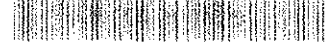


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NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented

Declaration of Covenants
Rio Subdivision
Adopted May 29th, 2013



WHEREAS the undersigned, Rio Homeowners Association, referred to as Declarants, are the owners of the following described real estate in Vigo County, the State of Indiana, more particularly described as follows

Phase 1:

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 13 North, Range 8 West, 2nd Principal Meridian, Otter Creek Civil Township, Vigo County, Indiana more particularly described as follows: Beginning at point on the South line of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20 550.00 feet South 89° 54' 32.7" West of the Southeast corner of the said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼); thence North 00° 17' 59.5" East a distance of 1326.98 feet along the North line to the Northeast corner of the said Southwest quarter (SW ¼) of the Northwest Quarter (NW ¼), thence South 00° 27' 29.0" West a distance of 989.24 feet along the East Line; thence South 89° 54' 32.7" West a distance of 398.11 feet; thence South 00° 27' 29.0" West a distance of 200.00 feet; thence South 89° 54' 32.7" West a distance of 152.28 feet; thence South 00° 27' 29.0" West a distance of 140.00 feet to the place of beginning 37.262 acres.

There is a granted tract for ingress and egress and buried utilities whose description is as follows: Beginning at a point 550.00 feet South 89° 54' 32.7" West and 115.00 feet North 00° 27' 29.0" East of the said Southeast corner of the said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of section 20; thence North 89° 54' 32.7" East a distance of 495 feet to the Northwest Right-of-Way of Dodd Road; thence North 34° 37' 27.0" East a distance of 60.67 feet along the said Northwest Right-of-Way line of Dodd Road; thence South 89° 54' 32.7" West a distance of 377.23 feet; thence South 00° 27' 29.0" West a distance of 25.00 feet; thence South 89° 54' 32.7" West a distance of 152.28 feet; thence South 00° 27' 29.0" West a distance 25.00 feet to the place of beginning. Containing 0.501 acre.

Hereafter specifically described on the Rio Subdivision, Plat described in Plat Book 28 on Page 14 of the Office of the Recorder of Vigo County, Indiana on the 14th day of January, 1994.

Phase 2

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20, Township 13 North, Range 8 West, 2nd Principal Meridian, Otter Creek Civil Township, Vigo County, Indiana more particularly described as follows: Beginning at a point on the East Boundary line of and Three Hundred Forty and no Hundredths (340.00) feet North of the Southeast (SE) corner of the said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 20; thence continuing North 00° 27' 29.0" East Nine Hundred Eighty-Nine and Twenty-Four Hundredths (989.24) feet to the Northeast (NE) corner of said Southwest quarter (SW ¼) of the Northwest quarter (NW ¼); thence South 89° 48' 50.8" West along the North boundary line of said Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) One Thousand Three Hundred Forty-One and Ninety-Eight Hundredths (13141.98) feet to the Northwest (NW) corner of said Southwest quarter (SW ¼) of the Northwest quarter (NW ¼); thence South 00° 17' 59.5" West along the West boundary line of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) Four Hundred Ninety-six and Ninety-Nine Hundredths (496.99) feet; thence North 89° 54' 32.7" East Six Hundred Forty and no hundredths (640.00) feet; thence South 00° 17' 59.5" West Four Hundred Ninety and no hundredths (490.00) feet; thence North 89° 54' 32.7" East Six Hundred Ninety-Nine and Twenty-Two Hundredths (699.22) feet to the place of beginning containing 23.211 acres.

Hereinafter specifically described on the Rio Subdivision Phase II, Plat reported in Plat Book 28 on Page 51 of the office of the Recorder of Vigo County, Indiana on the 6th day of July, 1994.

WHEREAS, it is the desire of the undersigned that Rio Subdivision, be subject to certain covenants, restrictions, and easements hereinafter described each and all of which is for the benefit of said property, and for each homeowner thereof, and share inure to the benefit of and pass with said property, and each and every parcel thereof

NOW THEREFORE, the Declarants herby adopt the following covenants, restrictions and easements for Rio Subdivision, hereinafter referred to as the Subdivision as follows:

- All lots in said Subdivision shall be known and designated as residential lots with no businesses allowed of any type except as provided herein.
- No other structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family dwelling, except one (1) out-building, which size shall not exceed ten (10') feet by twenty (20') feet and shall be one story with a maximum height of ten (10') feet. Residences that have more than one (1) outbuilding as of 5/18/2013, are permitted, however, any additional outbuildings established on a property after 5/18/2013 must be removed.
- All single family dwellings must be at least or exceed 1,000 sq. ft. of living space, and two story single-family homes must exceed 1,300 sq. ft. of living space. All residences are single-family dwellings, and must adhere to Vigo County standards in regards to the number of residents in each dwelling.
- All garages erected on the residential lots must be two car garages, attached to the dwelling.
- All driveways leading from the street driving surface to the garage located on any lot shall be constructed out of concrete, brick, or asphalt.
- All properties maintained in these covenants are intended to be single-family residences. No professional office, business, trade or commercial activity shall be conducted from any residence, except that from a home-office.
- No trailers, mobile homes, shack or temporary residences of any kind shall be erected, altered, placed, or permitted on any residential lot either temporarily or permanently. Properties shall be adequately maintained with lawn mowed.
- No lot or building shall by sale, transfer, re-subdivided, or other means be so reduced as to contain a lesser area than herein described, however, the owner of two contiguous lots may erect one residence thereon without regard to any restriction with respect to the side line of each of said lots which forms the boundary between said lots.
- No animals or poultry of any kind, other than those classified as house pets, shall be maintained, reared or harbored on any lot in this subdivision. Pets must be maintained in a fenced area or on a leash.
- No use shall ever be carried upon any lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

- One (1) boat/trailer/RV etc., may be maintained on each property, but must not be an eyesore
- The exterior of any structure once started is to be completed within a period not to exceed 12 months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of a lawn. During this period of construction the contractors and subcontractors shall keep the building site free of debris and litter.
- Each owner of a lot in the subdivision will be a member of the Rio Home Owner Association and shall be subject to the rules, regulations and assessments adopted and approved by the Rio Home Owners Association. Each residence shall have one vote in all decisions relative to the Association.
- A Rio Home Owners Association fee of two hundred fifty dollars \$250 will be paid to the Rio Home Owners Association Trust account at closing by the Buyer of any residence in the Subdivision. This one-time payment does not apply to the annual dues, and is to be used for the payment of the following:
 - Maintenance and repair of the Subdivision's street lights;
 - Maintenance and repair of the common areas and landscaping;
 - Maintenance and repair or replacement of entrance and other subdivision signs; and
- All residents shall pay annual dues, due June 1 of each calendar year. Payment plans may be arranged with the Treasurer of the Association board of directors. Delinquent accounts will be turned over to the attorney following 3 months of non-payment.
- These covenants are to run with the Land and shall be binding to all parties and all persons claiming under them until May _____, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the members of the Rio Homeowners Association.
- Invalidation of any one of these covenants or any part thereof by judgment of court order shall in no way effect any of the other provision which shall remain in full force and effect.

W. E. C.

not lot

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 29th day of May, 2013. Voted on and Adopted at the May 18th annual meeting of the Rio Homeowners.

[Signature] President
[Signature] Vice President
[Signature] Treasurer
[Signature] Secretary
[Signature] Board Member
[Signature] Board Member