

PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS FOR THE PLAT OF CHAPEL CHASE SUBDIVISION

Lots' 1 - 23

The undersigned, Biggs, Inc., owners in fee simple of the real estate known as Chapel Chase, do now and hereby cause said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached hereto, subject to the covenants, restrictions and limitations hereinafter set forth.

1. Plat. The lots in said Chapel Chase are designated by numbers on said Plat from one (1) to twenty-three (23) consecutively and inclusive and dimensions in feet and decimal parts thereof are noted on the face of the plat. All lots in this Addition shall be subject to the provisions of building setback lines, covenants, easements, restrictions, conditions and limitations as hereinafter set out which shall be binding upon the purchasers of any of said lots, their heirs, executors, administrators, grantees and assigns, and said covenants, agreements, easements, restrictions, conditions and limitations shall run the land and shall be binding upon all owners of said lots, present and future, and upon any and all persons claiming under them until twenty years from recordation hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

2. Use of the Land. All lots in Chapel Chase Addition shall be used for residential purposes only and no noxious or offensive trade or commercial activity may be conducted on any of said lots, particularly home beauty shops and garage repair. No obnoxious animals shall be kept on any of said lots, provided that, this shall not prohibit the keeping of dogs, cats and birds as pets if the keeping of same is not commercial enterprise. No building or structure other than residential structure shall be erected, altered, placed or permitted to remain on any of said lots, nor shall any part or portion thereof be used or occupied for any purpose except residential, provided, however that this restriction shall not exclude the erection on said lots of a garage, attached or detached for not more than three (3) cars and in addition thereto one (1) proper outbuilding for use as a tool or garden house, covered summer-house, playhouse, barbecue, R.V. storage or general utility building. In no case shall any structure, yard fence, or private convenience place upon any of said lots encroach upon easements indicated on the plat or herein set out, or obstruct the front view at the set back line. All final yard work and or grading shall conform to the necessary grades to enable storm water swales to function properly. Each lot shall have a hard surface driveway minimum of 18 feet in width.
3. Fencing: No wire or metal fence will be permitted on any lot except a chain link fence, wrought iron fence or ornamental metal fence. No fence of any kind shall be permitted in the portion of the lot in front of the main structure. All fencing to have approval of Architectural Control Committee.
 - A. A fence shall be erected on the north property line by the developer per request of the planning commission. The fence shall be a wire farm type

fence with a single barbed wire on top to prevent direct trespassing onto the adjacent property.

4. Easements. Easements as shown on the plat are hereby expressly reserved and dedicated for the installation, erection, construction and maintenance of sewers, drains, pipe lines, conduit, poles, wires and the necessary and proper attachment in connection therewith and for any other public utility furnished beneath the surface of the ground. Any individual or corporation engaged in the installation or maintenance of any sewers, drains, pipe lines, conduit, poles, wires, etc., for furnishing any utilities will have the right to enter upon said easements for any purposes for which easements are reserved, using care however to restore the said premises as nearly as possible to the same condition which existed at the time of such entry.

All utility easements as dedicated on the face of the plat shall be kept free of all permanent structures and the removal of any obstructions such as structures, trees, shrubbery, fences, or other installation thereon, whether temporary or permanent, by a utility company shall in no way obligate the utility company in damages, or, to restore the obstruction to its original form.

5. No Temporary Dwellings. No trailers, basement, tent, shack, garage, barn or other outbuildings on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor shall any buildings be moved onto any lots from any off-site lot.
6. Signs and Billboards. No billboards or other advertising signs or devices shall be placed or maintained on any lot other than one (1) sign having not more

than four (4) square feet of surface advertising the lot or dwelling house for sale or lease; provided, that such billboards or other advertising sign or devices may be erected and maintained as are deemed necessary for the original sale of said lots and new homes during development except as otherwise directed by the Architectural Control Committee..

7. Building Permit Before any lot or tract located within the subdivision may be used and occupied, such use or occupier shall first obtain from the Zoning Administrator the Improvement Location Permit required by the Adams County Zoning Ordinance.
8. Completion Before any house or building on any lot or tract in the subdivision shall be used and occupied as a dwelling or as otherwise provided in subdivision restrictions, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in said plans and specifications filed with the Commission.
9. Occupancy Permit Before any house or building on any lot or tract in the subdivision shall be used or occupied as a dwelling or as otherwise provided in the subdivision restrictions and zoning ordinance, the developer or any subsequent owner of said lot or tract shall first obtain from the Zoning Administrator the Certificate of Occupancy as required by the Adams County Zoning Ordinance.
10. Subdividing The further subdividing of any lot or combination of lots, within the subdivision unless previously approved by the Architectural Control Committee.

11. Agricultural Disclaimer It is recognized that property adjoining and or neighboring this Subdivision has been and is being used and utilized for agricultural purposes. The undersigned for themselves and their successors and assigns and all persons acquiring titles to lots in this Subdivision, hereby agree that no individual or collective action, injunctive or otherwise, shall be instituted or maintained against adjourning landowners, their agents and tenants or account of any alleged nuisances, noise, dust or odors arising from normal agricultural operations conducted on the real estate abutting, adjoining or near the lots in the Subdivisions.
12. Minimum Area No dwelling shall be erected on any of the said 44 lots with a living space exclusive of open porches, breezeways or garage with square footage of less than 1100 Sq. Ft. No dwelling shall have less than 400 Sq. Ft. designated for an attached garage in addition to the living square footage. All garages shall have a minimum garage door size of 12 feet.
13. Trash Storage. Equipment for the storage or disposal of rubbish, trash, garbage, or other waste shall be kept clean and sanitary.
14. Yard Lights. Each dwelling will cause an automatically dusk to dawn controlled yard light or other illumination device to be installed in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Such yard lights or illuminating devices will be of such design and construction as shall be approved by the Architectural Control Committee; said committee shall also have the authority to approve a change in the location of said yard lights or illuminating devices.
15. Community Association. The Developer shall cause to be incorporated CHAPEL CHASE COMMUNITY ASSOCIATION, INC., a not-for-profit

association. Only one such association shall be recognized and approved by the Developer. Said association shall:

- A. form at the discretion of the developer after a reasonable number of lots are transferred to the new owner.
- B. Be the overall governing body of the subdivision.
- C. Select officers and set annual dues per lot owner.
- D. Be responsible for all common areas of the subdivision encompassing all open areas, water detentions areas and entrance areas.

16. Membership. One membership shall be created for each lot or living unit planned in the Addition. Membership shall be comprised of owners of lots in all sections of CHAPEL CHASE.

- A. Membership Transfer. Memberships will transfer from the Developer to his grantee upon delivery of the deed.
- B. Continuing Membership. The purchaser of any lot or living unit in the Addition shall be a member of said Association and shall continue to be a member of said Association so long as he/she continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living unit.
- C. Duration and Alteration. These protective covenants, restrictions and limitations shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners and Leasees of land in said Addition and all persons claiming under them. They shall continue in existence for a period of twenty (20) years from the date of the recording hereof and thereafater shall

be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of no less than sixty-five (65%) percent of the memberships of the Community Association; and may be changed, altered or amended by the Developer within forty (40) months from and date of recording hereof: All said amendments, changes, or alterations, however, shall have the prior approval of the Adams County Plan Commission or its successors.

17. Architectural Control Committee: The Architectural Control Committee shall be comprised of the Developer and 2 additional members at the Developers discretion.
18. Waiver. The failure of either the Developer or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.
19. Severability. Invalidation of any of these provisions shall in no way affect any of the other provisions, which shall remain in full force and effect.
20. Restrictions Separately Enforced. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and affect.
21. Enforcemenet. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants

shall run with the land and may be enforceable by Adams County, the Home Owners Association or by any aggrieved lot owner in this subdivision.

The owner, present and future may enforce all of the above covenants by injunction and on violation they shall have cause of action for damages against the person or persons violating or attempting to violate such covenants or to recover damages, or other dues for such right or cause of action to enforce any of the covenants herein at the time of such violation or attempt to violate such covenants shall in no event be deemed to be a waiver of the right to do so thereafter.

Invalidation of any one of the covenants by judgment or court order shall in no way effect any of the provisions, which shall remain in force and effect.

The owner, present and future will not object to an annexation petition, which may at some future date be filed by the City of Decatur.

IN WITNESS WHEREOF, the said Biggs, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed, by Ralph E. Biggs, its President and Bonnie J. Urick, its Secretary, thereunto duly authorized by resolution of its Board of Directors this 25th day of June, 1997.

Biggs, Inc.

By: Ralph E. Biggs, President

By: Bonnie J. Urick, Secretary

STATE OF INDIANA)

) SS:

COUNTY OF ADAMS)

Before me the undersigned, a Notary Public for Adams County, State of Indiana, personally appeared Ralph E. Biggs, President and Bonnie J. Urick, Secretary, and acknowledged the execution of this instrument this 25th day of June, 1997.

My commission expires:

August 23, 2000

Regina L. Glover, Notary Public

Resident of Adams County, Indiana

Prepared by: Kevan Biggs

**PROTECTIVE RESTRICTIONS, COVENANTS
AND EASEMENTS FOR THE PLAT OF
CHAPEL CHASE SUBDIVISION
PHASE II**

Lots' 24 - 44

The undersigned, Biggs, Inc., owners in fee simple of the real estate known as Chapel Chase, do now and hereby cause said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached hereto, subject to the covenants, restrictions and limitations hereinafter set forth.

1. Plat. The lots in said Chapel Chase are designated by numbers on said Plat from twenty-four (24) to forty-four (44) consecutively and inclusive and dimensions in feet and decimal parts thereof are noted on the face of the plat. All lots in this Addition shall be subject to the provisions of building setback lines, covenants, easements, restrictions, conditions and limitations as hereinafter set out which shall be binding upon the purchasers of any of said lots, their heirs, executors, administrators, grantees and assigns, and said covenants, agreements, easements, restrictions, conditions and limitations shall run the land and shall be binding upon all owners of said lots, present and future, and upon any and all persons claiming under them until twenty years from recordation hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

2. Use of the Land. All lots in Chapel Chase Addition shall be used for residential purposes only and no noxious or offensive trade or commercial activity may be conducted on any of said lots, particularly home beauty shops and garage repair. No obnoxious animals shall be kept on any of said lots, provided that, this shall not prohibit the keeping of dogs, cats and birds as pets if the keeping of same is not commercial enterprise. No building or structure other than residential structure shall be erected, altered, placed or permitted to remain on any of said lots, nor shall any part or portion thereof be used or occupied for any purpose except residential, provided, however that this restriction shall not exclude the erection on said lots of a garage, attached or detached for not more than three (3) cars and in addition thereto one (1) proper outbuilding for use as a tool or garden house, covered summer-house, playhouse, barbecue, R.V. storage or general utility building. In no case shall any structure, yard fence, or private convenience place upon any of said lots encroach upon easements indicated on the plat or herein set out, or obstruct the front view at the set back line. All final yard work and or grading shall conform to the necessary grades to enable storm water swales to function properly. Each lot shall have a hard surface driveway minimum of 18 feet in width.
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The owner, present and future will not object to an annexation petition, which may at some future date be filed by the City of Decatur.

IN WITNESS WHEREOF, the said Biggs, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed, by Ralph E. Biggs, its President and Carol A. Bentz, its Secretary, thereunto duly authorized by resolution of its Board of Directors this _____ day of _____, 20__.

Biggs, Inc.

By: Ralph E. Biggs, President

By: Carol A. Bentz, Secretary

STATE OF INDIANA)

) SS:

COUNTY OF ADAMS)

Before me the undersigned, a Notary Public for Adams County, State of Indiana, personally appeared Ralph E. Biggs, President and Carol A. Bentz, Secretary, and acknowledged the execution of this instrument this _____ day of _____, 20__.

My commission expires:

August 23, 2008

Regina L. Glover, Notary Public

Resident of Adams County, Indiana

Prepared by: Kevan Biggs