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Search Number: 215838



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To: House, In
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 From: Accufast Title Search Services
 Date: 5/13/2004 9:00:00 AM

**PLEASE SEE NOTES
 THANKS**

County: Boone
 Applicant: Liu, Fang Dao & Dong, Qing (seller)
 Op Applicant:
 Address: 28 Cedar Crest
 City/State/Zip Code: Zionsville IN 46077

Additional Information / Instructions :

Please get a copy of the GCR's for Colony Square in Boone County.

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STATE, HEREBY APPROVES COLONY SQUARE, NY PARADISE ST. SUBDIVISION, General Partner, and acknowledged the execution of the above and foregoing as its and their voluntary act and deed for the uses and purposes therein expressed.

Notary Public _____

My Commission Expires _____

Recorded w/ plat

PROTECTIVE COVENANTS FOR COLONY SQUARE SECTION 1

1. **BUILDING CONTROL** - No building shall be erected or located near to the front lot line, nor nearer to the side street line, than the building set-back line shown on the within plat. In all other respects, the minimum side yard set-back shall be ten (10) feet, and the minimum rear yard set-back line shall be thirty (30) feet.

*June 2, 1958
John M. Brennan*

2. **LAND USE AND BUILDING TYPE** - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height and a private attached garage for not less than two cars nor more than four cars. In the event the purchaser should buy two adjacent lots with purpose of building one single family dwelling across the centerline, the lot line restriction shall not apply to the boundary line dividing any two said lots.

3. **UTILITY AND DRAINAGE EASEMENTS** - "Utility Easements" as shown on the plat shall be reserved for the use of public utilities for the installation and maintenance of water, sewer, gas, tile and/or electric or telephone lines, poles, ducts, pipes, etc., on, over, under and to said easement for local public use. "Drainage Easements" reserved as drainage swales are to be maintained by any owner so that water from any adjacent lot shall have adequate drainage along such swale and it cannot be blocked to prevent the flow of natural drainage, even if the specified easement is not shown on the plat. All easements shown as "Utility Easements" are also to be considered drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above easements.

4. **ARCHITECTURAL CONTROL** - No building, outbuilding or other structure shall be erected, placed or altered on a any lot until construction plans and specifications and a complete plot plan, showing the nature, kind, shape, height, materials and location of the same have been approved in writing by the Architectural Committee, as to the quality and type of material, workmanship, and harmony of external design and location with existing structures and with respect to the topography and finished grade elevations. The ground floor or the main structure exclusive of open porches and garages shall not be less than 1600 square feet for houses of one story and at least 1,000 square feet on the first floor of houses of more than one story. Determination of sufficiency and adequacy of the term "ground" floor of main structure with respect to dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.

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5. **ARCHITECTURAL COMMITTEE** - The Architectural Committee shall be composed of William P. Jennings and Chris Barnes or a representative or representatives designated by them in writing. In the event of a death or resignation of any member of said committee, the remaining member or members shall have authority to perform the duties of the Architectural Committee and 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 21 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 provisions, covenants, conditions and restrictions named in this instrument and the failure of such committee to act within 21 days shall not be deemed and approval on the plans as submitted. Compliance with these covenants in no way relieves the property owner of compliance with all ordinances and zoning regulations of the Town of Zionville and the Zionville Plan Commission.
6. **GENERAL PROVISIONS** - These "Covenants and Restrictions" are to run with the land and shall be binding on all parties and all persons claiming under them, until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the owners of the lots in this subdivision, their heirs or assigns, or to the Zionville Plan Commission, its successors or assigns.
7. **NUISANCES** - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may become an annoyance or nuisance.
8. **TEMPORARY STRUCTURES** - No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period. No improved or unimproved lot in this subdivision shall be used for the open-air storage of a boat, boat trailer or other conveyance.
9. **REFUSE DISPOSAL** - No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste and same shall be kept in sanitary containers which are to be kept out of view from the street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
10. **SIGNS** - No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder or his authorized agent to advertise the property during the construction and sales period.
11. **ANIMALS OR POULTRY** - No animals, livestock, or poultry of any kind shall be housed, bred or kept on any lot except that family pets which may be kept, provided that they are not kept, bred or maintained for commercial purposes or that they do not create or constitute a nuisance.
12. **BUILDING LOCATION** - No building shall be located on any lot nearer to the front lot line, the side street line, the side yard

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view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent and signs used by a

builder or his authorized agent to advertise the property during the construction and sales period.

11. **ANIMALS OR POULTRY** - No animals, livestock, or poultry of any kind shall be housed, bred or kept on any lot except that family pets which may be kept, provided that they are not kept, bred or maintained for commercial purposes or that they do not create or constitute a nuisance.
12. **BUILDING LOCATION** - No building shall be located on any lot nearer to the front lot line, the side street line, the side yard line and the rear yard line than the minimum set back lines shown on the hereon plat or stated herein. For purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
13. **SIGHT LINE LIMITATIONS** - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above roadways 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 them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight line.
14. **WALLS, FENCES AND SHRUBS** - Fences, walls or continuous shrub planting which would in any way serve to purpose of a fence, shall not be erected until approved by the Architectural Committee.
15. **STORAGE TANKS** - Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from the outside view.
16. **YARD LIGHTING** - A sconce to have light of the type approved by the Architectural Committee shall be installed on each lot in front of the building line.
17. **MAILBOXES** - A mailbox of which the type, color and appropriate identification markings shall meet with the approval of the Architectural Committee shall be installed on each lot.

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18. **LANDSCAPE PLAN** - Each lot owner shall present a landscape plan to the Architectural Committee for their approval.
19. **GARAGE OPENINGS** - Any residence which has a garage that faces a street shall have automatic garage equipment to open and close the garage door.
20. **DOY MAINTENANCE** - Each lot owner shall be assessed annually for the pro rata costs to maintain the entrance, landscaping, street signs, bike path, plantings and mowing and care of the areas adjoining Whitestown Road and abutting properties.
21. **PRIVATE DRIVES** - All private drives shall be paved.
22. **GENERAL PROVISIONS** - Invalidation of any one of the covenants by judgment or court order, will in no way affect the other covenants, which shall remain in full force and effect.
23. **STORM DRAINAGE** - In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue without restriction or reduction across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on such plat.
24. Further, a portion of lots 33 and 34 are specifically intended and designed for a drainage retention area and will be rounded and constructed to fulfill that function. The owners of these lots shall be prohibited from in any way modifying or changing the construction or design of their rear yards to in any way cause the drainage retention area designated on their property to become non-functional. By virtue of these covenants, each owner of the previously designated lots gives to the adjacent landowners, as well as the Sionsville Area Plan Commission, the specific right and ability to enforce this restrictive covenant and so prohibit the owners of the previously designated lots from in any way modifying, changing or obstructing the intended function of this drainage retention area.

APPROVED BY THE TOWN BOARD of Sionsville, Indiana at a Public Meeting on the 27th day of Nov, 1987.

Strong C. Cole
President

Benny Harne
Secretary

APPROVED BY THE SIONSVILLE PLANNING COMMISSION at a public meeting on the 19 day of April, 1987.