

7/20/92

RESTRICTIONS
CHAPMAN ESTATES
FIRST SECTION
COVENANTS

The undersigned, R. D. Spencer, Inc., by its duly authorized officers, Richard D. Spencer, President, and S. Jean Carwein, Secretary. Owners of the real estate described on the Plat of Chapman Estates, First Section, hereby certify that they do hereby lay off, Plat and Subdivide the same in accordance with the Plat and certificate. This Subdivision shall be known and designated as CHAPMAN ESTATES, FIRST SECTION.

The original covenants were recorded on the 12th day of July, 1968, in Plat Book 5, pages 127-128, in the office of the Recorder of Hancock County, Indiana. The Chapman homeowners waived in writing the renewal of the original covenants in July of 1992. The Chapman homeowners submitted amended covenants to replace the original documents, also in July of 1992. CABINET A, SLIDE 175 & 176

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground of widths as shown on this plat, which are hereby reserved for use of public utilities for the installation and maintenance of poles, wires, mains, ducts, drains, and sewers, subject to the easements herein reserved.

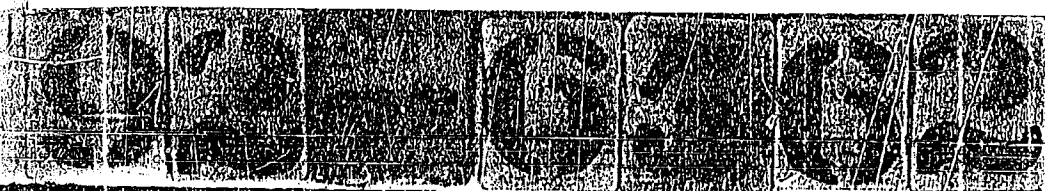
No Permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this subdivision, for ingress and egress, in, along, across, and through the several strips so reserved. There are also strips of ground shown on this plat and marked utility and drainage strips, said strips being reserved for utilities and for the channeling of the existing water flow.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling, not to exceed 2 1/2 stories in height, with an attached private garage for not more than 3 cars and not less than 2 cars, and one residential accessory building as defined below.

No hotel, boarding house, double house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No building, structure, or appurtenance thereto, except fences, shall be located within 5 feet of any side lot line, except where the buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residence building shall be

92-55-172
175 & 176
Cabinet A



erected or maintained nearer than 15 feet or 15% of the lot width at the building line, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

No trailers, shacks, or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of the proper structure and for use by the builder for his material and tools. (Excepting the one residential accessory building.)

Building lines as shown on this Plat in feet back from the property line are hereby established, between which line and the street property line there shall be erected or maintained no structure of any kind or part thereof.

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area, exclusive of open porches and garages, of less than 1400 square feet in the case of a one-story structure, or 900 square feet ground floor area in the case of a higher structure.

The exterior of all dwellings shall be of at least 25% masonry veneer and shall be in keeping with the development of the community. All dwellings must be fully completed on the outside before being occupied. Building paper or other similar material shall not constitute in whole or in any part of the outside finish of any building.

The residential accessory building shall be not 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).

No family dwelling and/or residential accessory building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision and as to location of the building with respect to the topography and finished ground elevations, by the Chapman Homeowners Committee. If the Committee shall fail to act upon any plan submitted to it for its approval within a period of 15 days from the submission date of same, then the owner may proceed with the building according to the plans submitted. The plans, however, shall not be contrary to any provision named in this instrument. The failure of such committee to act within 15 days shall be deemed an approval on the plans as submitted. The Chapman Homeowners Committee shall consist of 5 resident homeowners elected each September by the homeowners of Chapman Estates, Section I. The members of the Committee shall not be entitled to any compensation

Jan. 2, 2006

for services performed pursuant to this covenant.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

These restrictions constitute covenants running with the land and shall be in effect for a period of 10 years from this date, provided that at the expiration of said term, these restrictions shall be automatically renewed thereafter for periods of 10 years each, unless at least one year prior to the expiration of the first 10 year period, the owners or owner of the majority of tracts in this Addition shall execute and acknowledge a declaration in writing waiving renewals, and said written declaration shall be recorded in the office of the Recorder of Hancock County, Indiana, in which event the provisions above set out for renewals shall be nullified.

926542

1997 JUN -9 A 10-02

HAND
RECORDED
J. Rodela

Lot # 1

June 22, 1992

TO: CHAPMAN ESTATES HOMEOWNERS
FROM: CHAPMAN HOMEOWNERS COMMITTEE

On July 12, 1993, the current covenants for Chapman Estates expire and will be automatically renewed for another 10 years. As indicated by a neighborhood questionnaire, 36 of the 45 homeowners desired a change in the covenants to allow 1 residential accessory building. Four were opposed, and the remaining 5 were not opposed and adopted a "wait-and-see" attitude. The waiver for renewal and the proposed changes need to be submitted by July 12, 1992. A meeting was held on Sunday, June 14, 1992, at the Jerry Bell residence, as announced by a neighborhood handout. Homeowners attending elected a committee composed of Jerry Bell, Chairman, Dana Kirby, Mike McGowan, Jerry Bennett, and Bob Yeager to rewrite the covenants to make the desired changes. The rewritten document is attached with changes indicated in bold print.

We request that you read the document carefully, then indicate your approval or disapproval at the bottom of this letter. Sign, date, and return to Jerry Bell by June 29.

If you have any suggestions, please write them on the reverse side.

- We approve.
- We approve but suggest changes.
- We disapprove.

926562

[Signature] 6-30-92
 Homeowner Signature Date

Robert S. Bennett 6/30/92
 Homeowner Signature Date

1992 JUN 29 10 03
 Home
 [Signature]

DECLARATION WAIVING RENEWAL OF COVENANTS

WHEREAS, on or about the 12th day of July, 1968, the officers of R. D. Spencer, Inc., an Indiana corporation, caused to be recorded at Plat Book No. 5, pages 127-128, in the Office of the Recorder of Hancock County, certain restrictive covenants running with the land and concerning that property known as Chapman Estates First Section; *CABINET A, SLIDE 175 & 176*

WHEREAS, further the covenants provided that they would be in full force and effect for a period of twenty-five (25) years and at the expiration of said twenty-five (25) years would automatically renew for periods of ten (10) years each thereafter; and

WHEREAS, further the covenants stated that one (1) year prior to the expiration of the first twenty five (25) year period the "owners or owner of the majority of tracts in this addition" could execute a declaration in writing waiving subsequent renewal; and

WHEREAS, it is the desire of the majority of the owners of the tracts in the First Section of Chapman Estates to waive the automatic renewal of said covenants so they may be modified and amended for future years; and

WHEREAS, it is further the desire of said majority landowners that the presently recorded covenants remain in full force and effect until amended covenants are recorded, but that the covenants as presently drafted not automatically renew by their terms.

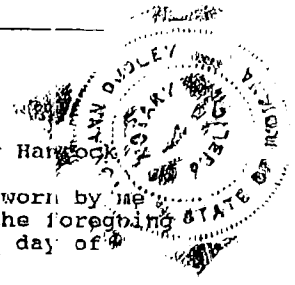
NOW, THEREFORE, the undersigned individuals, being owners of the majority of the tracts in the First Section of Chapman Estates, hereby as their own free and voluntary act, execute this declaration of waiver, all of whom have signed on or before July 12, 1992.

RECORDED
INDEXED
AUG 16 1992

Steph W. Keusoa
1605 Chapman

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

Before me the undersigned, a Notary Public for Hancock County, State of Indiana, personally appeared Steph W. Keusoa, and he/she being first duly sworn by me upon his/her oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 7th day of July, 1992.



Toniann Dudley
Notary Public
Toniann Dudley
Printed

My Commission Expires: 10-20-93

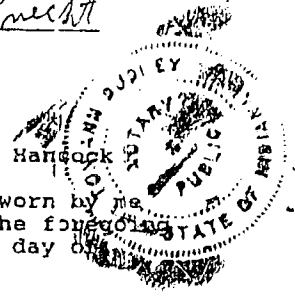
My County of Residence is: Shelby

Janae Th. O'Brien
HANCOCK CO. RECORDER
1992 JUL -9

Richard L. Knecht

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

Before me the undersigned, a Notary Public for Hancock County, State of Indiana, personally appeared Richard L. Knecht, and he/she being first duly sworn by me upon his/her oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 7th day of July, 1992.



Toniann Dudley
Notary Public
Toniann Dudley
Printed

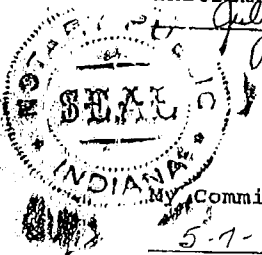
My Commission Expires: 10-20-93

My County of Residence is: Shelby



STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me the undersigned, a Notary Public for Hancock
County, State of Indiana, personally appeared
Carl W. [unclear], and he/she being first duly sworn by me
upon his/her oath, says that the facts alleged in the foregoing
instrument are true. Signed and sealed this 7th day of
July, 1992.



Lura E. Sams
Notary Public

LURA E. SAMS
Printed

My Commission Expires:
5-7-95

My County of Residence is:
HANCOCK

926511

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me the undersigned, a Notary Public for Hancock
County, State of Indiana, personally appeared
Thomas M. Brown, and he/she being first duly sworn by me,
upon his/her oath, says that the facts alleged in the foregoing
instrument are true. Signed and sealed this 7th day of
July, 1992.



Lura E. Sams
Notary Public

LURA E. SAMS
Printed

My Commission Expires:
5-7-95

My County of Residence is:
HANCOCK