

**COPY**

## HIGHLAND COUNTRY ESTATES

## RESTRICTIONS, COVENANTS, ROADWAY CONSTRUCTION AND MAINTENANCE FUND AGREEMENT, RULES, REGULATIONS, CONDITIONS, AGREEMENTS, EXEMPTIONS, AND PENALTIES AGREEMENT

Comes now the SELLER, Raymond E. Means, hereafter referred to as "SELLER" and the "BUYERS":  
hereafter referred to as "BUYERS".

Buyers are purchasing property which parcel of land will help form and become a part of what shall be known as "Highland Country Estates". Buyers are agreeing to all of the following listed conditions. This document contains written covenants, rules, regulations, conditions, restrictions, agreements and penalties as rules and governing restrictions for this parcel of land to become known as part of "Highland Country Estates"

and must be strictly followed by the buyers of this parcel of land and their heirs and/or assigns. Monetary and punitive penalties as deemed necessary by these covenants can be enforced by the Homeowners Committee or Raymond E. Means for any violation of these covenants, rules, regulations, conditions, restrictions, agreements and penalties.

1. The purchase of this parcel of land will help form and become a part of what will be known as Highland Country Estates.
2. The house must be at least 1,500 square feet above ground level living area. All roof pitches must be at least an 8 - 12 on all structures, the house, out-building, and dog house. The out-building cannot be more than one-half the square footage size of the house living area and can not exceed one (1) story, however the out-building cannot exceed 900 square feet. The out-building must be of the same quality, material, design and craftsmanship as of the house. The square footage of the house must meet local plan code if they should require more than 1,500 square feet living area. Absolutely no pole barns or metal buildings whatsoever allowed. The out-building can be a carriage house but not for dwelling use. No garage door shall be allowed to open facing the roadway from which the private driveway originates on what is to be known as Highland Country Estates.
3. All construction shall be completed on the exterior of the house within one (1) year from start of construction, with site graded, sodded or seeded. All construction shall be completed on the exterior of the out-building within three (3) months from start of construction, with site graded, sodded or seeded. The premises shall be kept and maintained during and after construction in a neat, sightly, and orderly manner. Notice before the beginning date of construction of either the house or out-building must be given to the President of the Homeowners Committee and the buyer shall have one (1) year for final outside completion of the house and landscaping and three (3) months for the exterior of the out-building and landscaping.
4. Any remodeling or add-ons must be of the same materials, workmanship, design, quality, and appearance of the existing structure being remodeled.

5. No used house or used building shall be moved onto the parcel. New materials shall be used for all building construction.
6. All residences must have private inside bathroom facilities. No garage sales or yard sales or business activities permitted on this parcel. A business is permitted in the home if it does not increase traffic on the roadway leading from Mosier Road.
7. The house and out-building shall be kept in good repair, good paint or stain condition, and lawn and general appearance must be kept neat by the buyers. The out-building can not be built before the house is built.
8. No more than two structures are allowed on any one parcel, which can consist of one house with attached garage and one out-building, or one house and one garage. Only one (1) single-family dwelling is allowed per parcel.
9. Any dwelling or garage or out-building on this parcel destroyed in whole or in part by fire, windstorm, or for any other reason, must be removed and all debris removed and the parcel restored to a slightly condition within three (3) months for the house and one (1) month for the out-building. If house or out-building is rebuilt after fire, item number three (3) of this document shall be complied with.
10. No parcel shall be sub-divided to form units of less area, nor shall more than one building for dwelling purposes be erected upon a parcel. No such one family dwelling may exceed three stories in height and shall be limited to single family use.
11. No construction equipment or construction materials to be stored on the land, except during the one year of construction of the home, or the three (3) month construction of the out-building.
12. No signs allowed on the land, except one (for sale sign) or one (for rent sign). All colors (paint or stains) for all structures or all remodeled add-ons shall be earth tones or Victorian colors.
13. No trailer, basement, tent, shack, garage, or any structure of a temporary character can be used as a residence temporarily or permanently. Family camping with their guests is permitted after the house is built.
14. Garbage cans or above ground fuel storage tanks must be kept inside or enclosed in a wooden swag-type picket fence with wooden gothic fence posts.
15. Trash and garbage must be removed at least once a week from the property.
16. No construction trailers, or house trailers, or hardship trailers, or mobile homes or modular homes permitted on the land.
17. No single-axle, double-axle, or triple-axle trailers; or utility trailers; or boats; or campers are to be parked outside.

18. No trucks above three quarter (3/4) ton shall be allowed to be left parked on the land.
19. All vehicles must have current year license plates and be in operating condition unless parked inside. No more than six (6) vehicles are to be parked outside except for special occasions such as holidays, birthdays, and deaths.
20. Grass must be cut by the first (1st) and fifteenth (15th) of each month from April 1 to November 1 yearly. Trees shall not be cut, except for dangerous or diseased trees, but only with written permission of all three (3) officers of the Homeowners Committee. Trees can be cut without permission to clear a building site for the house, out-building, and private driveway leading to the house from Skyway Drive or Skyway Court, but can not exceed a total area of one (1) acre. Until the full purchase price of the land has been paid by the Buyer to the Seller, there shall be no cutting of any trees or disturbing of any soil, or construction of either the house or out-building.
21. No gates, fences, signs, speed-bumps, deterrents or obstructions whatsoever to be placed on or across the easements or right-of-ways. No plants or trees or shrubs or flowers to be planted on the easements or right-of-ways. Speed limits shall not exceed 15 M.P.H.
22. All private driveway entrance culvert pipe shall be at least 12 inches in diameter and not less than 24 feet in length, with metal ends. proper mufflers are to be kept on all vehicles, recreation equipment, and anything mechanical that uses fuel.
23. The utility companies or Raymond E. Means, or anyone authorized to do construction or maintenance work on the ditches, roads or easements, shall have the right to cut, trim, or remove any trees or do any work on the easement at any time they deem necessary without notice to the owner of the land. All utilities must be underground across each private parcel leading from Skyway Drive or Skyway Court to the house or out-buildings. The Buyers, their assigns and/or heirs shall not hold Raymond E. Means or the utility companies responsible for any damage to the trees adjoining the easements resulting from any work being performed on the easement or the installation of any utility lines.
24. The dog house and above ground swimming pool must be of first quality and surrounded with a wooden swag-type picket fence with wooden gothic-type fence posts. Wooden fence shall be 16 boards per 8 foot section and not to exceed 4 foot in height. Only one (1) dog house and one (1) swimming pool shall be permitted on this parcel. The dog house shall not exceed 30 square feet and have at least an 8-12 roof pitch. Any yard or property line fences constructed shall be wood 3 rail "split rail" fences and left unpainted. No metal fences will be permitted.
25. No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood. Also no outside loud radios, tape players or bands or unnecessary loud noise.

26. Dirt bikes are not allowed to be used on the land or on the roads.
27. Buyers agree to keep their children and pets from unwanted trespassing on other peoples property. Any pets off Buyers property must be supervised and on a leash.
28. No outside trash burning, leaf burning, or no outside fires permitted.
29. No animals, livestock, or poultry of any kind allowed on the land except dogs or cats, and not to exceed a total of three (3). Two (2) are permitted inside the house and only one (1) permitted outside. No exotic pets whatsoever, neither any pot bellied pigs, snakes, lions, tigers, leopards, or monkeys or anything from the monkey family. Also, no dog kennels or no commercial raising of pets are allowed.
30. The use of firearms, bee-bee guns, cap-guns, blank guns, air-rifles, dart guns, sling shots, bow and arrows, fireworks, steel traps or snares is prohibited and shall not be used by the purchasers of this parcel, their heirs, or assigns, nor by anyone on the land by permission from the owners, their heirs or assigns. Violations of this restriction shall result in a penalty of \$500 for each such violation, which penalty shall be paid to the Roadway Construction and Maintenance Fund at the option or the request of the officers of Highland Country Estates Homeowners Group. The penalty payment shall be paid within 30 days of the violation. Proof the violation was committed shall rest upon the parcel owner making the accusation. Upon notification of a violation of the above restriction, an officer of the Homeowners committee or an official of a law enforcement agent may enter the property to investigate without it being considered a trespass or violation of privacy. The use of firearms for self-defense from another person in a life-threatening situation is not a violation of the above provision. ®
31. As a condition of the sale of this property, any roadway easement construction or maintenance shall not be the responsibility of the SELLER, which is Raymond E. Means, his heirs, and or assigns. However, Raymond E. Means and his heirs and/or assigns shall have the right to full use of the easements and roadways. The BUYERS, their heirs and/or assigns shall pay \$25 per month into a "Roadway Construction and Maintenance Fund" managed by the Homeowners Committee, starting on the first day of the month after purchase of their parcel and continue paying this amount until construction begins of the house. The BUYERS, their heirs and/or assigns shall pay \$50 per month into a "Roadway Construction and Maintenance Fund" managed by the Homeowners Committee, starting on the first day of the month after construction begins of their house and continue paying this amount. This amount may be changed by a vote of 75% of the then parcel owners no sooner than December 15, 1998.
32. As a condition of the sale of this property, the Seller, Raymond E. Means, his heirs and/or assigns, reserve the right to designate forever four parcels of land of his choosing with the option of placing improvements on said parcels, such as homes, out-buildings, and dog houses, and these four parcels of land are to be EXEMPT forever from any roadway maintenance, roadway construction or monthly roadway assessment of the Homeowners Group, and/or their

successors. SELLER, Raymond E. Means, his heirs, and/or assigns, reserve the right to exercise this roadway maintenance, roadway construction, and monthly assessment EXEMPTION at a ratio of one (1) personal parcel for every five (5) parcels purchased by other: from Raymond E. Means, his heirs and/or assigns, not to exceed 4 parcels. Raymond E. Means, his heirs and/or assigns shall not be obligated to pay into the Roadway Construction and Maintenance Fund and will not be a member of the Homeowners Group. However, Raymond E. Means, his heirs and assigns shall have the right to full use of the easements and roadways. Also, the aforementioned four (4) parcels shall also be EXEMPT from the 1,500 square feet living area requirement as mentioned in item number two (2) of this document.

33. All parcel owners, their heirs and/or assigns who's land becomes a part of Highland Country Estates, are members of the Homeowners Group as long as they own property here. The Homeowners Group shall elect a committee of 3 persons which shall be know as the Homeowners Committee. The first election shall be December 15, 1998. On December 15th of each 5th year, they may elect officers and vote on the amount to pay into the Roadway Construction and Maintenance Fund only. Until the first meeting at 8:00 p.m. on December 15, 1998, the following volunteers who plan to purchase property here and agree to serve without pay shall be the officers of the Homeowners Committee. They shall be Allen Coffey, the President; Evelyn Coffey shall be the Vice President; and Brian Frye shall be the Secretary-Treasurer. If an officer dies, or resigns, the other officer or officers shall fulfill their duties until election day at 8:00 p.m. on December 15th of each 5 year period beginning on December 15, 1998. The first meeting at 8:00 P.M. on December 15, 1998 will be at the President's home and each time thereafter until changed.
34. The Homeowners Committee shall have the right to enforce the restrictions, covenants, rules, regulations, conditions, agreements, penalties, and assessments. The Homeowners Committee shall establish a banking account known as the Roadway Construction and Maintenance Fund. All moneys collected by the Homeowners Committee shall be deposited in the Roadway Construction and Maintenance Fund. The Homeowners Committee has the responsibility to make decisions concerning the construction and maintenance of the roads.
35. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the parcel subject to the assessment, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner of the parcel to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of 10% interest, and the homeowners group may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment interest on the assessment as above provided and a reasonable attorney's fee to be.

fixed by the Court, together with the costs of the action and any expenses related to the collection of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. No sale or transfer shall relieve such parcel from liability for any assessments thereafter becoming due or from the lien thereof. Nothing in this declaration shall be construed as prohibiting any first mortgagee from collecting the assessments due as a part of, or in addition to, any monthly payment due the mortgagee, provided any mortgagee collecting assessments from any other owner pay said assessments when they become due. The homeowners group, or its successor shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the association or its successor to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

36. The cost of installing and maintaining the water wells, septic systems, and utilities are the total responsibility of the buyers. Roadways are accepted "as is" by the Buyers and it is understood by the Buyers that some roadways are only one lane and some unimproved. As a condition of the sale of this property, SELLER, Raymond E. Means, his heirs and/or assign, shall be EXEMPT forever from any roadway maintenance or roadway construction or monthly assessments on any existing roadways or any future roadways to be built. However, Raymond E. Means and his heirs and/or assigns shall have the right to full use of the easements and roadways. However this EXEMPTION also applies on any present land Raymond E. Means owns, or any future land purchased by Raymond E. Means, his heirs and/or assigns which may be added to Highland Country Estates. The buyers shall also be totally responsible for obtaining any and all Federal, State and Local permits as required by any of these agencies. ®
37. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of the law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to any owners of any parcels in this Highland Country Estates and to their successors, heirs and/or assigns.
38. This land and any improvements thereon is being sold "as is", and is being bought "as is".
39. It is agreed upon by the Buyers and their heirs and/or assigns, and the seller, Raymond E. Means, and his heirs and/or assigns that Raymond E. Means, his heirs and/or assigns reserves the option to enforce any or all of the above restrictions, covenants, roadway

construction and maintenance fund agreement, rules, regulations, conditions, agreements and penalties.

- 40. All the above provisions and restrictions shall remain in full force for a period of 25 years from date of recording (or until September 1, 2018) or which ever comes first, and shall be automatically extended for successive periods of 10 years unless changed by vote of a majority of the then owners of the parcels covered by these restrictions, covenants, and conditions, in whole or in part.
- 41. All of the above conditions shall follow the land and become obligations on the present buyers, their heirs, and assigns and all future buyers, their heirs and assigns.
- 42. Invalidation of any one of the foregoing restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties by judgement or court order shall in no way affect any of the other restrictions, covenants, roadway construction and maintenance agreement, rules, regulations, conditions, agreements, or penalties which shall remain in full force and effect.
- 43. The following signers have read and understand, and voluntary agree to all of the above restrictions, covenants, roadway construction and maintenance fund agreement, rules, regulations, conditions, agreements exemptions, and penalties, and want them and want to voluntary agree to abide by them.

BUYER \_\_\_\_\_ Date \_\_\_\_\_

RAYMOND E. MEANS \_\_\_\_\_ Date \_\_\_\_\_ (R)

SELLER Raymond E. Means \_\_\_\_\_ Date June 19, 00



STATE OF INDIANA )  
COUNTY OF MORGAN ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Raymond E. Means who acknowledged the execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19 day of June, 2000

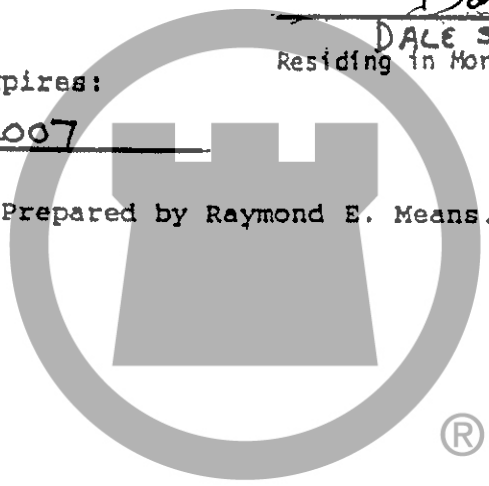
*Dale S. Coffey*

DALE S. COFFEY Notary Public  
Residing in Morgan County, Indiana

My Commission Expires:

June 20, 2007

Instrument Prepared by Raymond E. Means.



CHICAGO TITLE

RECEIVED FOR RECORD  
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*Kevin [unclear]*  
MORGAN CO RECORDER