

AMENDMENT TO
RESTRICTIONS AND LIMITATIONS
COLONIAL PARK SECTIONS "A" & "B"

The restrictions and Limitations of COLONIAL PARK, SECTIONS "A" and "B" as recorded in the office of the Recorder of Allen County Indiana, on June 15th, 1949 within Plat Book 18 Pages 95 and 96, and on March 12th, 1957 within Plat Book 23 Pages 102 and 103 respectively, are, by this Amendment, hereby confirmed, modified, altered, changed or abolished in whole or in part as provided herein. ✓

All lots in Colonial Park, Sections "A" and "B", shall be subject to and impressed with the Restrictions and Limitations hereinafter enumerated and they shall be considered a part of every conveyance of a lot in said addition without being expressly stated in any deed.

Said Restrictions and Limitations shall be covenants running with the land for the benefit of each of the owners of the lots in this addition, all or any of which shall be entitled to injunctive relief against any attempted violation of said Restrictions and Limitations and to damage for injuries in any action at law resulting from any violation thereof; it being the intention to confine enforcement of the Restrictions and Limitations hereby imposed by proceedings in equity and by actions at law and there be no right of reversion or forfeiture of title resulting from the violation of said Restrictions and Limitations or any part of them.

Allen County Recorder

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All of the existing Restrictions and Limitations for Sections "A" and "B" are confirmed to be in full force and effect as of the date of this Amendment. As of the date of this Amendment is recorded, and without a void or laps of time, they are hereby superseded with the following Restrictions and Limitations, which shall remain in full force and effect until modified, altered or removed in accordance with the provisions hereinafter set forth, to-wit:

- 1. Except as otherwise provided herein, all lots are restricted to a one (1) family residence. No building shall be erected or constructed upon any lot or tract of land in this addition excepting a building for the purpose of a single family dwelling.
- (a) Section "A" - Said residence building not to exceed two (2) stories in height and also excepting a one (1) or two (2) car garage to be used in connection with the single family dwelling. A one (1) story residence building shall contain a minimum of Eight hundred (800) square feet on the foundation; not less than Eight hundred (800) square feet for One and a half (1-1/2) story structure; not less than Six hundred (600) square feet for a Two story structure.

DULY ENTERED FOR TAXATION

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Joseph K. Blasing
AUDITOR OF ALLEN COUNTY

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Wayne Prud'homme 2005 Colony City 40815

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- (b) Section "B" - Said residence building not to exceed One (1) story in height and also excepting a two (2) car garage to be used in connection with the single family dwelling. The one story residence shall contain a minimum of One thousand four hundred (1,400) square feet of living space and an attached garage having a ground floor area of at least Four hundred forty (440) square feet, said garage shall be erected at the same time as the Residence.
- (c) Sections "A" and "B" - Exception for one only (1) tool shed or garden building. Said tool shed or garden building shall be located on the rear inside quarter (1/4) of any lots. No other building or structure shall be moved onto any lot.
2. The location of the residence building (exclusive of open porches) upon each lot shall conform to the building line established in the plat of said addition for Sections "A" and "B", and no building or any part thereof shall be nearer to the side line of any lot than fourteen (14) feet, provided that the side line restriction shall not apply to tool shed or garden building located on the rear inside quarter (1/4) of any lot.
3. Except as set forth in paragraph 4, each lot shall be used for residential purposes only and shall not be subdivided except in connection with two (2) or more lots for the purpose of increasing the area of or for a residential building site. Any owner may use a lot, plus a part or all of an adjoining lot, as a single tract, in which event the restrictions, limitations, conditions and easements herein shall be deemed to apply to the boundaries of such large tract as a whole, instead of to the individual lots, or parts of lots included therein; but this shall not be construed to permit the use of any portion of any such lot as a part of which is included in such larger tract, as a lot in itself, so far as these restrictions, limitations, conditions and easements are concerned, but the same shall only be used in combination with the lot adjoining on either side to create another larger tract within the meaning hereof.
4. No commercial, industrial or merchandising business shall be conducted upon any lot and no person shall engage or conduct any trade, business or profession in any structure or on any lot of Sections "A" and "B" of this Addition. Excepting therefrom Lot No. One (1) in Section "A". A residence shall not be used, in any manner, for a business or profession that is open to the public.
- (a) Lot No. One (1) is reserved for a business site but shall be confined to such business as shall be a service to the community; provided that in any event no business shall be established or conducted on Lot No. One (1) unless first approved by the Directors of Colonial Park Association, Inc.

- (b) Excepted are "Yard" or "Garage" sales that comply with all existing ordinances governing said sales.
5. No lot at any time shall be used for a temporary residential structure or abode. This restriction is intended to prevent living in garages, trailers, or any other kind of vehicle, structure or building except a permanent conforming residence.
6. No fences shall be constructed on any lot in the addition nearer the front property line than the building line as set forth on the plats of Sections "A" & "B" of said Addition. There is no objection to the planting of shrubbery and the growing of hedges for ornamental purposes.
7. No billboards or other advertising signs or devices shall be placed or erected upon any lot in this Addition. This shall not prevent a property owner from placing their name plates on their house or prevent the placing of one (1) "For Sale" sign on the property that is for sale by the owner or by a sales agent with the owners permission.
- (a) Excepted from this is Lot No. One (1) which shall be subject to and comply with all City and County Ordinances and Regulations for the placement and display of any and all signs.
- (b) Excepted are signs for "Yard" or "Garage" sales that comply with all existing ordinances governing said signs and sales.
8. No livestock shall be kept in any structure or upon any lot in this Addition except domestic pets.
9. All lots in this addition are subject to the easements indicated on the herein referred to recorded plats for Sections "A" & "B" respectively for any and all of the purposes so stated and described on said plats.
10. No building shall be erected or moved onto any lot in this addition until the design and the location thereof has been approved in writing by the Board of Directors of the Colonial Park Association, Inc. However, in the event that said Board fails to approve or disapproves such design or location within Thirty (30) days from the date of receiving all necessary drawings and data required to approve or disapprove, then such approval will not be required, provided, however, that the design and location on the lot conforms to and are compatible with the existing structures in this Addition. In either case, no dwelling, building or structure shall be permitted unless it conforms to the requirements, restrictions and limitations herein and also to other restrictions provided for in the plats of both Sections "A" & "B" respectively as recorded.

11. These Restrictions and Limitations may be modified, altered, changed or abolished, in whole or in part, by the affirmative vote of at least Two thirds (2/3) of the lot owners of record in said addition who are members in good standing in the Colonial Park Association, Inc. The owner or Owners of each lot are entitled to One (1) vote for each lot owned in its entirety.
12. In the event the Colonial Park Association, Inc. shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Restrictions and Limitations of Colonial Park, Sections "A" & "B", and all amendments thereto, it shall be entitled to recover from the party against whom the proceeding was brought all of the Attorney's fees and related costs and expenses it incurred in such proceeding.

The majority of the members of the Colonial Park Association, Inc. all of which are Owners of record of a lot or lots within the recorded plats of Sections "A" & "B" of Colonial Park have by their free and voluntary vote, as required in the original plat and Restrictions and Limitations, Confirmed and Approved all of the foregoing Restrictions, Limitations and Conditions.

Therefore the Restrictions and Limitations for Section "A" and for Section "B" of Colonial Park are now as stated herein and they are and shall be in full force and effect from this day forward.

We the undersigned Property Owners do hereby certify that the majority of the lot owners in Colonial Park Sections "A" & Section "B", who are members of the Colonial Park Association, Inc. and not engaged in the real estate business voted in favor of and thereby approved the foregoing Amendment to Restrictions and Limitations of Colonial Park, Sections "A" & "B".

CERTIFICATION OF VOTE
BY MEMBERS IN GOOD STANDING IN THE
COLONIAL PARK ASSOCIATION, INC.

I Paul G. Ramsey, Duly elected Treasurer of the Colonial Park Association, Inc. Do hereby Certify that THE AMENDMENT TO RESTRICTIONS AND LIMITATIONS OF COLONIAL PARK ADDITION SECTION "A" AND "B" is approved and consented to by the foregoing vote.

There are 51 Members, in good standing, in The Colonial Park Association, Inc. of which 44 Members voted in the affirmative for a required majority vote. Under the Member column on the ballots adjacent to the Lot numbers, members in good standing are designated by an "Y". The nonmembers are designated by a "N".

DATE August 9, 1993

COLONIAL PARK ASSOCIATION, INC.

ATTEST:

Gary A. Froshaus
GARY A. FROSHAUS SECRETARY

Paul G. Ramsey
PAUL G. RAMSEY TREASURER

PREPARED BY MICHAEL T. BLEE

Approved By The
City Plan Commission
the 27 Day of Sept 1993

[Signature]