



**DECLARATION OF COVENANTS GOVERNING
TERRE VISTA GLEN SUBDIVISION
1ST ADDITION PHASE 1 (“TERRE VISTA GLEN”)**

The undersigned, being the owners, platters, and subdividers (“Subdividers”) of the plat of Terre Vista Glen Subdivision 1st Addition Phase 1 (“Terre Vista 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 the Northwest Quarter (NW1/4) of Section 30, Township 12 North, Range 8 West, Vigo County, Indiana, as shown by the recorded plat thereof recorded on September 12, 2013, in the records in the Recorder’s Office of Vigo County, Indiana, as Instrument No2013012149 designated as the plat of Terre Vista Glen Subdivision 1st Addition Phase 1, and more particularly described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

Subdividers reserve the right to add additional real estate to the property made subject to these covenants.

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 (the “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 granted hereunder shall be exercised by and vested in the Committee. As soon as the Committee deems appropriate, the Terre Vista Glen Subdivision 1st Addition Phase 1 Homeowners Association (the “Association”) shall be established as an Indiana not-for-profit corporation. Each owner of a building area as hereafter defined in the subdivision shall be a voting member of the Association for each building area owned. Regardless of the number of owners of a building area, each building area shall be entitled to cast one vote on any action of the Association. The Association shall have authority to levy dues and assessments

necessary to pay for expenses of the Association related to utilities; maintenance, repairs, improvements of : landscaping, signs, storm drainage facilities, streets and roads, curbs, gutters, street lights or other such expenses related to common areas and facilities; snow removal; taxes; insurance; operating expenses and for such other activities the Association deems appropriate. Any unpaid dues, fees, assessments, and the Transfer Fee ("HOA Fees") shall become a lien on the interests of any building area for which such HOA Fees have not been paid in accord with I.C32-28-14. The Association shall thereafter appoint a committee to be responsible for all such approvals as herein described.

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

An owner(s) of a fee simple interest in a building area shall be a member of the Association and shall be subject to association dues to be assessed per building area.

Upon the sale, transfer of conveyance of a building area (except for sales to a builder for construction of a residence for sale to another), the purchaser shall pay to the Committee or the Association (if the Association has been formed), Five Hundred Dollars (\$500.00) for use by the Committee or the Association for subdivision purposes. ("Transfer Fee").

Whether or not the provisions, reservation 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 sixty (60) 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.

Terre Vista Glen Subdivision
c/o Coldwell Banker Troy Helman Agency
788 S. 3rd St.
Terre Haute, IN 47807

Lots 1 through 14 (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 unless approved by the Committee in its unfettered discretion as contributing to the Subdivision and being in harmony with the subdivision.

2. No buildings or structures on any building area shall be built, either wholly or partially, for commercial purposes or enterprises and all buildings shall be built, maintained and used exclusively for single family residence 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 recreational facility by Subdividers or its designated representative will not constitute a violation of the prohibition against use of property in the subdivision for commercial purposes of enterprises.

It is also specifically declared that an office or the use of residential space by Subdividers for an area for sales, rental, model home 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.

3. Setback requirements shall comply with the Vigo County Area Planning Commission requirements. Prior to the completion and occupancy of a residence each lot owner shall install a five (5.0) foot wide and not less than four (4) inch thick concrete sidewalk in the right of way bordering all streets within the subdivision where their property line abuts said right-of-way; and each owner shall connect their residence's gutter-downspouts to a subsurface storm water collector.


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 Subdividers 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.

4. No fence, wall, or other structure of any kind shall be erected except upon approval in writing as provided above by the Committee or the Association, as the case may be.
5. 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 in accord with the Federal Communications Commission Over-The-Air Reception Devices Rules where the placement of said device shall be controlled by The Committee or the Association, as the case may be.
6. 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 in a tree row or common area by the Subdividers or Association for informational purposes; or placed on a lot or building site by a licensed real estate broker, or an owner selling such lot or building site. However, said signs shall not be larger than 6 square feet of area on any side.
7. 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 kept outside of the owner's residence for more than four (4) hours per day nor permitted to run loose so as to become an annoyance or nuisance to the subdivision.
8. 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.
9. 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 garage.
10. No swimming pool shall be constructed or placed above ground level on any lot.
11. Any structure once started is to be completed within a period not to exceed one (1) year 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.
12. 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.

- 13. Permanent exposed clothes poles and lines, garbage cans, trash, barrels, burning barrels, or other above ground devices are prohibited.
- 14. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until February 28, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the unless the Committee or, if the Association has been established, 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. Regardless of the number of owners of any building area, each building area with a residence shall be entitled to cast one vote on any action of the Association.
- 15. 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.
- 16. 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 Corporation, this 25th day of February, 2016.

Dobbs Glen Development Corporation
[printed name of entity]

By: 
(Signature)
Berthal O. Williams Jr President
(Printed Name and Title)

ATTEST:



(Signature)
Monte C. Wenzel
(Printed Name) Vice President

EXHIBIT A

Terre Vista Glen Subdivision - 1st Addition Phase I - a 14 lot Subdivision in the NW 1/4 of Section 30-12-8

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Legal Description

Part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Twelve (12) North, Range Eight (8) West, 2nd P.M., Tenth North Zone degrees Twenty-one minutes Forty-four seconds West (N 02°11'44" W - Assumed Bearing) on the east line of the Northwest Quarter (NW 1/4), One Thousand Two Hundred Twenty-one and Fifteen hundredths (1221.15) feet to a 3/4" iron rod, thirty (30) inches in length, with a plastic cap labeled "J.R. Keller L.S. 80800000" hereafter referred to as a 3/4" iron rod) located at the point of beginning of this description. Thence South Seventy-five degrees forty-six minutes Fourteen seconds West (S 75°46'14" W), One Hundred Fifty-nine and Seventy hundredths (159.70) feet to a 3/4" iron rod; thence South Sixty-five degrees Fifty-seven minutes Twenty-eight seconds West (S 65°57'28" W), Fifty and Eighty hundredths (50.80) feet to a 3/4" iron rod; thence South Seventy-six degrees Twenty-eight minutes Forty-five seconds West (S 76°28'45" W), One Hundred Twenty and Fifty hundredths (120.05) feet to a 3/4" iron rod; thence North Seventeen degrees Zero minutes Six seconds West (N 17°00'06" W), Seventy and Four hundredths (70.40) feet to a 3/4" iron rod; thence North Twenty-six degrees Seventeen minutes Fifty-nine seconds West (N 26°17'59" W), Seventy and Thirty-one hundredths (70.31) feet to a 3/4" iron rod; thence North Thirty-five degrees Five minutes Twelve seconds West (N 35°05'12" W), One Hundred Fifty-three and Twenty hundredths (153.20) feet to a 3/4" iron rod; thence North Forty-one degrees Eight minutes Twenty-eight seconds West (N 41°08'28" W), Eighty-four and Seventy hundredths (84.70) feet to a 3/4" iron rod; thence North Forty-two degrees Two minutes Seventeen seconds West (N 42°02'17" W), Eighty-five and Fifty-one hundredths (85.51) feet to a 3/4" iron rod; thence North Fifty-four degrees Twenty-nine minutes Forty seconds East (N 54°29'40" E), One Hundred Forty-six and Eighty-one hundredths (146.81) feet to a 3/4" iron rod; thence South Thirty-five degrees Twenty-one minutes Forty-eight seconds East (S 35°21'48" E), Forty-one and Twenty-one hundredths (41.21) feet to a 3/4" iron pin with a plastic "Blade" cap; thence North Twenty-one degrees Sixty-one minutes Ten seconds East (N 21°51'10" E), Fifty-nine and Fifty-three hundredths (59.53) feet to the Southwest corner of Lot Four (4) in Terre Vista Glen Subdivision as shown on the recorded plat thereof as filed in Instrument 2007010714 of the records of the Office of Vigo County, Indiana; thence North Fifty-six degrees Twenty-four minutes Sixteen seconds East (N 56°24'16" E) on the South line of said lot Four (4), One Hundred Sixty-one and Eleven hundredths (161.11) feet to a 3/4" iron pin with a plastic "Blade" cap located at the Southwest corner of said lot Four (4); thence North Eighty-one degrees Six minutes Twenty-one seconds East (N 80°06'21" E), Two Hundred Seventy-one and Thirty-three hundredths (271.33) feet to a 1/2" iron pipe located on the West line of Terre Vista Glen Subdivision, as shown

on the recorded plat thereof filed in Plat Book 23, Page 63 in the records of the Office of the Recorder of Vigo County, Indiana; thence South Zero degrees Twenty-one minutes Forty-four seconds West (S 02°11'44" W) on the East line of the Northwest Quarter (NW 1/4) of said section, Four Hundred Fifty-one and Twenty-six hundredths (451.26) feet, more or less, to the point of beginning. Containing 5.24 acres, more or less.

Subject to any grass, easements, leases, rights-of-way, covenants, or restrictions of record which might affect the title to the subject real estate.

Declaration
In accordance with IC 36-3-7-1, I, the undersigned, office holder position of notary, do hereby certify that the following statements are true:

- 1) I have examined this document for the purpose of identifying, to the extent permitted by law, existing all record Security Document;
- 2) I have reviewed, to the extent permitted by law, each record Security Document in this document.

J.R. Keller
John Keller L.S. 80800000



Prepared For: Terre Vista Glen Development, Inc.
4301 South Sixth Street
Terre Haute, IN 47602

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