PLAT COVENANTS AND RESTRICTIONS OF SADDLEBROOK NORTH, SECTION 1

The undersigned, Land Innovators Company, an Indiana Limited Partnership (the "Developer"), owner of the real estate shown and described in the Plat of this Subdivision (the "Real Estate") hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with the Plat. This Plat of subdivision shall be known and designated as Saddlebrook North, Section 1, an addition in Marion County, Indiana, containing 52 lots, consisting of Lots 1 through 52 inclusive.

In order to provide adequate protection to all present and future Owners of Lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage and Utility Easements" (D & UE), either separately or in combination. The Easements identified on the Plat are hereby created and reserved for the use of all public utility companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, wires, cables, and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved: (1) for the use of the Developer, and its successors and assigns during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, (2) by the City of Indianapolis for underground installations for the Real Estate and adjoining property, and (3) for the Department of Public Works of the City of Indianapolis, and its contractors, successors and assigns, for access to, maintenance, repair and replacement of such drainage system.

Additional easement rights are created, even if not specifically identified in the Plat, for any entity for whose use a Utility Easement or Drainage Easement is created and reserved, in order to access such easement. To go on any Lot temporarily, to the extent reasonably necessary for the exercise of the rights granted to it by the Easements.

The owner of any Lot in this Subdivision which is subject to a Drainage Easement shall be required to keep the Drainage Easement portion of the Lot free from obstructions so that the surface water drainage will not be disrupted. No permanent structures or fences shall be erected or maintained upon said easements. The Lot Owners shall take and hold title to the Lots subject to the Utility Easements and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of each Lot to comply with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Lot Owner in the Subdivision, on which any part of an open drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

3. DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

4. LOCATION, MINIMUM LIVING AREA, AND DENSITY OF RESIDENCES. The Real Estate, and all construction thereon and all use thereof, will conform to the D-3 classification of the Zoning Ordinance of Marion County, Indiana (Zoning Ordinance), except for any variance in dimensional standards granted and except as upgraded by any provision of these Plat Covenants or the Declaration of Covenants and Restrictions to be filed for Saddlebrook North. Set back lines shall meet the requirements for classification D-3 of the Zoning Ordinance, as amended from time to time, except as otherwise depicted on the plat.

Every dwelling shall have a minimum total floor area of One Thousand Two Hundred (1,200) square feet, exclusive of garage.

5. TRAILERS, SHEDS, OR STABLES. No mobile, travel or recreational trailer, shall be allowed on any Lot at any time as a permanent residence, unless such trailer is owned by the builder during construction, and removed not later than thirty (30) days after the completion of the construction of the structure.

6. LOTS, BUILDINGS, OR MACHINERY FOR長期 STORAGE. No junkyard, junk pile, or storage yard for long-term storage shall exist on any Lot.

7. MAINTENANCE OF PROPERTY. All Lots and improvements thereon shall be kept clean and maintained thereon in a neat and orderly manner, at the owner's expense, and removed in the event the owner no longer occupies the Lot.

8. SINKING FUND. There shall be a sinking fund established and maintained, the principal of which shall at all times be at least equal to the amount required to provide for the costs, charges, damages and expenses incurred in the maintenance, repair or replacement of any drainage system. The amount so required shall be added to the assessment roll and collected as a special assessment on said Lots.

9. ADEQUATE SUPPLY AND DISTRIBUTION OF WATER. A sufficient supply of water shall be provided for the Subdivision, and the said supply shall be protected from pollution and contamination.

10. SOLID WASTE DISPOSAL. No open storage of garbage or other solid waste shall be permitted on any Lot.

11. ADDITIONAL COVENANTS AND RESTRICTIONS. No structure, other than residences, shall be constructed on any Lot, except at the expense of the Owners of such Lots. All additional covenants and restrictions shall be as herein set forth, or as amended from time to time, in accordance with the approval of the committee and the Board of Directors of the Homeowner's Association.
Additional easement rights are created, even if not specifically identified in the Plat, for any entity for whose use a Utility Easement or Drainage Easement is created and, in order to access such easement, to the extent reasonably necessary for the exercise of the rights granted to it by the Easements.

The owner of any Lot in this Subdivision which is subject to a Drainage Easement shall be required to keep the Drainage Easement portion of the Lot free from obstructions so that the surface water drainage will be unimpaired. No permanent structures or fences shall be erected or maintained upon said easements. The Lot Owners shall take and hold title to the Lots subject to the Utility Easements and Drainage Easements herein created and reserved.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any Lot to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Lot Owner in the Subdivision, on which any part of an open drainage ditch or swale is situated, to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

DEDICATION OF STREETS. The rights-of-way of the streets are shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

4. LOCATION, MINIMUM LIVING AREA, AND DENSITY OF RESIDENCES. The Real Estate, and all construction thereon and all use thereof, will conform to the D-3 classification of the Decatur County Zoning Ordinance of Decatur County, Indiana (Zoning Ordinance), except for any variance in dimensional standards granted and except as upgraded by any provision of these Plat Covenants or the Declaration of Covenants and Restrictions to be filed for D-3 North. Set back lines shall meet the requirements for classification D-3 of the Zoning Ordinance, as amended from time to time, except as otherwise depicted on the plat.

Every dwelling shall have a minimum total floor area of One Thousand Two Hundred (1,200) square feet, exclusive of garage, basement and open porches. A dwelling which is larger than one story shall have a minimum of Eight Hundred (800) square feet on the first floor, exclusive of garage, basement and open porches.

No part of any structure (except an open porch or eave or cornice overhang not exceeding two feet) shall be built closer than twenty-five feet from any existing right of way line of any public highway or cul-de-sac. Each lot shall maintain a minimum lot depth of twenty (20) feet. Each lot shall maintain a minimum of six (6) feet on each side of the property line.

5. GARAGES. All residences are required to have an attached garage which will accommodate either one (1) or two (2) automobiles.

6. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a Lot other than the existing driveway.

7. LIMITATION ON VEHICLES. No inoperative or unlicensed vehicle shall be parked or repaired anywhere on the Subdivision, including on any Lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or other vehicle shall be parked in the Subdivision, including on any Lot or on the driveway thereof, except:

a. Personal automobiles, vans and pickup trucks (not larger than 3/4 ton) may, subject to rules and regulations to be established in the Declaration of Covenants or by the Board of Directors, be parked on a private driveway or on the public street;

b. A camper, trailer, mobile home, or boat may be stored in an enclosed garage of average residential proportions.

8. RESIDENTIAL USE ONLY. All Lots in this Subdivision shall be used solely for residential purposes, except for model homes used during the sole and development of this Subdivision. No residence shall be erected, placed, or permitted to remain on any Lot herein, other than one detached single-family residence not to exceed two and one-half stories in height. Any attached garage, tool shed, storage building or any other attached dwelling, erected or used as an accessory to a residence, shall be approved in advance by the Developer and shall conform to the general architecture and appearance of the

...
9. TEMPORARY RESIDENCES PROHIBITED. No tent, boat, trailer, shack, garage or outbuilding may be used at any time as a residence, temporary or permanent, and no residence may be occupied until substantial completion. No structure of a temporary character may be constructed or maintained upon any Lot, except a structure used by a builder during the construction of a residence, with the written approval of the Developer, which temporary construction structure shall be promptly removed upon completion of construction of the residence.

10. LIMITATIONS REGARDING TRASH. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. Garbage and trash shall be kept in approved containers, kept in a clean and sanitary condition, and kept in a location which is not visible from the street, except on collection day.

11. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL. No structure or improvement, including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios and permanent structures for sports and recreation, shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by as the Architectural and Environmental Control Committee (Committee), according to the form and as shown to the satisfaction of the Committee. The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

(a) The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Developer, until the first to occur of the following:

(1) the day after the Developer transfers title to the last Lot of Saddlebrook North Section 1 and any other Sections of Saddlebrook North which may be platted, or

(2) 30 days after the Developer notifies the lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. During the time that the Developer has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of any application be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Saddlebrook North Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Committee.

(d) In the event that no Homeowners Association has been formed, the Lot Owners shall meet to elect the members to serve on the Architectural and Environmental Control Committee, and the Committee will call yearly meetings thereafter for the election of a new member, who shall serve a three (3) year term.

(e) The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee, it shall be deemed that the Committee has approved the presented plan.

(f) The Committee and/or the Board of Directors of the Homeowners Association shall have the
(1) The day after the Developer transfers title to the last Lot of Saddlebrook North Section 1 and any other Sections of Saddlebrook North which may be platted, or

(2) 30 days after Developer notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

UNTIL SUCH TIME, THE DEVELOPER SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. During the time that the Developer has Architectural Control, a majority of the Committee members may be entitled to a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

(b) Under no circumstances shall approval of the Architectural and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

(c) Within thirty days after the Developer notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Saddlebrook North Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Committee.

(d) In the event that no Homeowners Association has been formed, the Lot Owners shall meet to elect the members to serve on the Architectural and Environmental Control Committee, and the Committee will call yearly meetings thereafter for the election of new members, who shall each serve a three (3) year term.

(e) The Committee’s approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee, it shall be deemed that the Committee has approved the presented plan.

(f) The Committee and/or the Board of Directors of the Homeowners Association shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs.

(g) The Committee’s approval, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision and the other Lot owners.

(i) Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

12. INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of any intersection unless the foliage line is maintained at sufficient minimum or maximum height to prevent obstruction of the sight line.
13. SIGN LIMITATIONS. No sign of any kind shall be displayed to the public view on any Lot, except that:

(a) Owners may display, on their Lot, one sign of not more than six (6) square feet for the purpose of advertising the property for sale or rent, and

(b) The Developer and Builders may use larger signs during the sale and development of this subdivision.

14. PERMITTED ANIMALS. 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 they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be controlled by the owner’s premises. The Board of Directors of the Homeowners Association may establish such other rules and regulations regarding pets, as it deems appropriate.

15. NUISANCES. No noxious or offensive trade or activity shall be permitted on any Lot or elsewhere within this Subdivision nor shall anything be done which may become a nuisance, annoyance or health or safety risk to other Owners.

16. RETENTION LAKES. One or more water retention areas, “Retention Lakes” or “Lake”, may appear on the Plat for this Subdivision. Such Retention Lakes shall be for the purpose of accepting and storing storm water and drainage from the Real Estate and its surrounding areas. In either the Developer nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas. The level of water in the Retention Lakes shall largely result from weather conditions and changes. The Retention Lakes shall be titled in the Association’s name. The Association shall be obligated to maintain any such Lake and shall control access and recreational use thereof. Easements shall be provided around these Lake(s) for ingress and egress for inspection and maintenance by the Association and for inspection by the Department of Public Works.

The Developer acknowledges that Guion Creek adjoins the Subdivision and is subject to the jurisdiction (including maintenance) of the Department of Public Works. Signage, maintenance of this Creek could adversely impact the Lots adjacent to this Creek, the drainage easement shall also permit access by the Association, with the advance written permission of the Department of Public Works, to intervene in the maintenance of all or any portion of the Creek within Saddlebrook North.

17. LIMITATION ON TIME TO BUILD. Any party other than the Developer who secures title to a Lot in this Subdivision agrees to complete construction of a single family residence within one (1) year from the date construction commences on said Lot. Failure to honor this requirement shall give the Developer an Option to Purchase said Lot and any improvements thereon for cash at an appraiser’s written notice, as hereinafter detailed, exercisable by written notice (the “written notice”), at any time after the expiration of the foregoing one (1) year period. After the written notice is received by the Lot Owner, the Lot Owner shall not be entitled to reimbursement or credit for further improvements to the Lot.

If the Lot Owner and the Developer are unable to agree upon a price for the Lot and improvements within ten days of the date of written notice from the Developer, the Lot Owner and the Developer agree to submit the question of value to an independent appraiser and be bound by same as follows:

(a) An appraiser appointed by the Lot Owner and an appraiser appointed by the Developer shall select an independent, qualified appraiser, who shall determine the value of the Lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice, and the appraiser appointed by the parties shall have five days to select the appraiser who will perform the appraisal.

(b) The appraisal shall be completed within twenty-five (25) days of the date of selection, and a copy of the appraiser’s written report shall be furnished to each of the parties within five (5) days thereafter. Each party shall pay one-half (1/2) of the cost of this appraiser and shall be...
The Developer acknowledges that Guion Creek adjoins the Subdivision and is subject to the jurisdiction (including maintenance) of the Department of Public Works. Since maintenance of this Creek could adversely impact the Lots adjacent to this Creek, the drainage easement shall also be erected by the Association, with the advance written permission of the Department of Public Works, to intervene in the maintenance of all or any portion of the Creek within Saddletree North.

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If the Lot Owner and the Developer are unable to agree upon a price for the Lot and improvements within ten days of the date of written notice from the Developer, the Lot Owner and the Developer agree to submit the question of value to an independent appraiser and be bound by same as follows:

(a) An appraiser appointed by the Lot Owner and an appraiser appointed by the Developer shall select an independent, qualified appraiser, who shall determine the value of the Lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice, and the appraisers appointed by the parties shall have five days to select the appraiser who will perform the appraisal.

(b) The appraisal shall be completed within twenty-five (25) days of the date of selection, and a copy of the appraiser's written report shall be furnished to each of the parties within five (5) days thereafter. Each party shall pay one-half (1/2) of the cost of this appraisal and shall be conclusively bound by the appraiser's determination.

(c) The purchase price shall be the value established by the appraiser. The Developer shall make payment in cash to the Lot Owner within fifteen (15) days of the date of receipt of the appraisal report, in exchange for a warranty deed and a lien waiver from any contractor, subcontractor or other party who has furnished materials or performed work upon the property within the past ninety (90) days in the event that any party fails to perform within the time permitted herein, a Judge of the Marion County Superior Court may appoint a Commissioner to act on said person's behalf and shall obtain jurisdiction to supervise the timely and equitable completion of this purchase.

18. FUEL STORAGE TANKS PROHIBITION. No fuel storage tanks shall be permitted on the Property, except during the initial construction of any home, and then only with the express written consent of the Developer.

19. GRASS SEEDING AND/OR SODDING. The general contractor is building a residence on any Lot, he may put an notice of the obligation to sod and/or hydrosod the front yard of each residence, to be completed on or before the transfer of title of said Lot to the first occupant of such residence. Any exceptions as to method or timing of front yard treatment must be approved by the Developer in writing prior to closing.

20. ABOVE GROUND POOLS PROHIBITED. Only in-ground pools will be permitted.
21. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof. After the first five years, seventy percent (70%) of the Lot owners may amend these covenants in whole or in part. After said 20 years, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such period, a majority of the Lot owners of the Lots in the Subdivision, by a vote of the owners, shall terminate in whole or in part, provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the Lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

22. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for an action against the person or entity violating or threatening to violate any such covenants or restrictions by the Developer, any person or entity having any right, title, interest or easement in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot in the Subdivision and all persons or entities claiming under them. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person or entity, for enforcing or failing to enforce any covenants or restrictions.

23. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one or combination of the Restrictions.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Dwelling District Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

25. DECLARATION. A Declaration of Covenants and Restrictions of Saddlebrook North and establishing the rights and obligations of the Saddlebrook North Homeowners Association, Inc. (Declaration) will be executed and recorded after the recording of this plat in the office of the Recorder of Marion County, Indiana. Every Owner of a Lot in Saddlebrook North will automatically be and become a member of the Saddlebrook North Homeowners Association. Every Owner will be required to pay all temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail.

IN WITNESS WHEREOF, Land Innovators Company, an Indiana Limited Partnership, being duly authorized as the sole owner of the Real Estate, has hereunto executed these Plat Covenants and Restrictions as of the 6th day of MARCH, 1995.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership
23. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one or combination of the Restrictions.

24. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

25. DECLARATION. A Declaration of Covenants and Restrictions of Saddlebrook North and establishing the rights and obligations of the Saddlebrook North Homeowners Association, Inc. (Declaration) will be executed and recorded after the recording of this plat in the office of the Recorder of Marion County, Indiana. Every Owner of a Lot in Saddlebrook North will automatically be and become a member of the Saddlebrook North Homeowners Association. Every Owner will be required to pay all temporary assessments in the event that the annual assessment is not timely established. All unpaid assessments will become a lien on the Owner's Lot, which may be foreclosed pursuant to the procedures established in the Declaration. No Owner may exempt himself or herself from the obligation to pay assessments by abandoning the Lot, the common areas or otherwise. If a conflict exists between the covenants contained in this Plat and those of the Declaration, the covenants in the Declaration shall prevail.

IN WITNESS WHEREOF, Land Innovators Company, an Indiana Limited Partnership, being duly authorized as the sole owner of the Real Estate, has hereunto executed these Plat Covenants and Restrictions as of the 8th day of March, 1995.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

By: ____________________________
R.N. Thompson, General Partner

STATE OF INDIANA )
COUNTY OF MARION ) SS:

Before me, a Notary Public, personally appeared R.N. Thompson, General Partner of Land Innovators Company, a Limited Partnership organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing Plat Covenants and Restrictions for and on behalf of said Limited Partnership, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of March, 1995.

Judy K. Kiemeier
Notary Public

My Commission Expires: April 8, 1998

My County of Residence: Marion

95-P-1

This instrument was prepared by William T. Rosenbaum, Attorney of
1901 Broad Ripple Avenue, Indianapolis, IN 46220, (317) 255-6600.

Evergreen Planners, Inc.
234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 317/353-6161