

DECLARATION OF MASTER PROTECTIVE RESTRICTIONS OF PINE TREE HILLS

The undersigned Planned Unit Development, North of Town Development Corporation, an Indiana corporation, (hereinafter "Declarant") as owners of the real estate described in Exhibits "A - D" (hereinafter the Plats) which are attached hereto and made a part hereof by reference, hereby declare that the development as shown on the exhibits shall consist of not more than 68 lots (including the two lots shown on Exhibit D as an "Exception") and that any such lot shall not be less than 9500 square feet. The undersigned further declares that all of the Real Estate shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein; which easements, covenants, conditions and restrictions are for the purpose of protecting the value and desirability of said Real Estate, and which shall run with said Real Estate and be binding upon all parties having any right, title or interest in or to said Real Estate or any part thereof, their heirs, Successors, and assigns, and which shall inure to the benefit of each owner thereof:

1. These covenants, conditions, restrictions and easements shall run with the real estate described in Plats.
2. All phases of Pine Tree Hills as provided herein shall bear the designation "Pine Tree Hills, Phases I-X"
3. The Real Estate shall be subdivided into Lots as shown on the Plat of "Pine Tree Hills," recorded in the Office of the Recorder of Brown County, Indiana, and each additional Phase (I-X) shall also be filed in the Office of the Recorder of Brown County, Indiana, and all Lots, Common Areas, or other designations on any such plat shall be subject to these covenants, conditions, easements and restrictions.
4. It is understood by the undersigned that the limitations on the number and sizes of the lots shall be further limited by the purchase of three lots, described on its deed by metes and bounds, but also known as Lots 63, 64, 65 on Exhibit D, (hereinafter the "Combined Lots") which have been sold as one lot, but which may be subdivided, by the purchaser, into their original description as reflected on Exhibit D until such time as the area has been platted and annexed into the records of Pine Tree Hills in the Recorder's Office of Brown County. As it is in the intent of developers to limit the number of lots to 68, then in the event such Combine Lot is subdivided, the number of such subdivided lots shall reduce the maximum number of lots, which may be sold by the undersigned.
5. Easements for the installation and maintenance or utilities and drainage facilities are reserved as shown on the recorded plat. No building or structure shall be built or maintained on the easements. Owners of the Lots in Pine Tree Hills shall take title subject to the rights of the public utilities. In addition to the easements shown on the plat, there is reserved a blanket easement for the installation and maintenance of utilities and drainage facilities over and along all Common Areas.
6. An easement to the Pine Tree Hills Homeowners Association, Inc., their agents, employees, successors or assigns covering all the Real Estate within Pine Tree Hills, said easement being for the purpose of maintenance, repair and replacement of the Real Estate and improvements thereon pursuant to the Articles of Incorporation, By-Laws, rules and regulations of the Pine Tree Hills Homeowners Association, Inc. This easement shall be restricted to exercise by the Pine Tree Hills Homeowners Association, Inc., their agents, employees, successors between the hours of 8:00 a.m. and 5:00 p.m., on any weekday, excluding holidays as recognized by The Government of the United States to be formal holidays; however, in the event of an emergency this easement may be exercised at any time.
7. The streets as shown on the recorded plat, as far as they have not already been so dedicated, are hereby dedicated to the public.
8. The Real Estate within Pine Tree Hills, is also subject to the following conditions:
 - A. All Grantees shall, as of the date they acquire title, become members of the Pine Tree Hills Homeowners Association, Inc.
 - B. The Grantees, their heirs, Executors, administrators, successors and assigns, shall be subject to all the provisions of the Articles of Incorporation and By-Laws of Pine Tree Hills Homeowners Association, Inc., including all amendments and exhibits, and shall also be subject to all the rules and regulations adopted by the Pine Tree Hills Homeowners Association, Inc. All of the provisions of the Articles of Incorporation and By-Laws of the Pine Tree Hills Homeowners Association, Inc., and any covenant, condition, easement or

restriction contained therein shall be and are hereby incorporated herein by reference and made a part of these restrictions. The Articles and By-Laws of the Pine Tree Hills Homeowners Association, Inc., including all amendments and exhibits thereto, shall be recorded in the Miscellaneous records in the Office of the Recorder of Brown County, Indiana.

- C. The Grantees, their heirs, executors, administrators, successors and assigns, shall pay all assessments properly levied by the Pine Tree Hills Homeowners Association, Inc., against the Lots within Pine Tree Hills, and such assessments shall be a lien upon any Lot or Lots against which they are assessed and such lien, may be enforceable in any manner provided for at law or in equity.
- D. Upon the failure of the Grantees, their heirs, executors, administrators, successors or assigns, to pay any of the assessments or to otherwise abide by the provisions of the Articles of Incorporation, By-Laws, rules or regulations of Pine Tree Hills Homeowners Association, Inc., or the conditions or restrictions in this Plat, Pine Tree Hills Homeowners Association, Inc., or the individual owners of real property within Pine Tree Hills. Phase One, shall be entitled to enforce payment of assessments and the compliance with the conditions and restrictions by any proceeding at law or equity, including placement of a lien against the property of the Grantees, their heirs, administrators, successors or assigns. In the exercise of these powers, Pine Tree Hills Homeowners Association, Inc., and the owners shall act pursuant to laws of the State of Indiana and to the provisions of the Articles of Incorporation, By-Laws, rules and regulations of Pine Tree Hills Homeowners Association, Inc.

9. The use and occupancy shall be restricted to the following covenants and restrictions:

A. General

- 1. Each lot shall be used for single-family residence for which the property was designed and for no other purpose. No structure of a temporary or permanent character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any lot or Common Area at any time.
- 2. Each homeowner shall be obligated to maintain, keep in good order and repair his home.
- 3. Nothing shall be done or maintained in any home or upon any Common Area that would be in violation of any law. Further, no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- 4. Homeowners may lease their home. All such leases shall be in writing. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
- 5. Only such business, occupations or professions as permitted by the rules and regulations of the Nashville Zoning ordinance and/or the State of Indiana and which may be conducted within the residence, shall be allowed in Pine Tree Hills.
- 6. All original and future landscaping of the Lots and Common Areas shall be submitted for approval by the Architectural Control Committee and the Pine Tree Hills Homeowners Association, Inc. Board of Directors. Landscaping includes but is not limited to ground cover, shrubs, trees and walls.
- 7. The Association shall maintain the lawns of Lot/Home owners and Lots/Common Areas of Pine Tree Hills. No lot/home owner shall in any way take any action to interfere with or prevent the reasonable and necessary acts of the Association, its employees or contractors from performing such maintenance.
- 8. No burning of any trash and no unreasonable, unsightly or offensive smelling accumulation or storage of

litter, new or used building materials, garbage or trash of any other kind shall be permitted. Trash and Garbage containers shall not be permitted to remain in public view, except that garbage in sealed disposable bags may be placed at pick-up points on scheduled pick-up days.

9. Only such advertising and other displays as permitted herein shall be allowed on the property. "For sale" signs shall be allowed on the property by Lot/Home owners. The right is reserved by the Declarant or its agents to place and maintain on the Real Estate model units, sales offices, management offices, advertising signs and lighting in connection therewith at such locations and in such forms as shall be determined by the Declarant or its agents. The Declarant or its agents and prospective purchasers and lessees of any lot/home from the Declarant are hereby granted the right of ingress, egress and transient parking in and through the Common Areas for such sale or leasing purposes. The Declarant further reserves the right to use unsold Lots/homes and Common Areas for temporary storage, office, sales and related purposes to this development. The foregoing rights of the Declarant shall terminate upon the closing of the sale of the last lot.
10. No animals of any kind shall be raised, bred, or kept in any home or in the common Areas except that dogs and cats or other usual household pets may be kept in homes, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and shall be carried or kept on leashes if outside of the home; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. The Board may restrict pets from access to any portions of the Common Areas, and may designate other portions of the Common Areas to accommodate the reasonable requirements of homeowners who keep pets.
11. All Owners must observe and abide by all parking and traffic regulations as adopted by the Board or local authorities.
12. All vehicles must have current license plates, be in operating condition and have permanent off-street parking spaces in garages or on driveways. No boat, trailer, truck in excess of $\frac{3}{4}$ ton, camper or recreational vehicle shall be parked overnight on the streets or driveways, without approval of the Board.
13. Motor vehicles may not be parked to interfere with access streets, driveways, or other areas designated for the passage of motor vehicles. There will be no parking on the dedicated streets except when a lot owner has a social function where the invited guests will not be able to park on the owner's lot. The provision to allow parking for social functions only applies to automobiles and not to any other type of vehicle. Each lot owner expressly agrees that if he shall illegally park or abandon any vehicle, he will indemnify and hold the Board, Association and Declarant harmless for any and all damages or losses that may occur.
14. No off-road vehicles, snowmobiles, dirt bikes, all-terrain vehicles or similar devices that produce loud noises shall be operated on the property. Motorcycles are permitted ingress and egress from the Pine Tree Hills property.
15. No yard or garage sales shall be permitted without the specific approval of the Association Board of Directors.
16. No hunting, shooting of guns, trapping or killing of animals or birds of any kind shall occur on the property.

B. Common Areas

1. All areas upon the Plat of Pine Tree Hills, which are designated as "Common Area" shall be held by the Pine Tree Hills Homeowners Association, Inc., for the common use and enjoyment of all owners of Lots in Pine Tree Hills, upon the annexation and development of each phase. The Pine Tree Hills Homeowners Association Inc., shall maintain all Common Areas and improvements thereon and may assess all owners of Lots in any Phase of Pine Tree Hills for the expense thereof in the same manner as provided in the

Articles of Incorporation, By-laws, and Rules and Regulations of Pine Tree Hills Homeowners Association Inc., for other expenses.

2. Lot/home owners shall comply with all regulations pertaining to the use of the Common Areas adopted by the Association.
3. Areas are designated on the Plat as Common Areas. No timber, foliage, or natural growth shall be cut, removed or destroyed in said Common Area, and no lawn, plantings, or structure of any kind shall be established or placed in said Common Area without having first obtained written consent from the Architectural Control Committee of the Pine Tree Hills Homeowners Association, Inc.
4. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas (except in areas designed for such purpose) without the prior consent of the Board or except as hereinafter expressly provided.
5. No lot owner shall permit anything to be done or kept in the Common Areas which will result in the cancellation of insurance on the Common Areas, or contents thereof, or which would be in violation of any law. No waste or damage shall be committed in the Common Areas.
6. Any damage to the equipment, facilities or grounds of the Common Areas caused by a lot owner, his family, guests or pets shall be repaired at the expense of the lot owner.
7. All athletic and/or recreational fixtures and structures shall be limited to the Common Areas with the specific approval of the Board of Directors.
8. No buses, trucks, boats, trailers or commercial vehicles shall be parked in the Common Areas.

C. Residential homes

1. No structure shall be erected, placed or altered on any building area in said Subdivision until the plans, specifications, exterior colors, landscaping plan, plot plan and drainage plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards with respect to the topography of the ground and finished ground elevation, by the Architectural Control Committee of the Pine Tree Hills Homeowners Association, Inc. Landscaping and drainage plans may be submitted for approval at a later date if necessary. If the Architectural Control Committee shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.
2. A drainage plan is required to be submitted to the Architectural Control Committee to show the proposed method of drainage to ensure that drainage from the lot will not in any way adversely affect adjacent property owners, rights-of-way, easements, streets, or common property.
3. Neither the Architectural Control Committee of the Pine Tree Hills Association, Inc., nor any member thereof, nor any agent thereof, shall be responsible in any way, for any defects in any plans, specifications, or any work done according thereto. Further, the Architectural Control Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
4. All the Real Estate within Pine Tree Hills shall at all times, including periods of construction, be maintained giving consideration to the appearance of the Real Estate and the safety of persons on the Real Estate or adjacent thereto.
5. During the construction period, the lot shall be maintained in a clean orderly manner. Loose shingles,

lumber, bricks, block, drywall, insulation or other building materials shall not be scattered about or around the building. Materials, which can blow into adjacent Lots, shall not be left lying around. Construction trash shall be removed from the lot once per week by either removing the trash from the lot or disposing the trash into a dumpster provided by a trash disposal service. There should be no on-lot burning during the construction period.

6. The lot owner or builder shall be responsible for the removal of dirt, mud, debris, or other foreign materials of any kind, which may be deposited upon the street easement from construction on the lot.
7. Portable toilets will be permitted only during a period of construction.
8. Homeowner shall be responsible for the removal of any trees on his/her Lot that die within a two-year period from the time construction is complete and the home is occupied.
9. The exterior of any structure once started is to be completed within a period not to exceed nine (9) months from the date of commencement of construction unless an extension is granted by the ACC. This provision is 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. Failure to do so will constitute a breach of this Declaration and homeowner and contractor will be subject to forfeiture of Bond and/or a lien will be placed on the property.
10. Front, rear and side lot setbacks for homes and retaining walls must be approved in writing. No building shall be located on any Lot nearer than fifteen (15) feet to the front lot line. Side yard setbacks shall be approved by the Architectural Control Committee of Pine Tree Hills Homeowners Association, Inc. and no building shall be erected closer than ten (10) feet from the side Lot line and the rear Lot line unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design.
11. All homes must have at least 1500 sq. ft. of air-conditioned living space for a one story, 1000 sq. ft. of air-conditioned living space per floor for a two-story, and 1200 sq. ft. of air-conditioned living space on the main floor and 600 sq. ft. of air-conditioned living space on the second floor of a 1 1/2 story.
12. No outbuildings shall be permitted on any lot. It is the intent of this restriction to prohibit outbuildings such as storage sheds, storage barns and similar such structures, including swimming pools.
13. All homes must have at least a two car attached garage.
14. All homes and garages shall have exterior wood siding or ACC approved manufactured siding with Brown or Green County stone as a highlight, if desired. All garage doors shall be flat and grained, and stained or painted the same color as the home. Log exteriors may be approved, if the log is a flat log of maximum "16" inches with no more than "4" inches of chinking or a round log no less than 8" in diameter. If a round log with grooves is used, the corners must be a dovetail corner. Log design subject to ACC approval.
15. All homes shall include trim colors on window and door trim, fascia boards, etc. All stain or paint colors must be approved prior to construction.
16. All roof shingles shall be uniform in that they must be of the same color and type.
17. All walks shall be constructed of wood or concrete. All driveways shall be asphalt. Retaining walls may be constructed of ACC approved landscaping stones.
18. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Architectural Control Committee. Property owners must maintain these swales as sodded grass ways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such

water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or any other structures have been approved by the Architectural Control Committee.

19. Any incinerator for the burning of domestic refuse must be located on the inside of the garage or residence.

20. Visible fences are not permitted. Only buried fences are acceptable.

21. No exterior lights shall be installed above the eaves and any lights installed shall be no greater than 150 watts. All exterior lighting shall be directed down and not open in all directions.

22. Without consent of the Board, satellite disks "24" in diameter or less shall be permitted.

23. No mailboxes and mailbox structures shall be erected unless specifically approved by the Architectural Control Committee of Pine Tree Hills Homeowners Association, Inc. Mailboxes, if approved, must be uniform for all homes with same height, color and composition.

10. All lot owners shall comply with all the covenants and restrictions hereinabove set forth and with any other covenants and restrictions which the Pine Tree Hills Homeowners Association, in its discretion, may hereinafter adopt. (See # 14)

11. North O'Town Partnership, or their successors and assigns who are or shall be the owners of the Real Estate described in Exhibit "B" (attached hereto and made a part hereof by this reference) may annex all or any portion of the Real Estate described in Exhibit "B" as additional Phases of Pine Tree Hills upon recordation of a Plat of any additional Phase or Phases by making reference in any Plat or Plats of any Phase or Phases to this document. Upon recording any such plat in the office of the Recorder of Brown County, Indiana, containing such reference, all Phases shall be considered as one for all purposes under these covenants, conditions, easements, and restrictions, including being subject to any lien for assessments as provided herein. Declarant shall not be permitted to annex any additional Real Estate not described in Exhibit "B" to the terms of this document without the prior written consent of the Pine Tree Hills Homeowners Association Inc., or its successor. The Real Estate described in Exhibit "B" shall not be deemed for any purpose to be part of any common plan or scheme of development which would in any way subject said Real Estate to all or any part of the terms of this document without annexation of such real estate as provided herein, nor shall the terms of this document be deemed to apply to the Real Estate described in Exhibit "B" by implication, judicial construction, or otherwise.

12. If the parties hereto or any owner, or their heirs, or assigns, shall violate or attempt to violate, any of the covenants, restrictions, provisions, or conditions herein, it shall be lawful for the Pine Tree Hills Homeowners Association, Inc, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision, or condition, either to prevent him from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. The prevailing parties shall have the right to recover legal expenses, including reasonable attorney's fees.

13. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order in no way affects any of the other provisions which remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

14. The foregoing conditions and restrictions shall be covenants running with the land and may be enforced by the Declarant, grantees, their heirs, executors, administrators, successors and assigns, and the Brown County area Plan Commission. They shall extend for period of ten (10) years from the 23rd day of November 1994, and shall extend to and inure to the benefit of and be binding upon Grantor and Grantees and their respective heirs, executors, administrators, successors and assigns. At that time, and at the close of each succeeding ten-year period, unless before the close of the then current period two-thirds (2/3) of the current owners of Real Estate in Pine Tree Hills vote to amend it, said vote to be taken in accordance with the Articles and By-laws of the Pine Tree Hills Homeowners Association, Inc.

SIGNED AND SEALED this 4th day of May, 2000.

PINE TREE HILLS HOMEOWNERS ASSOCIATION

By Kim Cornelius

Name printed Kim Cornelius

Title President

ATTEST:

[Signature]

Name printed DARIO J. DRAGSNOVA

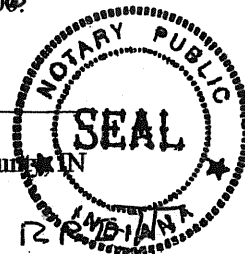
Title Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF BROWN)

Before me, a Notary Public in and for said County and State, personally appeared Pine Tree Homeowners Association, by [Signature] and [Signature], and acknowledged execution of the foregoing instrument to be its voluntary act and deed this 4 day of May, 2000.

Ruth E. Jarrett

Notary Public
Residing in BROWN County IN



MY COMMISSION EXPIRES:
April 9th, 2008

Ruth E. JARRETT