

RESTRICTIONS AND PROTECTIVE COVENANTS
FOR FOREST HILL SUBDIVISION

Forest Hill, LLC, (the "Developer") being the owner and developer of the property known as Forest Hill Subdivision ("Forest Hill") in Clark County, Indiana, of which the Plat is in the office of the recorder of Clark County, Indiana, does hereby impose the following restrictions and protective covenants upon all real property comprising Forest Hill for the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot/parcel within Forest Hill.

1. Primary Use Restrictions

All lots in Forest Hill Subdivision shall be used only for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two and one-half (2 ½) stories in height and containing a private garage for the sole use of the owner and occupants of the lots.

2. Approval of Construction and Landscape Plans.

No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing the following items have been approved previously in writing by the Developer:

- (a) the location of improvements on the lot;
- (b) the building elevation (including rear, front and side elevations);
- (c) the type of exterior material;
- (d) the location and size of the driveway (which shall be rocked before construction commences) and finished with concrete at completion;
- (e) the grade elevation of the foundation.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its prior written approval, which plan shall show trees, shrubs and other plantings, and shall require sod in the front and side yards. Removal of trees and plantings after the submission of the landscape plan shall be prohibited unless and until prior written approval is obtained from the Developer.

References to “Developer” in these Restrictions and Protective Covenants shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to “structure” in these Restrictions and Protective Covenants shall include any building (including a garage, fence, wall or other improvement).

“Developer” is hereby granted the right, but not the obligation, to approve or reject all plans and specifications for the erection and /or alteration of improvements on all lots in Forest Hill in accordance with these Restrictions and Protective Covenants.

Unless the same shall already exist in the front yard of the building lot, one (1) maple tree with a minimum trunk diameter of two (2) inches and eight (8) feet in height shall be planted in the front yard on each building lot, in addition to any and all trees in the landscaping plan.

3. Building Materials; Roof; Builder.

A. The exterior building material of all structures shall be either brick/brick veneer, stone/stone veneer, stucco (dryvit) or combination of the same. When brick and/or stone is utilized as the final finished exterior building material(s), it shall extend to a minimum of three (3) inches above ground level of the final/finished grade. When any other approved exterior material is utilized as the final finished exterior building material(s), it shall extend to a minimum of nine (9) inches above ground level of the final finished grade. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

B. The roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.

C. The general contractor constructing the residential structure shall be subject to prior written approval of the Developer. , and said Developer decision shall be based upon number of years in the construction business and must the number of residential structures built. Developer makes this requirement to maintain high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

4. Setbacks and Developmental Standards.

No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines or any other developmental standards contained herein, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the development of the subdivision shall be from the date that these Restrictions and Protective Covenants are executed by the Developers to the date of the sale of the last remaining lot in each section of Forest Hill, to any person, firm or corporation other than the Developers.

While the purpose of the setback line is to establish the closest distance a residential structure may be erected in relation to the right-of-way, it is also established as a line to determine the placement of the residential structures, and the same may be varied by the Developer in order to maintain conformity of residential structure locations.

5. Minimum Floor Areas.

Each residence shall have the minimum number of square feet of living area, excluding basements, garages, decks, porches and similar spaces, as follows:

- A. Single story: 1,300 square feet
- B. Multi-story: 1,600 square feet (650 feet minimum ground floor)
- C. Interior corner lots may vary, as well as lot #30, #31 and #32 at the Developer's discretion.

6. Style of Home.

- A. All houses to be constructed within the subdivision shall be one story ranches or conventional two story houses, unless otherwise approved by the Developer in accordance with Section 1 hereof.
- B. No underground homes or log cabins will be allowed.
- C. No mobile homes or pre-manufactured homes will be allowed to be placed on any lot.

7. Completion Time Requirements for Construction.

- A. Once construction has commenced on a lot within the subdivision, all structures (including driveways, landscaping, seeding and sodding) shall be completed within nine (9) months.
- B. After the completion of a residence, the lot owner shall grade and seed or sod the lot within three (3) months, even if the residence is not yet occupied.
- C. After the completion of a residence, the lot owner (*including builders building spec homes*) shall furnish landscaping and have the driveway paved, (concrete) within three (3) months.

D. Upon an owners failure to comply with the provisions of this Section 7, Developer, any Lot owner or any person or association to whom it may assign the right, may take action, as may be necessary, to force owner to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including, but not limited to, reasonable attorneys' fees.

8. Garages, Swimming Pools and Driveways.

A. All lots shall have at least a two (2) car attached unless otherwise approved in writing by Developer. Lot #30, #31 and #32 is excluded from this restriction.

B. No detached garages shall be constructed on any lot, unless it is attached by a breezeway or covered walkway, and is properly approved under Section 2 hereof.

C. Any swimming pools must be fully in-ground and shall be to the rear of the lot and screened from the street and have appropriate fencing as required by local and/or state laws, and properly approved by the Developer in accordance with Section 2 hereof.

D. No carports shall be constructed upon any lot.

E. Driveways shall be poured concrete or concrete pavers double width.

F. Prior to the start of construction on any dwelling, the contractor and/or owner will be required to install a gravel driveway so that it can be used during construction as a temporary construction entrance. The amount of gravel to be used by the contractor and/or owner shall be sufficient quantity to keep dirt and mud from leaving the confines of the subdivision lot onto the streets.

G. During construction erosion control silt fence will remain in place until sod or seed and straw is placed.

9. Fences, Walls, Solar Units, Clotheslines, Satellite Dishes, and Mailboxes.

A. No fence, wall, hedge or sidewall of any nature shall be built or erected in Forest Hill without the prior written consent and/or approval of the Developer, which approval would specify material used and the location of same. The Developer or its assigns shall have full and final say concerning construction and/or erection of exterior fences or walls. Any variance of or to the requirements contained in this Section 8 must be approved in writing by the Developer prior to installation. Any fences subject to submission for approval must be have the appearance of wrought iron. No fence of any kind or nature shall be allowed on any lot in the area of the lot beginning at a point at the rear of the house or adjacent thereto to the front lot line. No fence taller than six (6) feet in height will be permitted. However, certain exterior lots may benefit from a privacy fence or a linked vinyl covered fence and the Developers reserves the right to approve such fences at their discretion.

B. All sports equipment (basketball goals, play sets, etc....) shall be placed in such a manner to be permanent, neat, to the rear of the structure as possible, and within the spirit of the subdivision.

C. Satellite dishes shall not be larger than 24" at their largest diameter and must be located at the rear of the house.

D. No clotheslines of any form shall be constructed, whether temporarily or permanently on any lot.

E. No solar unit shall be installed on any lot or structure.

F. Statues, trellis, or other such landscaping accessories shall be non-offensive and are subject to removal at the request of the Developer or the Association.

G. Antennas of any kind shall not be placed on any structure (the interior of the attic is acceptable) on any lot.

H. Seasonal decorations are permitted but are to be removed in a timely manner.

I. No mailboxes or paper holders shall be placed on any lot unless its design and placement are approved in writing by the developer or their assigns. All mailboxes and mailbox posts are to be of the same style (to be determined by the developer).

10. Gardens.

A. Vegetable gardens for private use shall be permitted only in the rear lot of a dwelling and in no event shall be greater than two hundred (200) square feet.

11. Underground Utility Service, Sewage Responsibility and Fuel Tanks.

A. Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.

B. All tanks used for any purpose, be it heating of a single-family dwelling or in-ground pools, must be buried.

C. Each home in Forest Hill, will be required to connect to the sanitary sewer system and pay all associated fees required by the governing body. No lot shall have a private sewage system (i.e. septic tank or other system).

D. Unless provided for otherwise in the sewage agreement between the Developer and the sewage service provider, the Home Owners' Association shall be responsible for the repair, maintenance, improvement and replacement of the sewage disposal system installed within Forest Hill Subdivision. Each lot owner shall be also responsible for payment of a sewage tap in fee and monthly charges for providing the service to each lot, and such tap-in fees and service fees shall be subject to change.

E. No individual water system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of local and state public health officials.

12. Drainage.

Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision, and no Owner may alter the drainage of any lot in the subdivision, which affects the general drainage plans of the Developer.

The Home Owners' Association shall be responsible for the repair, maintenance, improvement and replacement of the drainage and stormwater system installed within Forest Hill Subdivision., with the exception of any part or portion thereof which may lie and be situated within the right-of-way of any public street, and said Association shall be further responsible for the maintenance, repair and restoration of grade of any natural drain, drainage channel, drainage easement, swale or other surface drainage structure shown upon the plat of Forest Hill Subdivision or otherwise existing at the time of the recording thereof.

13. Easements for Utilities, Sewers and Drainage; Conservancy Easements.

All property in this subdivision shall be conveyed subject to the easements shown or noted on the recorded plat. The easements created on the plat grant certain rights over and across the real estate of an owner and may include, but not be limited to:

A. The right of ingress and egress over all lots to and from the easements for construction, operation, and maintenance of said facilities over and under said land which is subject to said easements.

B. The right to cut down or trim any trees within the easement.

C. The right of any utility company or agency using said easement to remove permanent obstacles within the easement.

14. Nuisances.

No noxious or offensive activities shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

15. Use of Other Structures and Vehicles.

A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developers, which shall be removed when construction or development is completed.

B. No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

C. No unlicensed or inoperable trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot any time unless housed in a garage or basement for a period in excess of forty eight (48) hours. No inoperable or junk automobiles shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, except automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours. Trucks belonging to residents and parked in the development shall not be greater than one (1) ton.

D. No vehicle or trailer shall be continuously or habitually parked on any street or public right-of-way, except during periods of construction.

16. Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted on any lot in Forest Hill, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph 1, a new house may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within forty-eight (48) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right. Additionally, such private professional business, as may be approved by the Clark County Board of Zoning Appeals may be allowed, provided the same is conducted within the residence, and shall in no way have outside exposure such as signage, equipment, vehicles and/or supplies.

17. Signs.

With respect to Forest Hill, no sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided however, Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lot designating the lot number of the lots, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of the lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation.

18. Duty to Maintain Lot.

Before the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass at a level not to exceed six (6) inches in height. From and after the date construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass on the lot properly cut and trimmed, at a level not to exceed six (6) inches in height, and also, to keep the lot free and clear from all weeds and trash, (other than normal useable building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer for all costs incurred in taking such action. Failure to make such reimbursement shall entitle the Developer to bring an enforcement action, and the non-reimbursing owner shall be responsible for all costs of such action, including, but not limited to, reasonable attorneys' fees.

19. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers to be picked up regularly by an approved service provider. Except for weekly pickups, such containers must be stored in the garage.

20. Erosion Control.

Prior to the construction of single-family residence on each individual lot, it shall be the responsibility of the Developer, or his assigns, to maintain erosion control on each lot to prevent erosion slide into any road or curb improvements. After the transfer of ownership from Developer to resident or builder, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to do so, then Developer (or any person, firm, corporation, or association to which it may assign the right) may take such actions as it deems appropriate, and immediately, upon demand, reimburse Developer or other performing parties for all expenses incurred in so doing.

21. Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the rear lot occupied by the owner of such pets.

22. Restrictions Run With Land.

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land comprising Forest Hill and shall be binding on all parties claiming under them for a period of Thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in Forest Hill has been recorded, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

23. Plan of Development of Forest Hill.

Forest Hill is a planned development of residential structures, and such residential lots are subject to this declaration as it pertains to common areas reflected on the plat ("Common Area"). It is intended the common areas of all sections are to be mutually shared by the Owners. Each owner in all sections share the use of Common Areas; and such owners shall be assessed for common expenses in the same manner as all the owners in Forest Hill.

24. Homeowners Association.

A. Membership and voting rights

1. Every owner of a lot/parcel in Forest Hill shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot/parcel in Forest Hill.

2. The Association shall have two classes of voting membership: Class A.
and Class B.

Class A. Class A members shall be all owners, excepting the developer or builder and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if all such members are not in agreement, the vote of such lot which is questioned shall not be counted.

Class B. Class B members shall be the Developer and the Class B member shall be entitled to fifty-two (52) votes for each lot owned. A Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (a) the total votes outstanding in the Class A membership of all sections of Forest Hill equals the total votes outstanding in the Class B membership; (b) upon the election of the Class B members; or (c) ten years from the date of the recording of these restrictions.

B. Creation of the lien and personal obligations of the assessments.

1. The owner of any lot within the Subdivision, excepting a Builder with an unoccupied spec home, by acceptance of a Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed to covenant and agrees to pay to the homeowners' association an annual assessment or charge which is initially in the sum of one hundred fifty dollars and no/100 Dollars (\$150.00) per lot beginning with the initial conveyance of the lot from the Developer, and a pro-rata amount being due at closing based upon a calendar year and being paid in advance. All installments thereafter shall be due June 1 in a like manner on June 1 of each year. The annual assessment, together with interest, cost, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made.

Each assessment together with interest, cost, and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot.

2. The purpose of the assessments levied by the homeowners' association shall be exclusively to promote the recreation, health, safety, and welfare of the residents of the development and for the improvements and maintenance of the Common Areas, any taxes or assessments imposed upon the common grounds and Homeowners Associations insurance premiums. The assessments shall also include any and all costs for the Common Areas including, but not limited to, utilities, lease and/or purchase payments, landscape maintenance as well as storm water structures .

3. The homeowners' association, (previously referred to as the "Association) by vote of the majority of the members of said homeowners' association, may increase the annual assessment.

4. Effect of nonpayment of assessments: remedies of the Association: any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common area or abandonment of such lot.

5. Subordination of the liens and mortgages. The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

6. Exempt property. All properties dedicated to and accepted by a local public authority, the common area, shown on the Plat or dedicated herein and all properties owned by the developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

7. Notice and quorum for any action. Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to vote shall be fifty Percent (50%) of all votes of each class of membership and the same shall constitute a quorum. If the required quorum is not present at the first meeting, another meeting may be called subject to the same notice requirement. A required quorum at the second meeting shall be one-half ($\frac{1}{2}$) of the original required quorum, or twenty-five (25%) of those entitled to vote, at the second meeting. If a required quorum is not met by the second meeting after proper notice has been given, then, in that event, the Developer may take such action as is necessary to transfer and assign its interest to the homeowners' association. No subsequent meeting shall be held more than (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action, excepting the third meeting as described herein.

8. Directors and incorporation: The homeowners' association is an unincorporated entity and has not been incorporated. The homeowners association pursuant to the regulations as set forth herein may take by proper vote the action to incorporate the homeowners association or they may decide to stay as an unincorporated entity. They may also take the action of appointing a Board of Managers to act on behalf of the homeowners association, and to set forth by-laws to guide the homeowners association and/or its Director.

9. Owners easements and rights of enjoyment: Every owner shall have the right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provision:

The right of the Association to dedicate or transfer any or all party of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds ($\frac{2}{3}$) of each class of members and recorded.

25. Invalidation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Obligation to Construct or Reconvey.

Each lot owner shall within twelve (12) months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according to paragraph two (2), upon each lot conveyed; provided, that should said construction not commence within the specified period of time, if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions then the Developer may elect to repurchase any and all lots on which construction has not commenced for 90% of the agreed purchase price of said lot or lots hereunder, in which event said lot or lots to the Developer by warranty deed. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.

27. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.

The Developer, its successors and assigns, reserves the right to alter or amend these restrictions and protective covenants during the development period of each residential section of Forest Hill. For purposes of each section, the development period shall be from the date that these restrictions and protective covenants are executed and recorded in the Office of the Recorder of Clark County, Indiana, to the date of the recording of a deed to the first lot in each respective section of Forest Hill to any person, firm or corporation other than the Developer.

28. Enforcement

Enforcement of these restrictions shall be proceeding of law or in equity, brought by any owner of residential real property in Forest Hill, by the homeowners association formed under paragraph 24 or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

29. Waiver of Remonstrance

By acceptance of a deed, or other means of transfer, to any residential lot, lots or parcel of real estate in Forest Hill, each owner waives all rights, both present and future, to remonstrate to any future development by Developer of any additions to the subdivision or neighboring subdivisions.

30. Future Development

Developer reserves the future right to add additional sections to Forest Hill, and such additional sections or other developments which may be adjacent or contiguous to Forest Hill, shall, in the sole discretion of the Developer, be entitled, upon payment of their pro rata share, to use of the common areas and/or recreational facilities of Forest Hill.

IN WITNESS WHEREOF, FOREST HILL, LLC.. by its duly authorized members, has subscribed its name this 12th day of December, 2007.

FOREST HILL, LLC.

By: *Stephen K. Hines*

STATE OF INDIANA :
SS:
COUNTY OF Floyd:

Before me, a Notary Public, in and for said County and State, personally appeared FOREST HILL, LLC. by its duly authorized member(s), and acknowledge the execution of the foregoing Restrictions as their free and voluntary act and deed for the uses and purposes expressed therein.

WITNESS my hand and seal, this 12th Day of Decemebr, 2007.

Denise Boone
Notary Public
Denise Boone
Printed Signature

My commission Expires: 05/17/08

THIS INSTRUMENT PREPARED BY:
Jason A. Lopp, Attorney
YOUNG, LIND, ENDRES & KRAFT
126 W. Spring Street
New Albany, IN 47150

Filed Clark County Recorder
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C2 Date 12/20/2007 Time 13:21:05