

880124105

87P137

HU-CO DEVELOPMENT CORP.

PARK ENGINEERING

880124105

ALL DIMENSIONS GIVEN HEREON ARE IN FEET, INCHES AND TENTHS THEREOF...

I, ROBERT L. PARK, do hereby certify that I am a Registered Land Surveyor...

THIS INSTRUMENT PREPARED BY ROBERT L. PARK, L.S., P. 50029...

DATE December 6, 1988

880124105

EDGEWOOD AVE. A.W. COR. OF S.E. 1/4 OF SEC. 14, T.4N. R.4E.

PERRY WOODS II FRIED PLANT

A PART OF THE SOUTH-EAST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH RANGE 4 EAST 7th RANGE COUNTY (FURNACE) RANGE PARTICULARS...

880124105

LEGEND

- 4" x 4" CONCRETE MONUMENT
3" COPPER MARKER
BUILDING SETBACK LINE
SANITARY SEWER EASEMENT
DRAINAGE & UTILITY EASEMENT

Table with columns: NUMBER, DATE, JOB, BOUNDARY, TARRANT, OWNER, CHORD (ft.)



880124105

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WE HEREBY PLAT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS, NUMBERED 1 THROUGH 67 CONSECUTIVELY, AND STREETS IN ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS PERRY WOODS II, MARION COUNTY, INDIANA, THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE, AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS, TO WIT:

- 0124105
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 dwellings 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 street line than the minimum building set-back 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 set-back (both sides) must total twelve (12) feet. No building will be erected closer than 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 grade elevations. The Architectural Control Committee will have control of the quality of workmanship, material, and the harmony of external design with the existing structures. 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 lot 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

11. No lot will be used for garbage. No lot will be permitted to store materials approved by the Architectural Control Committee. All lots will be kept free of all trash and view and privacy.
12. No fence, wall or other structure placed or per area formed at points twenty feet from the street lines, or in the front of the street will apply or street proper be permitted unless the fence or obstruction is at least forty (40) feet from the street line. No fence or wall will be permitted within the lot line.
13. Each lot will be used when necessary. Campers, trailers, stored or parked vehicles, basketball hoops, etc. will be located within the lot line. The Architectural Control Committee of this residential development shall have the right to remove any such items which appear to be in violation of the Covenants.
14. No individual structure will be permitted on any lot without the approval of the Architectural Control Committee in accordance with the Indiana Statute. All applications for such structures shall be submitted to the Architectural Control Committee. The Architectural Control Committee will review their design and shall approve or disapprove their design. All structures shall be erected in accordance with their design. No outdoor air conditioning units will be erected without the approval of the Architectural Control Committee. All mailboxes shall be located within the lot line.

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 within 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) new member to serve for two (2) years. The remaining Architectural Control Committee member 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 within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no 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.

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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 burned or 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 road ways 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 sight 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 this 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.

IN WITNESS WHEREOF, THE PRESIDENT, AND STEVEN CORPORATION FOR AND BY

BY David E. Conley
DAVID E. CONLEY

STATE OF INDIANA
COUNTY OF Marion

I, THE UNDERSIGNED, A DULY COMMISSIONED IN THE STATE OF INDIANA TO TAKE ACKNOWLEDGMENTS AND OATHS CERTIFY THAT David E. Conley REPRESENTS

PERSONALLY APPEARED BEFORE ME AND KNOWLEDGED THE EXECUTION OF GOING INSTRUMENT AS HIS/THEIR OWNED ACTS. THIS 6 December, 1988

NOTARY PUBLIC
Tracy H
PRINTED NAME
Tracy H
MY COMMISSION EXPIRES 11
COUNTY OF RESIDENCE Mc

APPROVED THIS 6 December
Tracy H

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 this 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 of the 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 obligation 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.
22. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the subdivision control ordinance, 58-10-3, as amended, or any condition attached to approval of this plat by the Plat Committee.

880124105

RECEIVED FOR RECORD

88 DEC -6 PM 3:44

SEAL OF NOTARY
MARION COUNTY RECORDER

IN WITNESS WHEREOF, THIS INDENTURE HAS BEEN EXECUTED BY THE UNDERSIGNED, DAVID E. CONLEY,
PRESIDENT, AND STEVEN H. RUTH, VICE PRESIDENT, RESPECTIVELY, OF NU-CO DEVELOPMENT
CORPORATION FOR AND IN BEHALF OF SUCH OWNERSHIP THIS 6 DAY OF Dec., 1988.

BY David E. Conley President
DAVID E. CONLEY

Steven H. Ruth V. Pres.
STEVEN H. RUTH

880124105

STATE OF INDIANA
COUNTY OF Marion

I, THE UNDERSIGNED, A NOTARY PUBLIC,
DULY COMMISSIONED IN THE STATE OF INDIANA
TO TAKE ACKNOWLEDGMENTS AND ADMINISTER
OATHS CERTIFY THAT David
E. Conley, REPRESENTING

PERSONALLY APPEARED BEFORE ME AND AC-
KNOWLEDGED THE EXECUTION OF THE FORE-
GOING INDENTURE AS HIS/THEIR AUTHO-
RIZED ACTS. THIS 6 DAY OF
December, 1988.

NOTARY PUBLIC

Tracy Harrison

PRINTED NAME

Tracy Harrison

MY COMMISSION EXPIRES 11-11-90

COUNTY OF RESIDENCE Marion

STATE OF INDIANA
COUNTY OF Marion

I, THE UNDERSIGNED, A NOTARY PUBLIC,
DULY COMMISSIONED IN THE STATE OF INDIANA
TO TAKE ACKNOWLEDGMENTS AND ADMINISTER
OATHS CERTIFY THAT Steven H.
Ruth, REPRESENTING

PERSONALLY APPEARED BEFORE ME AND AC-
KNOWLEDGED THE EXECUTION OF THE FORE-
GOING INDENTURE AS HIS/THEIR AUTHO-
RIZED ACTS. THIS 6 DAY OF
December, 1988.

NOTARY PUBLIC

Tracy Harrison

PRINTED NAME

Tracy Harrison

MY COMMISSION EXPIRES 11-11-90

COUNTY OF RESIDENCE Marion

APPROVED THIS 6th

December, 1988

Mary J. Bellum NOTARY PUBLIC

IMAGE PROPERTY OF MARION COUNTY, IN INDIANA

880124105
880124105
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ALL MEASUREMENTS SHOWN HEREON...
I, ROGER L. FARM, DO HEREBY CERTIFY THAT I AS A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THIS SURVEY CORRECTLY REPRESENTS A SURVEY COMPLETED UNDER MY DIRECTORSHIP.

THIS SURVEYING WAS MADE BY ROGER L. FARM, L.S., P 59029
DATE December 9, 1988

ALL MEASUREMENTS SHOWN HEREON...
FURTHER INFORMATION: THIS SURVEY WAS MADE BY ROGER L. FARM, L.S., P 59029
DATE December 9, 1988

Perry Woods II
Fired Plot

PERIWOOD 11 L&M DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

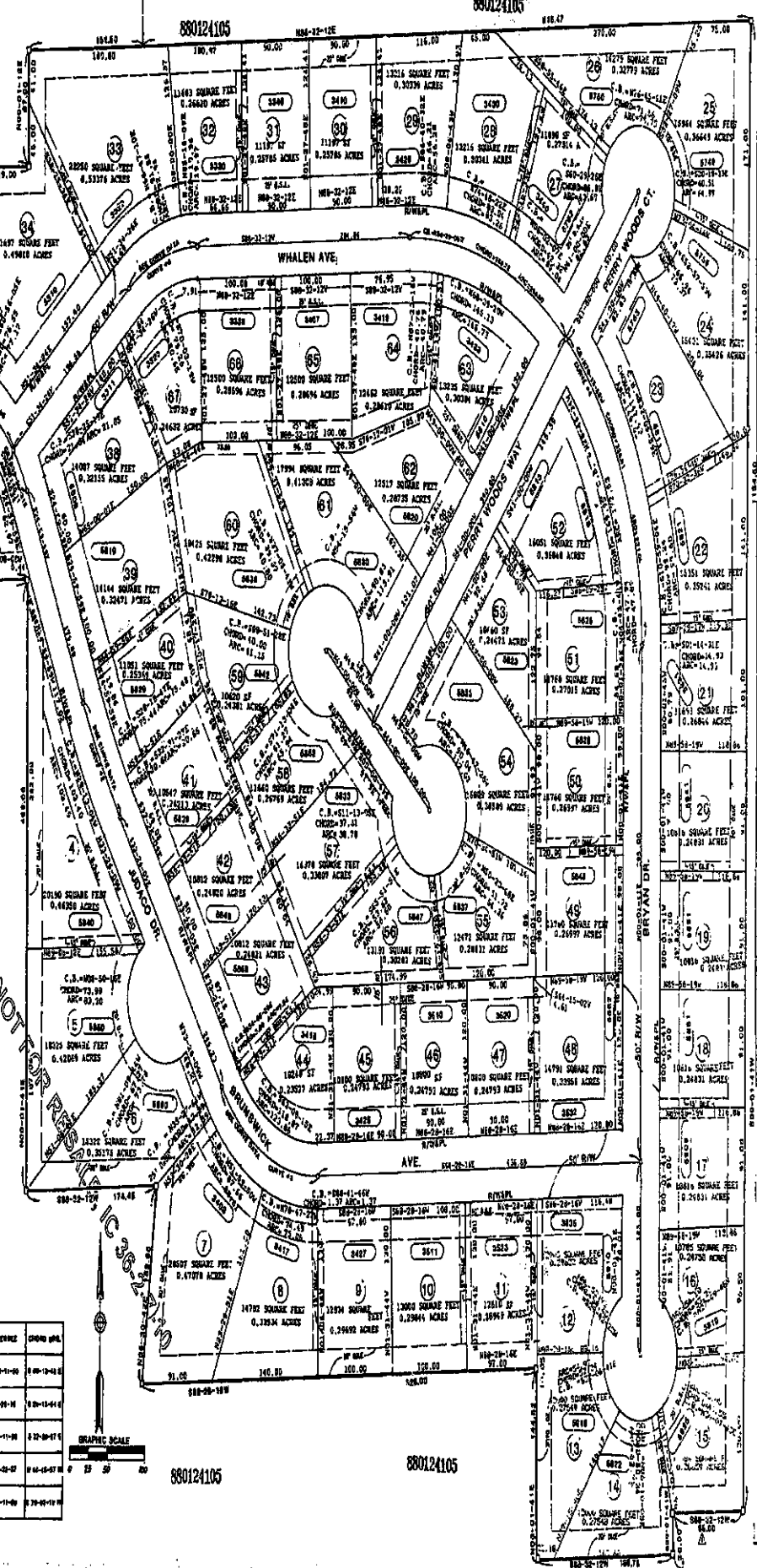
FROM THE POINT OF BEGINNING CORNER OF SAID QUARTER SECTION, NORTH 1/4 OF E. 80 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION, TO THE POINT OF BEGINNING OF THE QUARTER SECTION.

880124105

LEGEND

- C 4" x 4" CONCRETE MONUMENT
- 0 3" COPPER MARKER
- B.S.L. BUILDING SETBACK LINE
- S.S.E. SANITARY SEWER EASEMENT
- D & U.E. DRAINAGE & UTILITY EASEMENT

CURVE #1	START	END	ANG	CHORD	TANGENT	PERCENT	CHORD BEG
1	104.00	00-00-00	174.31	164.81	98.26	20-11-00	00-00-00
2	87.00	11-12-31	18.72	10.72	80.00	0-00-16	00-11-14
3	108.00	00-00-00	152.80	148.00	56.21	20-11-00	00-00-00
4	311.75	01-10-05	107.85	468.61	330.00	10-02-07	10-10-05
5	108.00	00-00-00	162.80	151.11	54.14	20-11-00	00-00-00



880124105
 HU-CO DEVELOPMENT CORP.
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of street plan, driveway, lot and other...
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PAGE 4 OF 8-14
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IF ANY...
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COMMISSION...
DATE: 11-11-90

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...
as an attached private garage for not less than two (2) or more than three (3) cars...
driveways and related parking areas will be paved with either concrete, asphalt or brick...
No gravel or stone driveways will be permitted. No playground will be permitted on any structure.

11. No lot will 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...
as an attached private garage for not less than two (2) or more than three (3) cars...
driveways and related parking areas will be paved with either concrete, asphalt or brick...
No gravel or stone driveways will be permitted. No playground will be permitted on any structure.

12. No fence, wall, hedge or other planting which obstructs the sight lines...
at intersections between two (2) or more lots (1) feet above road level will be placed...
or permitted to remain on any lot within the triangular area formed by the street property lines...
No tree will be permitted to remain within such distances of such intersections...
unless the existing tree is maintained in sufficient height to prevent obstruction of such sight lines...
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unless the existing tree is maintained in sufficient height to prevent obstruction of such sight lines...

13. Each lot will be kept in a neat and pleasing manner, with the grass...
mowed as necessary to maintain a growth of six (6) inches or less at all times...
Carners, recreational vehicles or boats of any kind may not be stored or parked on any lot within the main driveway or garage...
All baseball backstops and any other fixed goal or play structures, and all backstop buildings...
shall be within the main driveway or within the main structure and within set setback lines...
No other structures, signs, or other items shall be placed on the lot without the approval of the Architectural Control Commission...

STATE OF INDIANA
COUNTY OF MARION
I, THE UNDERSIGNED, A NOTARY PUBLIC, HAVE CONSIDERED THE STATE OF INDIANA IN THIS INSTRUMENT AND I HEREBY CERTIFY THAT THE SIGNED INSTRUMENT WAS SIGNED BY THE PERSONS WHOSE NAMES ARE SET FORTH THEREIN AND THAT THE SAID INSTRUMENT WAS SIGNED BY THEM ON THE DATE OF THE FOREGOING.
WITNESSES MY HAND AND SEAL OF OFFICE THIS 11th DAY OF NOVEMBER, 1990.
NOTARY PUBLIC
Joan Harrison
PERRY WOODS II
11-11-90
COUNTY OF MARION

STATE OF INDIANA
COUNTY OF MARION
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NOTARY PUBLIC
Joan Harrison
PERRY WOODS II
11-11-90
COUNTY OF MARION

880124105

14. No individual water supply system or sewage disposal system will be permitted...
on any lot without prior written approval by the Architectural Control Commission and Marion County and will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health...
Such water supply system or sewage disposal system will be approved by the Architectural Control Commission only if such system is approved by the Indiana State Board of Health...
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APPROVED: 6-11
WITNESSES: W.W.
Nancy Wilson

15. Any field site or underground area which is associated in construction...
of any improvements within this subdivision will be proposed, and all owners of lots in this subdivision and their successors will comply with the Indiana Bridge Code 1985 and all amendments thereto.

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of any improvements within this subdivision will be proposed, and all owners of lots in this subdivision and their successors will comply with the Indiana Bridge Code 1985 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. These general parking pools will not be permitted or constructed on the lot.

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. These general parking 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 this Covenant.

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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 this 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.

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19. The areas designated on the plat at the undersignatures to the subdivision...
as landscaped elements or landscape and utility easements shall be maintained as respects the landscape and utilities in accordance with the terms of the plat upon which same exist, provided however, if the property owner within all of the sections of the subdivision creates a homeowners organization...
in 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...
However, the maintenance responsibility herein mentioned shall have the right of contribution to the extent of money so expended from each lot owner on an equal pro-rata basis for all lots in all of the sections of this subdivision.

19. The areas designated on the plat at the undersignatures to the subdivision...
as landscaped elements or landscape and utility easements shall be maintained as respects the landscape and utilities in accordance with the terms of the plat upon which same exist, provided however, if the property owner within all of the sections of the subdivision creates a homeowners organization...
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However, the maintenance responsibility herein mentioned shall have the right of contribution to the extent of money so expended from each lot owner on an equal pro-rata basis for all lots in all of the sections of this subdivision.

20. Each of the lot owners in this subdivision shall also be severally liable...
for the utility and maintenance cost estimated with the rights and light fixtures and the preservation and maintenance of landscaping in the context with the public right-of-way in this subdivision.

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for the utility and maintenance cost estimated with the rights and light fixtures and the preservation and maintenance of landscaping in the context with the public right-of-way in this subdivision.

21. Each lot owner's signature shall mature thirty (30) days after date of...
receipt of his notification and shall draw interest at twelve (12) percent after the obligation mature with reasonable attorney fees, if such services are required to secure payment.

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receipt of his notification and shall draw interest at twelve (12) percent after the obligation mature with reasonable attorney fees, if such services are required to secure payment.

22. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, conditions, restrictions or other limitations contained in this plat other than those covenants, conditions, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the subdivision general ordinance, 30-30-3, as amended, or any condition attached to approval of this plat by the Plat Committee.

22. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, conditions, restrictions or other limitations contained in this plat other than those covenants, conditions, restrictions or other limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the subdivision general ordinance, 30-30-3, as amended, or any condition attached to approval of this plat by the Plat Committee.

880124105

880124105

880124105

PARK ENGINEERING

Civil Engineers & Land Surveyors



5350 Madison Ave. P.O. Box 27128
Indianapolis, Indiana 46227

Sub	Revised	Date	By	CHK	Drawn	Plot	Sheet Title

HU-Co DEVELOPMENT CORP.

PERRY WOODS II

COVENANTS



Project 87P131

Sheet 23 of 2

880124105