Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
ZONING: "AA" RESIDENCE

SETBACK REQUIREMENTS:
SIDEYARD - 10' MINIMUM
REAR YARD - 20' MINIMUM

Scale 1" = 100'

I, the undersigned Registered Land Surveyor, do hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Florida, and have made and caused to be made the survey of the land described in Section 9 of Chapman Estates, Section Three, Secondary Plat, in Polk County, Florida, in accordance with the requirements of the State of Florida.

The distance from the West line of said Section 9 to the West line of said Chapman Estates, Section Three, Secondary Plat, is 842.97 feet.

The land described in the plat is bounded on the North by Pippin Drive, on the South by N06°27'55"W 164.30', on the West by N0°00'00"W 842.97', and on the East by N0°00'00"W 634.00'.

The survey was made to the best of my ability and knowledge, and I warrant that the same is true and correct to the best of my knowledge and belief.

[Signature]

[Registered Land Surveyor's Name]
We, Windsor Homes, Inc., owners of the real estate shown and designated on this plat, do hereby reserve the right to sell, lot, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "CHAPMAN ESTATES SECTION THREE" on 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 that are shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, locate, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary, gross, 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 certain service wires to serve adjacent lots and street rights, 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 planted or located on the plat and marked "drainage and utility easement (D. & U. E.)" but same may be used for gardens, shrubs, landscaping or other purposes that do not in any way 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, tolerated, 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-erosing 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 offering, 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, the Greenfield Board of Public Works and 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 right-of-way line 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 and 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 land use lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or other structures below ground level shall contain no less than 1000 square feet of ground floor living area for a one-story structure or 900 square feet of minimum ground floor living area for a one-story structure, provided higher than one-story structures shall have a minimum of 1500 square feet of total living area, and each dwelling shall have two or three car, attached garage.

7. No building shall be located on any lot nearer than 20 feet to any street property line and not nearer than 15 feet to any building setback lines shown on the plat. No building shall be located on any lot near to the side lot line than the minimum required by the "A" residential zone district for the City of Greenfield.

8. No trailer, recreational vehicle, shock, we have 810 other outbuildings or temporary structures shall be temporary or permanent residential purposes on this subdivision. No commercial dog kennel or junk yard permitted in the subdivision. No industry, trade, or commercial activity, educational or otherwise, shall be conducted, prosecuted or permitted in the subdivision. Livestock, except domestic pets as permitted by the Greenfield Ordinance is prohibited.

9. No showing or offensive trade shall be carried on in this subdivision nor shall anything be done on said lot or premises that may become a nuisance or annoyance to the neighborhood.

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

11. No boot, cloths, trailers of any kind, buses, homes, trucks, motorcycles, mini-buses, or any other unconventional vehicles of any description, shall be parked, or stored anywhere within this subdivision, any such vehicle may be parked or stored elsewhere enclosed garage, except for personal automobiles, up trucks which may be parked on the driveway.

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

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

14. All communications antenna shall be placed 1 of view. Exterior satellite dishes are prohibited.

15. All residential construction must be completed by the start of the grading. No residence shall be completed on any lot in the subdivision until the building plan has been approved by the developer.

16. In order to preserve the natural quality and appearance of the existing geographical area within Development, the placement of large trees, light fixtures or similar equipment by the Developer or his assigns as to size, local and in such manner as is not permitted. The developer may describe such items in the plans or specifications to this subdivision.

17. All residences constructed or placed on any lot: the Development shall be constructed with substantial materials, and no used structures shall be placed on any such lot, nor shall modular constructed structure on any lot.

18. The Owner of any lot in the Development shall maintain the lot and any Improvements situated thereon in a manner as to prevent the lot or Improvements from unneatly.

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

21. The residential accessory buildings shall not be more than 500 square feet and no more than 1000 square feet on an unobstructed lot not to exceed 8 feet from floor to ceiling. The building shall be of frame construction with an overhang of not less than 12 feet and the gable design. The building shall be located in the back of the house (the family dwelling).
22. All driveways shall be hard surfaced with asphalt or concrete or other surfaces approved by the developer or their designee.

The streets with appurtenant right-of-ways, sidewalks, and street lamps, if not hereinafter 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, 2064, 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 buildings, lots, or other real property which are subject to said covenants or restrictions, in whole or part. Violation of any of the foregoing covenants or restrictions, by judgment 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, are 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 the above described property is to be conveyed to the person(s) named therein and that the said property shall be conveyed in fee simple.

By:

Steven R. Reilly, President

Michael K. Beaty, Secretary

STATE OF INDIANA)
COUNTY OF HANCOCK

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

Given under my hand and notarial seal this 7th day of December, 1987.

Phyllis C. Wasson, Notary

Printed Name: Phyllis C. Wasson

My Commission Expires 12-30-98

County of Residence: Hancock
PMAN ESTATES
SECTION THREE
COVENANTS

4. No building shall be located on any lot nearer to the front line of the lot than the setback lines shown on the plan. No building shall be located on any lot so located as to be less than the minimum building line required by the "A" residential zone district for the City of Greenfield.

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

11. No overhanging or projecting structure of any sort shall be built over or in any way interfere with the driveway.

12. The eating of food or smoking shall be permitted on any lot in this subdivision, or in any street or place therein. The owner 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 antennas 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.

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 for model homes during the sale of this subdivision.

21. The residential accessory building shall not be less than 900 square feet and not more than 1500 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 in 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 fence of the family dwelling).