

FOR IMMEDIATE RELEASE
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**Home Lots Available for Purchase
in Newly Developed Forest Canton Heights Subdivision**
Perry County Redevelopment Commission Sets Lottery for August 23rd.

PERRY COUNTY, IN. (June 27, 2023) – Twenty-seven home lots will soon be available for purchase in the newly developed Forest Canton Heights Subdivision, located just north of Tell City at the junction of Highway 37 and Highway 237. Lots are generally sized from .20 acres to .33 acres and are priced at \$15,000 per lot. All lots will be equipped with access to electric, gas, water, wastewater, and high-speed fiber internet.

The development of the subdivision, which gets its name from the City of Tell City's Swiss heritage, is being led by the Perry County Redevelopment Commission (RDC). RDC President, Jon Scheer, has been involved in the project since the idea was first proposed in 2021. "Our goal is to address the need for additional single family-housing options in the area," Scheer said, "By creating an opportunity for development, we hope to help drive population growth and grow the county's workforce and tax base."

The RDC partnered with the Perry County Development Corporation (PCDC) to receive funding from the state's [READI](#) (Regional Economic Acceleration & Development Initiative) program as part of the [Indiana First region](#). "Increasing housing inventory is key to our regional plan and this project provided an excellent opportunity to collaborate with local leaders to strategically address a critical need," said PCDC President & CEO, Erin Emerson. The project received \$775,000 in READI funding and Emerson says it is anticipated to generate over \$5 million in private investment. Additional funding for the project was provided by Perry County ARP funds, City of Tell City ARP funds, and excess TIF funds.

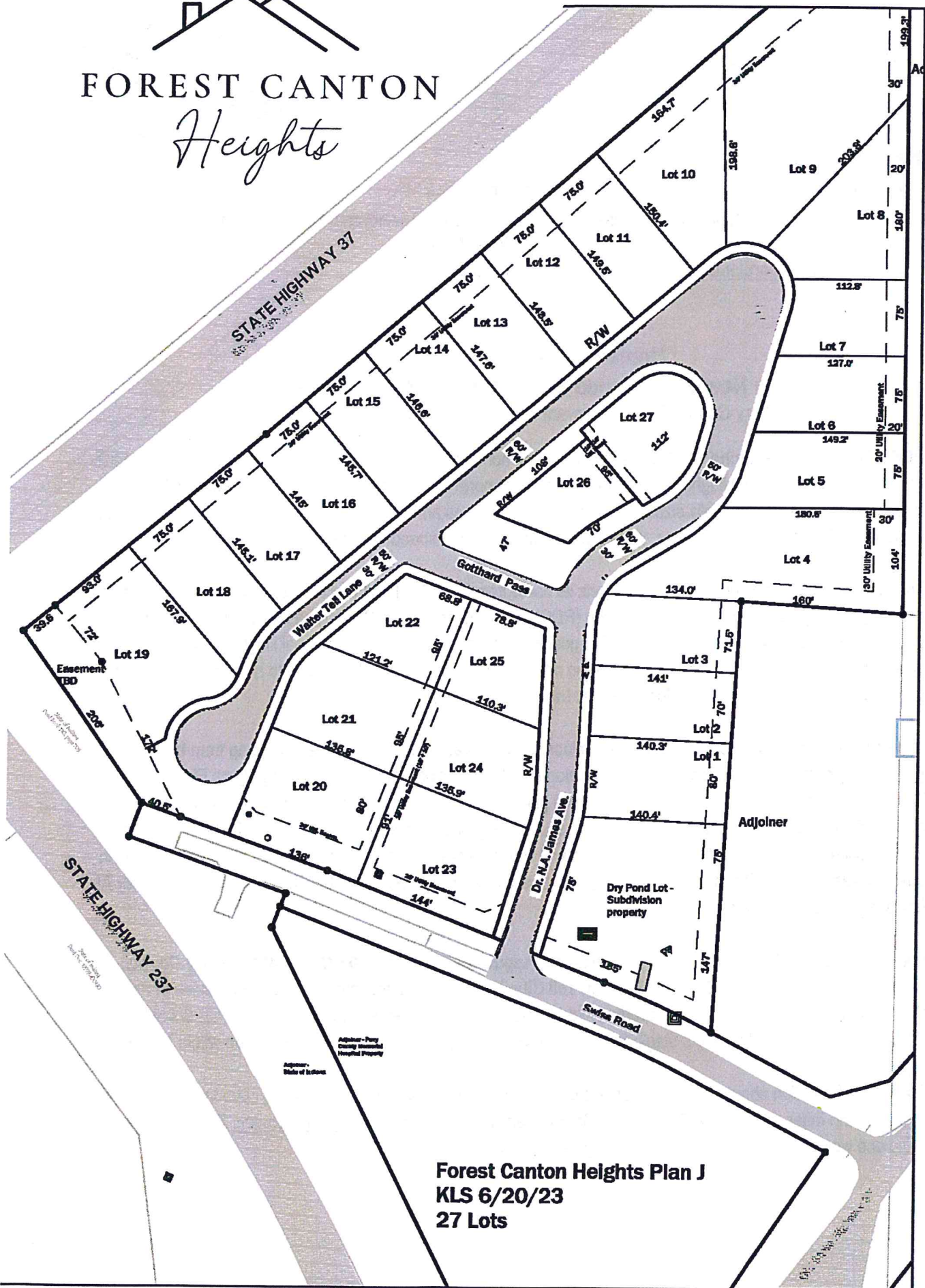
Lots will be sold via lottery selection on **Wednesday, August 23, 2023, at 6:30 PM CST at the Perry County Courthouse, located at 2219 Payne Street in Tell City**. Lottery participants are not required to reside in Perry County or Indiana and both private individuals and home builders have equal rights to purchase lots in the lottery. Purchasers must begin building a single-family home within one year and complete construction within 1.5 years.

For more information about the subdivision, including a site map, a complete list of building covenants, and details regarding the lottery process, visit the Forest Canton Heights [page](#) on www.perrycounty.in.gov. To learn more about living and working in Perry County, visit. www.pickperry.com.

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FOREST CANTON
Heights



PCRDC Home Building Site Lottery Guidelines

1. Lottery participants are NOT required to reside in Perry County or Indiana.
2. Private individuals and property builders have equal rights to purchase lots in the lottery.
3. All inspections of lots and property descriptions must be completed prior to the lottery.
4. Each lot will be sold for \$15,000.
5. A participant whose number is drawn and purchases a lot agrees to begin building a single-family home not later than 1 year after the lottery date and agrees to have the home completed not later than 1.5 years after the lottery date. Should the participant fail to comply with the above requirements, ownership of the lot will default to the PCRDC, and no portion of the purchase price of the lot will be returned to the purchaser.
6. Lottery participants or a designated representative must be physically present at the lottery.
7. Lottery participants will be issued one (1) number each, which establishes the opportunity to purchase one lot per round when the participant's number is drawn.
8. At the time of selection, successful lottery winners must either make full payment (\$15,000) for each lot purchased or submit 10% down (\$1500) with a letter of commitment from a financial institution or other funding source. If making a 10% down payment, the total payment will be due 30 days from the date of the lottery. Failure to make full payment in 30 days will result in forfeiture of the downpayment.
9. All payments will be made to the Perry County Redevelopment Commission.
10. At the conclusion of the lottery, purchasers may trade lots among themselves; however, no lottery winner may trade a lot for financial or other personal gain.
11. The lottery process will be broken down into rounds. Below is a description of the process:

Round 1

- Lottery numbers will be generated one at a time via a bingo cage or similar random number generator.
- The owner of a generated number will immediately select one available lot number to be purchased or may decline to purchase a lot. Once a lot number is selected for purchase, it may not be changed during the lottery process.
- Generated numbers will be placed aside and will not be drawn again during the current round.
- Numbers will continue to be generated until either all numbers are drawn, or all lots are purchased.
- If all numbers are drawn and lots still exist for purchase, Round 2 will begin.

Round 2

- All lottery participants who wish to purchase an additional lot will have their numbers returned to the number generator.
- Lottery participants will keep their originally designated numbers.
- New numbers will be generated using the procedures in Round 1 above.
- Should lots remain for purchase after Round 2, additional rounds will continue until all lots are purchased or until no willing buyer remains.

Forest Canton Heights Subdivision

Location: Highway 37 and Highway 237 Intersection

Property Use: Single-family Homes

The Perry County Redevelopment Commission is creating the Forest Canton Subdivision, which will consist of 27 lots for single-family homes. Each lot will be equipped with City of Tell City sewage, ANDTRO water, gas from Ohio Valley Gas, and telecommunication from PSC. All streets, curbs, and guttering will be installed to both city and county engineering specifications. All grading and water runoff has been engineered and completed to the State of Indiana specifications.

These lots, located at the intersection of Highway 37 and Highway 237, will be sold on Wednesday, August 23rd, at the Perry County Courthouse. A lottery selection will be used to allocate these lots and is described in detail in a latter section on this site. Each lot will be sold for \$15,000.00.

The Perry County Redevelopment Commission believes that this project will create more affordable housing and help with the economic growth for our county. The entrance to the property is located just off old Highway 237 across from the old Starlite Drive-In. While most of the grading work has been done, feel free to drive out to the property and see which lot(s) might be of interest to you.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOREST CANTON HEIGHTS

This Declaration of Covenants and Restrictions is made this _____ day of _____, 2022,
by the Perry County Redevelopment Commission (“Commission”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under or through them. Invalidation of any of the foregoing covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunctions and damages, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated and reserved to the several owners of the lots described in Exhibit "A" attached hereto and to their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the said Perry County Redevelopment Commission has hereunto set its hand and seal this _____ day of _____, 2022.

PERRY COUNTY REDEVELOPMENT COMMISSION

_____, President

ATTEST:

Pamela Goffinet, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF PERRY)

Before me, the undersigned, a Notary Public in and for said county and state, this _____ day of _____, 2022, came _____, President of the Perry County Redevelopment Commission and acknowledged the execution of the foregoing instrument.

Witness my hand and notary seal.

(Notary Public)
Residing in Perry County, Indiana

My Commission Expires:

_____.

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

/s/ Christopher M. Goffinet_____

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