

DECLARATION OF COVENANTS GOVERNING DOBBS GLEN

The undersigned, being the owners, platters, and subdividers of the plat of Dobbs Glen, Vigo County, Indiana, being desirous of subjecting said subdivision to the covenants and restrictions hereinafter described, each and all of which restrictions is and are for the benefit of said property, and each and every parcel thereof, and shall apply to and bind the owners thereof, their successors in interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed, subject to said following covenants, restrictions and easements.

The property which is hereby made and shall henceforth be subject to these protective covenants, easements and restrictions as herein set forth in a subdivision located in Lost Creek Township, Vigo County, Indiana, as shown by the recorded plat thereof in the records of the Recorder's Office of Vigo County, in Plat Book 28, Page 65, designated as the plat of Dobbs Glen, and more particularly described as follows, to-wit:

See attachment "A".

1. For the purposes of further insuring that the land so platted is developed as an area of high standards, the Committee or the Association (as both terms are hereinafter described), as the case may be, reserves the right (i) to control the design and placement of buildings, structures and other improvements placed on each lot, as well as (ii) to make, from time to time, such written exceptions to one or more of these reservations and covenants as the Committee or the Association, as the case may be, shall deem necessary and proper. However, any such exception or waiver shall not constitute an exception or waiver for any other lot, lots, parcel, or parcels within the Subdivision.

A Construction Control Committee shall be established and initially consist of Berthal O. Williams, Jr., and Monte C. Wenzel, or their appointed representative, and all privileges, powers, rights and authority shall be exercised by and vested in the Committee. As soon as the Committee deems appropriate, the Dobbs Glen Homeowners Association (the "Association") shall be established as an Indiana not-for-profit corporation. Every owner of lots in the subdivision shall be a voting member of the Association. An owner shall have one (1) vote in the Association for each building area owned. The Association shall have authority to levy dues and assessments necessary to pay common charges or for other activities the

- 500 - 21

Association deems appropriate. The Association shall thereafter appoint a Committee to be responsible for all such approvals as hereinafter described.

A "building area" may consist of one or more lots or parts of more than one lot, or one lot and parts of other lots. Any building area owned by the same person or persons and combined in use as a building site shall be considered as one lot.

An owner of a building area shall be a member of a homeowners association or not-for-profit corporation and shall be subject to association dues.

Whether or not the provisions, reservations and restrictive covenants are specifically stated in any conveyance of a lot or lots (or part(s) thereof) made by Dobbs Glen Development Corp., an Indiana corporation, or subsequent grantor, the purchaser/owner and/or occupant of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, pool, patio, fence, or other structure shall be placed upon such lot unless and until the plans and specifications therefor, and plot plat, have been approved in writing by the Committee or the Association, as the case may be. Each such building, wall, pool, patio, fence, or structure shall be placed on said lot(s) only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by the committee or the Association, as the case may be, shall be in the sole and complete discretion of the Committee or Association. No alteration of the exterior appearance of the buildings or structures shall be made without like approval. If the Committee or the Association, as the case may be, shall fail to approve or disapprove the plans and specifications and/or plot plans within thirty (30) days after written request therefor is delivered to the Committee or the Association, as the case may be, then such approval shall not be required, provided, however, that no building or other structure shall be erected which violates any of the other Reservations and Restrictive Covenants herein contained.

Lots 1 through 73 (inclusive) of the Subdivision shall be used only for single-family residence purposes. There shall not exist on any of such lots at any time more than one residence. No detached structures shall be permitted. No trailer, tent, shack, barn, temporary building, outbuilding or guest house shall be erected on any of said lots of the Subdivision. No garage of any kind, detached or undetached, shall be constructed except as an integral part of the residence it is intended to serve.

- 2. With regard to all other lots in the Subdivision, the purposes and uses of said lots shall be as determined from time to time by the Committee or the Association, as the case may be, and the Committee's or the Association's (as the case may be) determination in such regard may be evidenced by one or more future Addendum(s)/Amendment(s) hereto or as set forth in a deed or deeds conveying one or more such other lots.
- 3. No buildings or structures on any building area shall be used or operated, either wholly or partially, for commercial purposes or enterprises and all buildings shall be built, maintained and used exclusively for residential purposes.

No church, school, profession or trade activity of any kind shall be undertaken or maintained in said subdivision.

It is specifically declared that the construction, maintenance and operation of a recreational facility by Dobbs Glen or its designated representative will not constitute a violation of the prohibition against use of property in the subdivision for commercial purposes or enterprises.

It is also specifically declared that an office or the use of residential space by Dobbs Glen for an area for sales, rental or construction development maintenance relative to the function of the subdivision shall not constitute a violation of the prohibition against use of property in the subdivision for commercial purposes or enterprises.

- 4. Set back requirements shall comply with the Vigo County Area Planning Commission requirements.

Maintenance of the right-of-way from the curb bordering all streets within the Subdivision to the property line shall be the responsibility of the owner of the lot whose property line abuts said right-of-way and that responsibility shall include, but not be limited to, sidewalks, trees and grass. The lot owner shall also be responsible to maintain the grass and landscaping in all easements areas on the lot and shall not in any way interfere with the proper functioning of any easement. All drainage swales along common property lines installed to drain individual building areas shall be maintained and not disrupted by construction or other activities. The association, or the developer until the association is formed, shall maintain all common area grass and landscaping, the storm drainage system including commitments made to the Terre Haute Parks Department, if any, the street lights, the signs and any other items deemed appropriate by them.

- 5. No fence, wall, hedge, or other structure of any kind shall be erected except upon approval in writing as provided above.

6. No outside television or radio aerial, dish, satellite or antenna or other aerial, dish, satellite or antenna for reception or transmission shall be maintained upon any lot except upon written approval in writing as provided above.
7. No advertising sign or device shall be posted, erected, displayed or maintained on any part of the subdivision, except in the case of a sign placed on a lot or building site by a licensed real estate broker, or an owner selling such lot or building site. However, said sign shall not be larger than 6 square feet of area on any side.
8. No animals or poultry, except common house pets of any kind shall be maintained, reared, or harbored on the premises. No outside pens or houses shall be erected or maintained on the premises. No such pets shall be permitted to run loose so as to become an annoyance or nuisance to the subdivision.
9. No obnoxious, offensive, deleterious, or objectionable odors, sounds, light or activity of any kind shall be permitted to exist which could be an annoyance or nuisance to the neighborhood.
10. No trailer, mobile home, motor home, tent, shack, basement, garage, barn, out-building or temporary structure shall be used for temporary or permanent residential purposes in the subdivision and no boat, trailer, mobile home, motor home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except within a garage.
11. No swimming pool shall be constructed or placed above ground level on any lot.
12. Any structure once started is to be completed within a period not to exceed nine (9) 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 litter and debris.
13. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building areas in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building areas covered by these covenants.
14. Permanent exposed clothes poles and lines, garbage cans, trash barrels, burning barrels, or other above ground devises are prohibited.



15. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until August 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building areas covered by these covenants it is agreed to change said covenants in whole or in part.
16. If the parties hereto, or any of them, or their heirs, successors, assigns, or representatives, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, his representative or assigns, 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 so doing and to recover damages, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.
17. Invalidations of any one of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on behalf of Dobbs Glen Development Corp. this 27<sup>th</sup> day of July, 1994.

DOBBS GLEN DEVELOPMENT CORP.

By: Barbara Williams

President

ATTEST:

Patricia A Williams  
Vice-President

