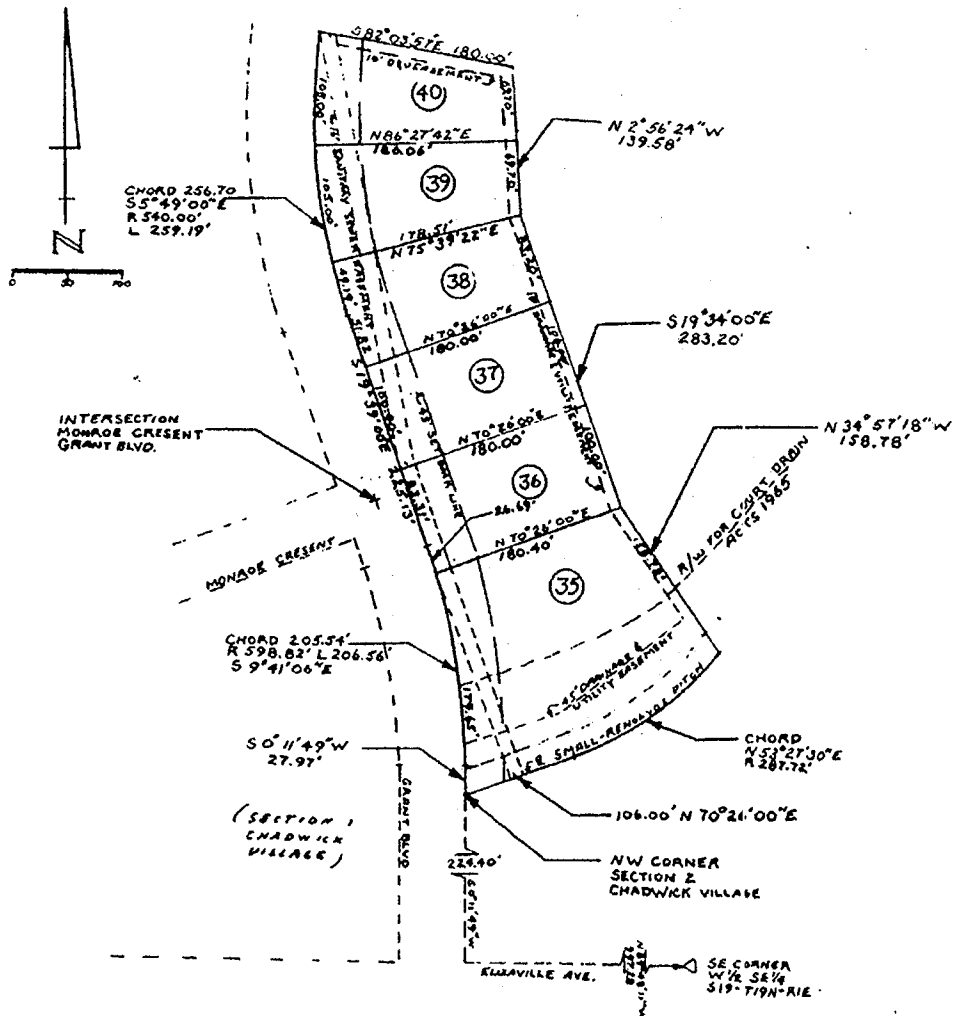


CHADWICK VILLAGE SECTION 3



CERTIFICATION AND DESCRIPTION OF CHADWICK VILLAGE, SECTION 3

I, William K. Elsey, duly registered as a Professional Engineer and Land Surveyor-9934 of the State of Indiana, do hereby certify the above plat of this subdivision was made by me or under my direction that the survey is true and complete as shown, that all stakes, monuments, and marks set, together with those found, are of the character and occupy the positions shown thereon.

Being a part of the West half of the Southeast Quarter of Section 19, Township 19 North, Range 1 East of the Second Principal Meridian located in the City of Lebanon, Center Township, Boone County, Indiana, being more particularly described as follows, to-wit: Beginning at a point on the East line of Grant Boulevard and the center line of the Small-Reynolds drain as existing, proceed along and with the center line of the Small-Reynolds drain in a North-easterly direction by the following bearings and distances; North 26 Degrees 26 Minutes 00 Seconds East for a distance of 106.00 feet; thence with a curve bearing to the left whose chord is North 53 Degrees 27 Minutes 30 Seconds East for a distance of 168.00 feet, Radius 287.72 feet; thence North 34 Degrees 57 Minutes 18 Seconds West for a distance of 158.78 feet; thence North 19 Degrees 34 Minutes 00 Seconds East for a distance of 283.20 feet; thence North 2 Degrees 24 Minutes 24 Seconds West for a distance of 139.58 feet; thence North 82 Degrees 03 Minutes 57 Seconds West for a distance of 180.00 feet to the East line of Grant Boulevard; thence curving left with a 5 foot radius curve for a distance of 259.19 feet (the chord of which bears South 5 Degrees 49 Minutes 00 Seconds East for a distance of 256.70 feet); thence South 19 Degrees 34 Minutes 00 Seconds East for a distance of 225.13 feet; thence curving right with a 598.82 foot radius curve for a distance of 206.56 feet (the chord of which bears South 9 Degrees 41 Minutes 06 Seconds East for a distance of 205.56 feet); thence South 0 Degrees 11 Minutes 49 Seconds East for a distance of 27.97 feet to the point of beginning, containing 2.86 acres, more or less, and being subject, however, to easements and rights-of-way.

Said Addition consists of 6 lots, numbered 35 through 40. 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 JAN 10, 1972

SIGNED William K. Elsey
William K. Elsey



19, Township 19 North, Range 1 East of the Second Principal Meridian, located in the City of Lebanon, Center Township, Boone County, Indiana, being more particularly described as follows, to-wit: Beginning at a point on the East line of Grant Boulevard and the center line of the Small-Reynolds drain as existing, proceed along and with the center line of the Small-Reynolds drain in a North-easterly direction by the following bearings and distances; North 70 Degrees 26 Minutes 00 Seconds East for a distance of 106.00 feet; thence with a curve bearing to the left whose chord is North 53 Degrees 27 Minutes 30 Seconds East for a distance of 168.00 feet, Radius 287.72 feet; thence North 34 Degrees 57 Minutes 18 Seconds West for a distance of 158.78 feet; thence North 19 Degrees 34 Minutes 00 Seconds East 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 03 Minutes 57 Seconds West for a distance of 180.00 feet to the East line of Grant Boulevard; thence curving left with a 540.00 foot radius curve for a distance of 259.19 feet (the chord of which bears South 5 Degrees 49 Minutes 00 Seconds East for a distance of 256.70 feet); thence South 19 Degrees 34 Minutes 00 Seconds East for a distance of 225.13 feet; thence curving right with a 598.82 foot radius curve for a distance of 206.56 feet (the chord of which bears South 9 Degrees 41 Minutes 06 Seconds East for a distance of 205.54 feet); thence South 0 Degrees 11 Minutes 49 Seconds East for a distance of 27.97 feet to the point of beginning, containing 2.86 acres, more or less, and being subject, however, to easements and rights-of-way. Said Addition consists of 6 lots, numbered 35 through 40. 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 JAN. 10, 1972

SIGNED William K. Elsey
 William K. Elsey



DEDICATION OF CHADWICK VILLAGE, SECTION THREE

The undersigned, Chadwick Village, Inc., by Lloyd J. Smith President, and William K. Elsey, Inc. Secretary, being the owners of the real estate shown 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 subdivision shall be known and designated as Section 3 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, reservation 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 3 of Chadwick Village.

1. **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 700 square feet for two-story houses exclusive of garages, open porches, carports and breezeways.
2. **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.
3. **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 in limitation thereof, house trailers, camping trailers or boat trailers) shall be kept or parked upon said lot except in a garage or other approved structure.
4. **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.
5. **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.
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 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.

DATE		JAN. 1972	
PLAT		CHADWICK VILLAGE SECTION 3	
DRAWN BY		WILLIAM K. ELSEY, INC.	
CHECKED BY		WILLIAM K. ELSEY, L.S., P.E.	
NOTED		PRESIDENT	
REVISIONS		BY	
DATE		710804-6	

P. A. P.

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, unmowed 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 said lot line, and shall be enclosed by a substantial protective barrier at least five (5) 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 thereon 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 to said lots. The owners of all lots in this Addition shall take 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 three (3) years from date of construction of a residence 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 C. Smith or his assigns and a professional engineer of his designations, Max Cowan.

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 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 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 lot numbered 35, and which lot is 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 Lot 35 that there exists a drainage easement as shown by the plat of Section 3 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 woody 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

thereon.

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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.

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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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

STATE OF INDIANA }
COUNTY OF BOONE } SS:

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 4 day of July, 1972

Pauline Brenton
Notary Public

My Commission expires:

May 6 - 1972

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, 1971.

Robert M. Marshall
President, City Council
Ann Garoffalo
Secretary