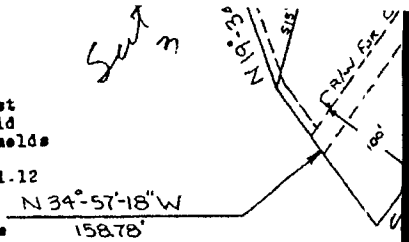


Range 1 East of the Second Principal Meridian, Center Township, Boone County, Indiana and being more particularly described as follows; to wit:

From the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 19, Township and Range aforesaid proceed thence North 0 degrees, 7 minutes, 5 seconds East for a distance of 1051.43 feet to the point of beginning, said point of beginning being in the Center line of the Small-Reynolds Drain as existing, thence following said Center line South 44 degrees, 20 minutes, 30 seconds West for a distance of 361.12 feet; thence South 56 degrees, 30 minutes, 20 seconds West for a distance of 118.50 feet; thence South 60 degrees, 47 minutes, 0 seconds West for a distance of 150.00 feet; thence South 49 degrees, 41 minutes, 0 seconds West for a distance of 164.00 feet; thence South 38 degrees, 29 minutes, 0 seconds West for a distance of 256.20 feet to the Southeast Corner of Section 3 of Chadwick Village as recorded in the records in the office of the Recorder of Boone County, Indiana; thence North 34 degrees, 57 minutes, 18 seconds West for a distance of 158.78 feet; thence North 19 degrees, 34 minutes, 0 seconds West for a distance of 283.20 feet; thence North 2 degrees, 56 minutes, 24 seconds West for a distance of 139.58 feet; thence North 82 degrees, 3 minutes, 57 seconds West for a distance of 240.00 feet; thence North 89 degrees, 42 minutes, 42 seconds West for a distance of 148.00 feet; thence North 5 degrees, 58 minutes, 3 seconds West for a distance of 266.59 feet; thence North 89 degrees, 42 minutes, 42 seconds West for a distance of 194.00 feet; thence North 0 degrees, 17 minutes, 18 seconds East for a distance of 345.84 feet; thence South 89 degrees, 42 minutes, 42 seconds East for a distance of 199.36 feet; thence North 80 degrees, 33 minutes, 51 seconds East for a distance of 60.00 feet; thence North 56 degrees, 39 minutes, 47 seconds East for a distance of 264.60 feet; thence South 89 degrees, 52 minutes, 7 seconds East for a distance of 1080.00 feet to a point in the Center line of the Small-Reynolds Drain; thence South 0 degrees, 7 minutes, 53 seconds West along said Center line for a distance of 625.00 feet to the point of beginning, containing 30.17 acres more or less, subject however, to all public highways, legal Rights-of-Way and easements of Record.



Said section consists of 48 lots numbered 501 through 548. The location and the dimensions of lots, streets and easements are shown on the above plat.

I do hereby Certify that all of the above is true and Correct:
 DATE Nov. 12, 1973 SIGNED William K. Elsey
 William K. Elsey

The undersigned, Chadwick Village, Inc., Joseph J. Smith
 President, and William K. Elsey, Secretary, being the owners of the real estate hereafter and described on the plat hereon, do hereby certify that we have laid off, platted and subdivided; and do hereby lay off, plat and subdivide real estate in accordance with the hereon plat. Said subdivisions shall be known and designated as Section 5 of Chadwick Village, a subdivision of the City of Lebanon, Boone County, Indiana. Streets shown and not heretofore dedicated are hereby dedicated for public use.

The undersigned owners being desirous that certain restrictive covenants run with the above described real estate, do hereby state the following restrictive covenants shall be binding upon each tract, an owner who may hereinafter own any of the tracts separated from the above described real estate. Such restrictive covenants are made for the purpose of establishing the character of the neighborhood and the maintenance of value levels through the regulation of type, size and placement of buildings, tract sizes, reservations of easements and prohibition of nuisances and shall be equally binding upon one tract owner in the future as on all tract owners, their heirs and assigns. The covenants heretofore made a part of the plat of Section 5 of Chadwick Village.

- USE:** All numbered lots in this Addition shall be designated as residential lots. Only single-family dwellings with accessory building and not exceeding two and one-half (2-1/2) stories in height may be erected or maintained on said lots. Minimum ground floor area shall be 1200 square feet for one story and 800 square feet for two-story houses exclusive of garages, open porches, carports and breezeways.
- BUILDING LINES:** No residence shall be erected to any side lot line closer than a distance equal to ten per cent (10%) of the width of the lot. Front and rear building lines shall be determined by the Architectural Committee.
- PROHIBITED USE:** No trailer, tent, shack, basement, garage, barn or other out building or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no boat, trailer or camper of any kind (including but not limited to the camp, house trailers, camping trailers or boat trailers) shall be kept or parked upon said lot except in a garage or other approved structure.

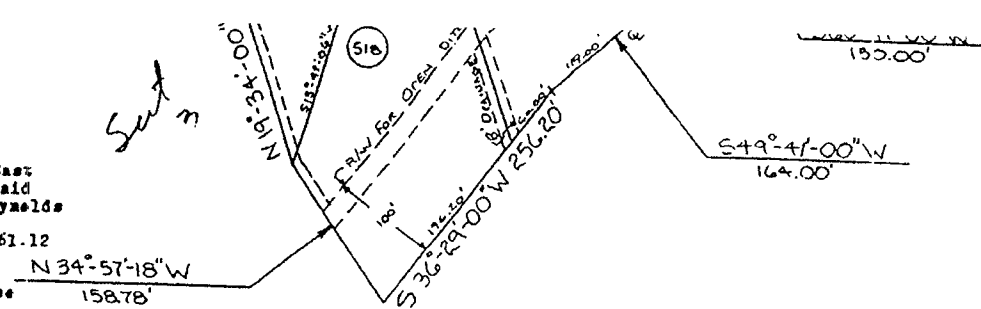
ANNUAL	FRACTIONAL	DEED	TOLERANCES
8 OCT 73	CHADWICK VILLAGE SECTION 5	PLAT	WILLIAM K. ELSEY, JR. PRESIDENT
DATE	TITLE	NOTED	WILLIAM K. ELSEY PRESIDENT
8 OCT 73	CHADWICK VILLAGE SECTION 5	NOTED	WILLIAM K. ELSEY PRESIDENT
DATE	TITLE	NOTED	WILLIAM K. ELSEY PRESIDENT
8 OCT 73	CHADWICK VILLAGE SECTION 5	NOTED	WILLIAM K. ELSEY PRESIDENT

- SIGNS:** No sign of any kind shall be displayed to the public view on any dwelling lot, except one sign not more than 5 square feet advertising the property for sale or rent, or signs used to advertise a property during the construction and sale.
- ACCESSORY BUILDINGS AND USES:** Accessory buildings shall not exceed 30' x 30' in dimension and shall be situated to the rear of the building line and not closer than 10 feet to any side lot line. All accessory buildings shall be approved by the Architectural Committee prior to construction.
- MOTOR VEHICLES:** All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or carports provided; however, exception thereto may be granted by the Architectural Committee. No disabled vehicle shall be openly stored on any lot. Only passenger cars and station wagons may be regularly parked in residential areas. Pickup trucks and panel trucks parked overnight must be parked in garages. All 1-1/2 ton trucks or dual wheel trucks shall be prohibited.
- LOT MAINTENANCE:** At no time shall any lot or parcel be stripped of its top soil, trees or allowed to go to waste by being neglected, excavated, unweeded or having refuse or trash thrown or dumped upon it. No brick, lumber, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the purpose in which they are to be used to be completed. The natural topography of the lots at the time of recordation of this plat shall not be changed except upon approval of the Architectural Committee.

- SWIMMING POOLS:** To the rear of lot from a side or substantial protection shall be adequate danger or harm catching gate. maintained between
- NUISANCE:** No no upon any lot in on which shall b
- ANIMALS:** No pou fained on any lo ident from keep
- EASEMENTS:** They MARKED Utility the use of the p and lot owners s be built upon s gress and egress utilities, gover in this Addition
- ACCESS:** Access Driveway. Said six (6) months thereon.
- ARCHITECTURAL C** altered on any hereof until the complete plat p nittee as to the -levation and g lot in harmony at finished gra
- ARCHITECTURAL C** composed of Lic engineer of his Each member of of plans submit Committee. Men designate a rep the event of de the vacancy sh members and the in said plat; ed times be a pro said written by Committee with deemed that the
- FENCES:** Ornan would, in any way, only upon the writ
- PARKING PLACI** (2) ear attached except on the app
- SIGHT DISTANC** hedge planting wh and six feet above remain on any cor street, property; five (25) feet fr of a corner prop lines extended. lot within ten (10 the edge of a road such distances at talked at such he mental decoration shall be a minimum shall be approved

to South half of Section 19, Township 19 North, R. 1 of the Second Principal Meridian located in Ship, Boone County, Indiana and being more particularly described as follows; to wit:

West Corner of the Southeast Quarter of the Section 19, Township and Range aforesaid thence North 0 degrees, 7 minutes, 5 seconds East for a distance of 1051.43 feet to the point of beginning, said beginning being in the center line of the Small-Reynolds Drain, thence following said center line South 20 minutes, 30 seconds West for a distance of 361.12 feet; thence South 56 degrees, 30 minutes, 20 seconds West for a distance of 118.50 feet; thence South 60 degrees, 47 minutes, 41 seconds West for a distance of 150.00 feet; thence South 38 degrees, 29 minutes, 0 seconds West for a distance of 256.20 feet to the Southeast Corner of Chadwick Village as recorded in the records in the Recorder of Boone County, Indiana; thence North 57 minutes, 18 seconds West for a distance of 158.78 feet; thence North 19 degrees, 34 minutes, 0 seconds West for a distance of 283.20 feet; thence North 2 degrees, 4 seconds West for a distance of 139.58 feet; thence North 82 degrees, 3 minutes, 57 seconds West for a distance of 148.00 feet; thence North 5 degrees, 2 seconds West for a distance of 266.59 feet; thence North 42 minutes, 42 seconds West for a distance of 345.84 feet; thence North 89 degrees, 2 seconds East for a distance of 199.36 feet; thence North 80 degrees, 33 minutes, 51 seconds East for a distance of 264.60 feet; thence South 89 degrees, 7 minutes, 7 seconds East for a distance of 1080.00 feet in the center line of the Small-Reynolds Drain; thence North 0 degrees, 7 minutes, 53 seconds West along said drain for a distance of 625.00 feet to the point of beginning 30.17 acres more or less, subject however, to highways, legal Rights-of-Way and easements of



consists of 48 lots numbered 501 through 548. The dimensions of lots, streets and easements are above plat.

certify that all of the above is true and correct:

2, 1973 SIGNED William K. Elsey
William K. Elsey

4. Chadwick Village, Inc., Lloyd G. Smith
Lloyd G. Smith, Secretary, being the owners of the above described real estate, do hereby state that we have laid off, platted and subdivided; and do hereby divide real estate in accordance with the plat and subdivision shown and designated as Chadwick Village, a subdivision of the City of Lebanon, Indiana. Streets shown and not heretofore dedicated are shown for public use.

owners being desirous that certain restrictive covenants be described real estate, do hereby state the following covenants shall be binding upon each tract, an owner of any of the tracts separated from the above estate. Such restrictive covenants are made for the purpose of maintaining the character of the neighborhood and the value levels through the regulation of type, size and siting, tract sizes, reservations of easements and nuisances and shall be equally binding upon one tract owner as on all tract owners, their heirs and assigns, and heretofore made a part of the plat of Section 5 of Chad-

numbered lots in this Addition shall be designated as follows: Only single-family dwellings with accessory structures exceeding two and one-half (2 1/2) stories in height shall be maintained on said lots. Minimum ground floor area shall be 800 square feet for one story and 1000 square feet for two story and 1200 square feet for three story dwellings.

RES: No residence shall be erected to any side lot within a distance equal to ten per cent (10%) of the width of the lot and rear building lines shall be determined by the Architectural Committee.

USE: No trailer, tent, shack, basement, garage, barn or other temporary structure shall be used for temporary residential purposes on any lot in this Addition and no camper of any kind (including but not limited to travel trailers, camping trailers or boat trailers) shall be used upon said lot except in a garage or other approved structure.

4. SIGNS: No signs of any kind shall be displayed to the public view on any dwelling lot, except one sign not more than 5 square feet advertising the property for sale or rent, or signs used to advertise a property during the construction and sale.

5. ACCESSORY BUILDINGS AND USES: Accessory buildings shall not exceed 30' x 30' in dimensions and shall be situated to the rear of the building line and not closer than 10 feet to any side lot line. All accessory buildings shall be approved by the Architectural Committee prior to construction.

6. MOTOR VEHICLES: All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or carports provided; however, exception thereto may be granted by the Architectural Committee. No disabled vehicles shall be openly stored on any lot. Only passenger cars and station wagons may be regularly parked in residential areas. Pickup trucks and panel trucks parked overnight must be parked in garages. All 1-1/2 ton trucks or dual wheel trucks shall be prohibited.

7. LOT MAINTENANCE: At no time shall any lot or parcel be stripped of its top soil, trees or allowed to go to waste by being neglected, excavated, unweeded or having refuse or trash thrown or dumped upon it. No brick, lumber, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the purpose in which they are to be used to be completed. The natural topography of the lots at the time of recordation of this plat shall not be changed except upon approval of the Architectural Committee.

8. **SWIMMING POOLS:** Private swimming pools may be constructed only to the rear of the residence building, not closer than 10 feet from a side or rear lot line, and shall be enclosed by a substantial protective barrier at least six (6) feet in height which shall be adequate to protect persons, children or animals from danger or harm and shall be equipped with a self-closing, self-latching gate. Further, a buffer landscape screen shall be maintained between the pool and adjoining property.
9. **NUISANCE:** No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done there on which shall be or become a nuisance to the neighborhood.
10. **ANIMALS:** No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet or bird.
11. **EASEMENTS:** There are strips of ground shown on the within plat marked "Utility Easement" (U.E.) which strips are reserved for the use of the public utility companies, governmental agencies and lot owners in Chadwick Village. No permanent structure shall be built upon said easements except for roadways granting ingress and egress title subject to the rights of the public utilities, governmental agencies and rights of other lot owners in this Addition, to said easements herein granted.
12. **ACCESS:** Access to every lot within this plat shall be by frontal driveway. Said driveways shall be concrete or asphalt within six (6) months of the date of occupancy of a residence constructed thereon.
13. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot for a period of twenty (20) years from date hereof until the construction, plans and specifications and the complete plot plan have been approved by the Architectural Committee as to the quality and type of materials and workmanship, elevation and grade of dwelling and location of dwelling on such lot in harmony with exterior design and other existing structures at finished grade elevations.
14. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of Lloyd G. Smith or his assigns, and a professional engineer of his designation, and Don P. Morton, Attorney at Law. Each member of said Committee shall have one vote and approval of plans submitted shall be gained by a majority vote of said Committee. Members of the Committee shall have the right to designate a representative to act for and on their behalf. In the event of death or resignation of a member of the Committee, the vacancy shall be filled by appointment by the remaining members and the selection shall be from the remaining homeowners in said platted area; provided, however, there shall at all times be a professional engineer on said Committee. In the event said written approval or disapproval is not received from the Committee within 14 days from date of submission, it shall be deemed that the Committee has approved the presented plans.
15. **FENCES:** Ornamental fences or continuous shrub planting, which would, in any way, serve the purpose of a fence, shall be permitted only upon the written approval of the Architectural Committee.
16. **PARKING FACILITIES:** All dwellings shall have a minimum of a two (2) car attached garage. There shall be no open carports permitted except on the approval of the Architectural Committee.
17. **SIGHT DISTANCE AT INTERSECTION:** No fence, walls, shrubs or hedge planting which obstructs sight lines at elevations between two and six feet above the roadway shall be permitted or permitted to remain on any corner lot within the triangular area formed by the street, property lines and the line connecting them at points twenty-five (25) feet from the intersection of a street line or, in the case of a corner property, from the intersection of the street property lines extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a property line with the edge of a roadway. No trees shall be permitted to remain within such distances at such intersection unless the foliage line is maintained at such height to prevent obstruction of sight lines. Ornamental decorations or walls designating the entrance to said lots shall be a minimum of ten (10) feet from the edge of the roadway and shall be approved by the Architectural Committee.
18. **ENFORCEMENT:** The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Architectural Committee who shall be entitled such relief without being required to show any damage of any kind or attempted violation. Said provisions shall be in full force and effect until twenty (20) years from date of recordation of this plat, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. **COVENANTS RUNNING WITH THE LAND:** The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons owning lots in Chadwick Village or claiming same of them.
20. **APPLICATION AND COVENANTS:** It is understood by all parties persons owning lots in said Section of Chadwick Village or claiming thereunder that the covenants contained therein shall apply only to said Section of Chadwick Village and will not be applicable to any other sections of said Chadwick Village, developed either before or after the recordation of this plat.

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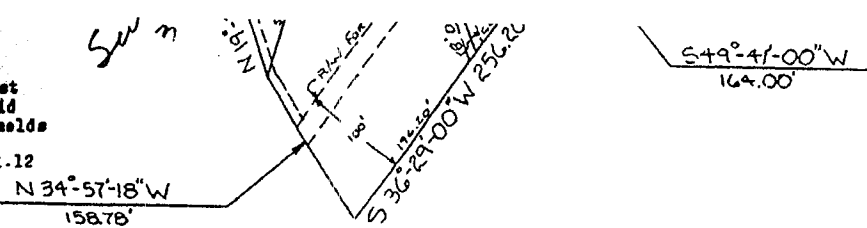
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8. **SWIMMING POOLS:** Private swimming pools may be constructed only to the rear of the residence building, not closer than 10 feet from a side or rear lot line, and shall be enclosed by a substantial protective barrier at least six (6) feet in height which shall be adequate to protect persons, children or animals from danger or harm and shall be equipped with a self-closing, self-latching gate. Further, a buffer landscape screen shall be maintained between the pool and adjoining property.
9. **NUISANCE:** No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done there on which shall be or become a nuisance to the neighborhood.
10. **ANIMALS:** No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet or bird.
11. **EASEMENTS:** There are strips of ground shown on the within plat marked "Utility Easement" (U.E.) which strips are reserved for the use of the public utility companies, governmental agencies and lot owners in Chadwick Village. No permanent structure shall be built upon said easements except for roadways granting ingress and egress title subject to the rights of the public utilities, governmental agencies and rights of other lot owners in this Addition, to said easements herein granted.
12. **ACCESS:** Access to every lot within this plat shall be by frontal driveway. Said driveways shall be concrete or asphalt within six (6) months of the date of occupancy of a residence constructed thereon.
13. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot for a period of twenty (20) years from date hereof until the construction, plans and specifications and the complete plot plan have been approved by the Architectural Committee as to the quality and type of materials and workmanship, elevation and grade of dwelling and location of dwelling on such lot in harmony with exterior design and other existing structures at finished grade elevations.
14. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of Lloyd G. Smith or his assigns, and a professional engineer of his designation, and Ron P. Norton, Attorney at Law. Each member of said Committee shall have one vote and approval of plans submitted shall be gained by a majority vote of said Committee. Members of the Committee shall have the right to designate a representative to act for and on their behalf. In the event of death or resignation of a member of the Committee, the vacancy shall be filled by appointment by the remaining members and the selection shall be from the remaining homeowners in said platted area; provided, however, there shall at all times be a professional engineer on said Committee. In the event said written approval or disapproval is not received from the Committee within 14 days from date of submission, it shall be deemed that the Committee has approved the presented plans.
15. **FENCES:** Ornamental fences or continuous shrub planting, which would, in any way, serve the purpose of a fence, shall be permitted only upon the written approval of the Architectural Committee.
16. **PARKING FACILITIES:** All dwellings shall have a minimum of a two (2) car attached garage. There shall be no open carports permitted except on the approval of the Architectural Committee.
17. **SIGHT DISTANCE AT INTERSECTION:** No fence, walls, shrubs or hedge planting which obstructs sight lines at elevations between two and six feet above the roadway shall be permitted or permitted to remain on any corner lot within the triangular area formed by the street, property lines and the line connecting them at points twenty-five (25) feet from the intersection of a street line or, in the case of a corner property, from the intersection of the street property lines extended. The same sight line limitation shall apply to any lot within ten (10) feet from the intersection of a property line with the edge of a roadway. No trees shall be permitted to remain within such distances at such intersection unless the foliage line is maintained at such height to prevent obstruction of sight lines. Ornamental decorations or walls designating the entrance to said lots shall be a minimum of ten (10) feet from the edge of the roadway and shall be approved by the Architectural Committee.
18. **ENFORCEMENT:** The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Architectural Committee who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners buying or through any such violation or attempted violation. Said provisions shall be in full force and effect until twenty (20) years from date of recordation of this plat, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of majority of the owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. **COVENANTS RUNNING WITH THE LAND:** The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons owning lots in Chadwick Village or claiming none of them.
20. **APPLICATION AND COVENANTS:** It is understood by all parties and persons owning lots in said Section of Chadwick Village or claiming thereunder that the covenants contained therein shall apply only to said Section of Chadwick Village and will not be applicable to any other sections of said Chadwick Village, developed either before or after the recordation of this plat.

21. **MAINTENANCE OF LEGAL DRAIN:** The owners of lots 519, and 522 through 530, and which lots Reynolds Ditch, shall maintain said ditch of all trees, weeds and brush. No one shall have the effect of destroying any banks of said ditch.
22. **DRAINAGE BASEMENT:** It is understood that there exist shown by the plat of Section 5 of Chadwick Village is parallel to the Reynolds Ditch. Lots shall not cause any obstruction within said drainage easement. Any structure shall be placed within said drainage easement shall be permanent. Provided, however, that the easement shall be cleaned, repaired, reconstructed, or have the right at their expense to remove.
23. **CURBS AND SIDEWALKS:** It is understood that wide sidewalks shall be constructed on the streets shown on this plat.

through 548. The
and easements are
true and correct:
Lloyd G. Smith
Lillian K. Elsey

Lloyd G. Smith
Lillian K. Elsey

Lloyd G. Smith
Lillian K. Elsey

being the owners
the plat herein, do
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3: Necessary buildings shall not
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ommittee.

Lloyd G. Smith
Lillian K. Elsey
Kathryn Jacqueline Smith

STATE OF INDIANA
COUNTY OF BOONE

Before me, the undersigned Notary Public
County and State, personally appeared
President, and Kathryn Jacqueline Smith,
Chadwick Village, Inc., and acknowledged
the foregoing instrument as their own
for the purpose herein expressed.

Witness my hand and notarial Seal this
1973.

My Commission expires:
March 26, 1976

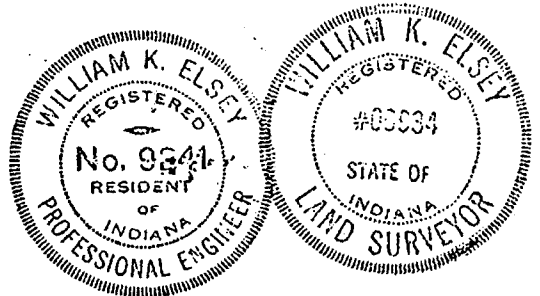
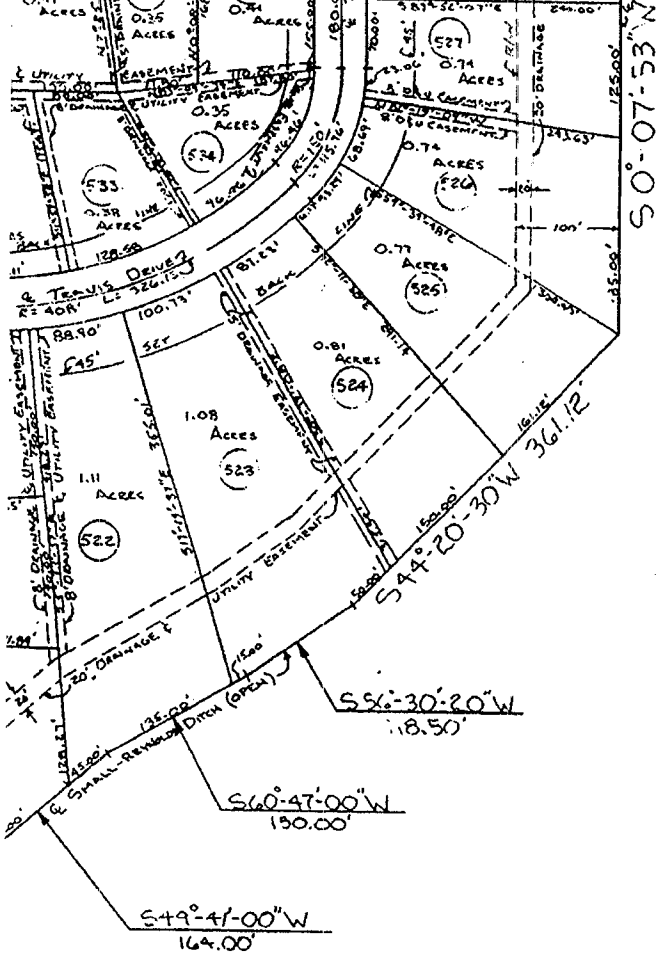
Under authority provided by Chapter 174,
acted by the General Assembly of the State
all laws amendatory thereto, and ordina-
City Council of the City of Lebanon, Ind

Approved by the Lebanon City Council, at
1973.

Robert M.
President, City
Secretary

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ing pools may be constructed only on the lot, not closer than 10 feet from the lot line and shall be enclosed by a sub-cast six (6) feet in height which shall be topped with a self-closing, self-latching door. No children or animals from the adjoining property shall be allowed on the pool.

Trade shall be carried on the lot and shall not be done there which shall be a nuisance to the neighborhood.

Animals shall be raised or maintained on the lot which shall not prohibit a residential use.

The ground shown on the within plat which strips are reserved for the use of the companies, governmental agencies and the public shall be maintained. No permanent structure shall be erected on the lot except for roadways granting ingress and egress to the public and the rights of other lot owners and the rights herein granted.

Within this plat shall be by front sidewalk which shall be concrete or asphalt within the lot occupancy of a residence constructed on the lot.

Building shall be erected, placed or maintained on the lot within the term of twenty (20) years from date of this plat and shall conform to the plans and specifications and the approval of the Architectural Committee of the City of Lebanon, Indiana, and the workmanship, material and location of dwelling on such lot shall conform to the existing structures on the lot.

An Architectural Committee shall be appointed by the City Council and shall be composed of a professional architect and a professional engineer and a member of the City Council. The Architectural Committee shall have one vote and approval shall be by a majority vote of said committee. The Architectural Committee shall have the right to act for and on behalf of the City Council in the appointment of a member of the Committee. The Architectural Committee shall be appointed by the remaining homeowners on the lot, however, there shall be at least one member on said Committee. In the event of a vacancy on the Committee, approval is not received from the date of submission, it shall be the duty of the City Council to approve the presented plans.

Continuous shrub planting, which shall be a fence, shall be permitted on the lot by the Architectural Committee.

Signs shall have a minimum of a two foot height and shall be as permitted by the Architectural Committee.

NOTE: No fence, walls, shrubs or other structures shall be erected between two lots which shall be permitted to be the triangular area formed by the lot lines connecting them at points twenty feet from the street line or, in the case of a street intersection, the property line limitation shall apply to any intersection of a property line with a street. The fence line shall be permitted to remain within the lot unless the fence line is a main obstruction of sight lines. Ornamenting the entrance to said lots shall be permitted on the roadway and sidewalk by the Architectural Committee.

21. **MAINTENANCE OF LEGAL DRAIN:** The owners of Lots numbered 518, 519, and 522 through 530, and which lots are contiguous to the Small-Reynolds Ditch, shall maintain said ditch by the Removal and Control of all trees, weeds and shrubbery. No Chemicals shall be used which would have the effect of destroying all vegetation in or along the banks of said ditch.

22. **DRAINAGE EASEMENT:** It is understood by the owners of Lots 518, 519, and 522 through 530 that there exists a drainage easement as shown by the plat of Section 5 of Chadwick Village, which easement is parallel to the Small-Reynolds Ditch and that the owners of said lots shall not cause to be planted any trees, shrubs, or weedy vegetation within said easement nor shall the owners thereof cause to be placed within said easement any permanent or temporary structures. Provided, however, in the event that Small-Reynolds Ditch should be cleaned, repaired or reconstructed the owners of said lots shall have the right at their option to remove the spoil resulting therefrom.

23. **CURBS AND SIDEWALKS:** It is understood that curbs and 4 feet wide sidewalks shall be constructed within the right-of-way of the streets shown on this plat.

Lloyd G. Smith
Lloyd G. Smith, President
Kathryn Jacqueline Smith
Kathryn Jacqueline Smith, Secretary

STATE OF INDIANA 33:
COUNTY OF BOONE

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Lloyd G. Smith, President, and Kathryn Jacqueline Smith, Secretary of Chadwick Village, Inc., and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the purpose herein expressed.

Witness my hand and notarial Seal this 12th day of Nov. 1973.
Don J. Martin
Notary Public

My Commission expires:
March 26, 1976

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto; and ordinances adopted by the City Council of the City of Lebanon, Indiana, as follows:

Approved by the Lebanon City Council, at a meeting, *Nov 26* 1973.

Robert M. Campbell
President, City Council
James Hauffole
Secretary

DULY EXEMPT FOR TAXATION
Sept 5, 1974
C. F. Taylor
AUDITOR BOONE COUNTY