

CHAPMAN ESTATES SECTION TWO COVENANTS

We, Windsor Homes, Inc., owners of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "CHAPMAN ESTATES SECTION TWO" an addition to the City of Greenfield.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, construct, renew operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U. E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Greenfield Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Greenfield Board of Public Works and Safety.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Greenfield Board of Public Works & Safety will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.

4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.

5. All numbered lots in this subdivision shall be designated as residential lots.

6. Minimum living space areas The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory building, or basements below ground level shall contain no less than 1500 square feet of ground floor living area for a one-story structure or 900 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have a two or three car, attached garage.

7. No building shall be located on any lot nearer to line or nearer to the side street line than the minimum setback lines shown on the plat. No building shall be on any lot near to the side lot line than the minimum setback required by the "AA" residential zone district for the Greenfield.

8. No trailer, recreational vehicle, shack, basement, other outbuildings or temporary structures shall be on any temporary or permanent residential purposes on any subdivision. No commercial dog kennel or junk yard shall be permitted in the subdivision. No industry, trade, or commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Livestock except domestic pets as permitted by the Greenfield Ordinance is prohibited.

9. No noxious or offensive trade shall be carried on any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

10. Only in-ground swimming pools shall be permitted in this subdivision. Above ground swimming pools shall not be permitted.

11. No boats, campers, trailers of any kind, buses, homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be parked, or stored anywhere within this subdivision except in an enclosed garage, except for personal automobiles, or up trucks which may be parked on the driveway.

12. The parking of any type or kind of vehicle shall be permissible upon the streets, other than temporary guests and invitees of any owner. Except within a garage, no inoperative or unlicensed vehicle shall be repaired on any lot in this subdivision, or in any way thereon. This covenant shall in no way allow temporary or permanent parking on streets for which the City has passed ordinances prohibiting such.

13. Except to make it accessible for trash collection it shall be stored in appropriate closed containers. Trash, or refuse shall be stored in a location other than the front of the residence.

14. All communications antenna shall be placed out of view. Exterior satellite dishes are prohibited.

15. All residential construction must be complete within one year after the starting date, including the final garage.

16. No concrete block house shall be permitted in this subdivision. No residence shall be constructed on any lot in the subdivision until the building plans have been approved by the developer.

17. In order to preserve the natural quality and appearance of the existing geographic area within the Development, any fence, light fixture or mailbox shall be placed by the Developer or their assigns as to size, location and composition before it may be installed. Fence shall not exceed five (5) feet in height. No fence shall be placed closer than five (5) feet from the front building line.

18. All residences constructed or placed on any lot in the Development shall be constructed with suitable materials, and no used structures shall be relocated on any such lot, nor shall modular constructed structures be placed on any lot.

19. The Owner of any lot in the Development shall maintain the lot and any improvements situated thereon in a neat and orderly manner as to prevent the lot or improvements from appearing unsightly.

20. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for resale homes during the sale and development of this subdivision.

21. The residential accessory building shall not exceed 150 square feet and not more than 10 feet from floor level. The height shall not exceed 8 feet from floor level. The building shall be of frame construction with an exterior finish of the family dwelling. The roof shall be of gambrel design. The building shall be located behind the back line of the family dwelling.

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7. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No building shall be located on any lot near to the side lot line than the minimum side yard required by the "AA" residential zone district for the City of Greenfield.

8. No trailer, recreational vehicle, shack, basement, garage or other outbuildings or temporary structures shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel or junk yard will be permitted in the subdivision. No industry, trade, or other commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Keeping of livestock except domestic pets as permitted by the City of Greenfield Ordinance is prohibited.

9. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

10. Only in-ground swimming pools shall be permitted in this subdivision. Above ground swimming pools shall not be permitted.

11. No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicle may be parked or stored completely within an enclosed garage, except for personal automobiles, vans, and pickup trucks which may be parked on the driveway.

12. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.

13. Except to make it accessible for trash collection days when it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.

14. All communications antenna shall be placed indoors and out of view. Exterior satellite dishes are prohibited.

15. All residential construction must be completed within one year after the starting date, including the final grading.

16. No concrete block house shall be permitted on any lot in this subdivision. No residence shall be constructed or placed on any lot in the subdivision until the building plans and specifications have been approved by the developer.

17. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Development, any fence, light fixture or mailbox must be approved by the Developer or their assigns as to size, location, height and composition before it may be installed. Fencing shall not exceed five (5) feet in height. No fence shall be placed closer to the front lot line than the front building line setback line.

18. All residences constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.

19. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such manner as to prevent the lot or improvements from becoming unsightly.

20. Residential Use Only All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision.

21. The residential accessory building shall not be less than 96 square feet and not more than 150 square feet in floor area with an eave height not to exceed 8 feet from floor level. The building shall be of frame construction with an exterior finish to blend with the architecture of the family dwelling. The roof shall be gable or gambrel design. The building shall be located in the back yard (behind the back line of the family dwelling).

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Marilyn W.
Auditor of Monroe

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22. All driveways shall be hard surfaced with asphalt or concrete or other surfaces approved by the developer or their assigns.

The streets with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidation of any of the foregoing covenants or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunctions, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

By its President and Secretary, Windsor Homes, Inc. does hereby certify that it is the owner of the property described in the above caption and that as such owner, it has caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as its own free and voluntary act and deed this 25th day of August, 1994.

By: Steven R. Reilly
Steven R. Reilly, President

By: Michael K. Beatley
Michael K. Beatley, Secretary

STATE OF INDIANA)
COUNTY OF HANCOCK } SS:

I, Stacie R. Austin, a notary in and for said County and State hereby certify that Steven R. Reilly and Michael K. Beatley, personally known to me to be the same persons whose names subscribed to the above certificates, signed that above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 25th day of August, 1994.

Printed Name: Stacie R. Austin
Stacie R. Austin
Notary

My Commission Expires 12-13-97
County of Residence Hancock. We, Windsor Homes, Inc., owners of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

