

Before me, the undersigned Notary Public, in and for the County and the State, personally appeared Shirley A. Mitchell, and acknowledged the execution of the foregoing instrument as her voluntary act and deed for the purposes herein expressed.

Witness my Hand and Seal, this 1st day of June, 1977.

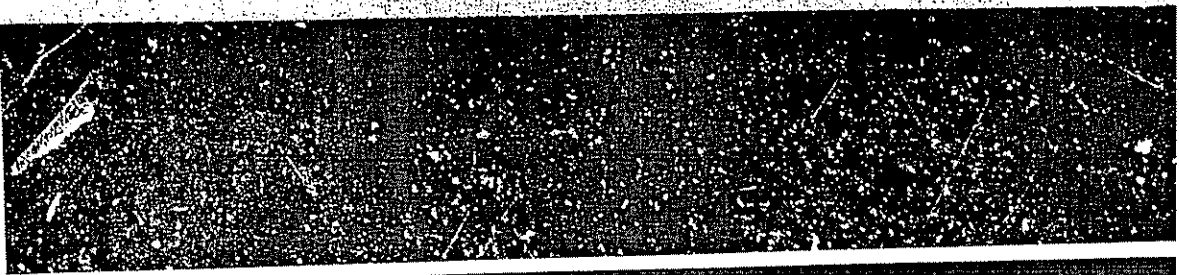
Catherine J. Anderson
Notary Public

My Commission expires 3/20/81

PROTECTIVE COVENANTS FOR COLONIAL HEIGHTS

a right to enforce the following provisions, covenants and restrictions by injunction, together with the right to cause removal by due process of law, of any structure or part thereof, created or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs, their assigns or their successors. The failure for any period of time to compel compliance with any of the covenants and/or restrictions shall in no event be deemed as a waiver to the right to do so thereafter; and shall, in no way, be construed as a permission to deviate from said provisions, covenants, and/or restrictions:

- 1. LAND USE AND BUILDING TYPE** - No lot shall be used except for residential purposes. No portion of any lot may be sold or subdivided such that there will be thereby, a greater number of houses than the number of original lots platted herein. 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 with an attached private garage for not more than three automobiles and with a minimum of a two car garage.
- 2. BUILDING CONTROL** - No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been filed with and approved by the Building Control Committee as to quality of workmanship and materials, formwork or exterior walls with the existing structures, and as to the location with respect to topography and that grade elevations. All foundations, walls, permanent basement facilities, fuel tanks and underground utility service entrances, and the layout of the drainage system or any other structures or exterior facilities must be similarly approved, whether built at the time of original construction or at any time subsequent to the original construction.
- 3. DWELLING SIZE** - The ground floor living area of the dwelling, exclusive of garages and open porches, shall be not less than 1600 square feet for a one-story dwelling, nor less than 1000 square feet (with a total of at least 1900 square feet) for a dwelling of more than one story.
- 4. BUILDING LOCATION** - No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. No dwelling shall be located nearer than 10 feet to any side property line. The dwelling shall be located closer than 15 feet to any rear lot line or interior lot. For the purpose of this covenant, detached structures shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.
- 5. BUILDING COMPLETION** - Unless a delay is caused by strikes, war, court injunction, or Acts of God, the exterior of any dwelling or structure shall be completed within one (1) year after the date of commencement of the building process, after which time the Building Control Committee shall have authority to take possession of the said lot and remove without notice and sell same together with improvements, and after payment of their cost and expenses, pay the net proceeds to the owner.
- 6. EASEMENTS FOR SERVICE AND UTILITIES** - There are strips of ground shown on the plat as "utility easements". Such easements are hereby reserved for the use of the utility companies and shall be used for the installation, maintenance and operation of water and sewer, gas, electric and telephone lines, and for the installation, maintenance and operation of other utility lines. All service lines shall be installed in the easements and shall be installed in a manner which shall not interfere with the use of the easements for the purposes intended. The utility companies shall have the right to install, maintain and operate their lines in any easement, and shall have the right to install, maintain and operate their lines in any easement. The utility companies shall have the right to install, maintain and operate their lines in any easement. The utility companies shall have the right to install, maintain and operate their lines in any easement.
- 7. NUISANCES** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to or a nuisance to the neighborhood.
- 8. TEMPORARY STRUCTURES** - No structure of a temporary character, such as mobile home, trailer, camper, basement, tent, shack, porch, shed or other structure shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9. DRIVEWAYS** - All driveways shall be paved and maintained, and free.
- 10. VEHICLE PARKING** - No bus, insurance, camper or truck longer than 12 feet, shall be parked within the driveway, except for the purpose of loading or unloading. In any event, no such vehicle may be parked in this section for a total of more than three days out of any one calendar month nor may any additional vehicle or piece thereof be kept or stored on any part of any lot.



11. **SIGNS** - No sign of any kind shall be displayed to the public view on any lot, except that one professional sign of not more than one square foot may be used and/or one sign of not more than five square feet advertising the property for sale or for rent or a sign used by a builder to advertise the property during the construction and sales period.
12. **GARDENS** - Grain crops may not be raised on lots, but vegetable gardens are permitted if they are at least fifty feet back from any neighbors.
13. **VEGETATION** - Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep lots reasonably clear from such unwanted growth at all times, and failure to do so shall warrant any land owner in said subdivision to cut the weeds and clear the lot of such growth at the expense of the lot owner, together with a lien against said real estate for the expense thereof.
14. **LIVESTOCK AND POULTRY** - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
15. **GARBAGE AND REFUSE DISPOSAL** - No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
16. **FENCING** - No fence, wall, hedge or shrub planting higher than 38 inches shall be permitted between the front property line and the front building set-back line, except where such shrub or evergreen is a part of the landscaping of the house, in which case, the prime root must be within four feet of the house.
17. **MINIMUM GRADE LINE ELEVATION** - A minimum grade line elevation is hereby established for each lot and no grade line can be constructed lower than said minimum. The minimum elevation shall be shown on the recorded plat of this Office of the Board of Boone County. No house shall be built until the location and the grade line elevation of said house is physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor who is approved by the developer.
18. **DRIVEWAYS** - The curb shall be cut out and removed of all driveway approaches in this addition.
19. **STORAGE TANKS** - Oil or gas storage tanks shall be either buried or located in a house or garage such that they are completely concealed from outside view.
20. **POST LIGHTS** - Each lot shall install and maintain a dusk-to-down postlight which shall be kept in operating condition at all times.
21. **GARAGE DOORS** - All overhead garage doors shall be equipped with remote radio controlled closers which shall be maintained in operating condition at all times.
22. **BUILDING CONTROL COMMITTEE** -
 - A. **Membership** - The Building Control Committee is composed of Shirley A. Mitchell, Morris Mitchell, and a registered professional engineer of their choice. A majority of the Committee may designate a representative to act for it in the event of the death or resignation of any member of the Committee; the remaining members shall have full authority to designate a successor. Within ten days of the death or resignation of a designated representative shall be notified to any commissioner for services performed pursuant to this document. Agreement by a majority of the committee members or the designated representative will constitute a Committee approval.
 - B. **Restrictions** - The owner of a lot or other prospective builder of a dwelling or other structure shall submit in duplicate copies of the construction plans and specifications and a plan showing (a) the location of the structure, in detail sufficient for the Building Control Committee to understand and (b) the quality of workmanship, materials and the location of various things with existing structures and the utility of its location; (c) all underground facilities, such as fuel lines, sewerage, utility service unknown, etc. and (d) the layout of the drainage system, with respect to topography and final grade elevations. The Committee's approval or disapproval as required in these covenants and/or restrictions shall be in writing and shall accompany the copy of the information submitted. In the event the Committee or its designated representative fails to respond or disapprove within 30 days after satisfactory plans and specifications have been submitted to it, and if no suit to obtain the construction has been commenced prior to the completion thereof, tacit approval will be deemed to have been granted.
23. **SUB-SURFACE DRAINAGE** - Wherever the sub-surface drainage system is available either on or contiguous to any lot herein, all down spouts, crawl space and basement drains shall be connected to the underground system.
24. **GENERAL PROVISIONS** - The foregoing covenants and/or restrictions are to run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1990, at which time said covenants and/or restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the building lots covered by these covenants and/or restrictions, it is agreed to change same in whole or in part. Invalidity of any one of these covenants and restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

This Plat approved by the Boone County Plan Commission at a meeting on the 15th day of June, 1977, under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana; and all acts amendatory thereto; and ordinances adopted by the Board of Commissioners of the County of Boone.

William Mitchell
President

William T. Smith
Secretary

Entered for taxation, this 21st day of September, 1978 at 11:15 O'Clock, A.M.

Barbara Gray, Boone County Auditor

7030

Entered for record, this 27th day of November, 1978 at 11:15 O'Clock A.M.; and recorded in Book 6.

page 34

Pauline Heckman
Boone County Recorder

⑤ E: Michael R. North

1800

PROTECTIVE COVENANTS FOR COLONIAL HEIGHTS

A twenty one lot addition known and designated as Colonial Heights, located in Eagle Township, Boone County, Indiana, as found in Plat Book 6, Page 34 in the Boone County Recorders Office.
(REVISED DECEMBER 1, 2000)

The right to enforce the following provisions, covenants, and restrictions by injunction, together with the right to cause removal by due process of law, of any structure or part thereof, erected or maintained in violation hereof, is hereby dedicated to the public; and reserved to the several owners of the several lots in this subdivision and to their heirs, their assigns or their successors. The failure for any period of time to compel compliance with any of the covenants and/or restrictions shall in no event be deemed as a waiver to the right to do so thereafter; and shall, in no way, be construed as a permission to deviate from said provisions, covenants, and/or restrictions.

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No portion of any lot shall be sold or subdivided such that there will be thereby, a greater number of houses than the number of original lots platted hereon. 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 with an attached, private, minimum two car garage. At no time shall a property be rented or sold on contract.

2. BUILDING CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and the specifications, a plan showing the location of the structure have been filed with and approved by the Building Control Committee as to quality workmanship and materials, harmony of external design with the existing structures, and as to the location with respect to topography and finish grade elevations. Any fences, walls, permanent cook-out facilities, fuel tanks and underground utility service entrances, and the layout of the drainage system or any other structures or external facilities must be similarly approved, whether built at the time of original construction or at any time subsequent to the original construction.

3. DWELLING SIZE

The ground floor living area of the dwelling, exclusive of garages and open porches, shall be not less than 1600 square feet for a one story dwelling, nor less than 1000 feet (with a total of 1900 square feet) for a dwelling of more than one story.

4. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set-back lines shown on the recorded plat. No dwelling shall be located nearer than 10 feet to any side property line. No dwelling shall be located closer than 15 feet to any rear lot line on interior lots. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

5. BUILDING COMPLETION.

Unless a delay is caused by strikes, war, court injunction, or Acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within six (6) months after the date of commencement of the building process.

6. EASEMENTS FOR DRAINAGE AND UTILITIES

There are strips of ground on the plat known as "Utility Easements". Said easements are hereby reserved for public utilities for the installation and maintenance of poles and lines, for telephone and electric power, for underground cables, for sewers, for drains and for water mains, all serving the lots for said addition. Said easements are likewise reserved for the use of the public for surface water drainage and are to be maintained by the property owner as such. Under no circumstance shall said easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict in any manner, the water flow. Said areas are subject to construction or reconstruction at any time, to any extent necessary to obtain necessary drainage, by any proper authority or the developer of the subdivision. Said easements are for the mutual use and benefits of the landowners of all the lots in the addition; and the purchasers of said lots shall take title subject at all times to the additional rights of the proper authority to serve, replace, and recondition utilities therein or to install new utilities therein.

7. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be, or may become an annoyance to, or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES

No structure of a temporary character, such as mobile home, trailer, camper, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

9. DRIVEWAYS

All driveways shall be paved and maintained, in good repair.

10. VEHICLE PARKING

No housecar, RV, camper, or truck larger than 1/2 ton, shall be parked within this addition, except for the purpose of loading or unloading. In any event, no such vehicle may be parked in this section for a total of more than three days out of any one calendar month; nor may any unlicensed vehicle or parts thereof be kept or stored on any part of any lot.

10A. BOATS

Upon approval of the Colonial Heights Board of Directors, boats may be kept on an owner's property, provided the boat/trailer is currently licensed, operable, and well maintained. This provision applies to April 1 through November 1 of any calendar year. Throughout the rest of the year, no boat shall be parked within this addition.

11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except that one professional sign of not more than one square foot may be used and/or one sign of not more than five square feet advertising the property for sale, or a sign used by a builder to advertise the property during the construction and sales period.

12. GARDENS

Grain crops may not be raised on lots, but vegetable gardens are permitted if they are at least fifty feet back from any thoroughfare, or behind a house.

13. VEGETATION

Lot owners shall not permit the growth of weeds and volunteer trees and bushes; and keep lots reasonably clear from such unsightly growth at all times, and failure to do so shall warrant any landowner in said subdivision to cut the weeds and clear the lot of such growth at the expense of the lot owner, together with a lien against said real estate for the expenses thereof.

14. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

15. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. FENCING

No fence, wall, hedge, or shrub planting higher than 18 inches shall be permitted between the front property line and the front building set-back line, except where such shrub or evergreen is a part of the landscaping of the house, in which case, the prime root must be within four feet of the house.

17. MINIMUM GRADE LINE ELEVATION

A minimum grade line elevation is hereby established for each lot and no grade line can be constructed lower than said minimum. The minimum elevation shall be shown on the recorded plat at the Office of the Recorder of Boone County. No house shall be built until the location and the grade line elevation of said house is physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor who is approved by the developer.

18. STORAGE TANKS

Oil or gas storage tanks shall be buried or located in a house or garage such that they are completely concealed from outside view.

19. DUSK TO DAWN LIGHTING

Each lot shall install and maintain an exterior, streetside, dusk-to-dawn light, which shall be kept in operating condition at all times. Low voltage, dusk to dawn, yard lighting and post lights are acceptable.

20. BUILDING CONTROL COMMITTEE

The Building Control Committee is comprised of the current Colonial Heights Board of Directors consisting of the President, Vice President, Secretary and Treasurer.

21. SUB-SURFACE DRAINAGE

Wherever the sub-surface drainage system is available either on or contiguous to any lot herein, all down spouts, crawl space and basement drains shall be connected to the underground system.

22. GENERAL PROVISIONS

The foregoing covenants and/or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants and/or restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the building lots covered by these covenants and/or restrictions, it is agreed same in whole or part.

23. RIGHT OF ENFORCEMENT

In the event of a violation or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, any owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

24. ENFORCEMENT PROCEDURES

1. A written complaint of a covenant violation must be made to the Homeowners Association Board of Directors.
2. The Board of Directors will determine if there is a violation of the covenants and will notify the author of the complaint of it's findings.
3. If it is determined there is a violation then a Board Member will call the homeowner in violation notifying them of the violation and asking them to come into compliance within an time frame agreed upon by both parties. The phone call will be documented in writing with a copy sent to the homeowner who is in violation and the author of the complaint.
4. If the homeowner does not come into compliance within the agreed upon time frame then a letter will be sent by the Homeowner's Association Board of Directors to the homeowner in violation, verifying the previous conversation of paragraph 3. A new final time frame for compliance will be given to the homeowner via a certified letter and a copy of the letter will be given to all homeowners in the Homeowners Association.
5. If the homeowner still does not come into compliance within the extended time frame then The Homeowners Association will determine the next step of enforcement as outlined in paragraph 23 above, "Right of Enforcement".

In witness whereof the undersigned have caused this revised Protective Covenants for Colonial Heights to be executed this 1st day of December in the year 2000.

Brad Johnson 11/20/00
President Date
BRAD JOHNSON

Ron Selby 11/29/00
Vice President Date
RON SELBY

Christi Johnson 11/20/00
Secretary Date
CHRISTI JOHNSON

Tina M. Shipe 11/29/00
Treasurer Date
TINA SHIPE

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 28 day of November, 2000.

Jeanette Cook
Notary Public
My Commission Expires: 8-8-2008

PREPARED BY
MICHAEL R NORTH

County of Residence: Boone

