

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

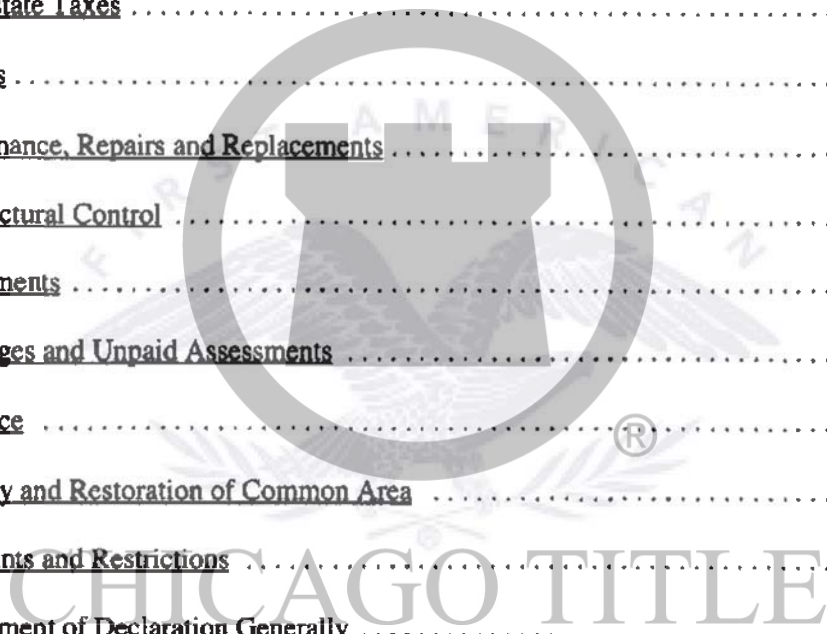


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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
1. <b><u>Definitions</u></b> .....	1
2. <b><u>Declaration</u></b> .....	3
3. <b><u>Description of Colony Woods</u></b> .....	3
4. <b><u>Lot Boundaries</u></b> .....	3
5. <b><u>Common Area</u></b> .....	3
6. <b><u>Ownership of Common Area</u></b> .....	4
7. <b><u>Easements in Common Area</u></b> .....	4
8. <b><u>Corporation; Membership; Voting; Functions</u></b> .....	4
9. <b><u>Real Estate Taxes</u></b> .....	5
10. <b><u>Utilities</u></b> .....	5
11. <b><u>Maintenance, Repairs and Replacements</u></b> .....	5
12. <b><u>Architectural Control</u></b> .....	6
13. <b><u>Assessments</u></b> .....	7
14. <b><u>Mortgages and Unpaid Assessments</u></b> .....	10
15. <b><u>Insurance</u></b> .....	11
16. <b><u>Casualty and Restoration of Common Area</u></b> .....	12
17. <b><u>Covenants and Restrictions</u></b> .....	12
18. <b><u>Amendment of Declaration Generally</u></b> .....	16
19. <b><u>Acceptance and Ratification</u></b> .....	17
20. <b><u>Negligence</u></b> .....	17



21. Costs and Attorneys' Fees ..... 17

22. Waiver ..... 17

23. Severability Clause ..... 18

24. Pronouns ..... 18

25. Interpretation ..... 18



**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF**  
**COLONY WOODS SECTIONS I, II, III, IV AND V**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF COLONY WOODS SECTIONS I, II, III, IV, AND V ("Declaration") is made as of this 25<sup>th</sup> day of January, 2000, by the COLONY WOODS HOMEOWNERS ASSOCIATION, INC., an Indiana corporation ("Corporation").

**WITNESSETH:**

WHEREAS, the following facts are true:

A. Corporation is an Indiana corporation organized to manage that certain real estate located in Boone County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (the "Colony Woods Real Estate").

B. Colony Woods Real Estate was platted and developed in five sections. Section I of Colony Woods Real Estate consists of lots numbered 1 through 25, inclusive. Section II of Colony Woods Real Estate consists of lots numbered 26 through 84, inclusive. Section III of Colony Woods Real Estate consists of lots numbered 85 through 88, inclusive; lots numbered 105 through 108, inclusive; lots numbered 142 through 171, inclusive; lots numbered 183 through 192, inclusive; and lots numbered 233 through 259, inclusive. Section IV of Colony Woods Real Estate consists of lots numbered 89 through 104, inclusive; lots numbered 109 through 141, inclusive; and lots numbered 172 through 182, inclusive. Section V of Colony Woods Real Estate consists of lots numbered 193 through 231, inclusive; lot 252; and lots numbered 260 through 304, inclusive.

C. Sections I-V, inclusive, of Colony Woods Real Estate are subject to protective covenants and restrictions as stated on the Plat for each Section.

D. On December 16, 1999, Corporation conducted a special meeting of all the Lot Owners in Sections I-V, inclusive, of Colony Woods Real Estate to approve the amendment and restatement of the existing protective covenants and restrictions as set forth in this Declaration.

E. By a majority vote of the Lot Owners in each Section, Corporation was authorized to amend and restate the existing protective covenants and restrictions as set forth in this Declaration.

NOW, THEREFORE, Corporation hereby amends and restates the existing protective covenants and restrictions and makes this Declaration as follows:

1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation dated May 27, 1997. The Articles of Incorporation are incorporated herein by reference.

(b) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the Bylaws of the Corporation.

(c) "Bylaws" shall mean the Bylaws of the Corporation which provides for the election of directors and officers and other governing officials of the Corporation.

(d) "Common Area" means any and all ground designated as a common area by the Lot Owners.

(e) "Common Expense" means expenses for administration of the Corporation, expenses for the upkeep, maintenance, repair and replacement of the Common Area and all sums lawfully assessed against the Members of the Corporation.

(f) "Corporation" means Colony Woods Homeowners Association, Inc., its successors and assigns, a for-profit corporation, whose Members shall be the Owners of Lots, or appointees as provided in paragraph 9 of this Declaration.

(g) "Dwelling Unit" means the living unit located upon a Lot.

(h) "Lot" means any plot of ground designated as such upon the recorded Plat of Colony Woods and upon which one (1) Dwelling Unit is constructed, may be constructed or exists thereon. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(i) "Member" means a member of the Corporation.

(j) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(k) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

(l) "Plat" means the survey of Section I and the Lots thereon, prepared by Anderson & Associates Engineers, certified by Carl M. Anderson, a registered land surveyor, under date of May 5, 1975, recorded as Instrument No. 3229 in Plat Book 4, page 198, in the Office of the Recorder of Boone County, Indiana, later amended and recorded on December 16, 1975, as Instrument No. 4742, in Plat Book 4, page 203, in the Office of the Recorder of Boone County, Indiana, both incorporated herein by reference; Section II and the Lots thereon, prepared by Schneider Engineering Corporation, certified by

Schneider Engineering Corporation, certified by John V. Schneider, a registered land surveyor, under date of October 11, 1976, recorded as Instrument No. 6036 in Plat Book 6, page 9, in the Office of the Recorder of Boone County, Indiana, and later amended and recorded on January 21, 1977, as Instrument No. 327, in Plat Book 6, page 9A, which Amendment was superceded by Instrument No. 1556, recorded on April 1, 1977, in Plat Book 6, page 14, in the Office of the Recorder of Boone County, Indiana, and incorporated herein by reference; the entire Plat for Section III and all amendments thereto were superceded by Instrument No. 3001 recorded on September 3, 1982 in Misc. Book 87, page 402, in the Office of the Recorder of Boone County; Section IV and the Lots thereon, prepared by Schneider Engineering Corporation, certified by John V. Schneider, a registered land surveyor, under date of February 23, 1977, recorded as Instrument No. 1814 in Plat Book 6, page 15, in the Office of the Recorder of Boone County, Indiana, and later amended on October 10, 1979, by Instrument No. 6094, in Plat Book 6, page 38, in the Office of the Recorder of Boone County, Indiana, and incorporated herein by reference, and Section V and the Lots thereon, prepared by Schneider Engineering Corporation, certified by John V. Schneider, a registered land surveyor, under date of June 17, 1977, recorded as Instrument No. 4757, in Plat Book 6, page 22, in the Office of the Recorder of Boone County, Indiana, and incorporated herein by reference.

(m) "Colony Woods" means the name by which the Colony Woods Real Estate, which is the subject of this Declaration, shall be known.

2. Declaration. Corporation hereby expressly declares that the Colony Woods Real Estate or any Lot thereon shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Colony Woods. Colony Woods consists of 304 Lots numbered 1 through 231, inclusive, and 233-304, inclusive. The size of the Lots are as designated on the Plat. The legal description for each Lot in Colony Woods shall be as follows:

Lot \_\_\_\_\_ in Colony Woods Section \_\_\_\_\_, a subdivision in Boone County, Indiana, as per plat thereof recorded \_\_\_\_\_ as Instrument Number \_\_\_\_\_, in the Office of the Recorder of Boone County, Indiana.

4. Lot Boundaries. The boundaries of each Lot in Colony Woods shall be as shown on its respective Plat.

5. Common Area. Common Area means and includes the fence that runs along Mulberry Road and County Road 975E, the structure of the four (4) gatehouses on Mulberry Road, all Colony Woods' signs along Mulberry Road and County Road 975E, and all other areas designated as such by the Lot Owners. Such areas are designated as Common Areas to preserve the aesthetic appearance of Colony Woods. With respect to the gatehouses, the structure of the gatehouses only are designated as Common Areas, and the Owner of the Lot on which the gatehouse is located retains ownership and possessory rights to the internal space within the gatehouse and the

real estate located thereunder. The Corporation shall maintain, repair and/or replace the Common Areas designated by this Declaration.

6. Ownership of Common Area. The underlying real estate on which any Common Area is located is owned by the Owner of the Lot upon which such common area, or portion thereof is located ("Common Area Lot Owners"). These Common Area Lot Owners have agreed to the designation of the Common Area to preserve the aesthetic appearance of Colony Woods. The Common Area Lot Owners agree that:

(a) The Corporation shall have the right to adopt such rules and regulations regarding the Common Area as it deems necessary.

(b) The Corporation may improve, repair and maintain the Common Area as it deems appropriate.

(c) Each of the Common Area Lot Owners will pay the real estate taxes assessed on the Common Areas located on their individual Lot.

(d) Common Area Owners shall not alter, remove, destroy, repair or maintain the Common Area without the written consent of the Architectural Review Board.

7. Easements in Common Area. An easement is hereby granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter upon or to cross over the Lots to repair or replace any part of any Common Area; provided, however, except in the case of an emergency, reasonable notice shall be given to the Owner(s) of such Lots(s).

8. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases at which time his membership shall terminate and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation.

(b) Voting Rights. The Corporation shall have one (1) class of membership with the following voting rights: Members shall be Owners. Each Member in good standing shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast

with respect to any such Lot. A Member is in good standing with the Corporation if the Member is current in the payment of Regular Assessments, as hereinafter defined.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area, to pay any other necessary expenses and costs in connection with the Common Area, to enforce and administer the Declaration and to perform such other functions as may be designated for it to perform under this Declaration.

9. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Real Estate or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Real Estate or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Real Estate or part thereof assessed as a whole. Real estate taxes assessed on the improvements on the Real Estate shall be paid by the Owner of such improvements any other assessments including but not limited to legal drain assessment, which are assessed against any Lot or improvements thereon shall be paid by the Owner of such Lot or improvements.

10. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, including, but not limited to, any street light costs, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

11. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

Each Owner shall be responsible for maintaining and keeping his Lot, Dwelling Unit and all other structural improvements located on his Lot in a good, clean, neat, sanitary and well maintained condition and shall do such work thereon as is required to cause such Lot and structural improvements to be so maintained. Each Owner shall maintain the dusk-to-dawn lights (including any yard lights) installed on his Lot in good working condition, including but not limited to, replacement of photo cells. Mailboxes installed on each Lot must meet the approval of the Architectural Committee with respect to the type of color of and appropriate identification markings on the mailbox. All mailboxes must be maintained in good working condition. Any repair or replacement of mailboxes and/or posts shall be of the same design and quality as approved by the Architectural Committee. Each Owner must plant at least two trees on a Lot, which trees shall be planted on such Lot in front of the Dwelling Unit. Each Owner shall be responsible for the maintenance of the trees located on his Lot.



The obligation to maintain a Lot shall exist, whether or not a Dwelling Unit exists on such Lot, and the Owner of such Lot shall keep such Lot maintained in the same manner as such Lot would be maintained if a Dwelling Unit existed thereon.

Notwithstanding any obligation or duty of the Corporation to repair or maintain the Common Area, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

If any Owner shall fail (i) to maintain and keep his Lot, Dwelling Unit and other structural improvements located on his Lot in a good, clean and sanitary condition as determined by the Board of Directors; or (ii) to comply with the terms of this paragraph 11, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's Lot.

So long as the Lot is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair, landscaping or other work contemplated herein.

12. Architectural Control.

(a) The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of at least three (3) and no more than six (6) persons. The Architectural Review Board shall be appointed by the Board of Directors and may be different than or the same as the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Lot (including Common Area and Lots) and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and improvements.

(c) Conditions. No improvements, alterations, excavation or changes in grade or other work which in any way alters any Lot or the exterior of any Dwelling Unit or other improvement thereon shall be made or done without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. The Architectural Review Board shall approve the initial construction of a Dwelling Unit on a Lot. No building, fence, deck, wall, Dwelling Unit, or other exterior structure shall be commenced, erected, improved,

altered, made or done on any Lot without the prior written approval of the plans therefore by the Architectural Review Board.

(d) Procedures. An Owner shall submit, in writing, to the Architectural Review Board, an application including an explanation of the proposed improvement(s) together with plans, drawings, specifications and any other items required by rules adopted by the Architectural Review Board. The Architectural Review Board shall notify such Owner within fifteen (15) days of its receipt of the application, of any additional items required. The Architectural Review Board shall have twenty-one (21) days from the date it receives all required information to approve or disapprove the application. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within such twenty-one (21) day period, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a majority vote.

13. Assessments.

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an accounting group approved by the Board, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next fiscal year. At the annual meeting of the Owners, notwithstanding any other provision in this Declaration, the Articles or the Bylaws, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of those Owners present either in person or by proxy; provided, however, that in no event shall the annual meeting of the Owners be adjourned until the annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area that must be repaired and replaced on a periodic basis, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Area shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Boone County, Indiana, selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget as a temporary budget.

(c) **Regular Assessments.** The annual budget, as adopted by the Owners, shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment, against each lot equal to the Common Expenses multiplied by a percentage equal to one divided by the total number of Lots. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Board of Directors may not increase the Regular Assessment by more than fifty percent (50%) of the previous year's Regular Assessment. The Regular Assessment against each Lot shall be paid in advance annually with payment due on the first day of the first month of each fiscal year. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget:

(i) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year; or

(ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of sixty (60) days from the first day of each fiscal year of the

Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to paragraph 15 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Payment of the Regular Assessment shall be on the first day of the first month of each fiscal year without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"); provided, however, that the Special Assessment shall not exceed one hundred percent (100%) of the Regular Assessment. Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

(e) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expenses or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment or Special Assessment when due the Board may, in its discretion accelerate the entire balance of unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special

Assessment, whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate as announced by Bank One, Indianapolis, NA, from time to time (or if said bank is no longer in existence then such rate charged by a national bank in Boone County, Indiana, selected by the Board of Directors) during the unpaid period plus three percent (3%).

(f) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

14. Mortgages and Unpaid Assessments.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee upon request. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee, as may be otherwise required by this Declaration, the Bylaws or otherwise, shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid

Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in paragraph 14 hereof.

15. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Common Area in an amount equal to the full replacement value of the improvements which in whole or in part, comprise the Common Area, unless the Board determines that a lesser amount of insurance is appropriate. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (i) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (ii) contains an endorsement that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to Mortgagees who have provided the Corporation with notice of such Mortgage's desire to receive notice of the potential termination.

Each Owner shall be solely responsible for loss or damage to his Dwelling Unit and the contents thereof, however caused, and his personal property stored elsewhere on the Lot and the Corporation shall have no liability to the Owner for such loss or damage. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee of the Corporation or Board, any managing agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Colony Woods Real Estate. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any managing agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors, the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

16. Casualty and Restoration of Common Area. In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Corporation may cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, may be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) may be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as it existed immediately prior to the damage or destruction.

17. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family. No Lot shall be subdivided to form lots of less area.

(b) All Dwelling Units shall have the minimum square feet of finished living area (exclusive of garages, carports, basements and porches) required by applicable zoning laws or ordinances or as otherwise designated on the Plat. The minimum side yard setback line shall be ten (10) feet, and the minimum rear yard setback line shall be thirty (30) feet for Sections I, II, III and V. The minimum rear yard setback line for Section IV shall be twenty (20) feet.

(c) 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 attached garages. The garage shall be for not less than two cars nor more than four cars total. One additional attached garage for not more than two cars, for a total of no more than four cars may be constructed as approved by the Architectural Review Board.

(d) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Area which will cause an increase in the rate of insurance on any Common Area. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements or any insurance underwriting or rating bureau.

(e) No nuisance shall be permitted on any Lot.

(f) 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, and one sign of not more than six square feet advertising the Lot for sale or rent, or one sign of not more than six square feet used by a construction contractor to advertise his services during a construction or installation period.

(g) No antenna, satellite dishes or other device for the transmission or reception of radio, television or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground whether attached to a Dwelling Unit or otherwise on any Lot without the written approval of the Architectural Review Board.

Notwithstanding the foregoing, any such device may be installed and maintained on any Lot without the written approval of the Architectural Review Board if (i) it is not visible from neighboring Lots, streets or Common Area; or (ii) the Owner prior to installation has received the written consent of the Owners of all Lots who would have views of the device from their Lots and presented such consents to the Architectural Review Board; or (iii) the device is virtually indistinguishable from structures, devices or improvements such as heat pumps, air conditioning units, barbeque grills, patio furniture and garden equipment which are allowed by this Declaration; or (iv) a satellite dish, not more than two (2) feet or less in diameter.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or



maintained for any commercial purpose. Such animals shall be kept as pets and shall not be permitted to annoy the neighborhood by barking, howling, crying or the making of such noises, and in each such instance such activity shall be construed and considered to be a nuisance. All such animals are not to be allowed outdoors unless maintained on the Owner's Lot, on a secured leash or under effective voice control and in the immediate presence of the pet Owner or his representative. Pet Owners are responsible for the immediate clean-up and removal of animal waste produced by their pets in Common Areas or any other public areas or on another Owner's property.

(i) No part of any Lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. All rubbish, trash or garbage shall be stored in closed sanitary containers kept out of view from the street, shall be regularly removed from the premises, and shall not be allowed to accumulate. Under no circumstances shall exterior or outside incinerators or burners be used for burning trash.

(j) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Lot; provided, however, that notwithstanding the foregoing, such activities conducted by the Owner of such Dwelling Unit are permissible provided all of the following conditions are met:

- (i) there is not significant increased traffic in and around the Lot as a result of such use or activity;
- (ii) no signs, billboards, or other advertising materials are displayed or posted on the exterior of any Dwelling Unit or anywhere else on the Lot;
- (iii) the use or activity does not violate existing zoning laws;
- (iv) the use or activity does not violate any of the other provisions of this Declaration;
- (v) the Owner of the Dwelling Unit shall maintain all necessary casualty and public liability insurance; and
- (vi) such use or activity is conducted during reasonable hours.

(k) No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks (larger than 3/4 ton), motorcycles, minibikes, mopeds or inoperable vehicles shall be permitted, parked or stored anywhere within the Lot for more than ten (10) days cumulative in a given calendar year, unless stored completely enclosed within a garage. No vehicles shall be parked on unpaved areas.

(l) No structures of a temporary character, trailer, tent, shack, garage, storage shed, barn or other outbuilding shall be maintained on any Lot.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area, except with express written permission from the Architectural Review Board.

(n) The Common Area shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Architectural Review Board.

(o) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

(p) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

(q) Building lines are designated on the Plat. Except as required for utilities to serve the Lot, no building or structure will be permitted within this no-build area.

(r) "Utility Easements" as shown on the Plats 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 Plats. 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 Plats and Owners of Lots shall take their titles subject to the rights of the above easements.

(s) Each Owner by acceptance of a deed to a Lot shall be deemed to have waived such Owner's right to remonstrate against annexation of all or any portion of the Colony Woods Real Estate.

(t) Any walls or fences to be constructed on a Lot must be constructed in accordance with the provisions hereof and must be approved by the Architectural Review Board. The Architectural Review Board will not approve (1) any chain link fences, (2) fences which exceed six (6) feet in height, and (3) continuous and enclosed fences located in the front yard of any Lot. Special exceptions may be granted by the Architectural Review Board.

(u) Oil, gas or any fuel tanks shall either be buried or located within the house or garage area so that they are completely concealed from the outside view.

(v) Any changes to the exterior appearance of the Dwelling, including, but not limited to, the quality and nature of the material used on the Dwelling must be approved by the Architectural Review Board.

(w) Dusk to dawn yard lights must be approved by the Architectural Review Board. Yard lights should be properly maintained for continuous use.

(x) Owners of Lots within Sections I and IV which partially or totally encompass a lake shall be collectively and proportionately responsible for the maintenance of the lake and dam.

(y) All private drives shall be concrete, brick or paved.

(z) 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 (25) 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 unless the foliage line is maintained at such height to prevent obstruction of such sight line.

(aa) Mailboxes and newspaper boxes shall be black, uniform in size and type, and contain appropriate identification markings. It shall be the responsibility of the Architectural Committee to review individual mailboxes for compliance.

18. Amendment of Declaration Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of paragraph 16 with respect to casualty insurance to be maintained by the Corporation, or (3) the provisions of paragraph 17 of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of paragraph 13 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of paragraph 14 of this Declaration with respect to the commencement of assessments on any Lot, or (6) the provisions of paragraph 20 of this Declaration with respect to amendments solely by Corporation without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(vi) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Boone County, Indiana, and such amendment shall not become effective until so recorded.

19. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles, and the Bylaws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Colony Woods Real Estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Colony Woods Real Estate in any manner shall be subject to the Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

20. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation.

21. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover all court costs and expenses related thereto, including reasonable attorneys' fees incurred in connection with such default or failure.

22. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

23. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

24. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

25. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

COLONY WOODS HOMEOWNERS'  
ASSOCIATION, INC.

By: Bill Dinnin

Its: President Bill DINNIN

Printed Name and Title

CHICAGO TITLE

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared BILL DINNIN, by me known and by me known to be the PRESIDENT of Colony Woods Homeowners' Association, Inc., who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants and Restrictions of Colony Woods Property Ownership on behalf of said corporation.

Witness my hand and Notarial Seal this 25TH day of JANUARY, ~~1998~~ <sup>BD</sup> 2000.

Cornelia R. Moore  
Notary Public

Printed: CORNELIA R. MOORE

My Commission Expires: 12/08/07

My County of Residence: BOONE

This instrument prepared by Shilpa M. Upadhye, Attorney at Law, Bose McKinney & Evans LLP, 2700 First Indiana Plaza, Suite 2700, Indianapolis, IN 46204. 317-684-5000



203 A

CERTIFICATION AND DESCRIPTION OF COLONY WOODS, SECTION ONE  
BOONE COUNTY

I, the undersigned, being duly licensed and authorized as a Registered Professional Engineer and Land Surveyor, within the State of Indiana, do hereby certify that the attached plan and survey of Colony Woods, Section One, as situated in Eagle Township, Boone County, Indiana, is a true representation of a subdivision of a part of Section 35, Township 18 North, Range 2 East; and is more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the aforesaid Section 35, thence South 01 degrees 17 minutes 24 seconds East along the Quarter Section line, 198.00 feet; thence North 80 degrees 33 minutes 08 seconds West, with the approximate centerline of a county road, 310.24 feet to the POINT OF BEGINNING; thence North 09 degrees 28 minutes 51 seconds East, with the perimeter of Colony Acres Subdivision, 215.00 feet; thence North 48 degrees 12 minutes 09 seconds West, with the aforesaid perimeter, 47.37 feet; thence North 15 degrees 48 minutes 05 seconds East, 167.83 feet; thence North 35 degrees 23 minutes 11 seconds East, 332.80 feet; thence North 57 degrees 29 minutes 11 seconds East 402.31 feet; thence North 29 degrees 12 minutes 13 seconds West with the centerline of an abandoned railroad right-of-way 571.90 feet; thence North 08 degrees 25 minutes 41 seconds West 88.87 feet; thence South 58 degrees 43 minutes 15 seconds West 260.19 feet; thence South 68 degrees 20 minutes 28 seconds West 218.28 feet; thence South 18 degrees 48 minutes 12 seconds West 278.37 feet; thence South 53 degrees 39 minutes 09 seconds West 131.80 feet; thence South 13 degrees 53 minutes 39 seconds East 170.52 feet; thence South 07 degrees 54 minutes 14 seconds West 168.15 feet; thence South 27 degrees 27 minutes 00 seconds West 111.78 feet; thence South 22 degrees 41 minutes 44 seconds West 115.67 feet; thence South 28 degrees 52 minutes 51 seconds West 61.49 feet; thence South 15 degrees 35 minutes 58 seconds West 137.51 feet; thence South 09 degrees 29 minutes 47 seconds West 175.08 feet; thence South 88 degrees 35 minutes 09 seconds East with the approximate centerline of a county road, 472.50 feet to the POINT OF BEGINNING, containing 15.057 acres, more or less.

Said addition consists of 25 lots, numbered 1 through 25. The locations and dimensions of the lots, streets, and easements are shown on the plat, and the dimensions shown are in feet and decimal parts thereof.

I do hereby certify that all of the above is true and correct; and in witness thereof, do hereby set my Hand and Seal, this 17th day of November, 1975.



*Vincent J. Schreiber*  
VINCENT J. SCHREIBER  
Reg. Land Surveyor - Indiana 10286

DEDICATION OF COLONY WOODS, SECTION ONE

Colony Woods, an Indiana General Partnership, owner of the real estate described in the plat "Colony Woods - Section One", 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 Woods - Section One".

The subdivision shall be known and designated as Colony Woods, Section One, located in the Town of Zionsville, 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, an Indiana General Partnership, has heretofore caused its name to be subscribed, this 17th day of November, 1975.

COLONY WOODS  
by: *William P. Jennings*  
William P. Jennings, General Partner

STATE OF INDIANA }  
COUNTY OF BOONE } SS

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.

*Robert Williams*  
Notary Public

My Commission expires February 11, 1976

*Robert Williams*  
For release of the within mortgage see miscellaneous record No. 70 Page 224  
2444 This 16th day of May, 1977  
Attest: *Robert Williams, R. W. C.*

*Robert Williams*  
For release of the within mortgage see miscellaneous

*Robert Williams*  
For release of the within mortgage see miscellaneous

DR					
BY					
DA					

I, the undersigned, being duly licensed and authorized as a Registered Professional Engineer and Land Surveyor, within the State of Indiana, do hereby certify that the attached plan and survey of Colony Woods - Section Two, as situated in Eagle Township, Boone County, Indiana, is a true representation of a subdivision of a part of Section 35, Township 18 North, Range 2 East being more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the aforesaid Section 35, thence South 01 degrees 17 minutes 24 seconds East along the Quarter Section line 198.00 feet; thence North 80 degrees 33 minutes 09 seconds West, with the approximate centerline of a county road 738.74 feet to the POINT OF BEGINNING, (said point being the Southwest corner of Colony Woods - Section One, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_ in the Office of the Recorder of Boone County, Indiana) (the next eleven (11) described courses being continuous and contiguous with the West line of said Colony Woods - Section One): thence North 09 degrees 26 minutes 47 seconds East 175.00 feet; thence North 15 degrees 35 minutes 58 seconds East 137.51 feet; thence North 28 degrees 52 minutes 51 seconds East 61.49 feet; thence North 22 degrees 41 minutes 44 seconds East 115.87 feet; thence North 27 degrees 07 minutes 00 seconds East 111.79 feet; thence North 07 degrees 54 minutes 44 seconds East 168.15 feet; thence North 43 degrees 53 minutes 38 seconds West 170.52 feet; thence North 53 degrees 39 minutes 09 seconds East 131.60 feet; thence North 18 degrees 46 minutes 12 seconds East 270.37 feet; thence North 68 degrees 29 minutes 28 seconds East 218.20 feet; thence North 58 degrees 43 minutes 15 seconds East 260.19 feet; thence North 29 degrees 12 minutes 13 seconds West 410.55 feet; thence South 44 degrees 30 minutes 00 seconds West 199.57 feet; thence North 67 degrees 00 minutes 00 seconds West 338.00 feet; thence South 73 degrees 00 minutes 00 seconds West 356.66 feet; thence South 02 degrees 30 minutes 00 seconds West 281.69 feet; thence South 47 degrees 00 minutes 00 seconds West 252.16 feet; thence South 34 degrees 30 minutes 00 seconds West 143.66 feet; thence South 90 degrees 00 minutes 00 seconds West 118.32 feet; thence North 59 degrees 00 minutes 00 seconds West 280.00 feet; thence South 86 degrees 00 minutes 00 seconds West 238.83 feet; thence North 87 degrees 00 minutes 00 seconds West 163.49 feet; thence South 53 degrees 00 minutes 00 seconds West 138.30 feet; thence South 39 degrees 30 minutes 00 seconds West 120.86 feet; thence South 11 degrees 45 minutes 00 seconds West 217.30 feet to a non-tangent 4.85558 degree curve to the left, the radius point of said curve being South 11 degrees 45 minutes 00 seconds West 1180.00 feet from said point; thence Westerly along the said curve 130.76 feet to a point, the radius point of said curve being South 05 degrees 24 minutes 03 seconds West 1180.00 feet from said point; thence South 89 degrees 00 minutes 00 seconds West 60.00 feet; thence South 01 degrees 00 minutes 00 seconds East 60.40 feet to the POINT OF CURVATURE of a 21.70295 degree curve to the right, the radius point of said curve being South 89 degrees 00 minutes 00 seconds West 264.00 feet from said point; thence Southerly along the said curve 111.76 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 66 degrees 44 minutes 39 seconds West 264.00 feet from said point; thence South 23 degrees 15 minutes 21 seconds West 33.00 feet; thence South 66 degrees 44 minutes 39 seconds East 1053.66 feet to the POINT OF CURVATURE of a 3.47922 degree curve to the left, the radius point of said curve being North 23 degrees 15 minutes 21 seconds East 1646.80 feet from said point; thence Easterly along the said curve 396.88 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 09 degrees 26 minutes 51 seconds East 1646.80 feet from said point; thence South 80 degrees 33 minutes 09 seconds East 460.23 feet to the POINT OF BEGINNING, containing 50.120 acres more or less.

This subdivision consists of 59 lots numbered 26 through 84, both inclusive, together with Streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

I do hereby certify that all of the above is true and correct; and in witness thereof, do hereby set my Hand and Seal, this 1st day of April, 1976.

CHICAGO TITLE

SCHNEIDER ENGINEERING CORPORATION  
 3876 NORTH POST ROAD  
 INDIANAPOLIS, INDIANA 46226  
 (317) 898-8282  
 civil engineers  
 Land Surveyors



Ob NO. 250  
 SCALE: 1" = 100'





# CERTIFICATION AND DESCRIPTION OF COLONY WOODS - SECTION 4

BOONE COUNTY, INDIANA

ZIONSVILLE - 1

I, the undersigned, being duly licensed and authorized as a Registered Professional Engineer and Land Surveyor within the State of Indiana, do hereby certify that the attached plat Colony Woods - Section Four, as situated in Eagle Township, Boone County, Indiana, is a true representation of a subdivision of a part of Section 76 and Section 75, Township 18 North, Range 10 West, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the aforesaid Section 75; thence South 01 degree 17 minutes 24 seconds East along the Quarter Section Line 198.00 feet; thence South 39 minutes 09 seconds West, with the approximate centerline of a county road 316.24 feet to the Southeast corner of Colony Woods - Section One (Amended) a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 4, Page 209 in the office of the Recorder of Boone County, Indiana (the next seven (7) described courses being continuous and contiguous with the East Woods - Section One); thence North 09 degrees 20 minutes 51 seconds East 215.00 feet; thence North 48 degrees 12 minutes 47.37 feet; thence North 15 degrees 48 minutes 16.63 feet; thence North 35 degrees 29 minutes 11 seconds East 392.80 feet; thence North 57 degrees 29 minutes 11 seconds East 402.91 feet to the centerline of an abandoned railway; thence North 29 degrees 12 minutes 19 seconds West along the centerline of an abandoned railroad right-of-way 571.90 feet; thence North 00 degrees 25 minutes 41 seconds West 80.87 most corner of Colony Woods - Section Two, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 4, Page 204 in the office of the Recorder of Boone County, Indiana also being on the East right-of-way of said abandoned railroad); thence North 29 degrees 12 minutes 19 seconds West along the East line of Colony Woods - Section Two and the East line of said abandoned railroad 410.55 feet to the POINT OF BEGINNING OF THIS DESCRIPTION (the next ten (10) described courses being continuous and contiguous with the North line of Colony Woods - Section Two); thence South 44 degrees 30 minutes 00 seconds West 199.37 feet; thence North 67 degrees 00 minutes 00 seconds West 398.00 feet; thence South 73 degrees 00 minutes 00 seconds thence South 02 degrees 30 minutes 00 seconds West 281.69 feet; thence South 47 degrees 00 minutes 00 seconds West 252.16 feet; thence South 94 degrees 30 minutes 00 seconds West 143.30 South 90 degrees 00 minutes 00 seconds West 116.32 feet; thence North 59 degrees 00 minutes 00 seconds West 260.00 feet; thence South 86 degrees 00 minutes 00 seconds West 298.83 feet; thence South 87 degrees 00 minutes 00 seconds West 101.85 feet to the East line of Colony Woods - Section Three, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 6, Page 205 of the Recorder of Boone County, Indiana (the next fifteen (15) described courses being continuous and contiguous with the East line of Colony Woods - Section Three); thence North 05 degrees 00 seconds East 178.72 feet; thence North 54 degrees 40 minutes 37 seconds East 106.48 feet; thence North 07 degrees 30 minutes 00 seconds West 276.54 feet; thence North 04 degrees 30 minutes 19.16 feet; thence North 21 degrees 00 minutes 00 seconds West 463.36 feet; thence North 72 degrees 00 minutes 00 seconds East 108.42 feet; thence North 09 degrees 00 minutes 00 seconds East 143.30 feet; thence North 07 degrees 00 minutes 00 seconds East 33.75 feet; thence North 66 degrees 00 minutes 00 seconds East 258.53 feet; thence South 42 degrees 00 minutes 00 seconds East 143.30 South 45 degrees 00 minutes 00 seconds East 138.55 feet; thence North 45 degrees 00 minutes 00 seconds East 353.35 feet; thence North 67 degrees 00 minutes 00 seconds East 129.91 feet; thence North 22 degrees 00 minutes 00 seconds East 81.82 feet; thence North 60 degrees 00 minutes 00 seconds East 206.59 feet to the East right-of-way of said abandoned railroad and a non-tangent curve to the right, the radius point of said curve being South 49 degrees 50 minutes 41 seconds West 76.00 feet from said point; thence South 49 degrees 50 minutes 41 seconds West 76.00 feet from said point; thence South 60 degrees 47 minutes 47 seconds West 2,600.00 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 60 degrees 47 minutes 47 seconds West 2,600.00 feet from said point; thence South 72 degrees 13 seconds East along said abandoned railroad East right-of-way 941.07 feet to the POINT OF BEGINNING, containing 46.497 acres, more or less.

This subdivision consists of 60 lots numbered 89 through 104 inclusive, 109 through 141 inclusive, 172 through 182 inclusive, together with streets, easements and public ways as shown on the

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

I do hereby certify that all of the above is true and correct; and in witness thereof, do hereby set my Hand and Seal this Twenty Third day of February, 1977

*Plat*  
No. 215 Page 55  
This 26th day of February 1980  
Boone County, R. B. C.

*Plat*  
No. 215 Page 55  
This 26th day of February 1980  
Boone County, R. B. C.

JOHN V. SCHNEIDER  
REGISTERED LAND SURVEYOR, INDIANA NO. 50115

THIS DOCUMENT PREPARED BY:  
**SCHNEIDER ENGINEERING CORPORATION**  
3675 NORTH POST ROAD - INDIANAPOLIS, INDIANA - P.O. BOX 26068

*Set 173*  
For reference of the within number see miscellaneous  
record No. 75 Page 356.7  
6419 \* This Plat day of March 1977  
3173 This 11th day of March 1977  
For reference of the within Plat  
record No. 77 Page 151.9  
3173 This 11th day of March 1977

BOONE COUNTY, INDIANA

I, the undersigned, being duly licensed and authorized as a Registered Professional Engineer and Land Surveyor within the State of Indiana, do hereby certify that the attached plat and survey of Colony Woods Section Five, as situated in East Township, Boone County, Indiana, is a true representation of a subdivision of a part of Section 26, Section 27, Section 34 and Section 35, Township 18 North, Range 2 East, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northeast Quarter of the aforesaid Section 34; thence North 00 degrees 17 minutes 18 seconds East along the Quarter Section line 258.62 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, said point being on the approximate centerline of a county road; thence North 66 degrees 44 minutes 39 seconds West along the approximate centerline of said county road 333.06 feet; thence North 68 degrees 35 minutes 55 seconds West along said centerline 96.29 feet; thence North 00 degree 25 minutes 50 seconds West 678.45 feet; thence South 89 degrees 34 minutes 19 seconds West 880.00 feet to the East right of way line of a county road; thence North 39 degrees 12 minutes 12 seconds West along said East right of way line 140.00 feet to the West line of the East Half of the Northeast Quarter of the aforesaid Section 34 and the centerline of county road; thence North 00 degrees 12 minutes 34 seconds West along said West line and centerline 593.48 feet to the Northwest corner of said East Half of the Northeast Quarter of said Section 34. (said point also being the Southwest corner of the East Half of the Southeast Quarter of the aforesaid Section 27); thence North 00 degrees 15 minutes 05 seconds West along the West line of said East Half of the Southwest Quarter of said Section 37 and centerline of County Road 463.52 feet; thence North 84 degrees 16 minutes 39 seconds East 1382.5x feet to the West line of the Southwest Quarter of the aforesaid Section 26; thence North 49 degrees 20 minutes 53 seconds East 139.43 feet to the Northwest corner of Colony Woods - Section Three, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book x, page 9 in the Office of the Recorder of Boone County, Indiana. (the next six (6) described curves being continuous and contiguous with the West line thereof); thence South 00 degrees 39 minutes 07 seconds East 156.68 feet; thence South 32 degrees 00 minutes 00 seconds East 300.00 feet; thence South 58 degrees 00 minutes 00 seconds West 250.35 feet by a non-tangent 28.64789 degree curve to the right, the radius point of said curve being South 16 degrees 00 minutes 47 seconds West 200.00 feet from said point; thence South 32 degrees 00 minutes 00 seconds East 68.43 feet by a point, the radius point of said curve being South 56 degrees 00 minutes 00 seconds West 200.00 feet from said point; thence South 58 degrees 00 minutes 00 seconds West 148.43 feet; thence South 00 degrees 35 minutes 50 seconds East along the West line of the aforesaid Colony Woods - Section Three 1885.31 feet to the Southwest corner of Colony Woods - Section Three, said point also being the approximate centerline of a county road; thence North 66 degrees 44 minutes 39 seconds West along said centerline 35.04 feet to the POINT OF BEGINNING, containing 66.56 acres, more or less.

This subdivision consists of 85 lots, numbered 193 through 221 inclusive, 253 and 260 through 304 inclusive, together with streets, easements and public ways as shown on the within plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

I do hereby certify that all of the above is true and correct; and in witness thereof, do hereby set my hand and seal this 17 day of June, 1977.

APPROX. 67

*see plat for easements*

*John V. Schneider*  
JOHN V. SCHNEIDER,  
Reg. Land Surveyor, Indiana #50115



*Need*  
owner of the within mortgage has ~~relinquished~~  
No. 211, ~~East 28th St., R.D. 7, 2 & 8~~  
This ~~is~~ <sup>is</sup> ~~dated~~ <sup>dated</sup> ~~the~~ <sup>the</sup> ~~17th~~ <sup>17th</sup> ~~day~~ <sup>day</sup> ~~of~~ <sup>of</sup> ~~June~~ <sup>June</sup>, 1977.  
*Pauline Hankins, R. B. C.*

CHICAGO TITLE

THIS DOCUMENT PREPARED BY:  
SCHNEIDER ENGINEERING CORPORATION  
3675 N. POST ROAD - INDIANAPOLIS, INDIANA PO. BOX 26088  
ARCHITECTS - ENGINEERS - LAND SURVEYORS