



Forest Canton Heights by Perry County Redevelopment Commission

Project: Forest Canton Heights

Location: Highway 37 and Highway 237- Tell City, IN

Property Use: Single Family Homes

- **Purchase Price:**

The purchase price for each lot shall be **Fifteen Thousand Dollars (\$15,000.00)**. All payments shall be made payable to the **Perry County Redevelopment Commission (PCRDC)**.

- **Eligible Purchasers:**

Individuals and developers shall have equal eligibility and rights to purchase lots within the Forest Canton Heights Subdivision.

- **Construction Timeline:**

The Purchaser shall commence construction of a single-family residence on the lot within **twelve (12) months** of the date of purchase. The residence must be **substantially completed within eighteen (18) months** of the date of purchase. In the event the Purchaser fails to meet these construction timeline requirements, ownership of the lot shall automatically revert to and be deeded back to the **Perry County Redevelopment Commission**, and **no portion of the purchase price shall be refunded** to the Purchaser.

- **Utility Rebates:**

To be eligible for any utility rebate, the Purchaser must submit a **written request to the Perry County Redevelopment Commission**. Rebates shall be issued only upon approval of the request and in accordance with PCRDC policies.

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2023R-94946

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RECORDED ON

08/21/2023 03:15 PM

JANE A JAMES

PERRY COUNTY RECORDER

DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOREST CANTON HEIGHTS

This Declaration of Covenants and Restrictions is made this 21st day of August 2023, by the Perry County Redevelopment Commission ("Commission").

WITNESSETH:

WHEREAS, Commission is the owner of certain real estate situated in Perry County, State of Indiana, known as the Forest Canton Heights; and

WHEREAS, the Forest Canton Heights Plat was recorded with the Office of the Perry County Recorder as Instrument No. 2023R-94939, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which plat is hereinafter referred to as the "REAL ESTATE"; and

WHEREAS, Commission desires to provide for preservation and enhancement of the property values, amenities, and opportunities in and about the aforesaid REAL ESTATE, for the general health, safety, welfare of and relationship between the residents; and to this end, Commission desires to subject the REAL ESTATE to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said REAL ESTATE and for each owner or purchaser thereof.

NOW, THEREFORE, Commission hereby declares that the REAL ESTATE is and shall be transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth; all of the provisions of this declaration shall run with the land and shall be binding upon Commission and upon all other parties having or



acquiring any right, title or interest, legal or equitable, in and to the REAL ESTATE and shall inure to the benefit of Commission and each and every one of its successors and assigns in title to any lot of the REAL ESTATE.

Commission, the current owner of all lots described above, hereby covenants and agrees that the following covenants and restrictions shall apply to all of the REAL ESTATE, to-wit:

1. Real estate shall be used primarily for residential purposes and may not be used for any business or commercial purpose if this purpose interferes with the quiet enjoyment of the subdivision. Any business or commercial office must be maintained within the residential structure. No structure shall be erected, built, altered, placed or permitted to remain on the real estate other than one (1) single family dwelling house, private garage and other utility buildings, clearly incidental to residential purposes. No duplex, apartment, rooming house, motel, multiple housing units, trailer courts, or commercial garage shall be erected or maintained on the parcels. No owner shall erect a residence or any other building for the purpose of realizing rental income therefrom. No lot shall be subdivided.
2. No residential structure shall be erected, built, altered, placed or permitted on the parcel other than a single family dwelling with not less than 1500 square feet on the main level, exclusive of porches, breezeway, garage and basement, and in cases of One and One-Half or Two Story residences, with less than 1800 square feet in floor area, exclusive of porches, breezeway, garage and basement.

No structure shall be constructed with exterior materials other than wood, brick, stone or siding. Cement blocks and cinder blocks may be used only in foundation and basement structures, and all exposed blocks must be split-faced. No obnoxious or offensive activities shall be carried on upon said parcels, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the subdivision. Parcels at all times shall be used and maintained in such condition that no garbage, refuse or trash or any other noxious or unsightly material shall be allowed to accumulate on said property. Trash, garbage, refuse or other waste material shall not be kept, except in sanitary containers. All refuse containers or other

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No dumpsters shall be allowed in the subdivision.

3. No livestock, cattle, hogs, sheep, horses or other similar animals shall be raised, kept or bred on any lot. Dogs, cats, or other common household pets may be kept provided they do not become an annoyance or nuisance to any other lot owner. The keeping, breeding or maintaining of any animal or animals for commercial purposes is prohibited.
4. No sign advertising any business, profession or trade conducted on the property in accordance with the above provisions shall be larger than those signs customarily used by realtors to advertise property for sale and must be of a temporary nature.
5. No structure of a temporary character, trailer, mobile home, motor home, basement, tent, garage, barn or outbuilding shall be used on these parcels at any time as a residence, either temporarily or permanently.
6. Each property owner shall keep their parcel mowed and in a sightly condition and unsightly weeds, grass or other unsightly or unhealthful growths shall not be permitted to grow.
7. Only out-buildings which are customarily needed for residential purposes shall be permitted upon said real estate and all such buildings shall be of substantial construction and , with the exception of the size requirements, shall be constructed in accordance with the provisions set forth concerning construction of residences. All such out-buildings shall be constructed on permanent foundations and shall be of the same exterior materials as the residence. No above ground swimming pools shall be allowed. No small metal pre-fabricated building shall be allowed.
8. All driveways are required to be concrete only.
9. Any recreational vehicles and trailers must be parked on the homeowner's personal driveway and not on the public streets.
10. Any fencing on the property is restricted to the backyard only and must be made of chain link, wood or vinyl.

11. No equipment or machinery for the operation, discovery or the production of oil, gas, coal, or any other minerals shall ever be placed on the surface of said land and the surface shall never be disturbed in any manner in the operation, discovery or production of oil, gas, coal or any other minerals.
12. Easements for the installation and maintenance of public utilities, water, sewer and drainage facilities in, over, on and under the said parcels are hereby reserved. Removal of any obstruction by utility companies shall in no way obligate the utility company in damages.
13. No individual water supply systems shall be permitted on said land and all lot owners shall be required to obtain primary water services through the services provided throughout the Forest Canton Heights subdivision.
14. No septic system or other individual sewage-disposal system shall be permitted on any lot.
15. The acceptance of a conveyance of any parcel or part of any parcel by any person or persons shall be construed to be an acceptance and affirmance by these persons or each and all of the covenants, conditions and restrictions set out herein.
16. Residents may install an in-ground pool which must be located in the backyard of the lot. Local building codes must be followed and each homeowner must file for the appropriate permits with the local zoning office. No portable or blow-up pools are allowed.
17. Residents are restricted from using the property for any type of medical practice or medical care.
18. The property owners of all of the real estate, by unanimous consent and agreement, have the right to amend these covenants and restrictions for any purpose, including the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and to include in any contract, deed or other instruments, hereafter made, any additional covenants, restrictions or easements.
19. Enforcement of the above covenants and restrictions shall be by a proceeding at law or in equity against any person, firm, or corporation violating or attempting to violate any covenant or restriction, and to enjoin said violations and recover any damages suffered by reason of any violation of said covenants and restrictions, including, without limitation recovery of reasonable attorney fees and costs. The foregoing

IN WITNESS WHEREOF, the said Perry County Redevelopment Commission has hereunto set its hand and seal this 21st day of August 2023.


_____, President

ATTEST:

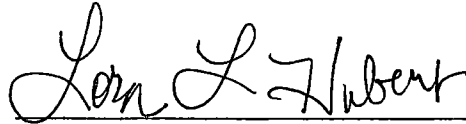

Carol Hagedorn, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF PERRY)

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LORA L HUBERT
NOTARY PUBLIC - SEAL
Perry County, State of Indiana
Commission Number: NP0724243
My Commission Expires 12/29/2027

Witness my hand and notary seal.



(Notary Public)

Residing in Perry County, Indiana

My Commission Expires:

12/29/2027

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

/s/ Christopher M. Goffinet

This instrument prepared by Christopher M. Goffinet, Huber, Goffinet & Hagedorn, 644 – 12th Street, Tell City, Indiana 47586; Telephone: (812) 547-7081.

