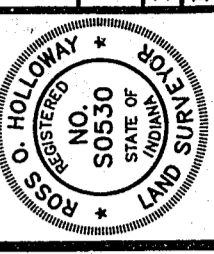


HIGH COUNTRY

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 35, TOWNSHIP 13 NORTH, RANGE 1 WEST, MORGAN COUNTY, INDIANA.

HIGH COUNTRY
HOLLOWAY and ASSOCIATES, P.C.
MOORESVILLE, IN 46166
DATE: OCT. 26, 1998
REVISED:
FILE NO.: 088422
SHEET 2 OF 2



DESCRIPTION OF 3.707 ACRES PARCEL NUMBER 1

Part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the southeast corner of the above captioned Southwest Quarter of the Northeast Quarter (for reference, the stone which marks the northeast corner of said quarter-quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 39 degrees 55 minutes 18 seconds West, 327.66 feet to an iron survey nail in the county road; thence South 53 degrees 14 minutes 43 seconds West, 414.55 feet to an iron pin on the south line of the Southeast Quarter of the Northeast Quarter; thence South 22 degrees 02 minutes 37 seconds East, into the Northeast Quarter of the Southeast Quarter, 351.24 feet to a point in a lake; thence North 83 degrees 34 minutes 23 seconds East, 71.88 feet to an iron pin; thence North 50 degrees 56 minutes 32 seconds East, 446.25 feet to an iron pin on the east line of the quarter-quarter; thence North 48 degrees 05 minutes 42 seconds East, with said east line, 9.41 feet to the Point of Beginning.

Containing 3.707 acres, more or less, and subject to the right-of-way for the county road on the northeasterly side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 2.285 ACRES PARCEL NUMBER 2

Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the southeast corner of the above captioned Southwest Quarter of the Northeast Quarter (for reference, the stone which marks the northeast corner of said quarter-quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 39 degrees 55 minutes 18 seconds West, 327.66 feet to an iron survey nail in the county road and the POINT OF BEGINNING of the parcel herein described; thence South 53 degrees 14 minutes 43 seconds West, 414.55 feet to an iron pin on the south line of the quarter-quarter; thence North 09 degrees 48 minutes 09 seconds West, 171.03 feet to a point in a lake; thence North 08 degrees 06 minutes 51 seconds East, 384.88 feet to an iron survey nail in the county road; thence in said county road for the following two (2) courses: 1) South 47 degrees 03 minutes 53 seconds East, 210.88 feet to an iron survey nail; 2) South 08 degrees 08 minutes 34 seconds East, 212.58 feet to the Point of Beginning.

Containing 2.285 acres, more or less, and subject to the right-of-way for the county road on the northeasterly side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.549 ACRES PARCEL NUMBER 3

Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the southeast corner of the above captioned Southwest Quarter of the Northeast Quarter (for reference, the stone which marks the northeast corner of said quarter-quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 39 degrees 55 minutes 18 seconds West, 327.66 feet to an iron survey nail in the county road; thence in said county road for the following two (2) courses: 1) North 44 degrees 08 minutes 34 seconds West, 219.58 feet to an iron survey nail; 2) North 47 degrees 03 minutes 53 seconds East, 210.88 feet to an iron survey nail and the POINT OF BEGINNING of the parcel herein described; thence continuing in said county road, North 47 degrees 03 minutes 53 seconds West, 250.07 feet to an iron survey nail; thence South no degrees 33 minutes 02 seconds West, 417.31 feet to an iron pin; thence South 44 degrees 45 minutes 03 seconds East, 358.88 feet to the Point of Beginning.

Containing 1.549 acres, more or less, and subject to the right-of-way for the county road on the south side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.549 ACRES PARCEL NUMBER 4

Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the southeast corner of the above captioned Southwest Quarter of the Northeast Quarter (for reference, the stone which marks the northeast corner of said quarter-quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 39 degrees 55 minutes 18 seconds West, 327.66 feet to an iron survey nail in the county road; thence in said county road for the following two (2) courses: 1) North 44 degrees 08 minutes 34 seconds West, 219.58 feet to an iron survey nail; 2) North 47 degrees 03 minutes 53 seconds East, 210.88 feet to an iron survey nail and the POINT OF BEGINNING of the parcel herein described; thence continuing in said county road, North 47 degrees 03 minutes 53 seconds West, 250.07 feet to an iron survey nail; thence South no degrees 33 minutes 02 seconds West, 417.31 feet to an iron pin; thence South 44 degrees 45 minutes 03 seconds East, 358.88 feet to the Point of Beginning.

Containing 1.549 acres, more or less, and subject to the right-of-way for the county road on the south side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.614 ACRES PARCEL NUMBER 5

Part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the southeast corner of the above captioned Southwest Quarter of the Northeast Quarter (for reference, the stone which marks the northeast corner of said quarter-quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 39 degrees 55 minutes 18 seconds West, 327.66 feet to an iron survey nail in the county road; thence South 53 degrees 14 minutes 43 seconds West, 414.55 feet to an iron pin on the south line of the Southeast Quarter of the Northeast Quarter and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 171.03 feet to a point in a lake; thence North 44 degrees 45 minutes 03 seconds East, 199.82 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, into the Northwest Quarter of the Southeast Quarter, 560.67 feet to an iron pin; thence North 16 degrees 16 minutes 16 seconds East, 355.87 feet to a point in a lake; thence North 22 degrees 02 minutes 37 seconds West, 64.72 feet to the Point of Beginning.

Containing 1.614 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.799 ACRES PARCEL NUMBER 6

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 313.14 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 161.64 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 182.42 feet to an iron pin; thence North 83 degrees 34 minutes 23 seconds East, 316.18 feet to a point in a lake; thence North 22 degrees 02 minutes 37 seconds West, in said lake, 135.53 feet; thence South 74 degrees 46 minutes 31 seconds West, 427.35 feet to the Point of Beginning.

Containing 1.799 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.799 ACRES PARCEL NUMBER 7

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 313.14 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 161.64 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 182.42 feet to an iron pin; thence North 83 degrees 34 minutes 23 seconds East, 316.18 feet to a point in a lake; thence North 22 degrees 02 minutes 37 seconds West, in said lake, 135.53 feet; thence South 74 degrees 46 minutes 31 seconds West, 427.35 feet to the Point of Beginning.

Containing 1.799 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.000 ACRES PARCEL NUMBER 8

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

Containing 1.000 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 2.157 ACRES PARCEL NUMBER 9

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

Containing 2.157 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.000 ACRES PARCEL NUMBER 10

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

Containing 1.000 acres, more or less, and subject to the right-of-way for the county road on the south side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF 1.010 ACRES PARCEL NUMBER 11

Part of the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

Containing 1.010 acres, more or less, and subject to the right-of-way for the county road on the south side of the parcel, and to any other rights-of-way, easements or restrictions of record or observable.

DESCRIPTION OF THIRTY-FOUR (34) FOOT WIDE ACCESS AND UTILITY EASEMENT NUMBER ONE (1)

An access and utility easement, thirty-four (34) feet in width, severen (7) feet each side of centerline, lying in the Northwest Quarter of the Southeast Quarter of Section 05, Township 13 North, Range 1 West, Morgan County, Indiana, described as follows:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

The sides of the easement shall be lengthened or shortened to intersect the west line of the parcel described in Deed Record 192 page 536.

DESCRIPTION OF FIFTY (50) FOOT WIDE ACCESS AND UTILITY EASEMENT NUMBER TWO (2)

An access and utility easement, fifty (50) feet in width, lying in the Northwest Quarter of the Southeast Quarter of Section 35, Township 13 North, Range 1 West, Morgan County, Indiana, said easement lying along and east of the following described line:
Beginning at a stone which marks the northeast corner of the above captioned Northwest Quarter of the Southeast Quarter (for reference, the stone which marks the southeast corner of the Southwest Quarter of the Northeast Quarter is North no degrees 08 minutes 52 seconds East (assumed bearing), 1316.77 feet; thence North 89 degrees 41 minutes 06 seconds West, with the north line of the quarter-quarter, 871.79 feet to an iron pin; thence South no degrees 33 minutes 02 seconds West, 474.78 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing South, no degrees 33 minutes 02 seconds West, 237.56 feet to an iron pin; thence North 87 degrees 54 minutes 13 seconds East, 184.70 feet to an iron pin; thence North no degrees 33 minutes 02 seconds West, 182.42 feet to the Point of Beginning.

The sides of the easement shall be lengthened or shortened to intersect the south line of a 2.843 acre parcel.

HIGH COUNTRY COVENANTS AND RESTRICTIONS

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their successors and assigns, of parcels in HIGH COUNTRY. All owners shall take title subject to and be bound by the following:

- Building Plan Review.** All plans for the construction of residential dwelling houses, accessory buildings and all other structures shall be reviewed and approved by the developer in order to promote harmony of design and compatibility with existing structures. Only Developer approved builders are allowed to construct dwellings in this subdivision. The developer also shall approve any technical variations or exceptions to the minimum construction requirements. The developer shall approve soil and erosion control guidelines which must be adhered to by the lot owners, their builders, contractors and subcontractors. After all parcels are sold, an Architectural Control Committee shall be formed to serve to review and approve all such plans. The committee shall consist of three (3) resident owners, which shall be elected annually by all lot owners.
- Architectural Design.** All buildings, walls, fences and all other structures are subject to the approval of the developer/Architectural Control Committee. No building, wall, fence or other structure shall be constructed, erected, altered or removed without the approval of the developer/Architectural Control Committee. All specifications have been submitted to the developer/Architectural Control Committee which will approve or disapprove the submissions to conform with the exterior design, quality and aesthetic appearance of structure already existing and for conformity with the developer's requirements. Floor area, external construction, destruction of trees and other vegetation and any other such matter as may affect the environment or ecology of the subdivision. In the event the developer/committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, then such plans and specifications will be considered approved.
- Land Use.** All parcels herein are for residential use only, limited to one single family dwelling per lot.
- Water.** All parcel owners in HIGH COUNTRY must connect to Morgan County Rural Water supply lines.
- Building Location.** No building shall be located on any lot nearer to the front lot line, or any lot line, than the boundaries of a street or road, than thirty (30) feet, or nearer to the side and rear lot line than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building. However, this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
- Dwelling size.** No dwelling shall exceed three (3) stories in height. An attached private garage for not less than two (2) cars must be included. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one-thousand three-hundred (1300) square feet for a one-story dwelling nor less than one-thousand, twenty-two (1022) square feet for a dwelling of more than one-story.
- Construction requirements.**
 - Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
 - If the roof is a hip type then a minimum of 5/12 pitch shall be used. If the roof is to be a gable type then a minimum of 6/12 pitch shall be used.
 - Exterior of all dwellings including soffits, fascia and gable treatments and colors shall be subject to the approval of the developer/Architectural Control Committee. No modular or mobile homes will be permitted. All dwellings must be built on a crawl space, basement or concrete pad construction.
 - After construction, all lots shall be graded and landscaped. The grading shall be to provide drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, or for the first six (6) feet outside the perimeter of the foundation.
 - All driveways plans shall be approved by the developer. Driveways must be maintained in good repair by the parcel owners.
 - All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
 - All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all rubbish and debris within the lot and properly disposed of or removed. Owner and their builder/contractors shall register and obtain from the developer/Architectural Control Committee a copy of High Country plat and these covenants and restrictions.
 - All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not caused by the owner or unavoidable, including but not limited to streets, drainage area, utilities or other improvements.
 - All owners shall be fully responsible for providing proper erosion control on their parcel. In the event proper erosion control is not maintained, the parcel owner shall be responsible for any and all damages incurred by the Developers, other parcel owners and the Home Owners Association. The Developer and the Architectural Control Committee shall have the right to notify the lot owner of specific erosion problems and to assess damages from this. The lot owner is responsible for the acts of any builder, contractor or subcontractor doing work on the owner lot. Standards for erosion control shall be set by the developer/Architectural Control Committee.
 - All lot owners, for the good of the community, will maintain their lots in good condition to the edge of the roadway.
- Utility Easements.** Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities reasonably and conveniently required, such as lines, ducts, gas or water mains and sewer mains and lateral, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the owner.
- Drainage Easements.** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall be restricted. Maintenance is the responsibility of the lot owner.
- Resources.** No mining, drilling or excavation of any oil, gas, liquid, aggregate mineral or soil shall be permitted, except as incidental to the site preparation and construction authorized by these covenants and restrictions.
- Vehicle Parking.** No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles shall be parked on any road, street, private driveway, or lot. Operating and licensed vehicles of the kind and nature described above may be parked on a lot provided it is screened in such a way that it is not visible to the occupants of the adjacent lots. No vehicle of any kind shall be parked on the street except for a reasonable length of time. The developer/Architectural Control Committee shall determine what is a reasonable length of time.
- Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boat, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.
- Vacant Parcel Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation to grow in excess of twelve (12) inches in height. Unsold lots shall be mowed and maintained. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
- Business Use.** No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.
- Auto Mechanics.** Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
- Nuisance.** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

RECEIVED FOR RECORD
November 12 2001
9:18A
Vickie Kivett
MORGAN COUNTY RECORDER

17. Storage Tanks. No bulk storage tanks of any kind will be allowed unless screened and approved by the Developer.

18. Utility/Storage Buildings. All utility or storage buildings shall be approved by the Developer. No covered structure of any type shall be permitted within forty (40) feet of any lake or pond.

19. Fences. No fence shall be erected until approval is obtained from the developer/Architectural Control Committee as to type, location and height. No fence shall be erected closer than the front of the dwelling structure except for open wood fences of a decorative type provided such fence has been approved by the developer/Architectural Control Committee. All fences shall be maintained in good repair.

20. Animals. Lot owners shall not keep, breed or raise any animal for commercial purposes. The Developer shall determine any exceptions to a maximum of three (3) household pets permitted. No lot owner shall be allowed to keep, breed or raise livestock, hogs or poultry.

21. Pools. Above ground and in ground type pools shall be subject to Developer's approval.

22. Mailboxes. The developer/Architectural Control Committee, in conjunction with the U.S. Postal Office shall specify type of and location of all mailboxes.

23. Private Road Maintenance. The roadway which serves the parcels shown hereon to be maintained as an all weather street, including drainage, by the owners of the parcels in the subdivision on a share and share alike basis (except for Parcel One, Two, Three and Four, which front on a county roadway and are excluded from responsibility of the maintenance of said roadway, and shall not have a vote in the determination of maintenance matters. The owners shall vote annually, on the first Tuesday of April of each year or any other agreed date, on the type and total dollar amount of maintenance to be performed and the amount of assessment to be paid for each lot owned, a simple majority vote shall be required. The developer shall be responsible for street maintenance expenses, cost of notification of any required meetings. The individual who is to collect the monies shall be bonded in an amount equal to balance of funds on hand at the date of the meeting, but in no case less than five-thousand dollars (\$5000). Cost of the bond shall be paid out of the street assessments as an associated expense. Until such time that the street is accepted into the Morgan County road system, the minimum annual street maintenance fee shall be \$100.00 per lot.

24. Lake Maintenance. The lakes shall be for the sole benefit and use of the adjoining parcels, as shown hereon. No other parcels owners in this subdivision shall be allowed access to the lakes. Each of the adjoining parcels through their respective owners, shall be responsible for an equal share of maintaining and repairing the common lake area and dam. The lake area shall be maintained in accordance with sound engineering and ecological practice. In the event that the owners of the lots adjoining any lake shall disagree as to the method or manner in which any such repairs or maintenance shall be made, or if there is a disagreement whether or not any such repair or maintenance is required, or in the event that any other questions or problem arises with regard to said lake, then said lake shall be resolved in conformity with the decision of the majority of said parcel owners of the lots which adjoin said lake, with each parcel having one (1) vote through its ownership. This covenant shall not be binding on the respective parcel owners, their heirs, executors and assigns.

25. Enforcement. Enforcement of the High Country Covenants and Restrictions set out in this agreement shall be by proceeding at law instituted by the Developer as shown on the plat of record, the owner of any lot of record or the Architectural Control Committee, with any of the entities having the right to bring the action against a violating party. The restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five years from date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a majority of lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners and the owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title. Any person, partnership, corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, court costs, and actual damages to the Developer, homeowner or Architectural Control Committee for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective owners of the other lots in the subdivision and the Developer. These covenants and restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said restrictions or any additional loss of time by the Developer or other expense in bringing the legal action including all attorney fees for the plaintiff's attorney and other trial fees shall be applied to the defendant and to be lien upon any real estate owned by the defendant in this subdivision in the event of an adverse judgment in favor of the plaintiff against the defendant lot owner. Included in the damages which shall be recoverable under this section to the Developer other lot owners and the Architectural Control Committee will be the monies expended by the Developer, lot owners or Architectural Control Committee in curing the violation or time and expenses which accrue in bringing an action to cure the violation.

DEVELOPERS CERTIFICATION AND DEDICATION
This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, George Robert Marshall and Esther C. Marshall, owners of said property, this 6th day of November, 1998.
George Robert Marshall
Esther C. Marshall
Esther C. Marshall

State of Indiana)
County of Morgan)
Before me, the undersigned, a Notary Public, personally appeared George Robert Marshall and Esther C. Marshall, owners and developers of said property, and acknowledged the execution of this instrument to be their free, voluntary act and deed.
Witness my Hand and Seal this 6th day of November, 1998.
ALVIN W. SELLER
Notary Public
MORGAN COUNTY, INDIANA
Resident of Morgan County.
My Commission Expires: July 14, 2001

