GERLING TERRACE

#53262

A Subdivision of part of the S.E. Quarter of Sec. 21-T6S-R10W, described as follows: Commencing at a point in the center line of Rotherwood Ave 832.0 ft. north of the S.E. Cor. of the S.W. ¼-S.E. ¼ of said section, thence west 495.0 ft., thence north 486.08 ft. to the S.E. R/W line of the S.S.&N. Railway; thence Northeastwardly along said right-of-way line 1147.53 ft. to a point 50 ft. west of thewest line of N. Norman Ave as platted in Terrace Park; thence South 204.64 ft; thence East 50 ft thence South 338.0 ft; thence west 553.12 ft; thence South 478.5 ft. to the place of beginning.

STATE OF INDIANA)
VANDERBURGH COUNTY) S.S.

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

(Seal) Columbia Apartments Incorporated 1942 Indiana Evansville, Indiana

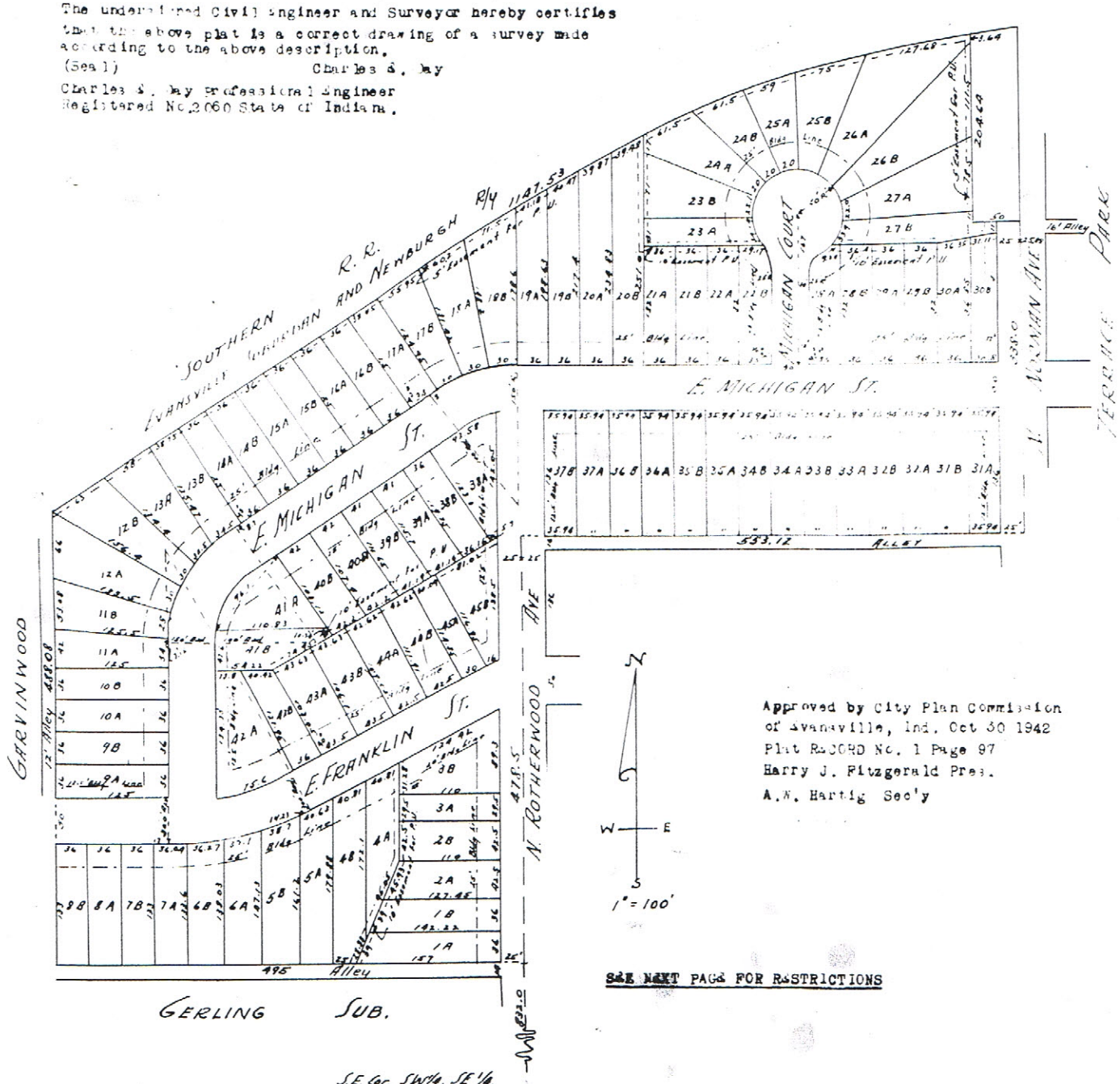
Columbia Apartments, Inc.
By: Charles S. Day Pres.
Leo Warren Sec'y

Witness my hand and seal this 29th day of Oct. 1942.
My commission expires July 14th 1946 (Seal) Clifford D. Pfender, Notary Public

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.

(Seal) Charles S. Day

Charles S. Day Professional Engineer
Registered No. 2060 State of Indiana.



Approved by City Plan Commission of Evansville, Ind. Oct 30 1942
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Harry J. Fitzgerald Pres.
A.N. Hartig Sec'y

SEE NEXT PAGE FOR RESTRICTIONS

S.E. Cor. SW¼, SE¼, Sec. 21-6-10

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RESTRICTIONS - GERLING TERRACE

The attached plat is made subject to the following building and occupational restrictions:

1. All lots in this tract shall be used for residential purposes only, and no commercial business shall be conducted or operated on any of said lots in this subdivision.

2. No building shall be located nearer to the front lot line than the building setback lines shown on the recorded plat. No building except a garage or other out-building of similar nature located one hundred (100) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line, excepting that this restriction shall not be construed to apply to the line dividing Sections "A" and "B" of each lot.

3. All structures altered, erected or placed upon any lot in this subdivision shall be made to conform and harmonize with existing structures upon other lots in said subdivision as to external design and location.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected or placed in the subdivision shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No persons of any race other than the caucasian race shall use, occupy or own any building or any lot in this subdivision, except that this shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

7. No single family dwelling costing less than $4,000 or a two-family dwelling costing less than $6,000, or a dwelling for more than two families costing less than $10,000, shall be placed on any lot in this subdivision.

8. An easement is reserved over the rear five feet of each lot for utility installation and maintenance except those lots which are served by an alley.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shallbe automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change e said covenants in whole or in part.

10. The conditions and restrictions herein set forth and specified may be enforced by injunction or other appropriate legal proceedings which may be instituted by the grantor or its successors or assigns, and any other owner or owners of a lot within this plat may so enforce these restrictions as to the use of any other of the lots platted i n this subdivision, which use may be in violation or attempted violation of these covenants and restrictions, or any one hereof.

11. Invalidation of any one of these Covenants by judgment, judicial decree or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said COLUMBIA APARTMENTS, INC. hascaused these presents to be executed by Charles S. Day and Leo Warren, the President and Secretary, respectively, of said Corporation, its duly authorized officers, and has caused the corporate seal to be affixed hereto this 30th day of October, 1942.

COLUMBIA APARTMENTS, INC.

By Charles S. Day, President

(Corporate Seal)

Leo Warren, Secretary

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 Charles S. Day and Leo Warren, President and Secretary respectively of COLUMBIA APARTMENTS, INC., who Acknowledged the execution of the above and foregoing instrument on behalf of said Corporation to be their voluntary act and deed.

WITNESS my hand and notarial seal this 30th day of October, 1942.

William B. Combs
Notary Public

(Seal)

My commission expires: June 16, 1946

RECORDED.....NOVEMBER.....5, 1942

Joseph A Betz-RVC