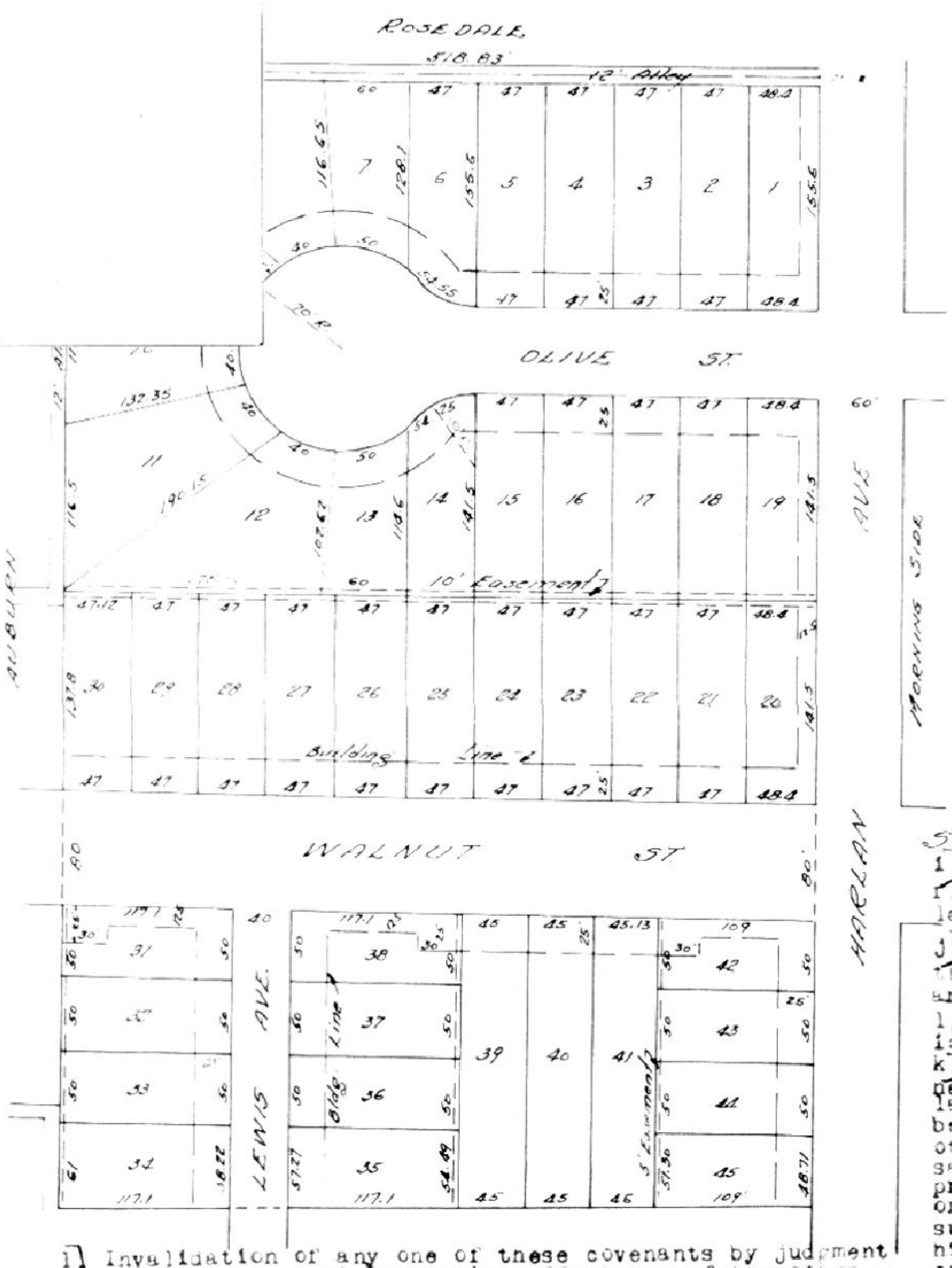
j.) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall terminate.

k.) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

l.) 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.....SEPTEMBER.....11, 1939.

Smith & Butz RVC



For Affidavit see Misc. Record 11, page 261.

For easement Applying to Lot 32
See Deed Drawer 12 card 1349

For easement Applying to Lot Pt 30
See Deed Drawer 9 card 7782