

## PERRIN POINTE HOA ANNUAL MEETING MINUTES

May 09, 2012

### General:

- 21 members were present for the annual meeting. A sign-in sheet was collected.
- Members met around the newly installed fountain and introduced themselves. A special thank you was noted to Tim Robertson and Jim Johns for getting the fountain installed.

### Agenda:

- Minutes were approved from last year's meeting.
- President's Report: Ginger Stewart-Lee welcomed everyone and asked for any roster changes (phone numbers, etc.), as she will be putting together an updated list.
  - Garbage Reminder - trash cans should not be visible from the street on non-collection days. They should only be placed on the street on the night prior to pick up. Check the Jeffersonville website for holiday pick up dates.
  - A copy of the revised bylaw regarding nonpayment of assessments was distributed (see Section 9 below). Ken Fowler made a motion to approve the change to section 9. Mary Brewer seconded the motion and the bylaw was approved.
  - HOA Future Activities:
    - Establish a website for Perrin Pointe
    - Members expressed interest in having some fun functions (e.g., block party, yard sale, etc.).
    - Ron Carroll expressed interest in donating an American flag and pole for the area next to the fountain.
- Treasurer's Report:
  - Tim Robertson passed out copies of the 2012 Financial Statement and proposed budget. He reviewed the statement and indicated we came in \$1,300.00 under budget.
  - We are missing dues from four properties at the present time.
  - We hired a bookkeeping service for easier turnover of records and taxes.
- New Budget:
  - Vicki Burns made a motion to approve the new budget. Gayle Dunn seconded the motion and the budget was approved.
  - Annual dues and sinking fund line items were discussed. The sinking fund line item was removed this year. The dues will remain at \$1,500.00, but if dues are paid by the due date of January 2, they will be discounted to \$1,200.00. All past dues and penalties will need to be paid in full in order to receive the discount. From January 3 through January 31, the dues are \$1,500.00. After January 31, a monthly penalty will be incurred.

- A new category was added to the budget for capital improvements. Items for this year include:
  - \$3,000.00 - new fountain
  - \$2,500 - wall repair behind houses on Duley court
  - \$4,000.00 - cast iron park benches to be placed at fountain
  - \$1,200.00 - gravel repair between houses - not complete
  - \$600.00 - fence repair on park side houses
  - \$3,000.00 - remove damaged tree in front and replace with three smaller trees
  - \$600.00 - establish website
- Architectural Committee:
  - Lorrie Ligman reported the committee met during the winter and approved one request.
- Closing:
  - Ken Fowler motioned for the meeting to adjourn. Tim Robertson seconded the motion and the meeting was adjourned.
  - Next year's annual meeting is scheduled for May 8, 2013 at 6:30 pm in the fountain area.

Section 9. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid in full within thirty (30) days after the due date shall be deemed in default and shall bear a late fee in the amount of \$50.00 per month. If the assessment and fees remain delinquent for ninety (90) days, the Association shall file a lien against the owner subject to the assessment for the delinquent assessment and fees. The Association may file an action at law against or may foreclose the lien against the Lot. *Additionally, the Association may use an attorney or collection agency to collect outstanding payments. Collection and attorney fees for will be the responsibility of the owner.* No Owner or Owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the Common Area or abandonment of his or her or their Lot. So long as a Lot Owner is in default in the payment of assessments, the Lot Owner shall not be entitled to vote as a Member of the Association.

	2011-2012	2012-2013		Notes
4000 · Dues	\$ 37,500.00	\$ 30,000.00		Dues will be \$1500 per year, but discounted to \$1200 if paid within due date and all past dues are paid in full.
4010 · Late Dues and Fees	\$ -	\$ 3,000.00		
4100 · Special Assessment	\$ -	\$ -		
Past Reserves	\$ -	\$ 8,675.00		
		\$ 41,675.00		
5000 · Association Supplies		\$ 300.00		
5050 · Capital Improvements		\$ 11,300.00	\$ 3,000.00	New Fountain
			\$ 2,500.00	Repair Wall
			\$ 4,000.00	Park Benches
			\$ 1,200.00	Repair Gravel
			\$ 600.00	Fence Repairs
5150 · Flowers	\$ 1,300.00	\$ 1,600.00		
5160 · Fountain Maintenance	\$ 1,600.00	\$ 300.00		
5166 · Licenses & Permits		\$ 15.00		
5300 · Insurance	\$ 1,000.00	\$ 1,200.00		
5310 · Irrigation Service	\$ 200.00	\$ 200.00		
5450 · Landscape Lighting	\$ 600.00	\$ 300.00		
5460 · Lawn Chemical Treatments	\$ 2,700.00	\$ 2,700.00		
5470 · Lawn Cut	\$ 10,000.00	\$ 10,000.00		
5480 · Legal & Accounting Fees	\$ 1,000.00	\$ 1,000.00		
5500 · Miscellaneous	\$ 250.00	\$ 250.00		
5510 · Mulch & Shrubs	\$ 1,100.00	\$ 2,000.00		
5650 · Printing		\$ 60.00		
5800 · Snow Removal	\$ 2,000.00	\$ 2,000.00		
5850 · Taxes - Property	\$ 1,050.00	\$ 1,050.00		
5860 · Tree Services		\$ 3,000.00		
5900 · Utilities - Electric	\$ 2,200.00	\$ 2,200.00		
5910 · Utilities - Water	\$ 1,000.00	\$ 1,600.00		
66000 · Payroll Expenses	\$ -	\$ -		
Sinking Fund	\$ 10,000.00	\$ -		
Web Site		\$ 600.00		
		\$ 41,675.00		
Difference		\$ -		
Balanced Budget?		Yes		
Approximate Account Balance		\$ 50,000.00		
Approximate Aging Receivables		\$ 10,000.00		

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**PERRIN POINTE SUBDIVISION**

PERRIN POINT SUBDIVISION, INCORPORATED, hereinafter called Declarant, is the Owner in fee simple of real property located in Clark County, State of Indiana, and known by official plat designation as Perrin Pointe Subdivision, a Planned Unit Development, pursuant to a Development plan recorded as Instrument NO. 200510183 in Plat Book, Page 18, in the office of the Recorder of Clark County, Indiana.

For the purpose of enhancing and protecting the value attractiveness, and desirability of the Lots or tracts constituting such Planned United Development, Declarant declares that all of the described real property and each part of such property, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitutes covenants running with the land and shall be binding on all parties having any right, title or interest in the described property of any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of such property.

**ARTICLE ONE**

**DEFINITIONS**

**Section 1.** Association shall mean and refer to Perrin Point Home Owners Association, an unincorporated not-for-profit corporation, its successors and assigns.

**Section 2.** Applicable Date shall mean the earlier of (i) the date when Declarant has conveyed to unrelated third parties ninety-five percent of the Lots in the Subdivision, or (ii) such earlier time as Declarant may elect and notify the Association in writing.

**Section 3.** Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as shown on the plat which is incorporated herein and which includes all storm water detention/retention facilities lights, utilities, open space, the entrance and green space areas situated within the areas described as Common Area on the recorded Development plan, including the area surrounded by dedicated roadways, but excluding all publicly dedicated roadways.

**Section 4.** Declarant shall mean Perrin Point Subdivision, Inc., and such other entities or persons as Perrin Point Subdivision, Inc. may hereafter from time to time assign its rights hereunder.

**Section 5.** Lot shall mean any plat of land shown on the recorded planned United Development referred to above with the exception of the Common Area.

**Section 6.** Members shall mean every person or entity who holds Membership in the Association.

**Section 7.** Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the planned United Development and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

**Section 8.** Planned Unit Development or Development shall mean the Perrin Point, a Planned Unit Development, as more particularly described above, and such additions to such Development as may be brought within the jurisdiction of the Association or the Development as provided for in this declaration.

## ARTICLE TWO

### MEMBERSHIP IN ASSOCIATION: MANAGEMENT AND VOTING RIGHTS

**Section 1.** Membership. Every Owner of a Lot shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from Ownership of a Lot.

**Section 2.** Powers. The Association shall have such powers as are set forth in this declaration, the by-laws governing the Association, and the articles of incorporation, if any, together with all other powers that belong to it by law.

**Section 3.** Voting. Each Member shall be entitled to one vote, the voting rights of any Member being subject to suspension for non-payment of assessments. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to cast the vote allocated to that Lot.

**Section 4.** Management. The business, property and affairs of the Association shall be managed and controlled by a board of directors as from time to time constituted (herein collectively called Board or Directors and individually called Director.

**Section 5.** Number . Prior to the Applicable Date, the number of Directors comprising the Board shall be two (2) which number may from time to time be increased by resolution adopted by not less than a majority of the Board of Directors. In no event shall the number of Directors be less than one (1) nor more than seven (7) and no reduction in the number of directors is increased prior to the Applicable Date, the additional director or directors shall be appointed by developer. In the event the number of directors is increased subsequent o the Applicable Date, the election of the additional director or directors shall be by a vote of the Members according to a procedure established by the board of resolution.

**Section 6.** Appointment. Prior to the Applicable Date, directors shall be appointed by developer. Thereafter they shall be elected by the Members in accordance with the provisions of the code of by-laws enacted by the directors.

**Section 7.** The Association shall be notified of any change in the lot Owner of record within fourteen (14) days.

## ARTICLE THREE

### ASSESSMENT

**Section 1. Lien and personal obligation of assessments.** Declaration covenants for each Lot within the Development and each Owner of a Lot is deemed to covenant by acceptance of such Owners deed for such Lot, whether or not it be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided in this declaration. The annual and special assessments, together with interest, cost, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or person who owned a Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed.

**Section 2. Declarant's exemption.** So long as Declarant has any interest in the Development, and due to Declarant's payment of the original cost for Common Area expenses. Declarant shall not be required to pay any assessments.

**Section 3. Purpose of annual assessments.** The annual assessments levied by the Association shall be exclusively to promote the health, safety, welfare and recreation of the residents in the Development, and for the improvement and maintenance of the Common Area within the Development. Annual assessments shall include and the Association shall acquire and pay for out of the funds derived from annual assessments items such as the following:

- (a) Maintenance and repair of the Common Area (including storm water detention/retention facilities, utility lines serving more than one Lot, but excluding publicly dedicated roadways and each driveway serving a Lot)
- (b) Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility service for the Common Area or utilities serving more than one Lot.
- (c) Acquisition of landscaping materials and equipment for the Common Area
- (d) Fire insurance covering the full insurable replacement value of the Common Area, with extended coverage
- (e) Liability insurance insuring the Association against any and all liability to the public, to any Owner or Owners, or to the invitees or tenants of any Owner of Owners arising out of the occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be revised at least annually and increased or decreased in the discretion of the Association.
- (f) Workers compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association including liability insurance for the board of directors.
- (g) A standard fidelity bond covering all Members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or

proper in the opinion of the board of directors of the Association for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of the restrictions contained in this declaration.

- (i) Real property taxes attributable to the Common Area.
- (j) In addition to maintenance to the Common Area, the Association shall provide exterior maintenance of each Lot as follows: the Association shall maintain all lawns and grassy areas in the Development, including, without limitation, all grassy areas outside the exterior walls of the improvements situated on any Lot, and all other items as determined by the Association, pursuant to these covenants. For purposes of such maintenance, the Association is hereby granted an easement over and across any portion of a Lot situated outside of the exterior walls of any improvements on said Lot.
- (k) In the event the need for maintenance or repair is attributable to the willful or negligent act of the Owners of a Lot or their family, guest, or invitee, the cost of such maintenance or repair shall be added to and become part of the assessment attributable to that Lot and Owner.

**Section 4. Additional purpose of annual assessments for the Association.** The annual assessments levied by the Association shall be exclusively to promote the health, safety, welfare and recreation of the residents of the Development, and for the improvement and maintenance of the Common Area and of the homes situated within the Development (including all storm water detention/retention areas and non-dedicated roadways, but excluding each driveway serving a Lot. Annual assessments shall include and the Association shall acquire and pay out of the funds derived from annual assessments in addition to those items listed in Section 3 of this Article the following; (a) maintenance and repair of storm drains, and drainage systems, and (b) any other expense for health, safety, welfare and recreation as determined by the Association.

**Section 5. Special assessments for capital improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement for the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority vote of the Members of the Association who are entitled to the vote.

**Section 6. Notice and quorum for action authorized under sections 3, 4, and 5.** Written notice of any meeting called for the purpose of taking any action authorized by section 3 or 4 or 5 shall be sent to all Members of the Association not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of all Members entitled to vote, Members who were not present in person or by proxy may give their assent in writing within fourteen (14) days after such meeting.

**Section 7. Uniform rate of assessment.** Both annual and special assessments, except for the assessment under section 4(k), must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

**Section 8. Commencement and Collection of Annual Assessments.** The annual assessments provided for in this declaration shall commence on the date of the first sale of a Lot in the Development as set forth in section 4. The first annual assessment shall be adjusted according to

the number of months remaining in the applicable calendar year following the date of sale of a Lot. The board of directors shall file the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date for such assessment and the assessments shall be due on or before January 1 of each year. Notice of the annual assessments shall be sent to every Owner subject to such assessment. The Association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and may cause to be recorded in the office of the recorder of Clark County, Indiana a list of delinquent assessments of that date.

**Section 9.** Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid in full within thirty (30) days after the due date shall be deemed in default and shall bear a late fee in the amount of \$50.00 per month. If the assessment and fees remain delinquent for ninety (90) days, the Association shall file a lien against the owner subject to the assessment for the delinquent assessment and fees. The Association may file an action at law against or may foreclose the lien against the Lot. Additionally, the Association may use an attorney or collection agency to collect outstanding payments. Collection and attorney fees for will be the responsibility of the owner. No Owner or Owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the Common Area or abandonment of his or her or their Lot. So long as a Lot Owner is in default in the payment of assessments, the Lot Owner shall not be entitled to vote as a Member of the Association.

**Section 10.** Subordination of assessment lien to mortgages. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage, foreclosure of any proceeding in lieu of such foreclosure, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of such assessments.

## ARTICLE FOUR

### PROPERTY RIGHTS

**Section 1.** Owner's easement of enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association;

- (a) The right to charge the assessments and maintain the Common Area;
- (b) The right to suspend the right of use of the Common Area and the voting rights of any Owner or Owners for periods during which assessments against a Lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding sixty (6) days for any infraction of the published rules and regulations on the Association;
- (c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of Members agreeing to such dedication or transfer has been recorded.



- (d) The right to promulgate, publish and enforce rules and regulations governing the use of the Common Area (including all non-dedicated roadways, but excluding publicly dedicated roadways and each driveway serving a Lot.

**Section 2. Delegation of use.** Subject to limitations as may be imposed by the bylaws governing the Association, each Owner may delegate such Owner's right of enjoyment in and to the Common Area to the Members of the immediate family.

**Section 3. Easements of encroachment.** There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillfull placement, settling or shifting of the improvements constructed, reconstruction, or altered thereon, provided such construction, or reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than three feet as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

**Section 4. Other easements.**

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Development plan of the Development. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements on such Lot shall be continuously maintained by the Owner or Owners of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible subject to the rights of the Association to maintain the exterior landscaping of a Lot.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporation, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

**Section 5. Easement between Lot Owners.** Adjoining Lot Owners shall have an easement for purposes of placing a ladder or coming upon the adjoining Lot for the purpose of performing maintenance or repairs upon Lot Owners own improvements. Said easement rights may not be exercised without twenty-four (24) hour written notice to the adjoining Owner, except in the case of an emergency wherein notice shall be given in a reasonable manner under the circumstances.

**Section 6. Right of entry.** The Association, through its authorized employees and contractors, shall have the right, after reasonable notice to the Owner or Owners, to enter any Lot at any

reasonable hour on any day to perform such maintenance as may be authorized in this declaration.

**Section 7. No partition.** There shall be no judicial partition of the Common Area, nor shall Declarant or any Owner or any other person acquiring any interest in the Development or any part of the Development, seek judicial partition thereof. However, nothing contained in this declaration shall be construed to prevent a judicial order of sale of any Lot through a partition action of any Lot Owner in cotenancy.

**Section 8. No subdividing.** There shall be no subdividing of any Lot in the Development.

## ARTICLE FIVE

### USE RESTRICTION

The Development shall be occupied and used only as follows:

**Section 1. Residence.** Each Lot shall be used as a residence for a single family and for no other purpose.

**Section 2. Business restrictions.** No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in Development all of the Lots as provided in section 12 of this article and with the exception of in-home offices. If an in-home office is used, there shall be no business invitees or employees beyond Owner's family, and there shall be no signs placed within the Development advertising such business.

**Section 3. Activity restrictions.** No noxious or offensive activity shall transpire or occur in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in section 12 of this article.

**Section 4. Sign restrictions.** No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a Lot for sale or rent.

**Section 5. Activity limitation in Common Area.** Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating to a Lot or the Common Area without the prior written consent of the Association, and no Owner or Owners shall permit anything to be done or kept on a Lot or Common Area that would result in the cancellation of insurance on any residence or on any part of the Common Area, or that would be in violation of any law.

**Section 6. Materials and construction.** All residences, if approved, shall be of new construction. The exterior of all residences and other approved structures, if any, placed, erected or maintained on any Lot shall be composed of substantially the same materials (including quality, kind and color) as the materials comprising the residences situated on either side of the Lot, unless otherwise approved by the Architectural Control Committee; and no plywood, T-111 siding, or vinyl or aluminum siding shall be permitted on said exterior, except for areas on any residence

that, due to roof lines or other architectural issues, the use of brick is determined by the Architectural Review Committee to be impractical. All exposed foundations with over six (6) inches in height of exposure shall be covered with wood, brick, drivit, stone or stucco. No buildings shall be moved onto any Lot. No residence having wooden foundations shall be constructed upon any Lot. Every residence must contain a heating plant installed in compliance with the required state and municipal codes, and must be capable of providing adequate heat for year-round human habitations. All residences shall be equipped with a garbage disposal.

**Section 7. Animal limitations.** No animals, livestock or poultry of any kind shall be raised, or kept on any Lot of on the Common Area. However, dogs cats and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not a nuisance or are not kept, bred, or contained for commercial purposes.

**Section 8. Waste materials.** No rubbish, trash or garbage or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view, except for the time when refuse collections are made.

**Section 9. Fences.** Unless constructed by Declarant at the time of initial construction of improvements upon any Lot, no fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot.

**Section 10. Outbuilding restrictions.** No outbuilding, tent, mobile home, manufactured home, modular home, shack, garage, trailer, shed or temporary building of any kind shall be placed on a Lot of any Common Area.

**Section 11. Satellite dish restrictions.** Only satellite dishes which are less than 25” are allowed. The placement and location of any such dish is subject to the approval of the architectural control committee.

**Section 12. Alteration restrictions.** Nothing shall be altered in constructed on, or removed from the Common Area without the prior written consent of the Association.

**Section 13. Development.** Declarant or the transferees of Declarant shall undertake the work of developing Lots included within the Development. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Development as an ongoing residential community. In order that such work may be completed and the Development be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant’s transferees, or the employees, contractors, or subcontractors of Declarant or Declarant’s transferees from doing on any part or parts of the Development owned or controlled by Declarant or Declarant’s transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent Declarant, Declarant’s transferees, or the employees, contractors, subcontractors Declarant or Declarant’s transferees from constructing and maintaining on any part or parts of the Development owned or controlled by Declarant, Declarant’s transferees, or their representatives, such structures as may be

- reasonably necessary for the completion of such work, the establishment of the Development as a residential community, and the disposition of Lots by sale, lease, or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractor's subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Development property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Development as a residential community, and of disposing of Lots by sale, lease or otherwise; or
  - (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots or units owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Development Lots.

As used in this section, the words "Declarant's transferees" specifically exclude purchasers of Lots improved with completed residences.

**Section 14. Clothes line restrictions.** All clothes line equipment shall be so placed and kept as not to be visible from any street or other Lot within the Development at any time.

**Section 15. Improvement Standards.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than a structure not exceeding the height of the building originally constructed by Declarant upon such Lot. In the event a residence is destroyed by fire or otherwise, any new residence shall have the same foundation footprint as the building original constructed by Declarant upon such Lot. Each residence shall be two bedrooms, two full bathrooms and at least a two with a maximum of three car garage which is attached to the primary residence.

**Section 16. Building setback lines.** No residence, building accessory or outbuilding (if same are approved) shall be located on a Lot nearer to the front Lot line or side Lot line than the minimum shown on the recorded Plat of the Development. If there is no indication on the Plat of the Development of the minimum setback lines, the residence, building accessory or outbuilding shall be no closer to any Lot line than the improvements originally constructed thereon by the Declarant.

**Section 17. Window coverings.** Window treatments on the front of each unit must have either mini blinds, horizontal blinds or vertical blinds in the color of white or off-white. Curtains, blankets, sheets or any other type of window covering is not acceptable.

**Section 18. Exterior Paint.** All Homeowners must maintain the exterior appearance of their houses in a clean and neat condition, including the repainting of the exterior doors, garage doors, and wrought iron.

**Section 19. Erosion Control.** Each Owner will be responsible for erosion control under rule 5 of Indiana Department of Environmental Management as now enacted and as amended from time to time.

**Section 20. Use of Common Area.** An Owner in good standing may extend certain privileges to his guests. Guests must conform to all rules and regulations.

- (a) Neither Declarant nor Association, inc. shall be responsible for the loss of property, or for any other loss sustained by Members or their guests, while within the boundaries of the Development.
- (b) No Member shall be allowed to circulate any subscription list, or to place any advertisement or exhibit or any article for sale on their Lot or Lots, Common Area and other properties belonging to Declarant or to the Association.
- (c) Neither Declarant nor the Association accept any responsibility for any private property brought onto the Development.
- (d) No vehicle shall be parked on any street in the Development other than vehicles owned by short term guests of an Owner and only for periods of short duration. No commercial truck, boat, motor home, recreational vehicle, or camper shall be parked for overnight (or longer) or stored on any Lot in the Development in such manners to be visible to the occupants of other Lots or the user of any street within the Development, nor shall any stripped down, partially wrecked, or junked motor vehicle, or any sizable part thereof, be so parked.

**Section 21. Vehicles.** No camper, trailer, recreational vehicle or truck of any kind (including standard pickup trucks, but excluding vehicles marketed as “SUV’s”) shall be parked in the Development at any time unless the same is parked on a driveway serving a Lot or inside a fully enclosed garage. Guests of Lot Owners shall park only in the following areas:

- (a) Within the driveway of the Lot Owner, or
- (b) Along the publicly dedicated roadway within the Development; provided the same is for short duration.

**Section 22. Lawn Prohibitions.** No Owner shall pave, gravel, rock or place any lawn ornament, structure or any other fixture, attachment or personal property on that portion of a Lot without the prior written consent of the developer (prior to the Applicable Date) or the architectural control committee (after the Applicable Date).

**Section 23. Garage doors.** All Owners shall use their best efforts in ensuring that the garage door on any garage or outbuilding situated on a Lot shall be closed when the Owner or the Members of the Owner’s family are not outside or otherwise using the garage. Failure to take reasonable measures to keep the garage doors closed shall be deemed to constitute a nuisance under Article 5, Section 3 of these restrictions.

**Section 24. Enforcement.** As long as Declarant retains an interest in the Development, it will retain the right, but shall in no way be obligated, to enforce these restrictions. Thereafter, the Association or any Owner of a Lot may enforce these restrictions. Failure to comply with these restrictions or any rules and regulations of the Association will result in suspension from use of said Common Area by an Owner, the Owner's family Members, guests and tenants.

## **ARTICLE SIX**

### **OWNER'S OBLIGATION TO REPAIR**

Each Owner, at such Owner's sole cost and expense, shall repair such Owner's residence (including without limitation the driveway serving such residence), keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. In the event an Owner fails to comply with this covenant, the Declarant or the Association may perform such maintenance or repair and the cost of such maintenance or repair shall be added to and become a part of the assessment attributable to that Loan and the Owner.

## **ARTICLE SEVEN**

### **OWNER'S OBLIGATION TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner or Owners, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty, including style, color, foundation footprint, and quality of materials. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

## **ARTICLE EIGHT**

### **ARCHITECTURAL CONTROL COMMITTEE**

No building, fence, landscaping, or other structure or improvement shall be commenced, directed or maintained upon any Lot nor, shall any exterior addition to, or change to, or alteration thereof be made until the plans and specification showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design, color, and location in relation to surrounding structures and topography by the Declarant, or Declarant's designated architectural control committee, and after the Applicable Date, by an architectural control committee composed of three (3) or more representatives appointed by the board of directors of the Association. In the event the Declarant, and then the board, or designated committee, fails to approve or disapprove the design and location within thirty (30) days after said plan and specifications have been submitted to it. Approval will not be required and this Article will be deemed to have been fully complied with. The architectural control exercised shall include control over, but not limited to the following items: design, colors, roofing materials, streetscape considerations, fencing materials, height, and landscaping.

## ARTICLE NINE

### WAIVER OF ANNEXATION

Due to the City of Jeffersonville's providing sewage services to the Development, each Owner by acceptance of their deed waives their right to remonstrate against annexation, and accepts future annexation or annexation, into the City of Jeffersonville, and waives any objection or right of remonstrance.

## ARTICLE TEN

### GRIEVANCE PROCEDURE

**Section 1.** The Grievance Procedure is a formal system established by the Board of Directors to uniformly receive, investigate, process and resolve alleged violations of the Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations, and Architectural Standards of the Association. The Grievance Procedure requires that the Board of Directors be charged with the responsibility to investigate alleged violations.

#### **Section 2.** Procedure:

1. When a member of the Association (Complainant) believes that another member (Alleged Violator) has allegedly violated the Declaration, Bylaws, Rules & Regulations or Architectural Standards of the Association, the Complainant is requested to first contact the Alleged Violator, inform the Alleged Violator of the alleged violation and request that the Alleged Violator cease, correct or remove the alleged violation.
2. If the Alleged Violator does not correct the alleged violation or the Complainant is reluctant to confront the Alleged Violator, the Complainant should then contact a member of the Board of Directors. If the alleged violation is of a brief or temporary nature, the Complainant may contact the Board member by telephone to request immediate action. In all other instances, the Complainant is requested to write a brief description of the alleged violation (noting the time, date, location and all other pertinent facts), print the Alleged Violator's name, address and telephone number, and deliver or mail the letter to a Board member.
3. The Board member is then charged to investigate the complaint to determine whether the alleged violation is in fact a violation of the Declaration, Bylaws or Rules & Regulations. If there is no violation of any of the governing instruments, the Complainant should then be contacted by the Board member and informed of the findings.
4. If the Board member determines that there is a violation of the governing

instruments, the member is charged to send a letter by regular mail to the Alleged Violator to inform of the alleged violation and request that the alleged violation be immediately ceased, corrected or removed. The Board member, by verifying the violation, then takes the place of the Complainant for all future proceedings and thereby protects the identity of the original Complainant.

6. At the hearing to be held before the Board Meeting, the President shall convene the hearing, recognize the members present and state that the purpose of the hearing is to determine whether there has been a violation of the Association's governing instruments. The President shall then request that the Complainant (the Board member) summarize the facts concerning the alleged violations. The President will then have the pertinent section of the governing documents read which refer to the alleged violation. The Alleged Violator will then be given the opportunity to speak and explain the circumstances surrounding the alleged violation, and may also call witnesses or legal counsel to speak. After the presentation by the Alleged Violator, the Board members may ask the Alleged Violator questions. After the question period, the Alleged Violator will be asked if there are any final or closing remarks, which they may desire to make. After the closing remarks by the Alleged Violator, the President will adjourn the Hearing.
7. During the Board Meeting following the Hearing, the Board shall go into a closed session. At that time, the Board members shall review the alleged violation and make a determination as to what, if any, action is to be taken concerning the Alleged Violation. The actions to be taken by the Board may consist of forced removal of the alleged violation, suspension of recreational or other facility privileges in accordance with the governing instruments, or a charge of up to \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature.

## **ARTICLE ELEVEN**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration, but neither Declarant nor the Association shall be liable for damage of any kind to any person for failure either to abide by, enforce or carry out any of these restrictions. No delay or failure by any party to enforce any of these restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that party of the right to do so thereafter, or an estoppel of that party to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of these restrictions. In any action to enforce this declaration, the party seeking enforcement shall be entitled to recover all costs of enforcement, including attorney's fees, if such party substantially prevails in such action.

**Section 2. Severability.** Invalidation of any one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other provisions, while shall remain in full force and effect.



**Section 3. Amendments.** Covenants and restrictions of this declaration may be amended by a duly recorded instrument executed and acknowledged by not less than three-fourths of the Members of the Association, or at any time by the Declarant so long as it has an interest in the Development.

**Section 4. Subordination.** No breach of any of the conditions contained in this declaration or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the Development or any Lot in the Development; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**Section 5. Duration.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of twenty-five (25) years from the date of this declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least three-fourths of the Lots.

**Section 6. Governing Law.** This declaration shall be governed by, construed, and enforced in accordance with the laws of the state of Indiana.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PERRIN POINT SUBDIVISION INCORPORATED

By: \_\_\_\_\_  
President

STATE OF INDIANA  
COUNTY OF CLARK

Before me, the undersigned, a Notary Public in and for Clark County, State of Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2010, came \_\_\_\_\_, as member of Perrin Point Subdivision, Inc. and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions on behalf of said company.

**WITNESS MY HAND AND OFFICIAL SEAL:**

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name:  
Resident of \_\_\_\_\_ County, State of Indiana

My Commission Expires:  
\_\_\_\_\_