

RESTRICTIONS FOR ESTATES OF PINE GROVE:

The Lot is declared to be a residential Lot and shall not be used except for private single-family residential purposes.

The residential structure shall have its front entrance facing the street Lot line (for Lots 1-8 that shall mean Pine Grove Road and for Lots 9 and 10 that shall mean Pine Grove Road Extension).

No trade or business may be conducted in or from the Lot.

The ground floor livable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages, shall contain not less than 2,500 square feet in the case of a one (1) story building or structure; or not less than 2,800 total square feet in the case of a 2 story or 2 and 1/2 story residence. For the purpose of this paragraph, a basement floor or other area beneath the ground surface and/or an attic, whether heated and cooled or not, shall not be included in computing the designated minimum square footage.

No building, structure or residence located on the Lot shall be erected, altered, remodeled, constructed or added to so as to be located any nearer than 30 feet of the lines of the Lot.

The Lot shall not be split, divided or subdivided or the boundary lines of the Lot changed.

Parking on the Lot shall be restricted to private automobiles and passenger vans. No repairs (except in an emergency) or restorations of any motor vehicle or other vehicle shall occur upon any portion of the Lot, except in an enclosed area with the doors to that area closed at all times.

No animals, livestock or other poultry of any kind shall be raised, bred, harbored or kept on any portion of the Lot except to the rear of the residence located on the Lot. Notwithstanding the foregoing, no hogs or swine shall be permitted on the Lot.

No temporary building, trailer, tent, shack, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence or temporary housing or the like on the Lot. No mobile home or manufactured home shall be placed on the Lot. No residential vehicle shall be used as a residence on the Lot.

No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on the Lot above the surface of the ground.

No solar energy collector panels or attendant hardware or energy conservation equipment shall be constructed or installed on the Lot unless it is an integral and harmonious part of the architectural design of a structure. Under no circumstances shall solar panels be installed that will be visible from any adjacent Lot.

All swimming pool equipment and housing must be placed in walled-in or screened areas or landscaped area so that *they* are not visible from any road or adjoining Lots.

No above ground pools shall be erected, constructed or installed on the Lot except above ground spas or

Jacuzzis. Any in-ground pool to be constructed on the Lot shall use material thoroughly tested and accepted by the industry for such construction.

No lumber, metals or bulk materials (except lumber, metals and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that said material cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored or allowed to accumulate on the Lot except building materials during the course of construction of any approved structure. No harmful or noxious materials shall be stored, either inside any structure, or outside any structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open only on the public street on any day a pick-up is to be made.

No fence, wall or hedge shall be over six (6) feet in height, nor shall any such fence, wall or hedge be located in front of the front building line of the residence located on the Lot. The front building line shall mean the building line facing any public road or right-of-way.

No obnoxious, offensive or illegal activities shall be carried on upon the Lot nor shall anything be done on the Lot which may be or may become an annoyance or nuisance to the adjoining properties. The discharge of firearms within the Lot is prohibited.

These covenants and restrictions shall be subject to amendment only upon the written approval of 70% of the Lot owners, with each Lot owner receiving one vote.

These covenants and restrictions of this Declaration shall run with and bind the Lot, and shall inure to the benefit of and shall be enforceable by the Grantors of the Lot, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date the Deed conveying the Lot is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Grantors, their respective legal representatives, heirs, successors and assigns, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

In the event of a violation or breach of any of these covenants and restrictions, the Grantors, their heirs, successors and assigns shall have the right to proceed at law or in equity to compel compliance with the terms and conditions of these covenants and restrictions to prevent the violation or breach of these covenants and restrictions, to sue for and recover damages or take all such courses of action at the same time, or such other legal remedy it may deem appropriate.

Damages shall not be deemed adequate compensation for any violation of these covenants and restrictions, but any person or entity entitled to enforce these covenants and restrictions shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party who succeeds in enforcing these covenants and restrictions enjoining any violation against an Owner may be awarded a reasonable attorney's fee against such Owner.