

EXHIBIT "B"
RESTRICTIVE COVENANTS FOR PLEASANT HILL FARMS
An Uplatted Tract of Land in Hamblen Township, Brown County, Indiana

In order to afford adequate protection to all present and future owners of said real estate, I hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of Tracts 1-5, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

- 1) Land Use and Building Type: No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than a single-family dwelling. All dwellings shall be carpenter built, preferably with native materials. No mobile and/or modular homes shall be permitted.

The lake area to be designated as the "North Lake" shall be maintained by the owners of the above described Tracts 3, 4 and 5, and each owner and guest as hereinafter provided shall have free use of the entire "North Lake" for recreational purposes. Access to the "North Lake" for Tract 3, if needed, shall be provided from the dam located on Tract 4. Tracts 4 and 5 are lakefront lots and therefore no easement for access shall be provided upon any other tract.

The owners of said Tracts 1-5, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of either the north or south lake as provided, for herein, subject to the rights of Declarant and subsequent purchasers of the "Remaining Tract, as further set out herein. However, such use and enjoyment may not interfere with the drainage system of the tracts of which the lake is a part. The owners of said tracts shall have the obligation to maintain the drainage scheme as it relates to the lake area and the lake structures per approved plans and specifications with the Brown County Drainage Board and the Brown County Health Department.

Until such time as Tracts 1-5 are sold, it shall be the responsibility of the Declarant, his successors and assigns, for the maintenance, repair and upkeep of both lakes. To this end, such owner shall distribute to each tract purchaser reasonable rules and regulations concerning use of the lake.

Upon conveyance of Tracts 1-5 the owners shall form an association responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lakes.

Assessments for maintenance shall be a lien upon the properties owned by members of the association subordinate only to the lien of a first mortgage, which lien can be enforced by any owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.

No owner shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper lake management.

Any owner subject to these Lake Covenants, and the Brown County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

- 2) Dwelling Quality and Size: The living area of the main structure, exclusive of garage and open porches, shall be not less than 1,200 square feet.
- 3) Lot Area and Width: Dwellings may be erected on each tract as surveyed. Tracts 1-5 may not be further subdivided.

- 4) Nuisances: No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any tract purchased shall be maintained and not left to create an eyesore.
- 5) Temporary and Other Structures: No structure of temporary character, trailer, mobile home, basement, tent, shack, detached garage, barn or other outbuilding shall be placed on any tract anytime as a residence either temporarily or permanently.
- 6) Livestock: No livestock of any kind or nature shall be permitted on any Tract containing less than six (6) acres. (Tracts 1-5). Livestock permitted on tracts containing six (6) or more acres shall not be permitted access to any lake area.
- 7) Water Supply: Individual water supply systems shall not be permitted on any tract unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Board of Health and the County Board of Health. Approval of such system as installed shall be obtained from such authorities.
- 8) Sewage Disposal: Individual sewage disposal systems shall be designed, located and constructed in accordance with the requirements of, and approval by, all relevant State and Local Health Authorities.
- 9) Homeowner's Association: Owners, occupants, lessees or tenants of the above described Tracts 1-5 shall hold membership in the Homeowner's Association or its successor organization or associations and take their titles subject to the rules, by-laws, covenants, provisions and restrictions promulgated and adopted by such association, and the use and occupancy of such tracts and lands shall be subject to such association or organization in authority.
- 10) Covenants for Co-Owners of Lake Area: The lake area to be designated as the "South Lake" shall be maintained by the owners of the above described Tracts 1, 2, and 3, and each owner and guest as hereinafter provided shall have free use of the entire "South Lake" for recreational purposes. Access to the "South Lake" for Tract 1 shall be provided from the dam located on Tract 2. Tracts 2 and 3 are lakefront lots and therefore no easement for access shall be provided upon any other tract.
- 11) Development of "Remaining Tract" and Grant of Lake Rights and Responsibilities for Maintenance to Grantees of "Remaining Tract": Declarant is the owner of the real estate described and referred to herein as the "Remaining Tract". Declarant reserves the right to use both lakes in a reasonable manner not inconsistent with the above covenants so long as declarant owns any interest in any part of the "Remaining Tract". In the event declarant conveys any part or all of the "Remaining Tract" said conveyance may carry with it the right to use either lake, or both lakes, as provided for herein and may include said grantee in the Homeowners Association created herein. If given lake access, said grantee shall become a part of the homeowner's association immediately and receive lake rights upon a conveyance to him or her of any part of the "Remaining Tract" but only if the deed so provides. If the deed so provides, said Grantee shall enter the homeowner's association and assume his or her proportionate share of liabilities and benefits as if said new member had always been a member.
- 12) Effective Date and Amendment Restrictions: This Declaration shall be effective upon the conveyance of any real estate described herein and may only be amended by the unanimous consent of all owners of the real estate described herein.