

Colony Acres Sec 1

4 V

do hereby lay off, plat, and subdivide into lots and streets the real estate

Leona Wall, wife and husband, being the owners of record of the above described land, do hereby lay off, plat, and subdivide into lots and streets the real estate

the streets shown and not hereinafter designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one structure, nor less than 1000 square feet in the

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 structure, nor less than 1000 square feet in the

dwelling, not to exceed two and one-half stories in height, having a ground floor area of not less than 1200 square feet in the case of a one structure, nor less than 1000 square feet in the

Front and side building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge or

shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street

property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The

same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain

within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of the sight line. No structure shall be erected or maintained on any

lot in this subdivision having a side yard of less than 10.0 feet.

No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for permanent residential purposes on any lot in this addition.

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.

No lot in this subdivision shall be re-subdivided into a building lot having an area of less than 20,000 square feet.

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 animal or bird. No farm animals, riding horses or fowl

shall be permitted on any lot or lots in this subdivision and no pets or domestic animals for commercial purposes kept thereon. The use of streets and/or land in this subdivision for bridal paths is

hereby prohibited.

There are strips of ground as shown on the within plat marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including street car

or transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Boone County, Indiana, and to the

rights of the public utilities and to those of the other owners of lots in this addition, to said easement herein granted for ingress and egress in, along and through the strips of ground so reserved.

All dwellings shall have a minimum of a one car attached garage and not more than a three car attached garage. No garage doors may face the front of the lot, and there shall be no open car ports.

No building shall be erected, placed or altered on any building plot 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 elevation

by a committee composed of Leona Wall and Richard A. Wall, or a representative or representatives designated by them. In the event of the death or resignation of any member of said committee, the

remaining member shall have authority to approve or disapprove such design and location or to designate a representative of like authority. If the committee shall fail to act upon any plans submitted,

to it for its approval within a period of 15 days from the submission date of the same, then the owner may proceed with the building according to the plans submitted, which plans, however, shall not be

contrary to any provision, covenants, conditions and restrictions named in this instrument, and the failure of such committee to act within 15 days shall be deemed an approval on the plan so submitted.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee

and of its representatives shall cease on and after July 15, 1975. Thereafter, the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written

instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and recorded appointed representative, who shall thereafter exercise the same powers previously

exercised by said committee.

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 any structure 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, who shall be entitled to such relief without being required to show any damage

of any kind to any such owner or owners by or through any such violation or attempted violation. Said provisions shall be in full force and effect until June 1, 1985, 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 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.

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

No improved or unimproved lot in this subdivision shall be used for the open-air storage of a boat, boat trailer, house trailer, or similar contrivance.

IN WITNESS WHEREOF, Leona Wall and Richard A. Wall, wife and husband, have executed this instrument and caused their seals to be affixed thereto this 30th day of May, 1965.

Leona Wall
Richard A. Wall

STATE OF INDIANA)
COUNTY OF BOONE) SS

Personally appeared before me, the undersigned, a Notary Public in and for said County and State

Approved June 7 1965

CURVE DATA

CURVE BEARING $N63^{\circ} 27' 00'' W$ 194.48'
CURVE LENGTH 199.50'
RADIUS 450.00'

PROTECTIVE COVENANTS, RESTRICTIONS, LIMITATIONS AND EASEMENTS

Lots 1 and 2 in said Addition shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges as set forth in the original Plat of Colony Acres, Section One, as recorded in Plat Book 4, page 183, in the Office of the Recorder of Boone County, Indiana.

DEDICATION OF AMENDED PLAT OF COLONY ACRES, SECTION ONE, LOTS 1 AND 2

We, the undersigned, Roy T. and Frances M. Dulin, owners of Lots 1 and 2 of Colony Acres, Section One, as recorded in Plat Book 4, page 183, the real estate shown and described on the hereto plat, do hereby certify that we have laid off, platted and subdivided said real estate in accordance with the hereto Amended Plat.

This Subdivision of Land shall be known and designated as the Amended Plat of Colony Acres, Section One, Lots 1 and 2, being located in Eagle Township, Boone County, Indiana.

Witness our hands, this 27th day of July, 1933.

Roy T. Dulin
Roy T. Dulin

Frances M. Dulin
Frances M. Dulin

STATE OF INDIANA)
COUNTY OF BOONE) SS:

Before me, the undersigned Notary Public in and for said County and State, this 27th day of July, 1933, personally appeared Roy T. Dulin and Frances M. Dulin, for the purpose of the execution of the foregoing instrument for the uses and purposes mentioned.

My commission expires 3/30/35
CATHERINE J. ANDERSON
NOTARY PUBLIC STATE OF INDIANA
BOONE COUNTY
MY COMMISSION EXP. MAR 30, 1935

Catherine J. Anderson
Notary Public

STATE OF INDIANA)
COUNTY OF BOONE) SS: