

SUNNYCREST

#7126 A Subdivision of Part of the Southeast Quarter of the Southeast Quarter of Section Sixteen Township
Six South Range Ten West.

Martin H. Schmitt
(Signature of owner)

STATE OF INDIANA }
VANDERBURGH COUNTY } SS:

Before me, a Notary Public, in and for said County and State, Martin H. Schmitt, owner and subdivider, personally appeared and acknowledged the execution of this plat.

witness my hand and seal this 4 day of Oct. 1939.

Addie A. Poller, Notary Public.

My commission expires: Oct. 4, 1942.

(Seal)

Approved By City Plan Commission of Evansville, Ind., on conditions
that survey is correct Oct. 4, 1939. Plat Record No. 1 page 31.

H. V. Dickman, Pres.
A. W. Sancettlin, Sec'y.

Charles E. Day, Civil Engineer

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

AGREEMENT

WHEREAS, Martin H. Schmitt and Loretta E. Schmitt, his wife are the owners of a certain parcel of real estate situated in a part of the Southeast quarter of the Southeast quarter or section sixteen (16) township six(6) south range ten (10) west.

RESTRICTIONS

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected on any residential building plot nearer than 30 feet nor farther than 35 feet from the front line, nor nearer than 5 feet to any side line. The side line restriction, however, shall not apply to a detached garage or other out-building located 108 feet or more from the front line, except that on corner lots, no structure shall be permitted nearer than 15 feet from the side street line.

3. No residential lot shall be resubdivided into building plots having less than 6650 square feet of area or a width of less than 50 feet each at the building line, nor shall any building be erected on any residential building plot having an area of less than 6650 square feet or a frontage of less than 50 feet at building line, with the exception of Lots 2 and 3, which have a frontage of 49 feet.

4. No noxious or offensive trade 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 lot or lots in this subdivision shall be sold, rented or leased to any negro, negress, or Asiatics. This covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

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

7. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$3000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 700 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.

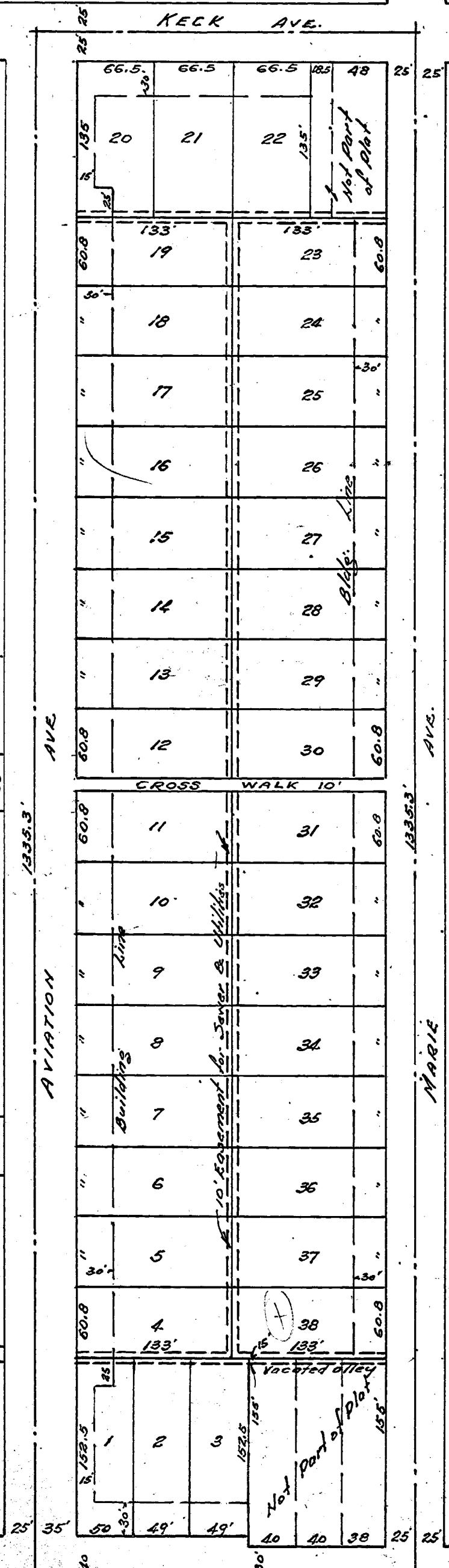
8. No building shall be moved on any lot, unless it meets with the approval in writing of the Neighborhood Committee which shall be appointed, elected or selected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth, each owner having a vote for each lot owned.

9. 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 sewer disposal shall be installed or permitted to remain in the tract.

10. A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. 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.

12. 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 of subdivision to prosecute any proceedings at law or in equity against the 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 amounts for such violations. The invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.



SUNNYCRESTCONTINUED FROM PAGE 176

Martin H. Schmitt

George Steck

Loretta H. Schmitt

Martha Steck

Charles B. Risley

Ida M. Risley

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Personally appeared before me, a Notary Public and in for said County and State, Martin H. Schmitt, and Loretta H. Schmitt, his wife, Charles B. Risley and Ida M. Risley, his wife, George Steck and Martha Steck, his wife, who acknowledged the execution of the above and foregoing Agreement as their voluntary acts and deeds.

WITNESS my hand and notarial seal this 2d day of February, 1940.

Louis H. Beink

Notary Public.

My commission expires

Nov. 2, 1941.

(Seal)

RECORDED.....MARCH.....2, 1940.

Louis H. Beink N.C.

For Certificate & affidavit
of charging & discharging

See Master Rec.

Book 77.....

Page 204.....

RECEIVED FOR RECORD
10 35 A.M.
March 7, 1940
Recorded in Plat Record No. 74
Page 176
Joseph A. Betz, Recorder
Vanderburgh County

SUNNYCREST

A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

OF SECTION SIXTEEN TOWNSHIP SIX SOUTH RANGE TEN WEST

RESTRICTIONS

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected on any residential building plot nearer than 30 feet nor farther than 35 feet from the front line, nor nearer than 5 feet to any side line. The side line restriction, however, shall not apply to a detached garage or other out-building located 100 feet or more from the front line, except that on corner lots, no structure shall be permitted nearer than 15 feet from the side street line.
3. No residential lot shall be subdivided into building plots having less than 6650 square feet of area or a width of less than 50 feet each at the building line, nor shall any building be erected on any residential building plot having an area of less than 6650 square feet or a frontage of less than 50 feet at building line, with the exception of Lots 2 and 3, which have a frontage of 40 feet.
4. No noxious or offensive trade 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 lot or lots in this subdivision shall be sold, rented or leased to any negro, negroes, or Asiatics. This covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
6. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No building shall be moved on any lot, unless it meets with the approval in writing of the Neighborhood Committee which shall be appointed, elected or selected by the owner or owners or a majority of the lots which are subject to the covenants herein set forth, each owner having a vote for each lot owned.
8. No building shall be erected on any lot which does not conform to and is in harmony with existing structures in the tract. In any case 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 be not less than 700 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.
9. A perpetual easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
10. 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.
11. 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 proceeding at law or in equity against the persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or recover damages or other amounts for such violations.
12. Invalidation of any 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, to and for said
County and State, Martin H. Schmitt, owner and
subdivider, personally appeared and acknowledged
the execution of this plat.

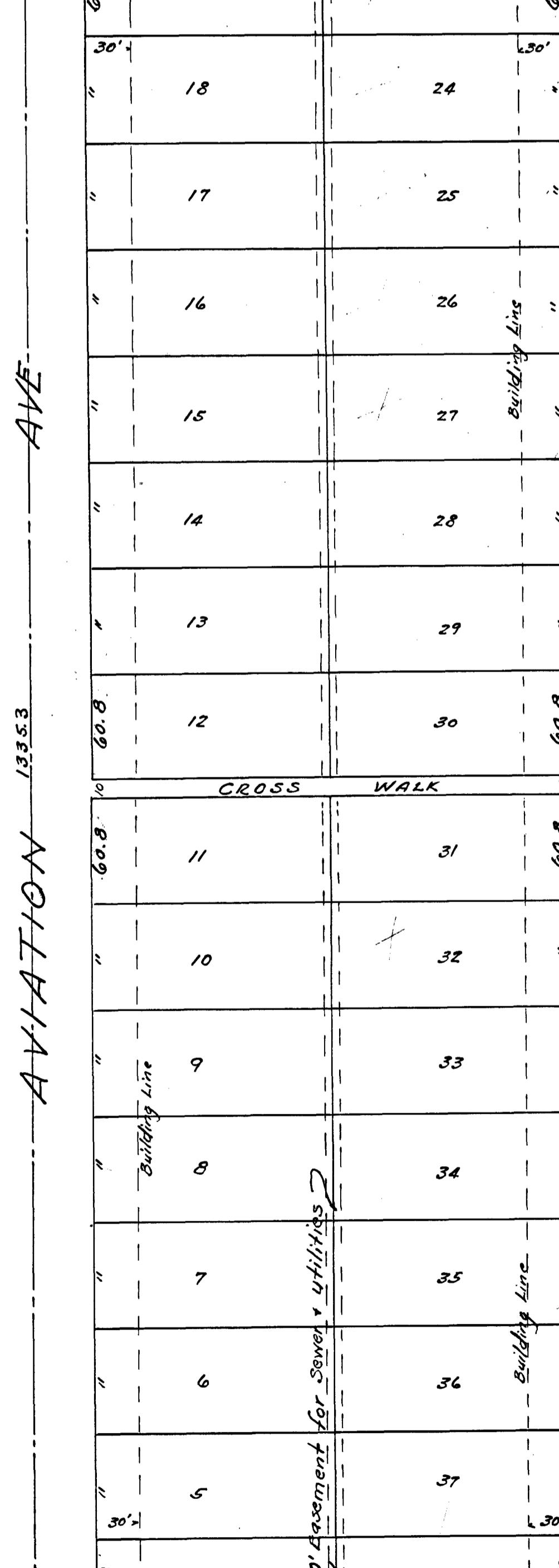
Witness my hand and seal this 4 day of March 1940
Notary Public.

My Commission Expires Feb 1, 1941.

APPROVED BY
CITY PLAN COMMISSION
OF EVANSVILLE, IND.
ON CONDITION THAT SURVEY IS CORRECT
JULY 4, 1940

PLAT RECORD NO. 1 PAGE 31
J. M. Richmond, Secy
M. H. Schmitt, Secy

LITTLE FARMS



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