



*First American
Title Insurance Company*

INDIANA

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

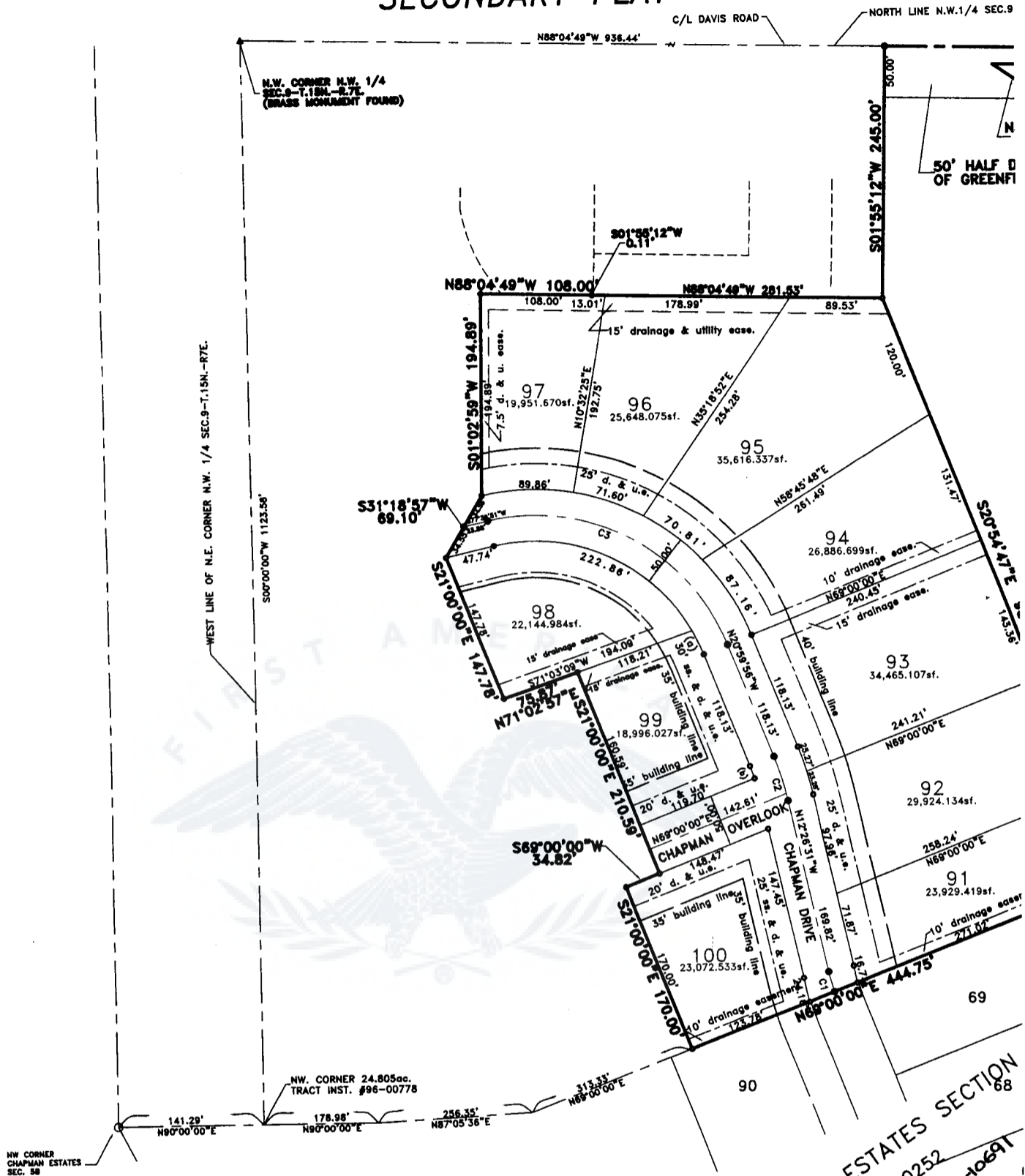
The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, 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.

CHAPMAN ESTATES

SECTION SIX SECONDARY PLAT

Carlye Shaw
HANCOCK COUNTY RECORDER
00 OCT 16 AM 11:45

2011010



C/L CURVE DATA

CURVE #	RADIUS	LENGTH	DELTA	CHORD	DEGREE	TANGENT
C1	300'	20.31'	03°28'44"	20.30'	19°05'57"	10.15'
C2	300'	44.81'	16°43'08"	44.77'	19°05'57"	22.44'
C3	200'	283.92'	81°20'16"	260.67'	28°38'51"	171.84'

LOT CURVE DATA

LOT #	RADIUS	LENGTH	DELTA	CHORD	DEGREE	TANGENT
91	275'	16.74'	03°28'41"	16.73'	20°46'21"	8.37'
92	325'	23.28'	04°06'18"	23.27'	17°37'48"	11.64'
93	325'	25.27'	04°27'18"	25.26'	17°37'47"	12.64'
94	225'	87.16'	22°11'48"	86.62'	25°27'52"	73.74'
95	225'	70.81'	18°01'55"	70.51'	25°27'53"	35.70'
96	225'	71.60'	18°14'04"	71.30'	25°27'54"	36.10'
97	225'	89.86'	22°53'04"	89.27'	25°27'55"	45.54'
98	175'	222.86'	72°57'59"	208.10'	32°44'26"	129.41'
99(a)	175'	25.56'	8°22'08"	25.53'	32°44'27"	12.80'
99(b)	275'	12.76'	02°39'36"	12.76'	20°50'07"	6.38'
100	325'	24.16'	04°15'05"	24.11'	17°37'46"	12.03'

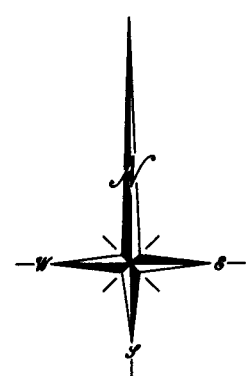
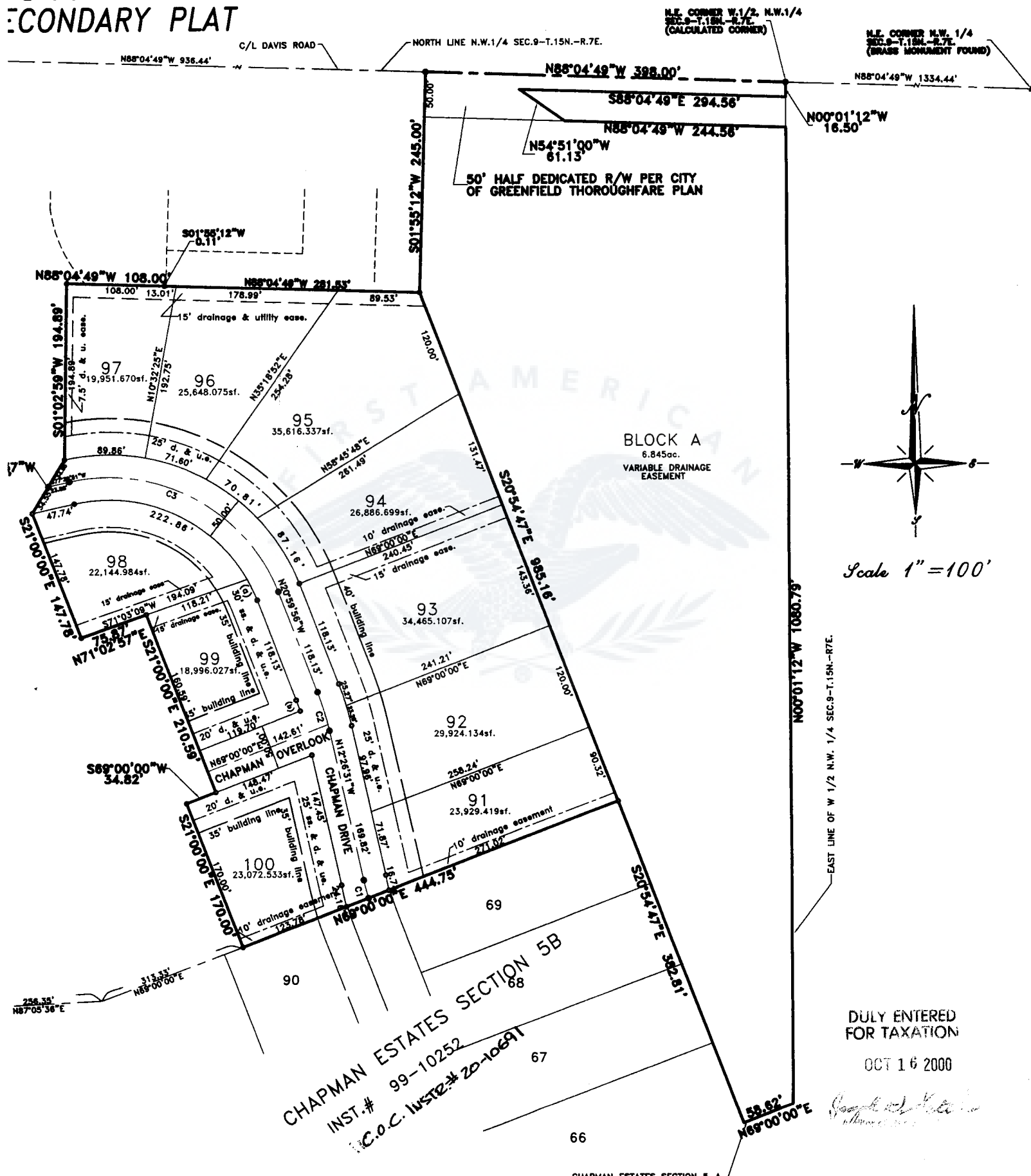
PRESENT ZONING: "AA" RESIDENTIAL
SIDE SETBACK: 10' MINIMUM
REAR SETBACK: 20' MINIMUM

CHAPMAN ESTATES SECTION 68
INST. # 99-10252
C.O.C. 11KST2-# 20-10691

CHAPMAN ESTATES

SECTION SIX SECONDARY PLAT

INDEXED	C	SLIDE	28
INSTR. NO.		2011010	



Scale 1" = 100'

PRESENT ZONING: "AA" RESIDENTIAL
 SIDE SETBACK: 10' MINIMUM
 REAR SETBACK: 20' MINIMUM

- - DENOTES COPPERWELD TO BE SET WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION
- - DENOTES 5/8" CAPPED REBAR TO BE SET WITHIN 30 DAYS OF RECORDING PLAT.

SECTION SIX COVENANTS

We, the undersigned Steven R. Reilly, President and John F. Forcum, Secretary/Treasurer of R&F Development, Inc., owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and hereby lay off, plat and subdivide, said real estate in accordance with the within plat. We do further certify that this plat is made and submitted with our free consent and desires.

This subdivision shall be known and designated as Chapman Estates, Section Six, an addition to the City of Greenfield, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

A perpetual utility easement is hereby granted to any private or public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "Utility Easement", 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 or other governing codes and ordinances) 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 private or public utility equipment, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent structures, fences or trees shall be placed on said area as shown on the plat and marked "Utility Easement", 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 sod grass ways or other non 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 elevation 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 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 1600 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 2000 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 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 nearer to the side lot line than 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 pick-up trucks which may be parked on the driveway.

12. The parking of any type or kind of vehicle for parking by guests and invitees of any own vehicle shall be parked or repaired on any in no way allow temporary parking or per passed ordinances prohibiting such.

13. Except to make it accessible for trash containers, all garbage, trash, or refuse shall be disposed of in a container.

14. All communications antenna shall be placed behind the residence and not exceed 24 inches in height.

15. All residential construction must be compatible with the neighborhood grading.

16. No concrete block house shall be permitted constructed or placed on any lot in the subdivision approved by the developer.

17. In order to preserve the natural quality of the development, any fence, light fixture or structure shall be of a size, location, height and composition befitting the neighborhood. No fence shall be placed closer to the property line than 5 feet.

18. All residences constructed or placed on lots shall be substantially all new materials, and no use of modular constructed structures be placed on lots.

19. The Owner of any lot in the Development shall be responsible for the maintenance thereon in such manner as to prevent the lot from being an eyesore.

20. Residential Use Only. All lots in this subdivision shall be used as model homes during the development.

21. Sidewalks- each homeowner (lot owner) shall be responsible for the maintenance according to Greenfield Specifications. (N/A)

22. Any residential accessory building shall be constructed on a minimum of 1000 square feet in floor area with an eave height not to exceed 10 feet. Construction with an exterior finish to blend with the gable or gambrel design. The building shall be used for residential dwelling.

23. All driveways shall be hard surface within 10 feet of their assigns.

The foregoing covenants, or restrictions, a persons claiming under them until January 1, 2011, shall automatically extended for successive periods of one year to successive owners of the lots covered by these covenants, the foregoing covenants or restrictions by, the covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by in process of law, of any structure or part thereof shall be to the public, and reserved to the several owners and assigns.

Witness our Hands and Seals this 12th day of October 2008

R&F DEVELOPMENT, INC.

by: Steven R. Reilly, President and John F. Forcum, Secretary/Treasurer

STATE OF INDIANA)) SS: COUNTY OF HANCOCK))

I, Teresa S. Spegal, Notary Public, R. Reilly and John F. Forcum are personal and legal representatives of R&F Development, Inc. for the purpose therein set forth.

Given under my hand and notarial seal this 12th day of October 2008

Teresa S. Spegal, Notary Public

Printed Name: Teresa S. Spegal

My Commission Expires: 1-2-09

County of Residence: Hancock

PMAN ESTATES

SECTION SIX COVENANTS

CABINET C	SLIDE 28
INSTRUMENT NO. 2011010	

Tary/Treasurer of R&F
hereby certify that we have
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granted.

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No industry, trade, or other
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ubdivision nor shall anything
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1. Above ground swimming

motorcycles, mini-bikes, or
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ks which may be parked on the

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. Satellite dishes shall be placed behind the residence and not exceed 24 inches in diameter.

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 six (6) feet in height. No fence shall be placed closer to the front lot line than the front building 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. Sidewalks- each homeowner (lot owner) shall be responsible for constructing a concrete sidewalk according to Greenfield Specifications. (NOTE: Sidewalks must meet ADA specifications).

22. Any 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 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).

23. All driveways shall be hard surface with asphalt or concrete or other surface approved by the developer or their assigns.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022, at which time said covenants, or restrictions shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the lots covered by these covenants, or restrictions in whole or in part. Invalidation of any one of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction; 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.

Witness our Hands and Seals this 12th day of October, 2000.

R&F DEVELOPMENT, INC.

by: Steven R. Reilly, President and John F. Forcum, Secretary, Treas.

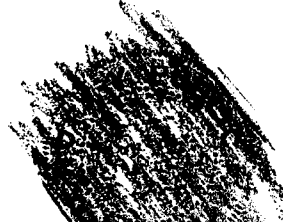
DULY ENTERED
FOR TAXATION
OCT 16 2000

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

I, Teresa S. Spegal, a notary in and for said County and State hereby certify that Steven R. Reilly and John F. Forcum are 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 12th day of October, 2000.

Teresa S. Spegal
, Notary Public
Printed Name: Teresa S. Spegal
My Commission Expires: 1-7-08
County of Residence: Hancock



IN ESTATES

SECTION SIX SECONDARY PLAT

ABSTRACT	C	SLIDE	27
INSTR. NO.		2011010	

I am a Registered
of Indiana and that I
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PLAN COMMISSION STAFF CERTIFICATE:

The Greenfield City Plan Commission staff has reviewed the application for this plat for technical conformity with the standards fixed in the subdivision control code, in accordance with the provisions of the Indiana Advisory Planning Law, IC 36-7-4-706, and hereby certifies that this plat meets all of the minimum requirements in the code of ordinances of Greenfield, Indiana.

GREENFIELD CITY PLAN COMMISSION STAFF

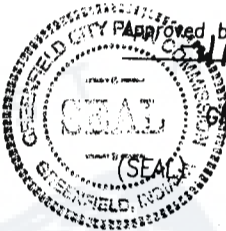
ZONING ADMINISTRATOR OF GREENFIELD, INDIANA

DATE: Michael L. Jumb, acting ZA 10-11-00

COMMISSION CERTIFICATE FOR PRIMARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the state, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given primary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held



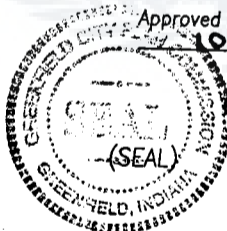
GREENFIELD CITY PLAN COMMISSION

Dale B. Jumb
PRESIDENT

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the state, and all act amendatory thereto, and an ordinance adopted by the City council, this plat was given secondary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held



GREENFIELD CITY PLAN COMMISSION

Dale B. Jumb
PRESIDENT

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

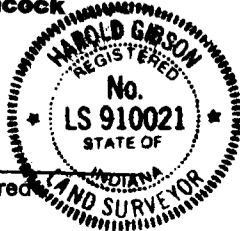
This plat was given approval by the Board of Public Works and Safety of the City of Greenfield, Indiana, at a meeting held on the 10-day of October, 2000.

Rodney Jumb
(CHAIRMAN)
James Bruce
(RECORDING SECRETARY)

TAXES CURRENT
AS OF 10-16-00
013-30507-00
Ann McDaniel

This subdivision consists of ten
(10) lots numbered 91 thru 100,
inclusive and Block A. The
dimensions are shown in feet and
decimal parts thereof.

I, further certify that to the best of
my professional knowledge,
information and belief this
subdivision plat contains no
changes from the matters of
survey revealed by the survey
recorded as Instrument
No. 94-09119 in the office
of the Recorder of Hancock
County, Indiana.



Harold Gibson
HAROLD GIBSON, Registered
Land Surveyor, RLS910021

2011010

00 OCT 16 AM 11:44

HANCOCK COUNTY RECORDER

Dale B. Jumb

DULY ENTERED
FOR TAXATION

OCT 16 2000

Joseph D. Ketchum
Recorder of Hancock County