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.
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.
We, the undersigned Steven R. Reilly, President and John F. Foreman, 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 Greenwood, Indiana. All streets and alleys shown and not herebefore 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 or 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) to the right to cut and remove 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, tilted or otherwise changed in accordance with the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as soil grass ways or other non-surface waters. 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 Greenwood 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 Greenwood 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 front of 3 and 12 feet above the street shall be permitted to remain on any corner 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 and any extension, at the corner to 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 line than minimum side yard required by the "A.A" residential zone district for the City of Greenwood.

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 Greenwood Ordinance is prohibited.

9. No noxious 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.

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 vehicular, or recreational vehicles shall be parked or repaired on any lot in a manner that will not allow temporary parking or any parked vehicles to be moved from one parking space to another, without creating a hazard or danger to the public safety.

13. Except to make it accessible for trash containers, all garbage, trash, or refuse shall be removed on a regular basis.

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

15. All residential construction must be of grading.

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

17. In order to preserve the natural quality, above trees, light fixture or size, location, height and composition be kept. No fence shall be placed closer to the

18. All residences constructed or placed on substantially all new materials, and no use modular constructed structures placed c

19. The Owner of any lot in the Developer thereon in such manner as to prevent the li

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

21. Sidewalks--each homeowner (lot owner) according to Greenwood Specifications. No

22. Any residential accessory buildings shall be in floor area with an eave height not to exceed construction with an exterior finish to blend gable or gable construction. The building the dwelling.

23. All driveways shall be a hard surface with the

The foregoing covenants, or restrictions, a persons claiming under them as to January automatically extended for successive per
owners of the lots covered by these covenants the foregoing covenants or restrictions by covenants or restrictions, which shall ren

The right to enforce these provisions by in process of law, of any structure or part of the public, and reserved to the several o

Witness our Hands and Seals this 12th day of October, 2011.

R & F DEVELOPMENT, INC.

by: Steven R. Reilly, President

STATE of INDIANA.

COUNTY OF HANCOCK.

Printed Name: Teresa S. Spec


County of Residence: Hancock.
PMAN ESTATES
SECTION SIX
COVENANTS

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 vehicles shall be parked or repaired on any lot in this subdivision, or in any street therein. 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 areas 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 owners of the lots covered by these covenants, or restrictions in whole or in part. Termination 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&D DEVELOPMENT, INC.

by: Steven R. Reilly, President

John F. Forcum, Secretary, Tres.

STATE OF INDIANA )

SS:

COUNTY OF HANCOCK )

Sincerely,

Teresa S. Spegal
Notary Public
Printed Name: Teresa S. Spegal

My Commission Expires: 1-2-08

County of Residence: Hancock

Given under my hand and notarial seal this 12th day of October 2000.
IN ESTATES

SECTION SIX
SECONDARY PLAT

I, am a Registered
in Indiana and that
the best of my
knowledge and that all other
real estate is

North, Range 7 East
particularly described

I, the northwest 1/4 of
the north line
int on the north line
of 125.35 feet; north
the north line
as per instr. No.
is along the north
as per instr. No.
1 instr. No. 20-10691
is east a distance of
of 256.35 feet; north
the north line
as 00 seconds east a
Section Five-A as
a distance of
Chapman
west 1/2 of the
2 seconds west
the

corner;
the
the

TAXES CURRENT
AS OF 10-14-00:
013-30507-00

This subdivision consists of ten
(10) lots numbered 01 thru 100,
and Block A. The
dimensions are shown in feet and
decimal parts thereof.

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. 94-0119 in the office
of the Recorder of Hancock
County, Indiana.

DULY ENTERED FOR TAXATION
OCT 16 2000

HAROLD GIBSON, Registered
Land Surveyor, RLS910021