RESTRICTIONS OF REPLAT OF VANN ESTATE

AMENDED CONDTIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS FOR VANN ESTATE

THIS INDENTURE WITNESSETH, THAT:

WHEREAS, In May, 1939, Ida A. Vann, unmarried, Susie M.Vann, unmarried, Hattie A. Warner and Fred B. Warner, her husband, Eliza Ellen Schriber and Robert A. Schriber, her husband, Arthur T. Vann and Anneke Jans Vann, his wife, Walter E. Vann and Eva J. Vann, his wife, were the owners of certain property located in the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-seven(27), Township Six (6) South, Range Ten (10)West, lying adjacent to the City of Evansville, in Knight Township, Vanderburgh County, Indiana, and more particularly described as follows:

That part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-seven(27), Township Six (6) South, Range Ten (10) West, described as follows:

Beginning at the northwest corner of said quarter/section and running thence east along the north line of said quarter quarter section for a distance of one thousand one hundred ninety (1190) feet, thence south and parallel with the east line of said quarter quarter section for a distance of two hundred seventy-five (275) feet, thence east and parallel with the north line of said quarter/quarter section for a distance of one hundred sixty-three (163) feet to the east line of said quarter quarter section, thence south along the east line of said quarter quarter section for a distance of one thousand fifty-two and four tenths (1052.4) feet to the southeast corner of said quarter quarter section, thence west along the south line of said quarter quarter section for a distance of one thousand two hundred eighty-two and sixty-six hundredths (1282.66) feet to a point which is forty-eight and eighty-four hundredths(48.84(feet east of the southwest corner of said quarter quarter section, thence north for a distance of one hundred eighty (180) feet to a point which is forty-nine and fifteen hundredths (49.15) feet east of the west line of said quarter quarter section, thence west and parallel with the south line of said quarter quarter section for a distance of forty-nine and fifty-four hundredths (49.54) feet to the west line of said quarter quarter section, thence north along the west line of said quarter quarter section for a distance of one thousand one hundred forty-two (1142) feet to the place of beginning, and

WHEREAS, during the month of May, 1939, said owners of said property platted the subdivision known as Vann Estate on said property and placed certain restrictions upon the use of property in said subdivision, and,

WHEREAS, it is the desire of Ida A. Vann, Susie M. Vann, Hattie A. Warner, Fred B. Warner, Eliza Ellen Schriber, Robert A. Schriber, Arthur T. Vann, Anneke Jans Vann, Walter E. Vann, and Eva J. Vann to amend said restrictions which restrictions as hereinafter amended are agreeable to Sarah A. Niednagel, Raymond Woertz and Mamie Woertz, his wife, George L. Vann and Mary Louise Vann, his wife, Loyal E. Stovall and Mary Louise Stovall, his wife who, together with said Ida A. Vann, Susie M. Vann, Hattie A. Warner, Fred B. Warner, Eliza Ellen Schriber, Robert A. Schirber, Arthur T. Vann, Anneke Jans Vann, Walter E. Vann, and Eva J. Vann, are the several owners of all the property upon which the subdivision known as Vann Estate is platted, which agreement is evidenced by their signatures hereto.

NOW, THEREFORE, in consideration of the premises hereinabove stated, the conditions, restrictions, reservations, and protective covenants upon the use of all lots and parcels in the subdivision known as Vann Estate as laid out upon the property hereinabove described are hereby amended to read as follows:

A-1. All lots in the tract shall be known and described as residential lots except Lots One (1) to Eight(8), both inclusive, in Block Eight(8), Lot One(1) in Block Nine(9), and Lots Five (5) to Twelve(12), both inclusive, in Block Six (6). No structure 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(2½) stories in height, and a private garage for not more than two (2) cars.

A-2. It shall be permissible to use lots One(1) to Eight(8), both inclusive, Block Eight(8), and Lot One(1) in Block Nine(9), for commercial purposes, provided that said commercial use does not void any of the other restrictions herein contained.

A-3. Lots Five(5) to Twelve (12), both inclusive, in Block Six (6), in addition to being used for residential purposes may be used for the construction of a church and for no other purpose, provided the church is constructed in accordance with all other restrictions herein contained.

B-1. No building shall be located nearer to the front lot line, or nearer to the side street line,than the building set-back lines shown on the recorded plat.

B-2. No building shall be located on any residential lot nearer than five (5) feet to any side lot line except that the side line restriction shall not apply to a detached garage, or other out-building located seventy-five (75) feet or more from the front lot line.

B-3. No building shall be located on any commercial or business lot nearer than five(5) feet to any side lot line, provided, however, that for the purpose of this condition and restriction, all adjoining lots owned by one person and used as a single building site shall be considered one lot, so that the restriction that no building shall be erected nearer than five (5) feet to the side line of any lot shall mean the side line of any one or more lots used by a single owner as a single building site.

C. No residential structure shall be erected or placed on any building plot which plot has an area of less than seven thousand (7,000) square feet or a width of less than fifty-six (56) feet at the front building set-back line, except that a residence may be erected orplacee on Lot Nine(9), Block Four(4), Lot one (1) in Block Seven (7), Lots Three(3), Four(4), Five (5), and Six(6), and Sixteen(16), in Block Eight(8), Lot One(1) in Block Nine(9), and Lots Seven (7) and Eight(8), in Block Ten (10).

D-1. No building erected on any lot in this subdivision shall at any time be used for the sale or manufacture of spirituous liquors, malt beverages, or distilled drinks of any kind. No building shall at any time be used or occupied as a dance hall and 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 a nuisance to the neighborhood.

D-2. No person shall or will erect, or suffer or permit to be erected on any lot in this subdivision any public bathing house, slaughter house, blacksmith shop, forge, foundry, or any factory of any kind or nature whatsoever, or any tannery or other factory for the manufacture, preparation, or treatment of skins, hides, or leather, or any building to be used as a livery stable or for the carring on of any noxious, dangerous, or offensive trade or business, or any building of the character or description known as a tenement house, hotel, or boarding house, or any barn, or stable whatsoever, nor for any hospital, cemetary, asylum, manufactory, hotel, club house, boarding house, stable or garage.

E. No persons of any other race than the Caucasian Race shall use or occupy any building or any lot in this subdivisinn except that this covenant shall not prevent occupancy by domestic servants of a different race, who are domiciled with an owner or tenant.

F-1. No trailer, basement, tent, shack, garage, barn, or other out-building erected on any lot in this tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

F-2. No building of any kind or description shall ever be moved onto any lot in said tract.

G-1. No dwelling costing less than Forty-five Hundred Dollars($4500.00) shall be permitted on any lot in this subdivision, except on those lots facing Walnut Street, on which lots no dwelling costing less than Thirty-five Hundred Dollars($3500.00) shall be permitted.

RESTRICTIONS CONTINUED ON PAGE 218