DEDICATION OF COLONY SQUARE SECTION 2

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 out, platted, subdivided, and deeded, or caused to be laid out, platted and subdivided 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 Elonville, Boone County, Indiana. All streets not hereinbefore dedicated are hereby dedicated to the public, which shall include the street lighting.

In witness whereof, Colony Woods, and Indiana limited Partnership, has hereto caused its name to be subscribed, this last day of January, 1987.

COLONY WOODS

By: 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 deed and their voluntary act and deed for the uses and purposes therein expressed.

Notary Public

My Commission Expires

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 an attached, 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 easements to be maintained by any owner so that water from any adjacent lot shall have adequate drainage along such easement 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 permanent structures are to be erected or maintained upon any easement 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 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 of the site. The ground floor or the main structure exclusive of open porches and garages shall not be less than 1,000 square feet for houses of one story and at least 2,000 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 COMMITTEE - The Architectural Committee shall be composed of William P. Jennings and ChrisBara 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 members or members shall have authority to perform the duties of the Architectural Committee and to designate a representative or 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 contained in this instrument and the failure of such committee to act within 21 days shall not be deemed and approval of the plans so submitted. Compliance with these covenants in no way releases 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 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. MAINTENANCE - No obnoxious or offensive activity shall be carried on upon any lot or nor shall anything be done which may annoy 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 purposes of this covenant, structures needed by the builders shall be allowed to remain during the building period. No improved or unimproved, legal lots in this subdivision shall be used for the open-air storage of a boat, boat trailer or other conveyance.

9. MAINTENANCE - 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 one square foot 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 a dog 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 rear yard line than the minimum set back lines shown on the "house plan" or "lot plan". For purposes of this covenant, a house, 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 the ground 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 these at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street's property line with the street. No trees shall be permitted to remain within such distance. The line of sight Shall be maintained to such height to prevent obstruction of such sight.

14. 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 in front of the building line.

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.
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 rate 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 DRIVE - 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 assessment for such flow of water is provided on such plat.

24. Further, a portion of lots 1 and 4 are specifically intended and designated for a drainage retention area and will be surrounded 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 damanated on their property to become non-functional. By virtue of these covenants, each owner of the previously denominated lots gives to the adjacent landowner, 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 27th day of May, 1987.

[Signature]
President

[Signature]
Secretary

APPROVED by the ZIONSVILLE PLANNING COMMISSION at a public meeting on the 14th day of July, 1987.

[Signature]
President

[Signature]
Secretary

Entered for taxation this day of , 1987, at o'clock.

Boone County Auditor

[Signature]

Received for record, this day of , 1987, at o'clock and recorded in Book , page .

Boone County Recorder