

PERRY MANOR
2ND SECTION

East from and between Banta Road, Perry

APPROVED
 MAY 1914

APPROVED
 MAY 1914

This document is provided onsole.us

A201400078142

08/19/2014 10:56 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 38.50
PAGES: 9
By: BBB

JOSEPH P. D'CONNOR
MARION COUNTY ASSESSOR

2014 AUG 19 A 8:10

ONLY ENTERED BY TAXPAYER
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

- This page has been added for recording purposes due to IC 36-2-11-16.5 the margin requirements have not met.
- There is NO room on the document for the proper Recorder and Assessor recordation stamps.

IC 36-2-11-16.5

Requirements for instrument or document presented for recording

Sec. 16.5. (a) This section does not apply to the following:

- (1) A judgment, an order, or a writ of a court.
- (2) A will or death certificate.
- (3) A plat.
- (4) A survey.

(b) The county recorder may receive for record an instrument or a document without collecting the additional fee described in subsection (c) if: (1) the instrument or document consists of at least one (1) individual page measuring not more than eight and one-half (8 1/2) inches by fourteen (14) inches that is not permanently bound and is not a continuous form;

(2) the instrument or document is on white paper of at least twenty (20) pound weight and has clean margins:

(A) on the first and last pages of at least two (2) inches on the top and bottom and one-half (1/2) inch on each side; and

(B) on each additional page of at least one-half (1/2) inch on the top, bottom, and each side; and

(3) the instrument or document is typewritten or computer generated in black ink in at least 10 point type.

(c) For each instrument or document presented for recording that does not conform to the requirements of subsection (b), the recorder may attach additional pages, as needed, and collect one dollar (\$1) for each nonconforming page.

As added by P.L.211-1996, SEC.5.

There is a \$3 fee for this page.

"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."

Richard H. Wilson

Prepared by
Richard H. Wilson
see Minutes Exhibit TA



Under IC 36.2.1

Perry Manor Homeowner Association

Covenants & Restrictions

A200200073167

(1) Perry Manor and Perry Manor Homeowner's Association (PMHA) is defined by the attached appendix for Section 1, Section 2 and Section 3. Note* Section 3 is missing some distance and degree markers in order to complete the legal description. Copies are available at the City County Building and the Office of Code Enforcement on S. East Street. However, the distance and degree markers are also unreadable at those locations.

(2) The streets therein, if not heretofore dedicated, are hereby dedicated to public use.

(3) There are strips of ground of such widths as are shown on this plat, which are hereby reserved for use of Public Utilities, for the installation and maintenance of poles, mains, lines, wires, ducts, drains and sewers, subject at all times to the authority of the proper Civil Officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but owners of lands herein shall take their titles subject to the rights of such Public Utilities and to the rights of the owners of other lots in this subdivision, for ingress and egress in, along, across and through the several strips so reserved.

(4) All lots in this subdivision shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot or lots other than detached single family dwelling, not to exceed two and one-half stories in height, accessory buildings thereto and a private garage for not more than four cars.

(5) No hotel, boarding house, rooming house, double house, duplex, mercantile building, factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

(6) No building, structure or appurtenance thereto, except fences, shall be located within fifteen (15) feet of any side lot line or five (5) feet from any back lot line. Where a structure is built upon more than a single lot, this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots or portions thereof. No residence building shall be wider than seventy-five (75) percent of the frontage of the lot or lots which it is situated, including porches or attached garages.

(7) No trailers, shacks or out-buildings of a permanent or temporary nature or kind shall be erected or situated on any lot or lots except during period of construction; and said buildings must be of a proper structure and for use by the builder for storage of his materials and tools only. No composition or roll roofing shall be exposed to the surface of a complete dwelling. If said dwelling is constructed of cement, concrete, cement block or cinder block, same shall be finished or covered on the exterior surface with a material acceptable to the committee hereinafter provided. No structure shall be occupied for living purposes until the exterior of the house is visibly completed. Immediately upon purchase of a lot, or lots,

This document is for sale by National Title Group and is not eligible for recording under IC 36-2-1

This document is promulgated by the Federal Reserve Bank of Chicago for real estate purposes. This document is not eligible for recording under IC 36.2.7

the Buyer shall assume full responsibility for keeping weeds mowed on said lot, or lots, at all times. In the event of a Buyer's failure to mow said weeds, the Seller, or Seller's Representative, is vested with authority to cut said weeds and charge said costs to Buyer.

(8) No farm animals or fowl shall be permitted on any lot or lots in this subdivision and no pets or domestic animals shall be kept thereon for commercial purposes.

(9) Building lines as shown on this plat in feet back from the property lines of the several streets are hereby established, between which lines and the street property lines there shall be erected or maintained no structure or part thereof other than one story open porches.

(10) No fence shall be erected on or along any lot line or on any lot, the purpose of which shall be to obstruct reasonable vision, light and air, except as required to meet municipal requirements. This includes solid fences of any material. No fence shall be erected between the rear property line and the building set-back line that exceeds forty-eight inches (48") in height. No fence shall be erected between the front property line and the building set-back line other than a fence of decorative nature not exceeding three feet six inches (3'6") in height. All fences shall be kept in good repair and erected as to reasonably enclose the property and decorate the same without hindrance or obstruction to any other property. Any exceptions to the requirements listed above, must have express consent and approval from the PMHA Board of Directors prior to construction.

(11) No private or semi-public water supply and/or sewage disposal system may be located upon or adjacent to any lot or lots in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health or other Civil Authority having jurisdiction. No septic tank or absorption field shall be located, constructed or maintained except as approved by said Health Authority, nor shall any other method of sewage disposal be installed or used on any lot or lots in this subdivision.

(12) The ground floor area of the main structure, exclusive of open porches and garages shall be not less than nine hundred (900) square feet in the case of a one story structure; nor less than seven hundred twenty (720) square feet in the case of a one and one-half, two or two and one-half story structure, provided no structure of more than one story shall have less than an aggregate of nine hundred (900) square feet of finished and livable floor area.

(13) No oil drilling, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon, or in, any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on, or in, any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot in this subdivision.

(14) All lots in the subdivision shall be maintained by the owner in such a way to prevent the existence of any condition which reasonably distracts from or diminishes the aesthetic of the subdivision, the property or causes obstructions to any other property. This includes maintaining the lot and any improvements situated thereon in such a manner as to prevent them from becoming unsightly and, specifically, each owner shall mow the lot at such times as may be reasonably required in order to control

growth of unsightly vegetation and noxious weeds, shall remove all debris and rubbish, and eliminate dead trees or shrubbery from the property.

(15) No campers, recreational vehicles, utility trailers, motor homes, tractor-trailer rigs, semi-truck cabs, boats or aquatic vehicles of any nature may be parked in the front of any lot in the subdivision. The aforementioned vehicles must be located on the lot behind the front line of the main structure building therein. At no time may the aforementioned vehicles be parked on any street, street-edge or in any way block access to through driving.

(16) No constructions shall be commenced nor any building be erected, placed or altered on any lot, or lots, in this subdivision until the plot plan, building plans, specification and drainage plan of such buildings shall have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to the location of the building with respect to topography and finished ground elevation, by the PMHA Board of Directors or by representatives designated by a majority of the members of the Board of Directors. If the PMHA Board of Directors shall fail to act upon any plans submitted for approval within a period of fifteen (15) days from the date of submission on the same, then the owner or his assigns may proceed with the building according to the plans submitted, which plans however shall not be contrary to any of the provisions, covenants, conditions or restrictions provided in this instrument; and the failure of the PMHA Board of Directors to act within fifteen (15) days shall be deemed an approval of the plans submitted. The PMHA Board of Directors and its designated representatives shall not be entitled to any compensation for the services performed pursuant to this covenant.

(17) The PMHA Board of Directors shall regulate the external appearance, use, location and maintenance of the lands subject to these covenants and restrictions, and improvements therein, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain harmonious relationship among structures within, the material vegetation and topography, and to determine compliance with these covenants and restrictions.

(18) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, conditions or provisions herein, it shall be lawful for the PMHA Board of Directors or any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so to recover damages or other dues for such violation, and to require the removal of any structures erected in violation thereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.

(19) These foregoing covenants, restrictions, provisions and conditions shall run with the land and shall be binding on all parties and all parties claiming under them indefinitely, unless by a vote of the majority of the owners of lots in this subdivision it is agreed upon to change said covenants in whole or in part.

APPENDIX

PERRY MANOR SECTION I

LEGAL DESCRIPTION

I, the undersigned, do hereby certify that this plat is true and correct and represents a subdivision of part of the North East quarter of Section 8, Township 14 North, Range 4 East, more particularly described as follows:

Beginning at the South West corner of the North East quarter of said said section, thence north along the west line of said quarter (1/4) section a distance of 1898.40 feet, thence deflecting to the right $88^{\circ} 10'$ a distance of 1080 feet, thence deflecting to the right $91^{\circ} 50'$ a distance of 12 feet, thence deflecting to the left $91^{\circ} 50'$ a distance of 258.5 feet, thence deflecting to the right $91^{\circ} 30'$ a distance of 850.20 feet, thence deflecting to the right $88^{\circ} 27'$ a distance of 70.90 feet, thence deflecting to the left $88^{\circ} 07'$ a distance of 285.00 feet, thence deflecting to the left $91^{\circ} 38'$ a distance of 125.00 feet, thence deflecting to the right $91^{\circ} 38'$ a distance of 210 feet, thence deflecting to the right $88^{\circ} 22'$ a distance of 125.00 feet, thence deflecting to the left $88^{\circ} 22'$ a distance of 275', thence deflecting to the right $88^{\circ} 22'$ a distance of 17 feet, thence deflecting to the left $88^{\circ} 22'$ a distance of 275.00 feet, thence deflecting to the right $88^{\circ} 22'$ a distance of 1253.00' to the place of beginning, containing in all 57.085 acres more or less, excepting however all legal highways or rights of way.

This subdivision consists of 57 lots, numbered from one (1) to fifty-seven (57), both inclusive, with streets as shown on this plat.

The sizes of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness: My signature this 22nd day of May 1953.

Herbert Bloemker
Registered Engineer No. 1836 --Indiana--

PERRY MANOR FIRST SECTION - AMENDED

Above plat re-recorded September 29, 1954, for the purpose of showing amendments as to lots 36 to 42 inclusive and lots 48, 49 and 50 and for locating Bryan Drive adjacent to said lots as intended in the original Perry Manor, recorded in plat book 28, pages 441 and 442.

Approved this 6th day of October, 1954. Marion County

James W. Cadbert, draftsman

This document is provided by Fidelity National Title Group and is not eligible for resale under IC 36.2-7

APPENDIX

PERRY MANOR SECTION II

LEGAL DESCRIPTION

I, the undersigned, do hereby certify that this plot is true and correct, and represents a survey of part of the Northeast Quarter (1/4) of Section 8, Township 14 North, Range 4 East more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter (1/4) of Section 8, Township 14 North, Range 4 East, being on the centerline of Sherman Drive, thence north along the East Line of said Quarter (1/4) section a distance of 1356.0 feet, thence west, parallel to the North Line of said Quarter (1/4) section a distance of 1342.50 feet to a point on the East line of Perry Manor Amended, as is recorded in the office of the Recorder of Marion County, State of Indiana, in Plat Book No. 29, Pages 56 and 57, then deflecting to the left $88^{\circ} 38'$ a distance of 312.20 feet, along the east line of said addition, thence deflecting to the right $88^{\circ} 27'$ a distance of 70.50 feet, thence deflecting to the left $88^{\circ} 07'$ a distance of 285 feet, thence deflecting left $91^{\circ} 38'$ a distance of 125.00 feet; thence deflecting to the right $91^{\circ} 38'$ a distance of 210.00 feet; thence deflecting to right $88^{\circ} 22'$ a distance of 125.00 feet; thence deflecting to the left $88^{\circ} 22'$ a distance of 275.00 feet; thence deflecting to the right $88^{\circ} 22'$ a distance of 17.00 feet; thence deflecting to the left $88^{\circ} 22'$ a distance of 275 feet to the South Line of said Quarter (1/4) section, being also the Southeast corner of said Perry Manor Amended Addition; thence deflecting to the left $91^{\circ} 38'$ along the said South Line of said Quarter (1/4) section a distance of 1426.00 feet to the place of beginning; containing in all 43.22 Acres more or less, subject to all legal highways and/or rights-of-way.

This Subdivision consists of 41 lots, numbered from fifty-eight (58) to ninety-eight (98), both numbers inclusive, with streets as shown on this plat.

The sizes of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness: my signature this 22nd day of April, 1955.

Ernest R. Hamilton

Registered Engineer No. 6900, State of Indiana

This document is provided by the National Title Group and is not eligible for resale under IC 36.2.1

APPENDIX

PERRY MANOR SECTION III

LEGAL DESCRIPTION

I, the undersigned, a registered professional engineer in the State of Indiana, hereby certify that this plat is true and correct, and represents a subdivision of part of the Northeast Quarter (1/4), of Section 8, Township 14 North, Range 4 East, in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the West line thereof a distance of 1838.4 feet North of the Southwest corner of said Northeast Quarter (1/4) Section, said point being in the centerline of McFarland Road, and also being the Northwest corner of Perry Manor 1st Section as recorded in plat book 29, page 56 in the Office of the Recorder of Marion County; thence deflecting to the right in an easterly direction 88° 12' a distance of 1080.00 feet; thence deflecting to the right ___° 50' a distance of ___ feet; thence deflecting to the left 31° ___' a distance of 258.3 feet; thence deflecting to the left 88° 25' a distance of 795.38 feet to the centerline of Stop 8 Road; thence deflecting to the left 31° 27' a distance of ___ feet, thence deflecting to the left 38° 59' ___ a distance of 151. ___ feet; thence deflecting left 30° 05', 16.0 feet; thence deflecting right ___° ___' ___ feet; thence deflecting left 38° 04', 10.0 feet; thence deflecting left 31° 03", 132.27 feet; thence deflecting right 90° 52', 230.00 feet; thence deflecting right ___° 08', ___ 17.78 feet to ___ of McFarland Road; thence deflecting to the left ___' a distance of ___ .41 feet to the point of beginning, containing in all 10.358 acres, more or less, subject however to all legal highways and rights of way and easements.

This subdivision consists of 14 lots, numbered from 99 to 112, both inclusive, and streets as shown on this plat.

The width of streets and sizes of lots are indicated hereon in feet and decimal parts thereof.

Witness my hand and seal this 19th day of September, 1956.

Ernest R. Hamilton, Reg. Engineer No. 6900

State of Indiana

This document is provided by the National Title Group and is not eligible for resale under IC 36-2-7

**FINAL TALLY FOR THE COVENANTS
ADOPTED FOR PERRY MANOR HOMEOWNERS ASSOCIATION**

There are one hundred and ten (110) homeowners eligible to vote.

The number to pass covenants: Fifty-six (56).

Votes approving covenants: Sixty-three (63).

Votes against covenants: Nine (9).

Total votes cast: Seventy-two (72).

Homeowners not voting: Thirty-eight (38).

The date of record for eligibility to vote will be October 10, 2013, the date of the annual meeting.

The date of closing the vote will be August 12, 2014, the date of the board meeting.

Signed August 12, 2014

Richard Wilson, President

Richard Wilson

Darrell Beasey, Vice President

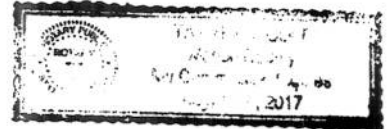
Darrell Beasey

Doug Deck, Treasurer

Doug Deck

Joyce VanDeman, Secretary

Joyce VanDeman



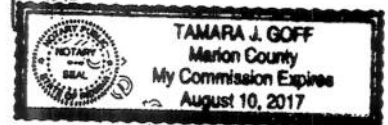
Witness my hand and Notarial Seal
this 18 day of Aug, 2014.

Notary Public

Tamara J Goff

Tamara J Goff
Printed Name

Residing in Marion County,
Indiana.



This document is provided or resale under IC 36.2-1

AT&T Mail News Sports Finance Weather Entertainment Health Screen U-verse att.com More En Español Search Mail Search Web Home Rich

- Compose
Inbox
Drafts (27)
Sent
Spam (9)
Trash
Folders
Recent

Perry Manor Minutes, Preliminary(2)

Joyce Van Deman To Me Today at 5:51 PM

Hi Rich,
Here are the minutes. I haven't sent them to anyone else yet as I have a couple things to check on. Under the covenants, what two places were you going to file them? Also, should McFaddens be mentioned in the names of people who have passed on? I am not going to send the minutes to Mark Wilson because he is discussed in the minutes.

Joyce
=====

BOARD MINUTES
PERRY MANOR HOMEOWNERS ASSOCIATION
August 12, 2014

The meeting was held in the home of the President, Rich Wilson, on Tuesday evening and opened at 7:05 p.m.

- Present: Rich Wilson, President
Darrell Beasey, Vice President
Doug Deck, Treasurer
Joyce Van Deman, Secretary
Roy Lashley, Director
Chuck Taylor, Director

COVENANTS: After Darrell turned in an additional ballot, Joyce reported the final ballot count as follows:

Table with 2 columns: Item, Value. Rows include Homeowners eligible to vote (110), Votes approving covenants (63), Votes against covenants (9), Total votes cast (72), Homeowners not voting (38).

The date of record for eligibility to vote will be October 10, 2013, the date of the annual meeting. The date of closing the voting will be August 12, 2014, the date of the board meeting.

Rich will prepare a statement that the board agreed with the final vote tally and that they approved filing the covenants with the city. He will have the statement signed by the board members and signatures notarized. He will take the statement, the new covenants, the ballots, and the list of homeowners of record on October 13, 2013, and file it with [blank] and [blank]. Joyce will scan the ballots and other documents to safeguard the record.

BOARD MEMBER TO BE ASKED FOR RESIGNATION: Rich noted that board member Mark Wilson has not paid his dues for two lots for the past two years, that he was elected October 2011 to the board, but since then has only attended two board meetings, and he did not cast his vote on the covenants. The board considered asking for his resignation for nonparticipation, but since his term is up the end of 2014, it was decided to let his term finish out. Darrell said he talked to Mark about his dues, and Mark said he had his two lots combined into one lot. Doug Deck said if Mark can provide official documentation that he has combined his two lots, he will reduce his dues to just one lot (although a sewer access lot by the city in 2013).

ACKNOWLEDGMENT OF DECEASED HOMEOWNER AL MORGAN: Rich noted that many homeowners are unaware how well known Al Morgan was in the community. He passed on in December 2013. Rich asked to have part of his history, provided at his funeral, published in the Perry Manor newsletter. He also plans to have a dedication to Al's memory at the annual homeowners meeting in October. The board noted several other homeowners who have passed on in the last year, who will also be mentioned at the annual meeting (Juanita Wilson, Robert Bowles, Nina Curts). (Should Mrs. McFadden and her son Hugh be included? Were they within this past year?)

ANNUAL HOMEOWNERS MEETING: Rich reported the meeting date has been changed to Wednesday, October 22, 2013, as that was the only date the church had available in October.

The agenda will include:
Dedication to memory of Al Morgan and acknowledgment of other homeowners who have passed on.

by Jesus Bezares on flickr

Curious About Reverse Mortgage?
Available to homeowners 62 years and older
Your Home Value: \$225,000
Mortgage Due: \$45,000
Your Age: 62
Calculate Income

Exhibit A

This document is provided for the sole use of Fidelity National Title Group and is not eligible for resale under IC 36-2-1