THE CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS FOR LORRAINE PARK

Conditions, restrictions, reservations, and protective covenants upon the use of all lots and parcels in the plat of Section "A" of Lorraine Park, a Subdivision of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirty-four (34), Township Six (6) South, Range Ten (10) West.

1-A. All lots in this tract shall be known and described as residential lots, shall be sold and used solely for residential purposes, and shall not be used for any business or commercial purpose. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, and garage in connection therewith.

1-B. Any two or more lots in this subdivision, 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 building and the use thereof does not violate any of the other restrictions upon the use of the property in this subdivision, and provided further that no part of said church building shall be closer than forty (40) feet to the line of any adjoining lot not owned by said church.

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

2-B. No building shall be located on any residential lot in this subdivision nearer than five (5) feet to any side lot line except that the side line restriction shall not apply to a detached garage located one hundred (100) feet or more from the front lot line, and provided further 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.

3-A. 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 and no noxious or offensive trade or activity shall ever 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.

3-B. 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 carrying 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, dance hall, boarding house, stable, or commercial garage.

4. No persons of any race other than the white or Caucasian race shall own, use, or occupy any of said lots, or any buildings thereon, except that this restriction shall not prevent occupancy by domestic servants of a different race employed by or domiciled with an owner or tenant.

5. An easement is reserved over the rear of each lot in this plat as shown on the plat for utility installation and maintenance.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed upon any lot in this plat shall at any time be used as a residence, either temporarily or permanently. No hut, trailer or other structure of a temporary character shall be placed or used as a residence on any of said lots.

7. No structure shall be moved onto any of said lots. All structure erected on said lots shall be newly erected thereon.

8. No building or structure other than one detached single-family dwelling, together with a private garage of not more than two(2) car capacity, shall be erected or permitted to remain on any lot in this plat.

9. No building or structure to be used as a dwelling or residence shall be erected or located on any lot or combination of parts of lots in this plat having an area of less than Seventy-six Hundred (7600) square feet, with a minimum frontage at the building line of not less than sixty(60) feet. This restriction shall not apply to lots Number (20), Twenty-one(21), Seventy-two(72), Seventy-three(73), and Seventy-four (74).

10. No building or structure to be used as a single-family dwelling or residence costing less than Forty-five Hundred Dollars ($4500.00) shall be erected or permitted to remain on the residential lots in the tract facing on Washington Avenue; said lots being numbered from one(1) to Thirteen(13) inclusive, and lots sixty (60) and sixty-one(61), and no residence structure in this area shall exceed two and one-half (2½) stories in height and the ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than eight hundred sixteen (816) square feet in the case of a one story structure, six hundred (600) square feet in the case of a one and one-half(1½), two (2), and two and one-half(2½) story structure. On all the remainder of the residential lots in the subdivision, no building or structure to be used as a single-family dwelling or structure costing less than Thirty-five Hundred Dollars ($3500.00) shall be erected or permitted to remain; and no residence structure shall exceed two and one-half (2½) stories in height and the ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than six hundred and twenty-four (624) square feet in the case of a one-story structure and not less than four hundred and eighty (480) square feet in the case of a one and onehalf (1½) story or two (2) story structure.

11. 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 a type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health and no other sanitary provision or device for sewage disposal shall be installed or permitted to remain in said tract.

12. 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 topography and finished ground elevation, by a committee composed of the owner-sponsor, one other member to be named by the owner-sponsor, and a qualified architect, or by a representative designated by a majority of the members of said committee. It being the purpose of this committee to protect the buyers and builders from having undesirable buildings erected on or near their properties. The approval of said plans will be in line with the policy of the City Plan Commission of the City of Evansville, and the owners and sponsors. 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 30 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 representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and of its designated representative, shall cease on and after July 1,1951. 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 there after exercise the same powers previously exercised by said committee, for a term of ten (10) years additional, to the above period.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1,1967, 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.

14. If any person or persons shall at any time violate or attempt to violate any of the restrictions or covenants herein set out, any owner of any real estate situate in this plat shall have the right to enforce said conditions and restrictions and institute and prosecute any person or persons so violating or attempting to violate said restrictions and covenants both to prevent the violation thereof and to recover damages for any such violation.

15. 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.

STATE OF INDIANA, VANDERBURGH COUNTY, SS:

Before me, a Notary Public, in and for said State and County, William P. Woods, Owner and Subdivider, personally approved and acknowledged the execution of this plat.

Witness my hand and seal this 7th day of July, 1941. (Seal)

William P. Woods, Owners

Minnie M. Henrich, Notary Public

My commission expires: March 1st,1943.

RECORDED.....JULY .....8,1941.

Joseph A Beitz RVC