

DECLARATION OF STANDARDS,
COVENANTS AND RESTRICTIONS FOR
SADDLE RIDGE

CROOKED STICK DEVELOPMENT CORPORATION, an Indiana corporation, hereby establishes the following standards, covenants and restrictions for the purpose of:

- (a) establishing minimum standards pertaining to the development, use and maintenance of certain real estate more particularly described in Exhibit "A", attached hereto and referred to herein as the Subdivision, and
- (b) insuring the stability of land and improvement values in the Subdivision, and
- (c) apportioning rights and responsibilities in regard to facilities and services available to the Owners of Lots in the Subdivision.

ARTICLE I

Purposes and Definitions

Section 1.01. Covenants. Developer declares that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to and run with the real estate described in Exhibit "A" and shall inure to the benefit of and be a charge upon the Owners and occupants of such real estate.

Section 1.02. Definitions. For ease of reference, the following definitions shall apply throughout this Declaration:

- (a) "Association" means Saddle Ridge Home-owners Association, Inc., an Indiana not-for-profit corporation, formed, or to be formed, by the Developer pursuant to Section 2.01.
- (b) "Building Area" means the area within which a Residence may be constructed upon a Lot as shown on the Plat.
- (c) "Common Area" means Blocks "C", "D" and "E" as shown on the Plat. If Block "E" is improved with a Road, it shall cease to be part of the Common Area.
- (d) "Developer" means Crooked Stick Development Corporation or any successor who becomes legal or equitable owner of substantially all of the real estate comprising the Subdivision not previously conveyed to others.

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- (e) "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, and the other structures, fixtures, properties, equipment and facilities located in the Subdivision and designed for the purpose of expediting the drainage of surface and subsurface waters from, over and across the Subdivision, including but not limited to those shown or referred to on the Plat.
- (f) "Entry Way" means any structure the Developer may construct as an entrance to the Subdivision (exclusive of the street pavement, curbs and drainage structures and tile) and the grassy area surrounding such structures which are not a part of the Lot to which they abut.
- (g) "HHC" means the Health and Hospital Corporation of Marion County.
- (h) "Lot" means a platted lot as shown on the Plat.
- (i) "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, showing furnished floor elevations and details relating to drainage, (ii) complete house building plans, including elevation and floor plans, (iii) material plans and specifications, (iv) landscaping plans, and (v) all other data or information which the Planning Committee may request.
- (j) "Maintenance Costs" means all of the costs necessary to keep the Roads, the Drainage System, the Entry Way, the Common Area or other facility to which the term applies, operational and in good condition, including but not limited to the cost for all upkeep, maintenance, repair, replacement of all or any part of such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying easement or right of way, and any other expense related to the continuous operation of the facility.
- (k) "Member" means an active member of the Association.
- (l) "Owner" means any person, firm, corporation or other entity who acquires legal title to a Lot. Developer shall also be considered an Owner so long as it owns a Lot.

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- (m) "Planning Committee" means the committee responsible for the administration of the standards, covenants and restrictions contained in this Declaration.
- (n) "Plat" means the plat recorded _____, 1979, as Instrument No. 79-_____ in the Office of the Recorder of Marion County, Indiana.
- (o) "Pro-rata" means equally among all Owners to whom the Maintenance Cost is assessed.
- (p) "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and out-buildings and recreational facilities usual and incidental to the use of a residential lot.
- (q) "Roads" means the private roads in the Sub-division which have been or will be constructed for the purpose of providing common access for Owners and occupants, their guests and invitees to and from the Sub-division and the Lots and lands therein.
- (r) "Subdivision" means the real estate described in Exhibit "A" and any additional real estate which may be subject to this Declaration pursuant to Section 13.03.
- (s) "Tract" means one of the numerically-designated areas within Block "C" as shown on the Plat and "Tracts" mean all such areas.
- (t) "Zoning Authority" with respect to any action means the Department of Metropolitan Development of the City of Indianapolis, or, where it lacks capacity to take the action, or fails to take such action, the governmental body or bodies, administrative or judicial, in whom authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of such Department, and shall also apply to the legal successors in interest to such Department or body or bodies.

ARTICLE II

Association of Owners

Section 2.01. Association of Owners. In order to provide for the continuing maintenance and administration of the Subdivision, Developer has caused, or will cause, Saddle Ridge Homeowners Association, Inc., a not-for-profit corporation, to be formed. All Owners shall become Members of the Association and shall continue to be Members for so long as

they are an Owner. At such time as an Owner conveys his title to a Lot, his membership in the Association shall terminate and the new Owner of the Lot shall automatically become a Member. The Association shall have such powers as are set forth in this Declaration and in the Articles of Incorporation of the Association, together with all other powers that belong to it by law.

Section 2.02. Rights and Duties of Association Members. The rights and duties of Members shall be as specified herein and in the Articles of Incorporation and Code of By-Laws of the Association.

ARTICLE III

Administration of Standards, Covenants and Restrictions

Section 3.01. Enforcement. All of the standards, covenants and restrictions contained herein shall be administered and enforced by Developer in good faith until it assigns such responsibility to the Association, which shall thereafter exercise such responsibilities. Such assignment shall be evidenced by a written instrument and shall occur on or before the later of (i) the date Developer conveys the Roads and the Common Area to the Association or (ii) the date Developer owns less than ten percent (10%) of the Lots. Nothing in this Section is intended to prevent the Zoning Authority from enforcing any provision of these covenants which embodies a requirement of applicable law, administrative or statutory, relating to zoning or an exception thereto.

Section 3.02. Planning Committee. (a) Until assignment by Developer of responsibilities for the administration of the standards, covenants and restrictions contained in this Declaration in the manner provided in Section 3.01, the Planning Committee shall consist of three (3) or less persons appointed by Developer. After such assignment, the Planning Committee shall consist of three (3) persons named by the Board of Directors of the Association.

(b) Prior to construction of any Residence upon a Lot and prior to any remodeling, alteration or addition to a Residence upon a Lot, a Lot Development Plan, including complete house building plans, therefor shall be submitted to the Planning Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days from the receipt thereof. In the event the Planning Committee fails to approve or disapprove the Lot Development Plan within fifteen (15) days after receipt thereof, such failure shall be deemed approval.

ARTICLE IV

Construction of Residences

Section 4.01. Land Use. Lots may be used only for residential purposes and no building or other structure may

be erected thereon except for a single Residence. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of Residences than the number of original Lots described on the Plat.

Section 4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not less than 2,500 square feet, if a one-story structure, or not less than 1,500 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 1,000 square feet in addition to the ground floor area. In no event shall any Residence have a floor area of less than 2,500 square feet.

Section 4.03. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

Section 4.04. Building Completion. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any Residence built upon any Lot shall be completed within one (1) year after the date of commencement of the building process, after which time the Association may reenter, take possession of the Lot, without notice, and sell the Lot together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of the Lot at the time of sale.

Section 4.05. Driveways. Any driveway shall be paved within one year after the date of completion of the Residence it serves, and shall be maintained dust free.

Section 4.06. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a Residence such that they are completely concealed from public view.

Section 4.07. Completion of Construction. All construction upon a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Planning Committee.

Section 4.08. Mailboxes. All mailboxes installed upon Lots shall be of a type, color and manufacture approved by the Planning Committee. Such mailboxes shall be installed as approved by the Planning Committee.

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ARTICLE V

Maintenance of Property

Section 5.01. Vehicle Parking. No camper, motor home, truck, trailer or boat may be parked or stored overnight or longer on any Lot in open public view.

Section 5.02. Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than five (5) square feet may be displayed at

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any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise the property during construction and sale.

Section 5.03. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5.04. Timber and Vegetation. Neither an Owner nor the Association shall cut, destroy or remove, or suffer or permit the cutting, destruction or removal, of any trees, bushes, plantings or other vegetation located on a Lot or within the Common Area other than in accordance with recognized practices for preserving and improving a stand of timber or vegetation except that (i) an Owner may cut or remove such trees and vegetation as may be reasonably necessary in connection with construction or remodeling of a Residence and (ii) Developer, the Association, or the Owner responsible for installation, maintenance or repair of an absorption field within a Tract may remove from a Tract such trees and vegetation as may be reasonably necessary for such absorption field to function properly and to the satisfaction of HHC.

Section 5.05. Outside Burning. No trash, leaves or other materials shall be burned upon a Lot if smoke therefrom would be a nuisance to Owners of adjacent Lots.

Section 5.06. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 5.07. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept within the Subdivision except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 5.08. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance.

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ARTICLE VI

Roads

Section 6.01. Private Roads. The Roads in the Subdivision shall be private Roads and the Owners and occupants of Lots and Residences, their guests and invitees, are granted hereby a common non-exclusive easement over and across the Roads for the purpose of reasonable ingress, egress and access for pedestrian and vehicular traffic to and from the Lots and Residences in the Subdivision.

Section 6.02. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, Post Office vehicles and privately-owned delivery vehicles, are granted the right to enter upon the Roads in performance of their duties.

Developer reserves the right to grant such easements along the Roads and rights of way thereof as are, in the opinion of Developer, necessary or desirable for the development and operation of the Subdivision. A non-exclusive easement is hereby granted over the Roads and rights of way thereof to all utility companies and their agents for ingress and egress, installation, replacement, repair and maintenance of public utilities, including but not limited to water, sewers, gas, telephone and electricity.

Section 6.03. Construction Standards. The Roads to be located in Blocks "A" and "B" shall be constructed by Developer on or before December 31, 1980, in accordance with plans and specifications therefor approved by the Zoning Authority. Developer has the right, but not the obligation, to construct a Road in Block "E" and Developer or the Zoning Authority shall have the right at any time to authorize construction of a Road therein although title thereto may have been conveyed to the Association. The rights of way of the Roads may contain easements for water, sanitary sewer and other applicable utilities and for surface and sub-surface drainage.

Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until December 31, 1981. On or before December 31, 1981, the real estate covered by the Roads and rights of way shall be conveyed by Developer to the Association free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. After December 31, 1981, the Association shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed and the Maintenance Costs thereof shall be paid Pro-rata by all Owners of Lots with a driveway entrance on a Road.

Section 6.05. Parking Prohibition. There shall be no overnight parking of any vehicles on the Roads or in the rights of way thereof.

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ARTICLE VI

Sewage Systems

Section 7.01. Installation of Sewage Disposal Systems.

Each Lot shall be served by an individual private sewage disposal system consisting of a septic tank or equivalent located on the Lot, and installed by the Owner, and an associated absorption field located on the Lot or on one of the Tracts, and initially installed by the Developer. The portions of such systems which are installed on Lots by the Owners shall be installed thereon in strict compliance with the following procedure:

- (a) Detailed plans ("Septic Plan") shall be prepared by, or at the direction of, the Owner illustrating (i) the location of the improvements to be installed, building lines, lot lines, easements, septic tank or equivalent and, if on-site, absorption field; (ii) details of installation including depth of septic tank; (iii) detailed installation specifications, performance data and means of maintenance for any system in lieu of a conventional septic tank and appurtenances; and (iv) any other detail reasonably required by the Planning Committee.
- (b) The Owner shall specify the contractor who is to install the sewage disposal system, which contractor must be bonded, experienced and competent in this type of installation.
- (c) The Owner shall submit the foregoing information, as required, for approval by the HHC and for review by the Zoning Authority.
- (d) The Septic Plan and supporting documents stamped with the approval of the HHC shall then be fully reviewed by the Planning Committee and, if approved, stamped for approval.
- (e) The Owner shall cause the system to be installed in accordance with the approved Septic Plan and specifications and leave the system uncovered for inspection by a registered engineer approved by the Planning Committee who shall certify as to compliance with the approved Septic Plan and specifications. Before back-filling, the Owner shall advise HHC that the construction is ready for inspection and give the HHC a reasonable opportunity to make an inspection.
- (f) A copy of the engineer's sewage system design shall be sent to the HHC for its records.

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Section 7.02. Off-Site Sewage Disposal Systems. Upon conveyance by Developer of title to a Lot which is connected to an off-site absorption field located on one of the Tracts, Developer shall also convey to the grantees the exclusive right to the use of that Tract for such absorption field.

Section 7.03. Maintenance of Sewage Disposal Systems. Each Owner shall maintain the sewage disposal system serving his Lot, including the absorption field, whether located on his Lot or on one of the Tracts, in such condition as may reasonably be required to assure that the system functions properly. If any absorption field located on one of the Tracts fails to function properly and such failure may not economically be corrected, then Developer (or, if Developer has conveyed the Common Area to the Association, then the Association) shall designate an area within the Common Area to be used exclusively for a substitute absorption field, which area shall thenceforth be deemed a "Tract" for all purposes of this Declaration. The cost of installing any required substitute absorption field, whether within such an area or on-site, shall be borne exclusively by the Owner of the Lot for whose benefit the absorption field will exist, and any such required substitute absorption field shall be installed in strict compliance with the procedure set forth in Section 7.01. If any Owner fails to maintain or repair the sewage disposal system serving his Lot or if any Owner fails to install a substitute absorption field when necessary to provide adequate sewage disposal from his Lot, then the Association may do so and assess the cost thereof to the Owner of such Lot as a Maintenance Cost which shall constitute a lien against his Lot as provided in Article XIII.

Section 7.04. Restrictions on Use of Absorption Field. No Owner of any Lot shall pave over or otherwise obstruct the absorption field located on his Lot, nor shall Developer or the Association pave over or otherwise obstruct the Tracts, without, in each instance, the prior written approval of HHC and the Planning Committee.

ARTICLE VIII

Drainage System

Section 8.01. Compliance with Drainage Plans. It shall be the responsibility of the Owner of any Lot to comply at all times with the provisions of the drainage plan for the Subdivision approved by the Department of Public Works and the requirements of all drainage permits for the Subdivision issued thereby.

Section 8.02. Installation of Drainage System. Developer shall install the Drainage System to provide for adequate surface and subsurface water drainage in the Subdivision. Easements have been reserved or will be granted across portions of the Subdivision for the installation, operation and maintenance of the Drainage System.

Section 8.03. Maintenance of the Drainage System. Developer shall maintain the Drainage System in good condition

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satisfactory for the purpose for which it was constructed until December 31, 1981. After December 31, 1981, the Association shall maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-rata. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot.

ARTICLE IX

Common Area

Section 9.01. Use. The Common Area shall be used primarily for recreational purposes and neither Developer nor the Association shall permit any use thereof by Owners or others that would interfere with the use thereof for recreational purposes, provided, however, that the Developer or the Association may grant such easements in the Common Area as it deems necessary or appropriate for the use of Owners, the Association, public utility companies or governmental agencies.

Section 9.02. Maintenance. Except for the absorption fields located within the Tracts (the maintenance of which shall be the responsibility of certain Owners as provided in Section 7.02), the Association shall maintain the Common Area and the Maintenance Costs thereof shall be paid Pro-rata by the Owners of Lots upon which Residences have been constructed.

ARTICLE X

Entry Way

Section 10.01. Construction of Entry Way. Developer shall construct the Entry Way, which construction may be within the area of any Lot designated "E.S.E" on the Plat and within the right-of-way of the Roads. Developer reserves an easement over such designated Lot areas and in such right-of-way for construction of the Entry Way.

Section 10.02. Maintenance of Entry Way. Prior to conveyance of the Roads to the Association, Developer shall maintain the Entry Way. After such conveyance, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid Pro-rata by the Owners of Lots upon which Residences have been constructed. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to the Subdivision.

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ARTICLE XI

Easements

Section 11.01. Plat Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Developer pursuant to written instruments recorded in the office of the Recorder of Marion County, Indiana, Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the Plat, which are reserved for the use of Owners, the Association, public utility companies and governmental agencies as follows:

- (a) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the Subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Developer, and by the Association. Said easements are for the mutual use and benefit of Developer, the Association and the Owners.
- (b) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designed to serve the Subdivision for the purpose of installation and maintenance of sewers that are a part of said system and for the use of Owners in connection with the maintenance and operation of off-site portions of their sewage system.
- (c) Utility Easements (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, lines and wires, as well as for all uses specified in the case of sewer easements.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement, but a paved driveway necessary to provide access to a Lot from a Road or a public street shall not be deemed a "structure" for the purpose of this restriction.

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ARTICLE XII

Liens For Assessments

Section 12.01. Lien for Maintenance Costs. Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay as the same become due in the manner herein provided (i) his Pro-rata share of the Maintenance Costs relating to the Roads, the Drainage System, the Entry Way and the Common Area and (ii) such additional charges for Maintenance Costs or other expenses of the Association as may be made by the Association pursuant to this Declaration, the Articles of Incorporation and Code of By-Laws of the Association (such Pro-rata share and additional charges being hereinafter referred to as "Assessments"). All such Assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid in full. Said Assessments shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due and payable.

Section 12.02. Effect of Nonpayment; Remedies of Association. Any Assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate no greater than eighteen percent (18%) per annum to be established by the Board of Directors of the Association. The Association shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting it. If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one (1) or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Roads, the Drainage System, the Entry Way and the Common Area by abandonment of his Lot.

Section 12.03. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering a Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12.04. Certificates. The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments

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on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE XVII

Amendments and Revisions

Section 13.01. Amendments Before Assignment to Association. Developer hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to the assignment of the responsibility for administration thereof to the Association pursuant to Article III. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across or over any Lot which Developer has previously conveyed except with the consent of the Owner of such Lot. Developer shall have the full right and authority to amend this Declaration to include additional real estate as part of the Subdivision subject to the standards, covenants and restrictions herein contained provided that the addition thereof will not restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the addition.

Section 13.02. Amendments After Assignment to Association. At any time after the assignment of the responsibility for administration to the Association pursuant to Article III, the provisions herein contained may be amended by sixty percent (60%) of the votes of the Members. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of that Owner. The Association shall give notice in writing to Owners of any amendments. The Association shall not have the right at any time by amendment of this Declaration or otherwise (i) to grant or establish any easement through, across or over any Lot which has previously been conveyed except with the consent of the Owner of that Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; and (iii) to amend Article VII without the consent of HHC.

Section 13.03. Additions to the Subdivision. Additional real estate may become subject to the standards, covenants and restrictions herein contained in the following manner:

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- (a) Developer shall have the right to bring within the scheme of this Declaration and add to the Subdivision real estate which is contiguous to the real estate described in Exhibit "A" hereto. In determining contiguity, public rights-of-way shall not be considered.
- (b) Real estate which is not contiguous may be added to the Subdivision upon approval in writing of Developer and the Association acting pursuant to a majority of votes cast in person or by proxy by the Members at a meeting duly called for such purpose.

The additions authorized under subparagraphs (a) and (b) shall be made by the filing of record of one or more supplemental declarations with respect to the additional real estate, which supplemental declarations shall extend the provisions of this Declaration to such additional real estate and may contain such complementary provisions relating to such additional real estate as are not inconsistent with the terms hereof.

ARTICLE XIV

Miscellaneous

Section 14.01. Benefit. The rights, privileges and responsibilities of Developer as provided herein may be freely transferred or assigned, separate from or together with any conveyance of all or part of the real estate comprising the Subdivision. No such assignment shall relieve Developer from its obligations hereunder and Developer shall remain primarily liable to the Owners for the performance thereof. Wherever the term Developer is used herein, it shall be deemed to include the successors and assigns of Developer (but not individual Owners of Lots purchased from Developer in the ordinary course of business).

The standards, covenants and restrictions contained herein shall be binding upon and inure to the benefit of the Owners of Lots within the Subdivision, their successors and assigns. ®

Section 14.02. Validity. In the event any covenant, standard or restriction is invalid, the invalidity of such covenant, standard or restriction shall not affect the validity of the other and remaining covenants, standards or restrictions, which shall remain in full force and effect.

Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer (or the Association after assignment of the responsibility therefor by Developer), the Planning Committee, the Zoning Authority or any Owner by action for injunctive relief and damages. There shall be no rights of reversion or forfeiture of title resulting from any violations.

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Section 14.04. Non-Liability of Developer. Developer shall not have any liability to an Owner or to any other person or entity with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Developer free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed.

EXECUTED this 17th day of December, 1979.

CROOKED STICK DEVELOPMENT CORPORATION

By Guernsey Van Riper, Jr.
Guernsey Van Riper, Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Standards, Covenants and Restrictions for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 17th day of December, 1979.

Willis Adams
Notary Public

Willis Adams
(printed)

My Commission Expires:

5/25/83

My County of Residence:

Marion



This instrument was prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

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PAUL L. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46260/(317) 842-6777

Legal Description - Saddle Ridge
Exhibit "A"

Part of the Southeast Quarter of Section 17, Township 17 North, Range 2
East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 17, said point being also in the center line of West 86th Street; thence South 89 degrees 42 minutes 25 seconds West along the South line of said Quarter Section 150.00 feet; thence North 00 degrees 33 minutes 59 seconds West parallel to the East line of said Quarter Section 300.00 feet; thence South 89 degrees 42 minutes 25 seconds West 350.00 feet; thence South 00 degrees 33 minutes 59 seconds East parallel with the East line of said Quarter Section 229.50 feet to a point on a curve in the center line of West 86th Street, said point lies South 25 degrees 25 minutes 29 seconds West 716.205 feet from the radius point of said curve; thence Northwesterly along said curve to the right along the center line of West 86th Street 50.99 feet to the point of tangency of said curve which lies South 29 degrees 30 minutes 13 seconds West from said radius point; thence North 60 degrees 29 minutes 47 seconds West along said center line 202.15 feet to the Point of Curvature of a curve, the radius point of which lies South 29 degrees 30 minutes 13 seconds West 716.205 feet; thence along said curve to the left and along the center line of West 86th Street 425.60 feet to a point which lies North 04 degrees 32 minutes 38 seconds West from said radius point; thence North 04 degrees 32 minutes 38 seconds West 50.00 feet to a point on the right of way line of West 86th Street and Indiana Interstate Highway I-65; thence North 59 degrees 00 minutes 29 seconds West along the right of way line of said highway 74.75 feet; thence North 40 degrees 28 minutes 47 seconds West along said right of way 200.25 feet; thence North 50 degrees 29 minutes 32 seconds West along said right of way 179.51 feet; thence North 37 degrees 37 minutes 02 seconds West along said right of way 225.00 feet; thence North 32 degrees 43 minutes 05 seconds West along said right of way 351.28 feet; thence North 34 degrees 10 minutes 51 seconds West along said right of way 697.16 feet; thence North 51 degrees 25 minutes 55 seconds West along said right of way 206.27 feet; thence North 09 degrees 00 minutes 23 seconds East along said right of way 414.85 feet; thence North 65 degrees 19 minutes 14 seconds East along said right of way 355.49 feet; thence North 20 degrees 17 minutes 20 seconds West along said right of way 284.89 feet to a point on the North line of said Quarter Section; thence North 89 degrees 50 minutes 08 seconds East along said North line 727.03 feet to the Northwest corner of the Northeast Quarter of said Southeast Quarter Section; thence South 01 degree 14 minutes 02 seconds West along the West line of said Quarter Section 481.35 feet; thence North 89 degrees 50 minutes 08 seconds East parallel with the North line of said Quarter 985.93 feet to the center line of Fishback Creek; thence South, Southwesterly, and Southeasterly along the center line of Fishback Creek to a point on the East line of said Southeast Quarter which point lies North 00 degrees 33 minutes 59 seconds West 248.28 feet from the Southeast corner of said Quarter Section; thence South 00 degrees 33 minutes 59 seconds East along said East line 248.28 feet to the Place of Beginning, containing 61.4 acres, more or less.

CROSS REFERENCE

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FIRST AMENDMENT OF DECLARATION OF STANDARDS, COVENANTS AND RESTRICTIONS FOR SADDLE RIDGE

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THIS FIRST AMENDMENT, made this 23rd day of March, 1989, by CROOKED STICK DEVELOPMENT CORPORATION, an Indiana corporation having its principal offices at 1717 W. 16th St., Indianapolis, Indiana ("Developer"),

WITNESSETH THAT:

CROSS REFERENCE

WHEREAS, Developer caused a certain Declaration of Standards, Covenants and Restrictions for Saddle Ridge to be executed on December 17, 1979 and recorded February 13, 1980 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 80-09482 ("Declaration");

WHEREAS, at Section 13.01 of said Declaration, Developer reserved the right to unilaterally amend and revise said Declaration during the period prior to the assignment of the responsibility for administration thereof to the Saddle Ridge Homeowners Association, Inc. ("Association"); and

WHEREAS, Developer has not assigned the responsibility for administration of the Declaration to the Association; and

WHEREAS, Developer desires to amend the Declaration in the manner set forth below;

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Wherever used in this Declaration, including subsection 1.02(m), the name of the "Planning Committee" is hereby changed to "Administrative and Architectural Review Committee."
2. Subsections 1.02(1) and 1.02(n) are hereby amended to read as follows:

"(1) 'Owner' means all of the individuals, firms, partnerships, corporations, estates, trusts, or other legal entities who shall collectively hold legal and equitable title to a Lot. In the event that the equitable title to a Lot shall be conveyed, then the transferees thereof shall be deemed to be the 'Owner' at such time as they shall be entitled to possession of the Lot.

"(n) 'Plat' means the Plat recorded February 13, 1980, as Instrument No. 80-09482, in the Office of the Recorder of Marion County, Indiana."

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3. Developer shall have the right to create the Association by the adoption and filing of Articles of Incorporation and adoption of By-Laws at any time prior to December 31, 1989. At the option of Developer, Developer may defer until on or before December 31, 1989 the (a) assignment of responsibility for administration of the Association and administration of the standards, covenants and restrictions contained in the Declaration; (b) conveyance of Common Area to the Association; (c) construction and maintenance of the private Roads, maintenance of the Drainage System, maintenance of the Common Area, and maintenance of the Entry Way; and (d) calculation and collection of Assessments, all as defined in the Declaration.

4. Article III of the Declaration is amended to read as follows:

"ARTICLE III
Administration of Saddle Ridge

Section 3.01. Administration. Administration of Saddle Ridge shall be performed by Developer in good faith until the appointment by Developer of the Initial Board of Directors of the Association. After such appointment, administration of the Association shall be conducted in good faith by the Initial Board of Directors until a replacement Board of Directors shall be elected by the Members of the Association at a meeting duly constituted for such purpose. Developer shall create the Association and appoint the Initial Board of Directors on or before July 1, 1989. In addition, Developer shall assign to the Association the rights, powers, duties, and privileges associated with management of the Association, except as set forth herein, on or before such date. Developer shall cause the first meeting of the Members of the Association for purposes of electing a replacement Board of Directors to be held within sixty (60) days following the date of conveyance of a total of twenty-three (23) lots in Saddle Ridge to persons other than Developer. Such meeting shall be known as the "First Annual Meeting" of the Association.

Section 3.02. Enforcement; Administrative and Architectural Review Committee.

(a) The Administrative and Architectural Review Committee shall be exclusively responsible for the enforcement of the standards, covenants, and restrictions contained herein, and the performance of such other duties as may be set forth in the Articles of Incorporation, By-Laws, or resolutions of the Association. The Administrative and Architectural Review Committee shall consist of three (3) or fewer persons appointed by Developer, except that as of the

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CHICAGO DEVELOPMENT

date upon which Developer shall no longer own any of the Lots in Saddle Ridge, the power and authority to appoint such members of the Administrative and Architectural Review Committee shall immediately pass to the Board of Directors of the Association. Developer shall notify the Association in writing of the date upon which it no longer owns any Lots in Saddle Ridge.

(b) Prior to the commencement of construction of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including the construction of swimming pools and fences more than six (6) feet in height, a Lot Development Plan, including complete house building plans, shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days following the receipt thereof. In the event the Administrative and Architectural Review Committee shall fail to approve or disapprove such Lot Development Plan within fifteen (15) days following receipt thereof, such failure shall be deemed to be approval."

5. Section 4.01 is hereby amended by adding the following provisions:

"Developer shall retain the right to modify the Plat by correction or any other legal means filed with the Recorder of Marion County, Indiana, provided that such changes, modifications, or corrections shall be limited to the relocation of drainage and utility easements within Lots; provided, however, that no such correction shall be made by Developer with respect to any Lots not then owned by Developer unless such correction shall be consented to and approved in writing by the Owner of the affected Lot."

6. Section 4.02 of the Declaration is hereby amended to read as follows:

"4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not fewer than 2,500 square feet, if a one-story structure, or a ground floor area of not fewer than 1,500 square feet, if a structure of more than one story. In no event shall any Residence have a total floor area of fewer than 2,500 square feet."

7. A new Section 4.09 is hereby added to the Declaration as follows:

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"Section 4.09. Landscaping Features. Notwithstanding anything in the Plat of Saddle Ridge, the Declaration, or the Articles of Incorporation or By-Laws of the Association to the contrary, Developer hereby retains the right to construct and install such miscellaneous decorative walls, fences, gates, trees, shrubs, and other landscaping features ("Features") on one or more of Lots 7, 8, 9, 10, 11, 24, 26, 27, 28, and 29 and the Common Areas of Saddle Ridge as Developer shall deem reasonably appropriate for the purpose of enhancing the fair market value and marketability of such above-enumerated Lots; provided, however, that no such Features shall result in a material reduction of the fair market value of any Residence which may exist at the time of the construction and installation of such Features or any other Lot without the prior written consent of the Owner of the affected Residence or Lot. Any Feature placed upon the Common Area shall thereafter be deemed to be a part of the Common Area for all purposes."

8. Section 4.04 of the Declaration is hereby amended to read as follows:

"Section 4.04. Building Completion. Unless a delay shall be caused by strikes, war, court injunction, or Acts of God, the exterior of any Residence which shall be constructed upon any Lot shall be completed within one (1) year following the date of commencement of the building process. Failure to complete such Residence within such one (1) year period shall not constitute a reversion of title; however, in the event that such construction shall not be completed within such year, then the Association shall have the right to compel such completion and to recover damages, if any, by reason of the failure of such Owner to complete such Residence, all as more particularly set forth in Section 14.03 hereof and in the By-Laws of the Association." ®

9. Section 6.04 of the Declaration is hereby amended to read as follows:

"Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until such time as the real estate covered by the Road and rights-of-way depicted in the Plat shall be conveyed by Developer to the Association. Such conveyance shall be made free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. Commencing as of the First Annual Meeting of the Association, the Association shall maintain the Roads in good condition satisfactory for the purposes for which they were constructed and the Maintenance Costs thereof shall be paid pro-rata by all Owners of Lots with a driveway entrance on a Road. Developer shall convey such real estate prior to

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or within sixty (60) days following the date of the First Annual Meeting of the Association."

10. Section 7.02 of the Declaration is hereby amended to read as follows:

"Section 7.02. Off-Site Sewage Disposal Systems. Upon conveyance by Developer of a Lot which is connected or intended to be connected to an off-site absorption field located on one of the Tracts, Developer shall be deemed to have conveyed to the grantee the exclusive right to the use of that Tract for such absorption field."

11. Section 7.03 of the Declaration is amended to substitute "Article XII" for "Article XIII" at the end thereof.

12. Section 8.01 of the Declaration is hereby amended to add the following:

"Developer shall have the continuing right to amend the Drainage Plan and Drainage Permits for the Subdivision, provided that any such changes shall be in accordance with such corrections and relocations of drainage and utility easements as are described in Section 4.01 hereinabove and that no such changes in the Drainage Plan or Drainage Permit shall be made by Developer with respect to any Lots not then owned by Developer unless such changes shall be approved by and consented to in writing by the Owner of the affected Lot."

13. Section 8.03 of the Declaration is hereby amended to read as follows:

"Section 8.03. Maintenance of the Drainage System. Except as set forth hereinbelow, Developer shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the First Annual Meeting of the Association. Commencing as of the First Annual Meeting of the Association, the Association shall thereafter maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-Rata. Each Owner shall at all times be individually liable for the cost of maintenance of any part of the Drainage System located entirely upon his Lot which is devoted exclusively to drainage of his Lot and any part of the drainage system of his Lot."

14. Section 9.02 of the Declaration is hereby amended to read as follows:

"Section 9.02. Maintenance. Except for the absorption fields located within the Tracts, the maintenance of which shall be the responsibility of certain Owners, as provided in Section 7.02 hereof, Developer shall maintain the Common

Area until the First Annual Meeting of the Association. As of the date of the First Annual Meeting of the Association, the Association shall commence maintenance of the Common Area and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which Residences have been constructed. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Common Area Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced."

15. Section 10.02 of the Declaration is hereby amended to read as follows:

"Section 10.02. Maintenance of Entry Way. Prior to the First Annual Meeting of the Association, Developer shall maintain the Entry Way. On and after said First Annual Meeting, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which construction of Residences shall have been commenced. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Entry Way Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated, or trimmed as reasonably required to maintain an attractive entrance to the Subdivision."

16. Section 11.01(a) of the Declaration is hereby amended by adding the following:

"Nothing contained herein shall restrict the right of Developer to correct or modify the Plat, the drainage plan, or the drainage permit for the Subdivision, as set forth in Sections 4.01 and 8.01 hereinabove."

17. Section 12.01 of the Declaration is hereby amended to include within the definition of "Assessments" such costs of maintenance or repair of a sewage disposal system as may be incurred by the Association pursuant to the exercise of its rights, powers, and privileges as described in Section 7.03 hereof.

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18. Article XIII of the Declaration is hereby amended to read as follows:

"ARTICLE XIII
Amendments and Revisions

Section 13.01. Amendments Before First Annual Meeting. Developer hereby reserves the right to unilaterally amend and revise the standards, covenants, and restrictions contained in this Declaration during the period prior to the First Annual Meeting of the Association. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across, or over any Lot which Developer shall have previously conveyed except with the consent of the Owner of such Lot. Developer shall not have the right or authority to amend this Declaration to include additional real estate as part of the Subdivision without the prior written consent of seventy-five percent (75%) of all Owners entitled to vote.

Section 13.02. Amendments After First Annual Meeting. At any time after the First Annual Meeting of the Association, provisions herein contained may be amended by a vote of not less than sixty percent (60%) in the aggregate of votes of all Owners. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of such Owner. The Association shall give notice in writing to Owners of any amendments in the same manner as shall be required for the amendment of the By-Laws. The Association shall not have the right at any time by amendment of this Declaration, or otherwise (i) to grant or establish any easement through, across, or over any Lot except with the consent of the Owner of such Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; or (iii) to amend Article VII without the consent of HHC."

19. Section 14.03 of the Declaration is hereby amended to read as follows:

"Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer, the Initial Board of Directors, and/or the Administrative and Architectural Review Committee

at any time prior to the First Annual Meeting of the Association (unless Developer shall have assigned or relinquished such authority and responsibility or assigned such authority and responsibility to a third party or the Association), or the Zoning Authority. On and after the First Annual Meeting, such rights and powers may not be exercised by the Initial Board of Directors or the Developer. Nothing contained herein shall be deemed to restrict the right of an individual Owner or group of Owners to act in their own behalf. Such enforcing parties may seek injunctive relief and/or damages; however, there shall be no rights of reversion or forfeiture of title resulting from any violations hereof. Notwithstanding the above, the Administrative and Architectural Review Committee shall retain the exclusive right to enforce the standards, covenants and restrictions set forth in Articles III and IV and Section 7.01(e) until the Developer shall no longer own any Lots."

Except as specifically set forth hereinabove, the terms, provisions, covenants, and conditions of the Declaration of Standards, Covenants and Restrictions for Saddle Ridge remain in full force and effect and unmodified.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Declaration of Standards, Covenants and Restrictions For Saddle Ridge to be executed as of the date first above written.

CROOKED STICK DEVELOPMENT
CORPORATION

Guernsey Van Riper, Jr.
Guernsey Van Riper, Jr.
President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the above and foregoing First Amendment of Declaration of Standards, Covenants and Restrictions for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 27 day of March, 1989.

Signature: Jane E. Harrison
(Notary Public)

Printed: Jane E. Harrison

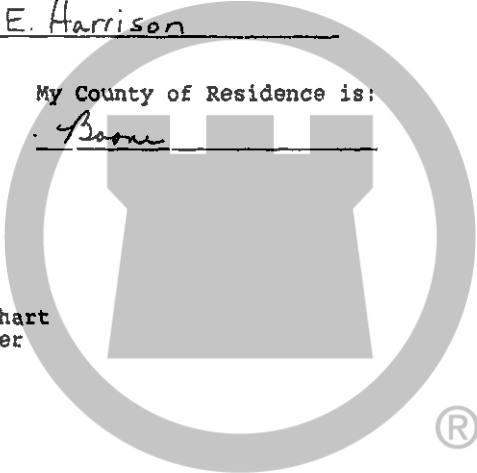
My Commission Expires:

June 21, 1989

My County of Residence is:

Bourne

This Instrument Prepared By:
Philip C. Thrasher
Krieg DeVault Alexander & Capehart
2800 Indiana National Bank Tower
One Indiana Square
Indianapolis, Indiana 46204
(317) 636-4341



CHICAGO TITLE

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RESTATED FIRST AMENDMENT OF
DECLARATION OF STANDARDS, COVENANTS
AND RESTRICTIONS FOR SADDLE RIDGE

THIS FIRST AMENDMENT, made as of this 23rd day of March, 1989, by CROOKED STICK DEVELOPMENT CORPORATION, an Indiana corporation having its principal offices at 1717 W. 86th Street, No. 190, Indianapolis, Indiana 46260 ("Developer"),

WITNESSETH THAT:

WHEREAS, Developer caused a certain Declaration of Standards, Covenants and Restrictions for Saddle Ridge to be executed on December 17, 1979 and recorded February 13, 1980 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 80-09482 ("Declaration");

WHEREAS, at Section 13.01 of said Declaration, Developer reserved the right to unilaterally amend and revise said Declaration during the period prior to the assignment of the responsibility for administration thereof to the Saddle Ridge Homeowners Association, Inc. ("Association"); and

WHEREAS, Developer has not assigned the responsibility for administration of the Declaration to the Association; and

WHEREAS, by Amendment recorded March 31, 1989, Developer amended such Declaration but such First Amended requires restatement to clarify certain ambiguities therein which are being clarified by this Restatement thereof;

WHEREAS, by Corporate Quitclaim Deed filed March 28, 1989, as Instrument No. 89-29296, Developer conveyed all of the real estate which was destined to be owned by the Association to the Association;

WHEREAS, the Saddle Ridge Homeowners Association, Inc., was incorporated on March 23, 1989, but has yet to hold its first meeting of directors;

WHEREAS, Developer desires to amend the Declaration in the manner set forth below;

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Wherever used in this Declaration, including subsection 1.02(m), the name of the "Planning Committee" is hereby changed to "Administrative and Architectural Review Committee."
2. Subsections 1.02(l) and 1.02(n) are hereby amended to read as follows:

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"(l) 'Owner' means all of the individuals, firms, partnerships, corporations, estates, trusts, or other legal entities who shall collectively hold legal and equitable title to a Lot. In the event that the equitable title to a Lot shall be conveyed, then the transferees thereof shall be deemed to be the 'Owner' at such time as they shall be entitled to possession of the Lot.

(n) 'Plat' means the Plat recorded February 13, 1980, as Instrument No. 80-09482, in the Office of the Recorder of Marion County, Indiana."

3. Developer shall have the right to create the Association by the adoption and filing of Articles of Incorporation and the subsequent adoption of By-Laws at the first meeting of the Initial Board of the Association at any time prior to December 31, 1989. At the option of Developer, Developer may defer until December 31, 1989, or may proceed on any prior date Developer in its discretion may determine with the (a) assignment of responsibility for administration of the Association and administration of the standards, covenants and restrictions contained in the Declaration; (b) conveyance of Common Area to the Association; (c) construction and maintenance of the private Roads, maintenance of the Drainage System, maintenance of the Common Area, and maintenance of the Entry Way; and (d) calculation and collection of Assessments, all as defined in the Declaration.

4. Article III of the Declaration is amended to read as follows:

"ARTICLE III
Administration of Saddle Ridge

Section 3.01. Administration. Administration of Saddle Ridge shall be performed by Developer in good faith until the appointment by Developer of the Initial Board of Directors of the Association. After such appointment, administration of the Association shall be conducted in good faith by the Initial Board of Directors until a replacement Board of Directors shall be elected by the Members of the Association at a meeting duly constituted for such purpose. Developer shall create the Association and appoint the Initial Board of Directors on or before October 1, 1989. In addition, Developer shall assign to the Association the rights, powers, duties, and privileges associated with management of the Association, except as set forth herein, on or before December 31, 1989. Developer shall cause the first meeting of the Members of the Association for purposes of electing a replacement Board of Directors to be held no later than but in Developer's discretion at any time prior to sixty (60) days

following the date of conveyance of a total of twenty-three (23) lots in Saddle Ridge to persons other than Developer. Such meeting shall be known as the "First Annual Meeting" of the Association.

Section 3.02. Enforcement; Administrative and Architectural Review Committee.

(a) The Administrative and Architectural Review Committee shall be exclusively responsible for the enforcement of the standards, covenants, and restrictions contained herein, and the performance of such other duties as may be set forth in the Articles of Incorporation, By-Laws, or resolutions of the Association. The Administrative and Architectural Review Committee shall consist of three (3) or fewer persons appointed by Developer, except that as of the date upon which Developer shall no longer own any of the Lots in Saddle Ridge, the power and authority to appoint such members of the Administrative and Architectural Review Committee shall immediately pass to the Board of Directors of the Association. Developer shall notify the Association in writing of the date upon which it no longer owns any Lots in Saddle Ridge.

(b) Prior to the commencement of construction of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including the construction of swimming pools and fences more than six (6) feet in height, a Lot Development Plan, including complete house building plans, shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days following the receipt thereof. In the event the Administrative and Architectural Review Committee shall fail to approve or disapprove such Lot Development Plan within fifteen (15) days following receipt thereof, such failure shall be deemed to be approval."

5. Section 4.01 is hereby amended by adding the following provisions:

"Developer shall retain the right to modify the Plat by correction or any other legal means filed with the Recorder of Marion County, Indiana, provided that such changes, modifications, or corrections shall be limited to the relocation of drainage and utility easements within Lots; provided, however, that no such correction shall be made by Developer with respect to

any Lots not then owned by Developer unless such correction shall be consented to and approved in writing by the Owner of the affected Lot."

6. Section 4.02 of the Declaration is hereby amended to read as follows:

"4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not fewer than 2,500 square feet, if a one-story structure, or a ground floor area of not fewer than 1,500 square feet, if a structure of more than one story. In no event shall any Residence have a total floor area of fewer than 2,500 square feet."

7. A new Section 4.09 is hereby added to the Declaration as follows:

"Section 4.09. Landscaping Features. Notwithstanding anything in the Plat of Saddle Ridge, the Declaration, or the Articles of Incorporation or By-Laws of the Association to the contrary, Developer hereby retains the right to construct and install such miscellaneous decorative walls, fences, gates, trees, shrubs, and other landscaping features ("Features") on one or more of Lots 7, 8, 9, 10, 11, 24, 26, 27, 28, and 29 and the Common Areas of Saddle Ridge as Developer shall deem reasonably appropriate for the purpose of enhancing the fair market value and marketability of such above-mentioned Lots; provided, however, that no such market value of any Residence which may exist at the time of the construction and installation of such Features or any other Lot without the prior written consent of the Owner of the affected Residence or Lot. Any Feature placed upon the Common Area shall thereafter be deemed to be a part of the Common Area for all purposes."

8. Section 4.04 of the Declaration is hereby amended to read as follows:

"Section 4.04. Building Completion. Unless a delay shall be caused by strikes, war, court injunction, or Acts of God, insolvency of the contractor, the exterior of any Residence which shall be constructed upon any Lot shall be completed within one (1) year following the date of commencement of the building process. Failure to complete such Residence within such one (1) year period shall not constitute a reversion of title; however, in the event that such construction shall not be completed within such year, then the Association shall have the right to compel such

completion and to recover damages, if any, by reason of the failure of such Owner to complete such Residence, all as more particularly set forth in Section 14.03 hereof and in the By-Laws of the Association."

9. Section 6.04 of the Declaration is hereby amended to read as follows:

"Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until such time as the real estate covered by the Road and rights-of-way depicted in the Plat shall be conveyed by Developer to the Association. Such conveyance shall be made free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. Commencing as of the First Annual Meeting of the Association, the Association shall maintain the Roads in good condition satisfactory for the purposes for which they were constructed and the Maintenance Costs hereof shall be paid pro-rata by all Owners of Lots with a driveway entrance on a Road. Developer shall convey such real estate prior to or within sixty (60) days following the date of the First Annual Meeting of the Association."

10. Section 7.02 of the Declaration is hereby amended to read as follows:

"Section 7.02. Off-site Sewage Disposal Systems. Upon conveyance by Developer of a Lot which is connected or intended to be connected to an off-site absorption field located on one of the Tracts, Developer shall be deemed to have conveyed to the grantee the exclusive right to the use of that Tract for such absorption field."

11. Section 7.03 of the Declaration is amended to substitute "Article XII" for "Article XIII" at the end thereof.

12. Section 8.01 of the Declaration is hereby amended to add the following:

"Developer shall have the continuing right to amend the Drainage Plan and Drainage Permits for the Subdivision, provided that any such changes shall be in accordance with such corrections and relocations of drainage and utility easements as are described in Section 4.01 hereinabove and that no such changes in the Drainage Plan or Drainage Permit shall be made by Developer with respect to any Lots not then owned by Developer unless such changes shall be approved by and consented to in writing by the Owner of the affected Lot."

13. Section 8.03 of the Declaration is hereby amended to read as follows:

"Section 8.03. Maintenance of the Drainage System. Except as set forth hereinbelow, Developer shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the First Annual Meeting of the Association. Commencing as of the First Annual Meeting of the Association, the Association shall thereafter maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-Rata. Each Owner shall at all times be individually liable for the cost of maintenance of any part of the Drainage System located entirely upon his Lot which is devoted exclusively to drainage of his Lot and any part of the drainage system of his Lot."

14. Section 9.02 of the Declaration is hereby amended to read as follows:

"Section 9.02. Maintenance. Except for the absorption fields located within the Tracts, the maintenance of which shall be the responsibility of certain Owners, as provided in Section 7.02 hereof, Developer shall maintain the Common Area until the First Annual Meeting of the Association. As of the date of the First Annual Meeting of the Association, the Association shall commence maintenance of the Common Area and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which Residences have been constructed. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Common Area Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced."

15. Section 10.02 of the Declaration is hereby amended to read as follows:

"Section 10.02. Maintenance of Entry Way. Prior to the First Annual Meeting of the Association, Developer shall maintain the Entry Way. On and after said First Annual Meeting, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which construction of Residences shall have been commenced. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Entry Way Maintenance Cost

reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated, or trimmed as reasonably required to maintain an attractive entrance to the Subdivision.

16. Section 11.01(a) of the Declaration is hereby amended by adding the following:

"Nothing contained herein shall restrict the right of Developer to correct or modify the Plat, the drainage plan, or the drainage permit for the Subdivision, as set forth in Sections 4.01 and 8.01 hereinabove."

17. Section 12.01 of the Declaration is hereby amended to include within the definition of "Assessments" such costs of maintenance or repair of a sewage disposal system as may be incurred by the Association pursuant to the exercise of its rights, powers, and privileges as described in Section 7.03 hereof.

18. Article XIII of the Declaration is hereby amended to read as follows:

"ARTICLE XIII
Amendments and Revisions

Section 13.01. Amendments Before First Annual Meeting. Developer hereby reserves the right to unilaterally amend and revise the standards, covenants, and restrictions contained in this Declaration during the period prior to the First Annual Meeting of the Association. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across, or over any Lot which Developer shall have previously conveyed except with the consent of the Owner of such Lot. Developer shall not have the right or authority to amend this Declaration to include additional real estate as part of the Subdivision without the prior written consent of seventy-five percent (75%) of all Owners entitled to vote.

Section 13.02. Amendments After First Annual Meeting. At any time after the First Annual Meeting of the Association, provisions herein contained may be amended by a vote of not less than sixty percent (60%) in the aggregate of votes of all Owners. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of such Owner. The Association shall give notice in writing to Owners of any amendments in the same manner as shall be required for the amendment of the By-Laws. The Association shall not have the right at any time by amendment of this Declaration, or otherwise (i) to grant or establish any easement through, across, or over any Lot except with the consent of the Owner of such Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; or (iii) to amend Article VII without the consent of HHC."

19. Section 14.03 of the Declaration is hereby amended to read as follows:

"Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer, the Initial Board of Directors, and/or the Administrative and Architectural Review Committee at any time prior to the First Annual Meeting of the Association (unless Developer shall have assigned or relinquished such authority and responsibility or assigned such authority and responsibility to a third party or the Association), or the Zoning Authority. On and after the First Annual Meeting, such rights and powers may not be exercised by the Initial Board of Directors or the Developer. Nothing contained herein shall be deemed to restrict the right of an individual Owner or group of Owners to act in their own behalf. Such enforcing parties may seek injunctive relief and/or damages; however, there shall be no rights of reversion or forfeiture of title resulting from any violations hereof. Notwithstanding the above, the Administrative and Architectural Review Committee shall retain the exclusive right to enforce the standards, covenants and restrictions set forth in Articles III and IV and Section 7.01(e) until the Developer shall no longer own any Lots."

Except as specifically set forth hereinabove, the terms, provisions, covenants, and conditions of the Declaration of Standards, Covenants and Restrictions for Saddle Ridge remain in full force and effect and unmodified.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Declaration of Standards, Covenants and Restrictions For Saddle Ridge to be executed as of the date first above written.

CROOKED STICK DEVELOPMENT CORPORATION

By: Guernsey Van Riper, Jr.
Guernsey Van Riper, Jr.,
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the above and foregoing First Amendment of Declaration of Standards, Covenants and Restrictions for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 1 day of SEPTEMBER, 1989.

Signature: Angela N. Nefause
(Notary Public)

Printed: ANGELAN N. NEFAUSE

My Commission Expires:

August 20, 1993

My County of Residence is:

MARION

This Instrument Prepared By:
William F. Landers
Baker & Daniels
300 North Meridian Street
Suite 2700
Indianapolis, Indiana 46204
(317) 237-0300

890088588

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Cross Reference: Instrument Nos. 80-09482 and 89-88588

**SECOND AMENDMENT OF DECLARATION OF STANDARDS,
COVENANTS AND RESTRICTIONS FOR SADDLE RIDGE**

THIS AMENDMENT, is entered this 3 day of October 2006, amending the Declaration of Standards, Covenants and Restrictions for Saddle Ridge ("Declaration") recorded as instrument No. 80-9482 and the Restated First Amendment of Declaration of Standard, Covenants and Restrictions for Saddle Ridge ("Amended Declaration") recorded as Instrument No. 89-88588, both in the office of the Recorder of Marion county, Indiana:

WITNESSETH:

WHEREAS, the Declarant, Saddle Ridge Homeowners' Association ("HOA") desires to amend certain provisions in the Declarations and Amended Declaration for the benefit of all of the lot owners; and

WHEREAS, at least 60% of all the lot owners in Saddle Ridge ("Development") have voted to further amend the Declaration and the Amended Declaration,

NOW THEREFORE, Declarant hereby amends such language as follows:

1. Sections 3.02 (b) shall read as follows: Prior to the commencement of constructions of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including in ground swimming pools, tennis courts, fences more than six (6) feet in height (as allowed in section 4.12), a Lot Development Plan, including complete house building plans, complete landscaping plans, and complete sidewalk, driveway, porches and deck plans shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within (15) days following the receipt thereof. In the event the Administrative and Architectural Review committee shall fail to approve or disapprove such Lot Development plan within (15) days following receipt thereof, such failure shall be deemed to be approval.
2. Section 3.02(c) is hereby added as follows: Only custom builders, as defined by local custom and practice, shall be allowed to construct in the Development and such builder's name and address shall be submitted along with the Lot Development Plan to the Administrative and Architectural Review Committee.
3. Section 4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a usable ground floor area of not fewer than 2,600 square feet for a one-story structure (main floor at or above ground level), or a usable ground floor area of not fewer than 1,600 square feet for a structure of more than one-story (main floor is the first floor with other stories above the main

floor). In no event shall any residence have a total usable square footage area of fewer than 2,600 square feet.

4. **Section 4.04 Building Completion.** Shall be expanded to add the following language: Building completion shall include landscaping, drives, walk ways and all of the exterior of a finished house and lot appear completed and ready for occupancy and use.
5. **Section 1.02(i)** shall include a new subparagraph (vi): material plans shall include exterior finish, i.e. brick, stone, and exterior paint selection.
6. **Section 4.10 Exterior Finish of Buildings** is hereby added as follows: No residence shall be constructed with less than fifty percent (50%) of all elevations with brick or stone, exclusive of windows and doors. The remainder of the residence shall consist of wood siding. No vinyl siding, pressed wood or aluminum siding shall be allowed.
7. **Section 4.11 Bond for Damage** is hereby added as follows: Prior to construction of a residence, the builder shall post a bond in an amount to be determined by the HOA to ensure that any repairs to damaged roadways, common areas or adjacent property shall be completed.
8. **Section 4.12 Fences** is hereby added as follows: Except around a in ground pool or tennis court, no fence may be constructed on any lot. All fencing for pets shall be invisible and buried underground.
9. **Section 5.09 Maintenance of Lots and Improvements** is hereby added as follows: The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:
 - (i) Mow the lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
 - (ii) Remove all debris or rubbish.
 - (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
 - (iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event the owner violates the maintenance provision above, the Owner may be fined the sum of \$100.00 after thirty (30) days notice by the HOA. If the HOA elects to provide the necessary maintenance, then the Owner must pay two (2) times the amount of the cost of such maintenance to the HOA.

10. Section 6.05 Parking Prohibition is amended to add the following sentence: No Owner shall operate a home occupation which results in additional parking and traffic in the development and/or allows parking on the roads or rights of way in the Development.

EXECUTED on the day and date first written above.

SADDLE RIDGE HOMEOWNERS ASSOCIATION

By: Andrea Kriech
President

Printed: Andrea Kriech

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and state, personally appeared Andrea Kriech, President of Saddle Ridge Homeowners Association, who acknowledged the execution of the foregoing Second Amendment to Declaration of Standards, Covenants and Restrictions for and on behalf of that corporation.

Witness my hand and seal this 3rd day of October, 2006.

My Commission Expires: Nov. 7, 2009 Carolyn K Clark
Signature

My Commission Expires: Nov. 7, 2009 CARALYN K CLARK
Printed

CARALYN K. CLARK
Notary Public, State of Indiana
Marion County
My Commission Exp. Nov. 7, 2009

NOTARY PUBLIC

This instrument was prepared by Stephen D. Mears, Attorney at Law,
8395Keystone Crossing, Suite 104, Indianapolis, Indiana 46820

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Andrea Kriech

80 09432

9,00

Saddles Ridge

Plot + declaration of other standard
conventions and restrictions of said
saddles ridge

S W 1/4 of Sec. 17 Twp. 17
N. of R. 2 E. in Madison
County

Paul Crisp

842-6777



CHICAGO ILL



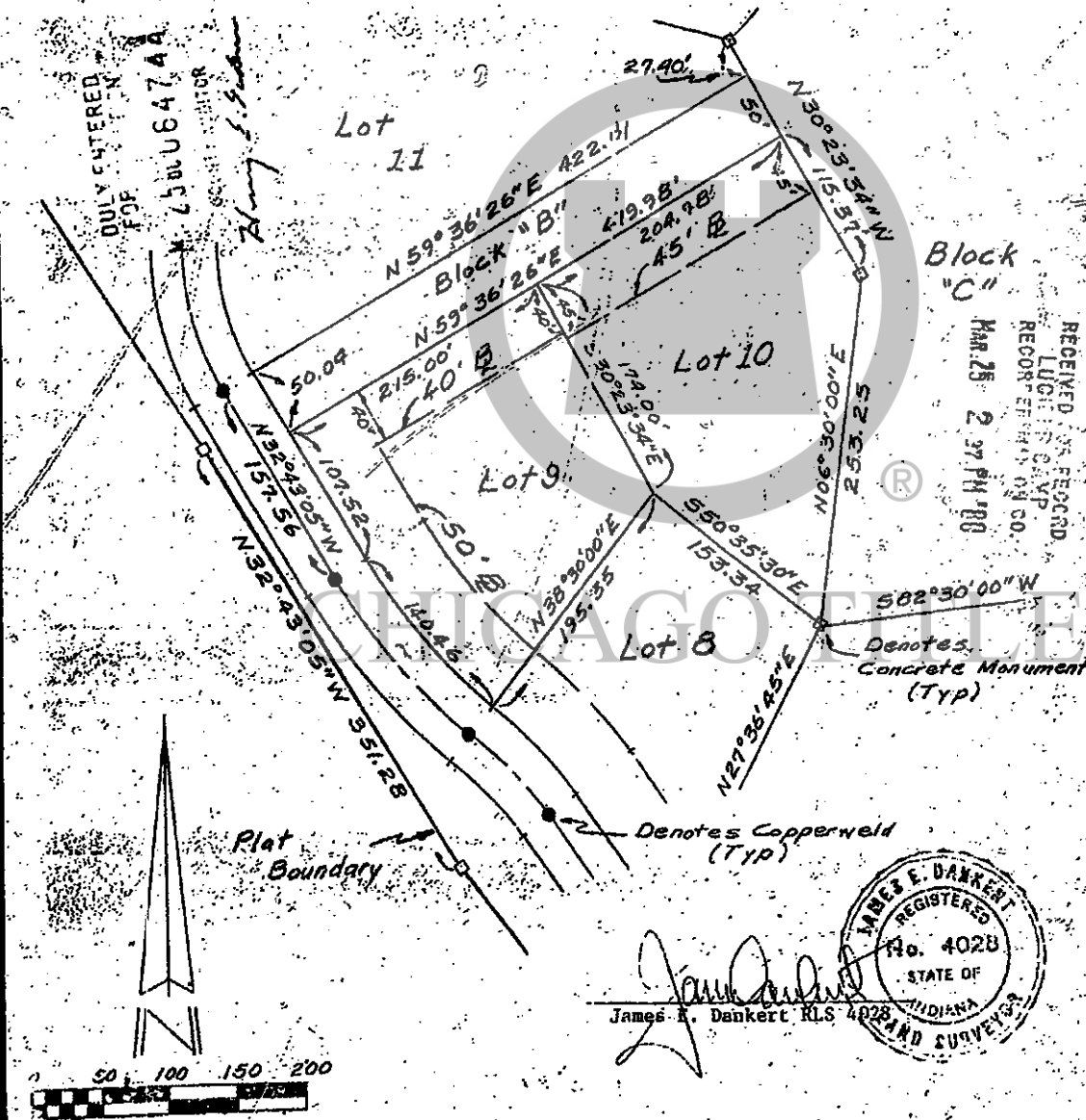
PAUL I. CRIFE, INC. / 7172 Graham Road / Indianapolis, Indiana 46250 / (317) 842-6777

March 20, 1980

PIG Job #: 78313-00000

CORRECTION CERTIFICATE
applicable to
"Record Plat of Saddle Ridge"

I, the undersigned, hereby certify that the "Record Plat of Saddle Ridge" was prepared under my direct supervision and was subsequently recorded on February 13, 1980 as Instrument 80-09482 in the Office of the Recorder of Marion County, Indiana. I further certify that the location of building lines along the Northwest sides of Lot 9 and Lot 10 were by error omitted from said "Plat." A 40 foot building line along the Northwest side of Lot 9, and a 45 foot building line along the Northwest side of Lot 10 are correct and are illustrated hereon.



RECEIVED
LUCAS CAMP
RECORDER OF CO.
MAR 25 2 37 PM '80

James E. Dankert RLS 4028

