REPLAT OF WALNUTSHIRE

#12415 A Subdivision of part of 9.94 Acres off the East side of the Northwest Quarter of the Northeast Quarter of Section 27 Township 6 South, Range 10 West described as follows:

Commencing at the southeast corner of said quarter quarter section, thence west 326.13, feet thence north 1330.95 feet to the north line of said quarter quarter section, thence east 325.12 feet to the northeast corner of said quarter quarter section, thence south 1331.05 feet to the place of beginning.

STATE OF INDIANA)
VANDERBURGH COUNTY)S.S.

Before me, a Notary Public in and for said State and County, the undersigned owners and subdividers personally appeared and acknowledged the execution of this plat.

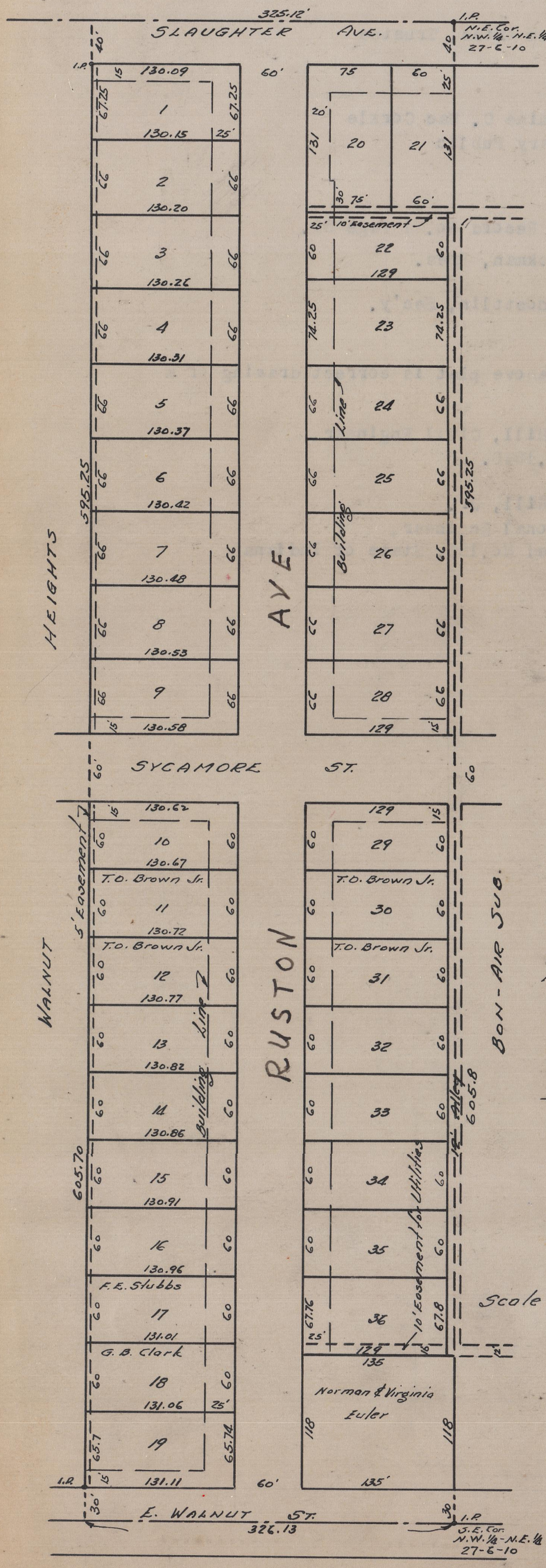
Thomas C. Brown, Jr. — Clifford Daugherty
Mildred M. Brown — Mary M. Daugherty
George B. Clark — Floyd E. Stubbs
Reva E. Clark — Evelyn L. Stubbs

Witness my hand and seal this 3 day of Dec. 1940.
Addie A. Roller, Notary Public
My commission expires Oct. 4,1942. (Seal)

Charles E. Day, Civil Engineer and Surveyor. 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
(Seal)
Charles E. Day, Professional Engineer
Registered No.2060-State of Indiana

Approved by City Plan Commission of Evansville, Ind. Dec. 5,1940.
Plat Record No. 1 Page 55. H. M. Dickman, Pres,-A, W. Schoettlin, Sec'y.



Scale 1"=100'

RESTRICTIONS GOVERNING THE REPLAT OF WALNUTSHIRE

THIS AGREEMENT, made and entered into on this 9 day of December, 1940, by and between Clifford P. Daugherty and Mary M. Daugherty, husband and wife, and Evelyn L. Stubbs and Floyd E. Stubbs, husband and wife, and George B. Clark and Reva E. Clark husband and wife, and Thomas C. Brown Jr. and Mildred M. Brown, husband and wife, WITNESSETH:

THAT,WHEREAS, on or about July 10,1940, Clifford P. Daugherty and Mary M Daugherty, were the owners of a parcel of land described as:

9.94 acres taken from the East side of the northwest quarter of the northeast quarter of section 27, township 6 south, range 10 west, being a strip 4.93 chains in width on Slaughter Avenue and having a depth of 20.12 chains, excepting therefrom a parcel described as commencing at a point on the north line of Walnut Street at its intersection with the East line of said quarter quarter section, thence north 118 feet, thence west 135 feet, thence south 118 feet to the north line of Walnut Street, thence East 135 feet to the beginning,

upon which there was laid out and platted by them a subdivision known as "Walnutshire," which said subdivision was approved by the City Plan Commission of Evansville, Indiana on August 7,1940, and recorded in Plat Record H, page 196 of the Plat Records of Vanderburgh County, Indiana and

WHEREAS, since said time the said Clifford P. Daugherty has sold certain of the lots in said subdivision to Evelyn L. Stubbs and Floyd E. Stubbs husband and wife, and George B. Clark and Reva E. Clark, husband and wife, and Mildred M. Brown and Thomas C. Brown, Jr. husband and wife, and

WHEREAS, by agreement among the parties hereto, the subdivision of Walnutshire was replatted and that said replatted subdivision was duly approved by the City Plan Commission of EVANSVILLE, Indiana, on December 5, 1940, and that said replat of Walnutshire was recorded in Plat Record H at page 207, of the Plat Records of Vanderburgh County, Indiana, and

WHEREAS, the original plat of Walnutshire did not provide for any restrictive covenants, and

WHEREAS, it is the desire of the contracting parties hereto, who are the owners of all of the lots in the replat of Walnutshire, that said replat of Walnutshire should be governed by restrictive covenants,

NOW,THEREFORE, in consideration of the pRemises, and in consideration of the sum of One Dollar ($1.00) in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, it is agreed by and among them as follows, to-wit:

(a) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

(b) No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines shown on the recorded plat of the replat of Walnutshire. No building shall be located nearer than 5 feet to any side lot line except that the side lot line restrictions shall not apply to a detached garage or other outbuilding located one hundred(100) feet or more from the front line of any lot.

(RESTRICTIONS CONTINUED ON PAGE 209)

(RESTRICTION OF RE-PLAT OF WALNUTSHIRE CONTINUED FROM PAGE 207)

If any owner of any property in this subdivision shall own two or more adjoining lots, then the side lot line restrictions shall apply only to the outer boundaries of the property owned by such person. No residence or attached appurtenance shall be erected on any lot farther than thirty-five(35) feet from the front lot line.

(c) No residential structure shall be erected on any building plot, which plot has an area of less than seventy-seven hundred (7700) square feet nor a width of less than sixty(60) feet at the front building setback line.

(d) 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.

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

(f) 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.

(g) No dwelling costing less than $3000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 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, two or two and one-half story structure.

(h) Easements affecting lots numbered one(1) to thirty-six(36),both inclusive, are reserved in the widths and at the locations as shown on the recorded plat and are reserved for utility installation and maintenance.

(i) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to property and setback lines, by a committee composed of three(3) persons, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such Committee, nor its designated representatives shall be entitled to any compansation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1,1945. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon,, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(j) These covenants are to run with the land and shall be binding on all the 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 years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(k) Until such time as a sanitary sewer system shall have been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract; such septic tank shall be of type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

(l) 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 for such violation.

(m) 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.

IN WITNESS WHEREOF, the above named contracting parties and each of them have hereunto set their respective hands and seals on the day and year first above set out.

Evelyn L. Stubbs (Seal)
Floyd E. Stubbs (Seal)
George B. Clark (Seal)
Reva E. Clark (Seal)
Thomas O. Brown Jr. (Seal)
Mildred M. Brown (Seal)
Clifford P. Daugherty (Seal)
Mary M. Daugherty (Seal)

STATE OF INDIANA)
)SS:
VANDERBURGH COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Clifford P. Daugherty and Mary M. Daugherty, husband and wife, who acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 9th day of December, 1940.

My commission expires: May 2nd, 1944. (Seal) Walter N. Martin, Notary Public

(CONTINUED ON PAGE 210)

STATE OF INDIANA)
) SS:
VANDERBURGH COUNTY)

(CONTINUED FROM PAGE 209)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Evelyn L. Stubbs and Floyd E. Stubbs, husband and wife, who acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 9th day of December, 1940.
My Commission expires: May 2nd, 1944. (Seal) Walter N. Martin, Notary Public

STATE OF INDIANA)
) SS:
VANDERBURGH COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named George B. Clark and Reva E. Clark, husband and wife, who acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 9 day of December, 1940.

Walter N. Martin,
Notary Public

My commission expires:
May 2nd, 1944. (Seal)

STATE OF INDIANA)
) SS:
VANDERBURGH COUNTY)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Thomas O. Brown, Jr. and Mildred M. Brown, husband and wife, who acknowledged the execution of the foregoing instrument to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 9th day of December, 1940.

My commission expires: May 2nd, 1944. (Seal) Walter N. Martin, Notary Public

RECORDED.....DECEMBER.....9,1940.

Joseph A Betz RVC