



120
YEARS OF SERVICE
LOOKING AHEAD

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

3865

Boone County

ATTENTION: KELLIE
C.C.R.'s COLONY SQUARE

★ COLONY S
★ AMENDED SEC

DEDICATION OF COLONY SQUARE SECTION 1

Colony Woods, an Indiana Limited Partnership, owner of the real estate described in the plat "Colony Square Section 1", by William P. Jennings, General Partner, certifies that it has laid off, platted, subdivided, and does lay off, plat and subdivide said real estate in accordance with the foregoing plat of "Colony Square Section 1"

The subdivision shall be known and designated as Colony Square Section 1, located in the Town of Ellettsville, Boone County, Indiana. All streets not heretofore dedicated are hereby dedicated to the public, which shall include the street lighting.

In Witness whereof, Colony Woods, and Indiana Limited Partnership, has hereunto caused its name to be subscribed, this 2nd day of November, 1987.

COLONY WOODS

By: William P. Jennings
William P. Jennings, General Partner

STATE OF INDIANA)
COUNTY OF MARION)



Before me, the undersigned Notary Public, in and for the County and State, personally appeared Colony Woods, by William P. Jennings, 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 Nancy Rumschlag Nancy Rumschlag

My Commission Expires 09/10/91

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.

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.

5. ARCHITECTURAL CONTROL - composed of Will... representative or... In the event of a committee, the reas... to perform the du... designate a represe... shall fail to act w... within a period of... then the owner may... plans submitted, w... any provisions, cov... this instrument and... 21 days shall not... submitted. Complia... the property owner... regulations of the... Commission.

6. GENERAL PROVISIONS - run with the land... persons claiming un... said covenants wh... periods of ten (10)... majority of the th... these covenants in... this subdivision, t... Plan Commission, it...

7. NOISANCES - No nois... upon any lot nor... annoyance or nuisan...

8. TEMPORARY STRUCTURE - trailer, basement, ... shall be used on a... permanently. For th... and used by the bu... building period, t... subdivision shall i... boat trailer or oth...

9. REFUSE DISPOSAL - dumping ground for... be kept in sanitary... from the street exc... use of exterior c... burning of trash.

10. SIGNS - No signs a... view on any lot exc... square foot, one... advertising the pr...

builder or his autho... the construction and...

11. ANIMALS OR POULTRY - kind shall be housed... pets which may be ke... maintained for comm... constitute a nuisance...

12. BUILDING LOCATION - nearer to the front... line and the rear ya... on the hereon plat... covenant, eaves, sta... part of the building... constructed to perm... encroach upon anothe...

13. SIGHT LINE LIMITATION - which obstructs sigh... six feet above road... any corner lot with... property lines and a... rest from the inters... line limitations sha... the intersection of... driveway. No trees... distance of such... maintained at such... line.

14. WALLS, FENCES AND S... planting which would... shall not be erect... Committee.

15. STORAGE TANKS - Oil... or located within th... completely concealed...

16. YARD LIGHTING - A du... Architectural Commit... of the building line.

17. MAILBOXES - A mailbo... identification mark... Architectural Commit...

COLONY SQUARE SECTION I

★ AMENDED SECONDARY PLAT

★ INDICATES REVISION FOR AMENDED PLAT

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 an approval on the plans so submitted. Compliance with these covenants in no way relieves the property owner of compliance with all ordinances and zoning regulations of the Town of Zionsville and the Zionsville 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 Zionsville 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 nuisances.
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

18. **LANDSCAPE PLAN** - Each lot owner shall submit a landscape plan to the Architectural Committee for approval.
19. **GARAGE OPENINGS** - Any residence on a street shall have automatic garage door.
20. **LOT ASSESSMENT** - Each lot owner shall pay the pro rata costs to maintain signs, bike path, plantings on adjoining Whitestown Road and adjacent streets.
21. **PRIVATE DRIVES** - All private drives shall be constructed to meet the standards of the Architectural Committee.
22. **GENERAL PROVISIONS** - Invalidation of any provision, covenant, condition or restriction, which shall remain in effect.
23. **STORM DRAINAGE** - In the event of a storm or lots flow across another lot, the owner shall permit such drainage to continue across the downstream lot and in no way shall the owner be liable for or cause the drainage retention area to become non-functional. By virtue of this covenant, the Zionsville Plan Commission, as well as the Zionsville Planning Commission, shall have the specific right and ability to enter and so prohibit the owners of the lot from in any way modifying, changing or altering the function of this drainage retention area.
24. **Further**, a portion of lots 33 and 34 shall be dedicated to the town and designed for a drainage retention area and constructed to fulfill that purpose. Lots shall be prohibited from any construction or design of the drainage retention area that would cause the drainage retention area to become non-functional. By virtue of this covenant, the Zionsville Plan Commission, as well as the Zionsville Planning Commission, shall have the specific right and ability to enter and so prohibit the owners of the lot from in any way modifying, changing or altering the function of this drainage retention area.

APPROVED BY THE TOWN BOARD of Zionsville on the 17th day of Nov, 1987.

Henry C. Cole
President

Beverly Thomas
Secretary

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 lines. 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 the 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 dusk to dawn 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.

APPROVED BY THE ZIONSVILLE PLANNING COMMISSION on the 19 day of Oct, 1987.

Robert A. Brown
President

William L. Hart
Secretary

BY WITNESS WHEREOF, THE UNDERSIGNED, HAVE HERETO CAUSED ITS AND THEIR NAMES TO BE SUBSCRIBED THIS 12th DAY OF DECEMBER, 1987.

Jeffrey Thomas and Maureen M. Merchant
AS HUSBAND & WIFE, AS OWNERS OF LOT 4

Robert J. Johnson & Henry J. Johnson
DAUGHTER & HENRY JOHNSON, AS OWNERS OF LOT 11

GAIL L. HARRIS
GAIL L. HARRIS, AS OWNER OF LOT 16

Ronald & Holly Kells
RONALD & HOLLY KELLS, AS OWNERS OF LOT 29

William Jackson
WILLIAM JACKSON, AS OWNER OF LOT 31

Carol L. Johnson & Debbie Fugate
CAROL & DEBBIE FUGATE, AS OWNERS OF LOT 42

C. Joe & Jacquelyn M. Miller
C. JOE & JACQUELYN M. MILLER, AS OWNERS OF LOT 48

Stephen L. & Rebekah C. Fiederschenk
STEPHEN L. & REBEKAH C. FIEDERSCHEK, AS OWNERS OF LOT 49

STATE OF INDIANA
COUNTY OF MADISON
BEFORE ME,
APPEARED THE
THESE PERSONS
AND AFFIRMED
WITNESS MY
HAND
NOTARY PUBLIC
MY COMMISSION
COUNTY OF MADISON

Jeffrey S. A.
DECEMBER 12, 1987

★ INDICATES REVISION FOR AMENDED PLAT

★ CROSS REFERENCE PLAT BOOK 6 PAGE 94-95

tee shall be arnes or a s in writing. mber of said ive authority ittee and to the Committee its approval of the same, rding to the ontrary to one named in o act within he plans so way relieves a and zoning aville Plan

ions" are to ties and all t which time r successive vote of the covered by rcesment of the lots in e Zionsville

e carried on y become an

y character, outbuilding rporarily or tures needed during the ot in this of a boat,

tained as a d same shall out of view shall be no s for the

the public ore than one square feet s used by a

erty during

try of any hat family t, bred or create or

n any lot side yard ines shown s of this sidered a all not be a lot to

b planting feet and remain on the street twenty-five feet from edge of a thin such line is uch eight

ous shrub a fence, itical

be buried they are

ed by the in front

ropriate of the

- 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. LOT ASSESSMENT - 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 bounded and constructed to fulfill that function. The owners of these lots shall be prohibited from in any way modifying or changing the construction of design of their rear yards to in any way cause the drainage retention area denominated on their property to become non-functional. By virtue of these covenants, each owner of the previously denominated lots gives to the adjacent landowners, as well as the Zionsville 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 Zionsville, Indiana at a Public Meeting on the 22nd day of Nov., 1987.

Henry C. Cole
President

Beverly Verma
Secretary

APPROVED by the ZIONSVILLE PLANNING COMMISSION at a public meeting on the 19 day of October, 1987.

Robert H. Long
President

Steven L. Hunt
Secretary

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVE HERETOBY CAUSED ITS AND THEIR NAMES TO BE SUBSCRIBED THIS 12th DAY OF DECEMBER, 1989.

Jeffrey M. and Marilyn M. Merchant
JEFFREY M. & MARILYN M. MERCHANT, AS OWNERS OF LOT 4

Dale E. & Nancy S. Zabelman
DALE E. & NANCY S. ZABELMAN, AS OWNERS OF LOT 11

John A. Ankr
JOHN A. ANKR, AS OWNER OF LOT 18

Ronald & Holly Kieles
RONALD & HOLLY KIELES, AS OWNERS OF LOT 29

Milack Jackson
MILACK JACKSON, AS OWNER OF LOT 51

Cecil & Debbie Fugate
CECIL & DEBBIE FUGATE, AS OWNERS OF LOT 42

C. Joe & Jacalyn M. Miller
C. JOE & JACALYN M. MILLER, AS OWNERS OF LOT 45

Stephen L. & Rebecca G. Piepenhink
STEPHEN L. & REBECCA G. PIEPENHINK, AS OWNERS OF LOT 49

STATE OF INDIANA
COUNTY OF MARION



BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN OWNERS OF SAID DESCRIBED REAL ESTATE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED AND AFFIXED THEIR RESPECTIVE SIGNATURES THERETO.

WITNESS MY SIGNATURE AND NOTORIAL SEAL THIS 12th DAY OF DECEMBER, 1989.

NOTARY PUBLIC James D. ...
MY COMMISSION EXPIRES 11-2-93
COUNTY OF RESIDENCE Marion

James W. ...
JAMES W. ... & ...

REVISIONS	DATE	BY	DATE	BY

SCHNEIDER ENGINEERING CORPORATION
1171 ...
P.O. BOX 2006



PROJECT COLONY SQUARE SEC. 1
PREPARED FOR JENNINGS AND BARNES
TITLE SECONDARY PLAT
JOB NO. 616-04
SCALE