



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

PERRY WOODS II

COVENANTS

- 1.) No lot shall be used except for residential purposes, and no buildings will be erected, altered, or placed on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and an attached private garage for not less than two (2) or more than three (3) cars. Carports with open sides will not be permitted. All driveways and vehicle parking areas will be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted. No plywood siding will be permitted on any structure.
- 2.) Any dwelling constructed upon any lot in this development will conform to the following minimum living area requirements: The ground floor living area of all single story dwellings will contain not less than 1600 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area.) No two (2) story dwelling will contain less than 1200 square feet of living area on the ground floor, and a minimum total square footage of 1800 in the entire structure. No building will be located on any lot nearer to the front lot line or nearer the side streetline than the minimum building setback as shown on the recorded plat. No building will be located nearer than six (6) feet to a side yard line and the total side yard setback (both sides) must total twenty (20) feet to the rear lot line. No garage or storage building may be constructed separate and apart from the main dwelling.
- 3.) No building will be erected, placed or attached on any lot until construction plans and specifications have been submitted and approved by the Architectural Control Committee. These plans will show existing trees, trees to be removed, ground floor elevations, topography and finish grad elevations. The Architectural Control Committee will have control of the quality of workmanship, material and the harmony of external design with the existing structure. No fence or wall or mail box and post will be erected, placed or altered on any lot within the development unless previously approved by the Architectural Control Committee in writing. Approvals will be provided as set forth in paragraphs 4 and 5 of the Covenants. The Architectural Control Committee must approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the low owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the Indianapolis Department of Public Works and as evidenced upon the final construction plans for the development of Perry Woods II.
- 4.) The Architectural Control Committee will be composed of not less than two (2) nor more than four (4) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members will have full authority to designate a successor. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed pursuant to the Covenant. The Committee will serve at the discretion of the undersigned.

Within thirty (30) days following July 1, 1989, the Architectural Control Committee will notify all resident home owners of an Architectural Control Committee meeting to be held withing an additional thirty (30) days. At this meeting, resident home owners will elect one new member to serve for a term of one (1) year, and one (1) member to serve for two (2) years. The remaining Architectural Control Committee members will serve for an additional one (1) year term. He will be elected out of the three (3) former members of the Architectural Control Committee and will serve as President for his remaining year. On July 1, 1990 the Architectural Control Committee will call yearly meetings with thirty (30) days notification of resident property owners who will elect one (1) new Committee member for a three (3) year term. The majority resident home owners will elect officers for the Architectural Control Committee. The Architectural Control Committee will call yearly meetings for the election of the new member for his or her three (3) year term.

- 5.) The Architectural Control Committee's approval or disapproval as required in these Covenants will be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove withing twenty (20) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin its construction and commenced prior to the completion thereof, approval will not be required and the related Covenants will be deemed to have been fully complied with.
- 6.) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 7.) No structure of a temporary character; trailer, basement, tent, shack, garage, barn or other out building will be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings will have prior written approval by the Architectural Control Committee. All dwellings will contain a garbage disposal unit. Outdoor trash burners will not be permitted. All residences will contain a trash compactor.
- 8.) No sign of any kind shall be displayed to the public view on any lot, except signs used by any approved builder to advertise the property during the construction period as approved by the developer. Violation of this sign restriction will result in fifty dollars (\$50.00) per day.
- 9.) No oil or water drillings, oil development operations, oil refining quarries or mining operations of any kind will be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, water or natural gas will be erected, maintained or permitted on any lot. All propane tanks must be concealed.
- 10.) No animals, livestock or poultry of any kind will be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Perry Woods Neighborhood Association, Inc.

Subject: Covenants correction.

Article number 11, line 4 should read in full " No trash or building materials may be burned or buried on any lot within the development, and all lots will be kept clean at all times during construction, with all trash and excess materials stored in a trash dumpster screened from view and provided by the contractor and removed daily."

- 11.) No lot will be used or maintained as a dumping ground for rubbish, trash or garbage. Antenna, masts, towers or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee. No trash or building materials may be buried on any lot within the development, and all lots will be kept clean at all times during any construction, with all trash and excess materials stored in a trash dumpster screened from view and provided by the contractor and removed daily.
- 12.) No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways will 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 property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations will apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree will be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient heights to prevent obstruction of such site lines. No driveway shall be located within forty (40) feet of the intersection of two (2) street lines. Sidewalks will be the responsibility of the lot owners and building contractor and will be completed at such time as the driveway on the lot is constructed or within eighteen (18) months of the date such lot is initially conveyed by the undersigned, whichever date will first occur.
- 13.) Each lot will be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures will be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural Control Committee prior to location on the premises. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.
- 14.) No individual water supply system or sewage disposal system will be permitted on any lot without prior written approval by the Architectural Control Committee and Marion County and will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health. Geothermal systems will be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends with the structure and adjacent properties. All outdoor air conditioning units will be screened from view. No mailbox will be erected or maintained on any lot or within the development without prior approval of the Architectural Control Committee. The mailboxes throughout the development are intended to be uniform in design and color and will be specified by the developer.

- 15.) Any field tile or underground drain which is encountered in construction of any improvements within the subdivision will be perpetuated, and all owners of lots in this subdivision and their successors will comply with the Indiana Drainage Code 1965 and all amendments thereto.
- 16.) Any motor vehicle which is inoperable or unlicensed and not being used for normal transportation will not be permitted to remain on the lot. Above ground swimming pools will not be permitted or constructed on the lot.
- 17.) All construction commenced on any lot within the development will be completed within one hundred twenty (120) days, unless circumstances beyond the reasonable control of the builder would prevent such. The undersigned will have the authority to seek an injunction or order for the removal of materials and partially completed structures in violation of the Covenant.
- 18.) All costs of litigation and attorney's fees resulting from violation of these Covenants will be the financial responsibility of the lot owners found to be in violation.
- 19.) The areas designated on the plat at the entranceways to the subdivision as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the titleowner of the lot upon which same exists, provided however, if the property owners within all of the sections of the subdivision create a Homeowners Organization to which at least thirty (30) percent of the lot owners in the subdivision belong, then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the Homeowners Organization. Whoever has the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended from each lot owner on an equal pro-ratable basis for all lots in all sections of this subdivision.
- 20.) Each of the lot owners in this subdivision shall also be proratably liable for the utility and maintenance cost associated with the lights and light fixtures and the preservation and maintenance of landscaping in the medians with the public right-of-way in this subdivision.
- 21.) Each lot owner's obligations shall mature thirty (30) days after date of receipt of his obligation and shall draw interest at twelve (12) percent after the obligation matures with reasonable attorney fees, if such services are required to secure payment.

PERRY WOODS II ESTATES

