

650

E - R... ..

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
COVENTRY RIDGE
Section Three

THIS FIRST AMENDMENT to that certain Declaration of Covenants and Restrictions for Coventry Ridge - Section Three (the "Declaration") is executed this 13th day of April, 1988, by Coventry Ridge, Ltd., an Indiana limited partnership ("Declarant"), who by the execution hereof declares that:

1. Recitals. The following facts are true:

(a) The Declaration was recorded in the Office of the Recorder of Boone County, Indiana, on May 15, 1987, in Miscellaneous Record 103, pages 842 - 855 as Instrument No. 3448.

(b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 32 thereof.

(c) As a result of a scrivener's error, the legal description attached as Exhibit A to the Declaration described the land in Section Two of Coventry Ridge rather than Section Three thereof.

2. Amendment. The Declaration is amended by deleting Exhibit A attached thereto and substituting therefor Exhibit A attached to this First Amendment.

3. Effective Date. The foregoing amendment shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Boone County, Indiana

IN WITNESS WHEREOF, This First Amendment has been executed as of the date first above written.

COVENTRY RIDGE, LTD.

By Tom Charles Huston
Tom Charles Huston
Assistant General Manager

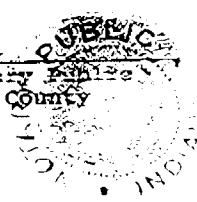
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

REC'D
APR 13 1988
MCC

Before me, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, the Assistant General Manager of Coventry Ridge, Ltd., an Indiana limited partnership, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 13th day of April, 1988.

Von Leigh Wilson
Von Leigh Wilson, Notary Public
Residing in Greene County



My Commission Expires:
August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 11 S. Meridian Street, Suite 1313, Indianapolis, Indiana 46204.

21

EXHIBIT A

REAL ESTATE DESCRIPTION

Part of the Southwest Quarter of Section 25, Township 18 North, Range 2 East in Boone County, Indiana, more particularly described as follows:

Commencing at the intersection of the centerline of U.S. Highway 421 (Michigan Road) as now located and depicted per I.S.H.C. plans for P.A. Project #221 Section "A", dated 1991, and the centerline of the Southwest Quarter of Section 25, Township 18 North, Range 2 East; thence North 20 degrees 01 minutes 36 seconds West, on and along said centerline 269.94 feet to the Southeast corner of Coville Tract - Section One, the plat of which was recorded on August 14, 1985 in Book Record 6, pages 66-68 in the Office of the Recorder of Boone County, Indiana (the next six courses are along said addition); (1) thence North 20 degrees 01 minutes 36 seconds West 110.24 feet to a point which also lies on the centerline of U.S. Highway 421; (2) thence along said centerline of Willow Avenue South 68 degrees 04 minutes 24 seconds West 313.57 feet; (3) thence continuing along said centerline North 67 degrees 08 minutes 04 seconds West 410.74 feet to the Northwest corner of said Coville Tract - Section One; (4) thence South 22 degrees 54 minutes 56 seconds East 219.98 feet; (5) thence South 18 degrees 49 minutes 05 seconds East 169.83 feet; thence South 67 degrees 08 minutes 04 seconds West 570.00 feet; thence South 22 degrees 51 minutes 18 seconds East 219.98 feet; thence South 62 degrees 29 minutes 48 seconds West 43.87 feet; thence South 20 degrees 12 minutes 12 seconds East 169.83 feet; thence South 00 degrees 10 minutes 12 seconds East 46.50 feet to a point on the Northeastly line of said Coville Tract to the Azionaqua Club, Inc., recorded in Book Record 168 in the Office of the Recorder; thence along said Northeastly line North 83 degrees 42 minutes 36 seconds West 585.00 feet to the Northwest corner of said Coville Tract, said point lies on the centerline of Willow Avenue; thence along said centerline North 00 degrees 10 minutes 24 seconds East 836.00 feet to the beginning; which bears South 67 degrees 08 minutes 04 seconds West from the beginning; thence continue along said centerline North 00 degrees 10 minutes 04 seconds East 930.45 feet to the Point of Beginning. Containing 14.20 acres, more or less.

BOOK 108 PAGE 22

22

DECLARATION OF COVENANTS AND RESTRICTIONS

COVENTRY RIDGE

Section One

REC'D
FILED
MAY 15 12 14 PM '85
MAY 15 96 42

COVENTRY RIDGE, LTD., an Indiana limited partnership ("Developer"), has executed this Declaration of Covenants and Restrictions ("Declaration") this 6th day of August, 1985, for the purpose of (i) establishing minimum standards pertaining to the development, use and maintenance of certain real estate in Boone County, Indiana, described in Exhibit A attached hereto, incorporated herein and referred to hereinafter as "Coventry Ridge - Section One" and (ii) preserving and enhancing the property values in Coventry Ridge - Section One; and by such execution, Developer as the owner of Coventry Ridge - Section One 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.

The plat of the real estate described in Exhibit A has been recorded in Plat Book 6, pages 66 - 68 in the Office of the Recorder of Boone County, Indiana, and all references herein to the "Plat" are to such recorded plat.

References to "Coventry Ridge" herein are to the real estate described in Exhibit B attached hereto and incorporated herein.

The following standards, covenants and restrictions are established for Coventry Ridge - Section One:

1. Land Use. Lots may be used only for residential purposes and only one single-family dwelling not to exceed two and one-half stories or 25 feet in height measured from finish grade to the underside of the eave line, a private garage and other such outbuildings usual and incidental to the use of a residential lot may be constructed thereon. No portion of any lot may be sold or subdivided such that there will be thereby a greater number of houses in Coventry Ridge - Section One than the number of original lots shown on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no lot may be used for any "Special Use" that is not clearly incidental and accessory to single family dwellings. No home occupation shall be conducted or maintained on any lot other than one which does not constitute a "special use" and is incidental to a business, profession or occupation of the owner or occupant of such lot and which is generally or regularly conducted at another location which is away from such lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any lot advertising a permitted home occupation.

2. Building Control. Prior to construction of any structure upon a lot, or the reconstruction, remodeling or alteration thereof if the exterior elevation will be affected thereby, the building plans therefor, including plot plans, site storm drainage and grading plan, specifications, plan for landscaping and any other data or information that may be requested, must be submitted to the building committee of Coventry Ridge (the "Building Committee") for its approval. said approval to be evidenced by a written instrument executed by a majority of the Building Committee and delivered to the person or persons requesting such approval.

486

3. Building Committee. The Building Committee shall consist of three (3) members who shall be appointed from time to time by Developer except as otherwise provided herein. From and after the date upon which the last lot in Coventry Ridge is sold by the undersigned, its successor or assigns, all members of the Building Committee shall be elected annually by owners of lots in Coventry Ridge in such manner as such owners among themselves may determine. A majority of the members of the Building Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

The Building Committee is authorized to determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures, whether the building and property set-back lines are in conformity with applicable plat requirements, and whether the proposed site storm drainage plan conforms to the over-all project and lot drainage plan as specified in the approved final construction plans for Coventry Ridge - Section One. It shall also undertake such other duties and responsibilities as are assigned to it herein. No charge will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the Building Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission, the Building Committee is deemed to have disapproved such plans.

No member of the Building Committee shall have any liability to any lot owner with respect to the exercise or non-exercise of his duties hereunder. The Building Committee shall have no duty to enforce the provisions of this Declaration or to seek compliance with the terms hereof.

4. Dwelling Size. Except as otherwise provided herein, no residence may be constructed, erected or maintained on any lot in Coventry Ridge Section One, or any other section of Coventry Ridge, having a ground floor area, exclusive of open porches, attached garages and basements, of less than 1,800 square feet in case of a one story residence, or less than 1,100 square feet in case of a one and one-half or two or two and one-half story residence.

Notwithstanding the foregoing, Developer may, in its unfettered discretion, designate a maximum of seventeen (17) lots in Coventry Ridge - Section One or any other section of Coventry Ridge - upon which a residence may be constructed having a ground floor area, exclusive of open porches, attached garages and basements, of 1,500 square feet if a one-story structure, or 900 square feet if a higher structure but in the case of a building higher than one story, there must also be at least 600 feet in addition to the ground floor area.

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

6. Building Location and Finished Floor Elevation. No building may be erected between the building set-back lines shown on the Plats and the lot lines; and no structure or part thereof may be built or erected nearer than 10 feet, or 10% of the actual lot width to 25 feet, whichever is greater, to any side yard line or nearer than 25 feet to any rear lot line. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme

487

boundaries of the multiple lots. A minimum finished floor elevation, shown on the development plan for Coventry Ridge - Section One, is hereby established for each lot and no finished floor with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Building Committee. Demonstration of adequate storm water drainage with both on-lot and overall project drainage plans shall be a prime requisite of alternative finished floor elevations. Before building commences, the finished floor grade shall be physically checked on the lot and certified by a licensed professional engineer or a licensed land surveyor.

7. Building Completion. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process; and if not completed within such time, then the Building Committee may re-enter, take possession of said lot, without notice, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

8. Easements. Lots are subject to easements for drainage, sanitary sewers and other utilities and access as shown on the Plat and marked "D. & U.E.", which are reserved for the use of lot owners, the owners from time to time of any other portions of the real estate located in Coventry Ridge, public utility companies and governmental agencies for the following purposes: (a) 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 land owner to maintain the drainage across his own lot. Under no circumstances 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 or by Developer, but Developer shall not have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the owners of all lots in Coventry Ridge. The owner of each lot, by acceptance of a deed thereto, shall be deemed to have consented to the temporary storage (detention) of storm water within the drainage easements located on such owner's lot. (b) for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designed to serve Coventry Ridge and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system. (c) for the use of all public utility companies, not including transportation companies, for the installation and maintenance of main ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. Certain lots are also subject to easements as shown on the Plat for the use by Developer or the Building Committee for the construction, location, maintenance and operation of entry signs and appurtenances to provide an entrance to the subdivision or a portion thereof. The owner of a lot which is subject to an entry sign easement ("ESE") shall maintain such easement (excluding the improvements thereon) in a sightly condition and in proper repair. The Building Committee shall maintain the improvements located on the entry sign easements and the cost of such maintenance shall be assessed pro-rata among the owners of lots in the subdivision pursuant to Paragraph 24. All such 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.

488

sewer or utility easement except that a paved driveway may cross easements which abut dedicated public rights-of-way. No improvements shall be constructed on an entry sign easement except those that are authorized by Developer or the Building Committee.

9. Driveways. All driveways shall be paved and maintained dust free.

10. Vehicle Parking. No camper, motor home, truck, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any lot in open public view.

11. Signs. Except for such signs as Developer may in its absolute discretion display in connection with the development of Coventry Ridge and the sale of lots therein, no sign of any kind shall be displayed to the public view of any lot except that one sign of not more than two (2) square feet may be displayed at 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.

12. Fencing and Plantings. No fence, wall, hedge or shrub planting higher than 18 inches shall be permitted between the front property line and the front building set-back line except a planting which is part of the house landscaping, the prime root of which is within four (4) feet of the house. No chain link fence shall be installed on any lot if it would be visible from a public street. No fence shall be erected on any lot line and any fence along, but inside the property line, shall be subject to approval by the Building Committee. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence, wall, hedge or shrub 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 25 feet from the intersection of said street lines, or in the case 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.

13. Vegetation. Lot owners shall not permit the growth of weeds and volunteer trees and bushes, and shall keep their lots reasonably clear from such unsightly growth at all times. Failure to comply shall warrant the Building Committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the Building Committee shall have a lien against said real estate for the expense thereof.

14. 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.

15. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary. Trash, leaves and other refuse shall not be burned except in acceptable incinerators and in compliance with all applicable legal requirements.

16. 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

489

commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance.

17. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in the garage or house such that they are completely concealed from public view.

18. Mailboxes. All mailboxes installed at the street to service lots in Coventry Ridge - Section One shall be uniform and shall be of a type, color and manufacture approved by the Building Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Building Committee.

19. Septic System. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by the Town of Zionsville or a successor public agency or public utility) shall be installed or maintained on any lot.

20. Water Systems. No private or semi-private water supply system may be located upon any lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Board of Health, or other civil authority having jurisdiction. To the extent that domestic water service is available from a water line located within 200 feet of the lot line maintained by the Town of Zionsville or a public or private utility company, each lot owner shall connect to such water line to provide water for domestic use on the lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto.

21. Drainage. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made by the owner of such lot to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Boone County Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the owner of the lot upon which such easements are located such that water from any adjacent lot shall have adequate drainage along such swale. All lots within Coventry Ridge are included in the Clarkston Legal Drain which was established by the Boone County Drainage Board in August, 1980, and each lot in Coventry Ridge is subject to assessment for the costs of maintenance of subsurface drains, tiles and storm sewers located in Coventry Ridge, which assessment is a lien against the lot. The elevation of a lot shall not be changed so as to affect materially the surface elevation or grade of surrounding lots. Perimeter foundation drains, sump pump drains, downspouts and water softener drains shall not be outletted into the subdivision streets or street right-of-way. These drains shall be connected whenever feasible into a subsurface drainage tile.

22. Antennas and Receivers. No satellite receiver or downlink shall be permitted on any lot, nor shall any exterior antenna be permitted thereon, without the prior written consent of the Building Committee.

23. Exterior Lights. No exterior light shall be erected or maintained between the building line and rear lot lines so as to shine or reflect directly upon another lot. If street lights are not installed in Coventry Ridge - Section One, then each owner shall install and maintain a light in operable condition on his lot at a location, having a height and of a type, style and manufacture approved by Developer prior to the

490

installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by Developer to insure uniform illumination on each lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

24. Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other lot owners and shall only be operated when outside activities require the use thereof and not continuously.

25. Assessments. The Building Committee may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Building Committee or of a lot owner who has failed to perform such responsibility as required hereunder. Any assessment resulting from the failure of a lot owner to comply with the requirements of these covenants shall be assessed only against the lot owner whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.

26. Lien for Assessments. Each owner of a 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 assessments as the same become due in the manner herein provided. 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. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. 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 not greater than eighteen percent (18%) per annum to be established by the Building Committee. The Building Committee or any member thereof 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 Building Committee or such member in collecting the same. If the Building Committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Building Committee 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 abandonment of his lot or otherwise.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such 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 which thereafter become due or from the lien thereof.

The Building Committee shall, upon demand, at any time, furnish a certificate in writing signed by a member of the Building Committee that the assessments 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.

491

Any easement granted herein or any property shown on the Plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

27. Annexation. Each owner of a lot in Coventry Ridge, by the acceptance of a deed thereto, shall be deemed to have waived such owner's right to remonstrate against annexation of all or any portion of Coventry Ridge by the Town of Zionsville at any time after the earlier of December 31, 1988, or the date that Developer has conveyed all lots in Coventry Ridge to unaffiliated purchasers in the ordinary course of business.

28. Enforcement. The right to enforce each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to Developer, the Building Committee and the owners of the lots in Coventry Ridge - Section One, their heirs and assigns, who are entitled to such relief without being required to show any damage of any kind to Developer, the Building Committee or any owner or owners by or through any such violation or attempted violation. The Boone County Building Inspector, members of the Building Committee, principals and agents of Developer and others delegated to do so by Developer shall have the right to go upon any lot within Coventry Ridge without being a trespasser to inspect any work being performed thereon to assure compliance with this Declaration and conformity with lot development plans and with any other plans or submittals made to the Building Inspector, the Building Committee or Developer upon which approvals required by this Declaration were or are to be based. Neither the Building Committee nor the Developer shall be liable for damages of any kind to any person or entity for failure to abide by, enforce or carry out any provision or provisions of this Declaration. There shall be no rights of reversion or forfeiture of title resulting from any violations.

29. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

30. Non-Liability of Developer. Developer shall not have any liability to a lot 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. Developer shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Developer, and no duty of, or warranty by, Developer shall be implied by or inferred from any term or provision of this Declaration.

31. General Provisions. This Declaration may be amended (a) prior to December 31, 1988, by Developer acting alone and (b) at any time by the owners of at least two-thirds of the lots in Coventry Ridge which includes not less than a majority of the owners of lots in Coventry Ridge - Section One. Each such amendment must be evidenced by written instrument signed and acknowledged by Developer or the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Boone County Recorder's Office.

Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until


492

December 31, 2005, at which time they will be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners it is agreed that these Covenants shall terminate in whole or in part.

As used herein, the term "lot" means a lot depicted on the Plat.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

COVENTRY RIDGE LTD.

By 
George P. Sweet,
General Manager

493

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public in and for said County and State, personally appeared George P. Sweet, the General Manager of Coventry Ridge, Ltd., an Indiana limited partnership, and acknowledged execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 6th day of August, 1985.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)

My Commission Expires:
August 13, 1986

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

494

EXHIBIT A

Real Estate Description

Commencing at the intersection of the center line of U.S. Highway #421 (Michigan Road) as now located and hereinafter defined by P.L. 1960, and the South line of the Southeast Quarter of Section 25, Township 14 North, Range 2 East; thence North 20 degrees 01 minutes 35 seconds West on and along said centerline 266.94 feet to the place of beginning; thence South 69 degrees 38 minutes 24 seconds West 142.00 feet; thence North 64 degrees 04 minutes 07 seconds West 644.92 feet; thence North 30 degrees 34 minutes 20 seconds West 65.40 feet; thence North 30 degrees 25 minutes 02 seconds West 388.00 feet; thence North 25 degrees 30 minutes 15 seconds West 25.12 feet to a point on a non-tangent curve to the right, the radius point of which bears South 8 degrees 15 minutes 35 seconds East 194.00 feet from said point; thence Northwesterly on and along said curve 302.00 feet to a point on said curve which bears North 32 degrees 47 minutes 14 seconds West 196.95 feet from said point; thence North 54 degrees 04 minutes 38 seconds West 170.00 feet; thence North 35 degrees 38 minutes 24 seconds East 188.45 feet; thence North 64 degrees 17 minutes 32 seconds West 140.00 feet; thence North 70 degrees 43 minutes 45 seconds West 294.00 feet; thence North 67 degrees 18 minutes 59 seconds West 196.95 feet; thence North 29 degrees 15 minutes 27 seconds West 114.25 feet; thence North 32 degrees 48 minutes 29 seconds West 129.00 feet; thence North 34 degrees 10 minutes 07 seconds West 163.82 feet; thence North 22 degrees 31 minutes 35 seconds West 152.04 feet; thence North 67 degrees 08 minutes 04 seconds East 100.00 feet; thence North 18 degrees 49 minutes 05 seconds West 20.13 feet; thence North 22 degrees 31 minutes 35 seconds West 278.00 feet to a point on the centerline of Willow Avenue; thence North 67 degrees 08 minutes 04 seconds East on and along said centerline 498.87 feet; continuing thence North 69 degrees 38 minutes 24 seconds East on and along said centerline 513.57 feet to a point on the centerline of U.S. Highway #421 (Michigan Road); thence South 20 degrees 01 minutes 35 seconds East on and along said centerline 2484.39 feet to the place of beginning, containing 30.81 acres, more or less.

- Subject to a 30 foot pipeline easement to Marathon Pipe Line Company.
- Subject to Right of Way Grants to State of Indiana for Michigan Road, now U.S. 421, along the Easterly side of said real estate.
- Subject to Right of Way for Willow Avenue along the Northerly side of said real estate.
- Subject further to all other legal easements and rights of way.

495

96

Exhibit "B"

Description of Coventry Ridge

Parcel A

Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70 in Coventry Ridge - Section One.

Parcel B

Part of the Southwest Quarter of Section 25, Township 18 North, Range 2 East in Eagle Township, Boone County, Indiana, described as follows:

Commencing at the intersection of the centerline of U. S. Highway #421 (Michigan Road) as now located and improved per I.S. H.C. Plans for F.A. Project #221 Section "A", dated 1930, and the South line of the Southwest Quarter of Section 25, Township 18 North, Range 2 East; thence North 20 degrees 01 minutes 36 seconds West (assumed bearing) on said centerline 269.94 feet to the southeasterly corner of Clarkston, Section Three, a subdivision in Boone County, Indiana, as per Plat thereof being recorded in Plat Book 6 pages 44 through 47 in the Office of the Recorder of Boone County, Indiana; thence south 69 degrees 50 minutes 24 seconds West on the southerly line of said subdivision 50.00 feet to a point on the southwesterly right of way line of said U.S. Highway and the Southernmost corner of Lot #34 in said subdivision; (the following six courses and distances are on the Westerly boundary of said Clarkston, Section Three) 1.) thence North 66 degrees 04 minutes 07 seconds West 664.92 feet; 2.) thence North 30 degrees 34 minutes 58 seconds East 86.49 feet; 3.) thence North 59 degrees 25 minutes 02 seconds West 380.00 feet; 4.) thence North 35 degrees 58 minutes 00 seconds West 53.12 feet to a point on a curve, the radius point of which lies 1156.95 feet South 35 degrees 15 minutes 53 seconds East from said point; 5.) thence Northeasterly curving to the right on said curve an arc distance of 50.00 feet to a point which is 1156.95 feet North 52 degrees 47 minutes 18 seconds West of said radius point; 6.) thence North 34 degrees 01 minutes 36 seconds West 170.00 feet to the Northwesterly corner of Lot #70 in said Clarkston, Section Three and the place of beginning of the within described real estate; thence North 54 degrees 01 minutes 36 seconds West on the prolongation of the Southwesterly line of said Lot a distance of 18.87 feet to the point of curvature of a curve to the left having a radius of 465.00 feet; thence Northwesterly curving to the left on said curve an arc distance of 240.52 feet to the point of tangency of said curve; thence North 83 degrees 39 minutes 44 seconds West 101.00 feet to the point of curvature of a curve to the right having a radius of 175.00 feet; thence Northwesterly curving to the right on said curve an arc distance of 186.53 feet; thence South 67 degrees 24 minutes 27 seconds West 226.82 feet to the Northeast corner of said real estate described in a Warranty Deed conveying real estate to the Azionags Club Inc., said Deed being recorded in Deed Record 168, page 204 in the Office of the Recorder of Boone County, Indiana; thence North 89 degrees 43 minutes 36 seconds West on the North line of said real estate 700.00 feet to a point on the West line of the Southwest Quarter of Section 25, Township 18 North, Range 2 East which is 1473.00 feet South 00 degrees 16 minutes 24 seconds West of the Northwest corner of said Southwest Quarter; thence North 00 degrees 16 minutes 24 seconds East on said West line 836.72 feet to a point on the Southwesterly prolongation of Willow Avenue as now located and improved; thence North 67 degrees 08 minutes 04 seconds East on said prolongation and said centerline of Willow Avenue 930.45 feet to the Northwest corner of the aforesaid plat of Clarkston, Section Three; (the following eleven courses and distances being on the Westerly line of said Clarkston, Section Three) 1.) thence South 22 degrees 51 minutes 56 seconds East 230.00 feet; 2.) thence South 18 degrees 49 minutes 05 seconds East 50.13 feet; 3.) thence South 67 degrees 08 minutes 04 seconds West 180.00 feet; 4.) thence South 22 degrees 51 minutes 56 seconds East 152.04 feet; 5.) thence South 30 degrees 10 minutes 07 seconds East 163.62 feet; 6.) thence South 32 degrees 40 minutes 29 seconds East 129.88 feet; 7.) thence South 29 degrees 16 minutes 27 seconds East 118.75 feet; 8.) thence South 07 degrees 18 minutes 50 seconds East 196.93 feet; 9.) thence South 70 degrees 43 minutes 45 seconds East 294.88 feet; 10.) thence South 64 degrees 17 minutes 32 seconds East 140.00 feet; 11.) thence South 31 degrees 58 minutes 24 seconds West 188.45 feet to the place of beginning. (Ref. Only 24.50 Acres, more or less.)

496

RODELA ENTERPRISES

Parcel C

Part of the Southwest quarter of Section 25, Township 18 North, Range 2 East and Part of the North half of Section 36, Township 18 North, Range 2 East in Eagle Township, Boone County, Indiana, described as follows:

Commencing at the Northwest Corner of the southwest quarter of Section 25, Township 18 North, Range 2 East; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) on the West line of said Southwest Quarter 1473.00 feet to the Northwest corner of real estate described in a Warranty Deed conveyed to the Azionaga Club, Inc., said Deed being recorded in Deed Record page 204 in the Office of the Recorder of Boone County, Indiana; thence South 89 degrees 43 minutes 36 seconds East on the North line of said real estate 700.00 feet to the Northeast corner thereof and the Place of Beginning of the within described real estate; thence South 00 degrees 16 minutes 24 seconds West on the East line of said real estate and parallel with the West line of said Southwest Quarter 750.00 feet; thence North 89 degrees 43 minutes 36 seconds West on the South line of said real estate 700.00 feet to the West line of said Southwest quarter; thence South 00 degrees 16 minutes 24 seconds West on said West line 403.12 feet to the Southwest corner of said Southwest Quarter, being also the Northwest corner of Section 36, Township 18 North, Range 2 East; thence South 00 degrees 00 minutes 00 seconds on the East line of said Section 36, a distance of 46.24 feet to the Northeast corner of Northern Meadows, Third Section, a subdivision in Boone County, Indiana the plat of which is recorded in Plat Book 4 page 179 in the Office of the Recorder of Boone County, Indiana, said Northwest corner being located and established on the West line of the North half of Section 36, Township 18 North, Range 2 East, 2594.68 feet North 00 degrees 00 minutes 00 seconds from the Southwest corner of said North half (the following eight courses and distances are on the Northerly line of said Northern Meadows Third Section) 1.) thence South 90 degrees 00 minutes 00 seconds East 168.00 feet; 2.) thence North 00 degrees 00 minutes 00 seconds 13.00 feet; 3.) thence South 90 degrees 00 minutes 00 seconds East 148.68 feet to a point on a curve, the radius point of which lies 931.15 feet North 85 degrees 23 minutes 00 seconds East from said point; 4.) thence Northerly curving to the right on said curve an arc distance of 8.12 feet to a point which is 931.15 feet South 85 degrees 53 minutes 00 seconds West from said radius point; 5.) thence North 85 degrees 53 minutes 00 seconds East 50.00 feet; 6.) thence North 87 degrees 34 minutes 00 seconds East 152.15 feet; 7.) thence North 89 degrees 25 minutes 00 seconds East 162.36 feet; 8.) thence North 81 degrees 02 minutes 00 seconds East 50.00 feet to the Northeast corner of said Northern Meadows, Third Section, said point being on a curve, the radius point of which lies 285.46 feet North 81 degrees 02 minutes 00 seconds East from said point; thence Northerly curving to the right on said curve an arc distance of 35.62 feet to an iron pipe found 285.46 feet South 38 degrees 10 minutes 56 seconds West from said radius point, the last described curve being on the Northerly prolongation of the East right of way line of Oak Drive in the aforesaid Northern Meadows, Third Section; thence North 01 degrees 49 minutes 04 seconds East 10.90 feet to an iron pipe; thence North 88 degrees 10 minutes 56 seconds East 200.00 feet; thence South 30 degrees 47 minutes 54 seconds East 213.41 feet deed (212.27 feet measured) to an iron pipe found 63.00 feet North 69 degrees 56 minutes 25 seconds East from an iron pipe found at the Northeast corner of Lot #17 in Century Oaks, Second Section, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat book 3 page 144 in the Office of the Recorder of Boone County, Indiana; thence North 69 degrees 56 minutes 25 seconds East 134.00 feet to an iron pipe found 197.00 feet North 69 degrees 56 minutes 25 seconds East of the iron pipe found at the Northeast corner of said Lot #17; thence North 84 degrees 15 minutes 24 seconds East 160.00 feet deed (159.63 feet measured) to an iron pipe; thence South 43 degrees 47 minutes 15 seconds East 172.58 feet deed (172.69 feet measured) to an iron pipe; thence South 38 degrees 20 minutes 20 seconds East 190.51 feet to an iron pipe; thence South 38 degrees 20 minutes 20 seconds East 116 feet, more or less, to the centerline of Little Eagle Creek as located on the plat of Clarkston, Section Two, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 6 page 31 in the Office of the Recorder of Boone County, Indiana; (the foregoing seven courses, distances, and iron pipes being on the Northerly and Eastern boundaries of tracts of real estate conveyed to Edward F. Watson, et ux, per Warranty Deed recorded in Deed Record 195 pages 736-738 and to John W. Schiltges, et ux, per Warranty Deed recorded in Deed Record 181 pages 116 & 117 respectively) thence Northeasterly following the meandering of the centerline (the following six courses and distances are chord bearings and lengths along the approximate centerline of Little Eagle Creek as shown on said plat of Clarkston, Section Two

497

Parcel C continued

and are included for computation purposes only. actual boundary of the within described real estate follows the meandering of said centerline— 1.) thence North 23 degrees 46 minutes 24 seconds East 102.35 feet 2.) thence North 31 degrees 25 minutes 46 seconds East 105.48 feet; 3.) thence North 36 degrees 28 minutes 09 seconds East 143.00 feet; 4.) thence North 36 degrees 39 seconds East 136.02 feet; 5.) thence North 56 degrees 47 minutes 36 seconds East 131.47 feet; 6.) thence North 63 degrees 54 minutes 37 seconds East 114.31 feet) to a point which is 424.68 feet South 69 degrees 58 minutes 24 seconds West of the centerline of the aforesaid U.S. Highway #421; thence North 20 degrees 01 minutes 36 seconds West parallel with said centerline 86.90 feet to a point which is 374.68 feet South 69 degrees 58 minutes 24 seconds West from the Southernmost corner of Lot #34 in the aforesaid plat of Clarkston, Section Three; thence North 69 degrees 58 minutes 24 seconds East 374.68 feet to the Southernmost corner of Lot #34 in Clarkston, Section Three, a subdivision in Boone County, Indiana, the plat of which being recorded in Plat Book 6 pages 44 through 47 in the Office of the Recorder of Boone County, Indiana; (the following six courses and distances are on the westerly boundary of said Clarkston Section Three) 1.) thence North 66 degrees 04 minutes 07 seconds West 666.91 feet; 2.) thence North 30 degrees 34 minutes 58 seconds East 86.49 feet; 3.) thence North 59 degrees 25 minutes 02 seconds West 380.00 feet; 4.) thence North 35 degrees 58 minutes 00 seconds West 53.12 feet to a point on a curve, the radius of which lies 1156.95 feet South 55 degrees 15 minutes 53 seconds East from said point; 5.) thence Northeasterly curving to the right on said curve an arc distance of 50.00 feet to a point which is 1156.95 feet North 52 degrees 47 minutes 18 seconds West of said radius point; 6.) thence North 54 degrees 01 minutes 36 seconds West 170.00 feet to the Northeasterly corner of Lot #70 in said Clarkston, Section Three; thence north 54 degrees 01 minutes 36 seconds West on the prolongation of the Southwesterly line of said lot a distance of 18.87 feet to the point of curvature of a curve to the left having a radius of 465.00 feet; thence Northwesterly curving to the left on said curve an arc distance of 240.52 feet to the point of tangency of said curve; thence North 83 degrees 39 minutes 44 seconds East 101.00 feet to the point of curvature of a curve to the right having a radius of 175.00 feet; thence Northwesterly curving to the right on said curve an arc distance of 186.53 feet; thence South 67 degrees 24 minutes 27 seconds West 226.82 feet to the Northeast corner of real estate described in a Warranty Deed conveying real estate to the Azionague Club, Inc., said Deed being recorded in Deed Record 168, page 204 in the Office of the Recorder of Boone County, Indiana being the place of beginning. EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE CONVEYED TO THE TOWN OF ZIONSVILLE, INDIANA RECORDED IN DEED RECORD 200 PAGES 502 AND 503 FOR THE CLARKSTON SEWAGE TREATMENT PLANT.

Part of the North half of Section 36, Township 18 North, Range 2 East (and the South half of Section 25, Township 18 North, Range 2 East in Boone County, Indiana described as follows: Commencing at the Northwest corner of Northern Meadows, Third Section, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 4 page 179 in the Office of the Recorder of Boone County, Indiana Northwest corner being located and established on the West line of the North half of Section 36, Township 18 North, Range 2 East 2594.68 feet North 00 degrees 00 minutes 00 seconds (assumed bearing) from the Southwest corner of said North half; (the following eight distances and courses being on and along the North line of said Northern Meadows, Third Section) (1) thence South 90 degrees 00 minutes 00 seconds East 168.00 feet; (2) thence North 00 degrees 00 minutes 00 seconds 13.00 feet; (3) thence South 90 degrees 00 minutes 00 seconds East 148.65 feet to a point on a non-tangent curve, the radius point of which bears North 85 degrees 23 minutes 00 seconds East 931.15 feet from said point; (4) thence Northerly on and along said curve to the right 8.12 feet to a point; (5) thence North 85 degrees 53 minutes 00 seconds West from said radius point; (6) thence North 87 degrees 34 minutes 00 seconds East 152.15 feet; (7) thence North 89 degrees 28 minutes 00 seconds East 162.36 feet; (8) thence North 81 degrees 02 minutes 00 seconds East 50.00 feet to the northeast corner of said Northern Meadows, Third Section, said point being on a non-tangent curve, the radius point of which bears North 81 degrees 02 minutes 00 seconds East 285.46 feet from said point; thence Northerly on and along said curve to the right 35.62 feet to a found iron pipe 285.46 feet South 83 degrees 10 minutes 50 seconds West from said radius point; (the last described curve being on the Northerly prolongation of the East right of way line of Oak Drive in the aforesaid Northern Meadows, Third Section); thence North 01 degrees 49 minutes 04 seconds

498

Parcel C continued

West 10.00 feet to a found iron pipe; thence North 88 degrees 10 minutes 56 seconds East 200.00 feet; thence South 30 degrees 47 minutes 54 seconds East 213.41 feet dead (212.27 feet measured) to a found iron pipe 63.00 feet North 69 degrees 56 minutes 25 seconds East from a found iron pipe at the Northeast corner of Lot #17 in Century Oaks, Second Section, a subdivision in Boone County, Indiana, the plat of which is recorded in Plat Book 3, page 144 in the Office of the Recorder of Boone County, Indiana; thence North 69 degrees 56 minutes 25 seconds East 134.00 feet to a found iron pipe 197.00 feet from the Northeast corner of said Lot #17; thence North 84 degrees 15 minutes 24 seconds east 160.00 feet dead (159.63 feet measured) to a found iron pipe; thence North 59 degrees 23 minutes 52 seconds East 93.23 feet to the place of beginning of the real estate herein described; thence South 59 degrees 13 minutes 04 seconds East 50.00 feet; thence North 30 degrees 46 minutes 56 seconds East 100.00 feet; thence North 59 degrees 13 minutes 04 seconds West 50.00 feet; thence South 30 degrees 46 minutes 56 seconds West 100.00 feet to the place of beginning, (REF. ONLY 0.115 Acres, more or less)

Surveyor's Note: Leaving a Net acreage of 40.623 acres, more or less in Parcel after the above described exception.

499

650

21-0000

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
COVENTRY RIDGE

Section Two

THIS FIRST AMENDMENT to the certain Declaration of Covenants and Restrictions for Coventry Ridge - Section Two ("Declaration") is executed this 13th day of April, 1988 by Coventry Ridge, Ltd., an Indiana limited partnership ("Declarant"), who by the execution hereof declares that:

1. Recitals. The following facts are true:

(a) The Declaration was recorded in the Office of the Recorder of Boone County, Indiana, on May 12, 1987, in Miscellaneous Record 103, pages 828 - 841 as Instrument No. 3444.

(b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 32 thereof.

(c) As a result of a scrivener's error, the legal description attached as Exhibit A to the Declaration described the land in Section Three of Coventry Ridge rather than Section Two thereof.

2. Amendment. The Declaration is amended by deleting Exhibit A attached thereto and substituting therefor Exhibit A attached to this First Amendment.

3. Effective Date. The foregoing amendment shall be effective as of the date this First Amendment is recorded at the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, This First Amendment has been executed as of the date first above written.

2000
APR 13 10:09 AM '88
REC'D BOONE COUNTY
107-103-828-841
MAIL BK 103 PG 19

COVENTRY RIDGE, LTD.

BY Tom Charles Huston
Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State of Indiana, personally appeared Tom Charles Huston, the Assistant General Manager of Coventry Ridge, Ltd., an Indiana limited partnership, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions for Coventry Ridge on behalf of said partnership.

WITNESS my hand and Notarial Seal this 13th day of April, 1988.

Von Leigh Wilson
Von Leigh Wilson, Notary Public
Residing in Greens County

My Commission Expires:
August 13, 1990

19

This instrument prepared by Tom Charles Huston, Attorney at Law, 11 S. Meridian Street, Suite 1313, Indianapolis, Indiana 46202

EXHIBIT A

REAL ESTATE DESCRIPTION

Part of the Southwest Quarter of Section 25, Township 18 North, Range 2 East in Boone County, Indiana more particularly described as follows:

Commencing at the intersection of the centerline of U.S. Highway 421 (Michigan Road) as now located and improved per T.S.H.C. plans for F.A. Project #221 Section "A", dated 1930, and the South line of the Southwest Quarter of Section 25, Township 18 North, Range 2 East; thence North 20 degrees 01 minutes 38 seconds West on and along said centerline 269.94 feet to the Southeasterly corner of Covert's Ridge - Section One, the plat of which was recorded on August 16, 1913 in Plat Record 5, pages 66-68 in the Office of the Recorder of Boone County, Indiana. The next fifteen courses are along said addition; (1) thence South 69 degrees 38 minutes 04 seconds West 50.00 feet; (2) thence North 56 degrees 04 minutes 07 seconds West 664.72 feet to the Point of Beginning; (3) thence North 34 degrees 34 minutes 53 seconds East 26.49 feet; (4) thence North 39 degrees 35 minutes 02 seconds West 300.00 feet; (5) thence North 33 degrees 58 minutes 00 seconds West 53.12 feet to a point on a non tangent curve to the right, the radius point of which bears South 55 degrees 18 minutes 53 seconds East 156.25 feet; (6) thence Northeasterly on and along said curve 2.00 feet to a point which bears North 51 degrees 47 minutes 18 seconds West 155.50 feet from said radius point; (7) thence North 54 degrees 01 minutes 06 seconds West 170.00 feet; (8) thence North 35 degrees 58 minutes 24 seconds East 188.45 feet; (9) thence North 64 degrees 07 minutes 32 seconds West 141.07 feet; (10) thence North 70 degrees 43 minutes 43 seconds West 294.68 feet; (11) thence North 07 degrees 18 minutes 10 seconds West 16.93 feet; (12) thence North 16 degrees 10 minutes 47 seconds West 118.25 feet; (13) thence North 32 degrees 40 minutes 29 seconds West 129.88 feet; (14) thence North 30 degrees 01 minutes 07 seconds West 163.62 feet; (15) thence North 21 degrees 51 minutes 15 seconds West 152.04 feet; thence South 67 degrees 04 minutes 04 seconds West 391.00 feet; thence South 22 degrees 51 minutes 11 seconds East 219.98 feet; thence South 62 degrees 29 minutes 43 seconds West 16.88 feet; thence North 27 degrees 30 minutes 12 seconds East 154.83 feet; thence South 02 degrees 15 minutes 24 seconds West 346.50 feet to a point on the Southeasterly line of a tract deeded to the Axionaga Club, the plat of which is recorded in Deeds and 190, on page 204 in said Office of the Recorder, thence along the Northern line of said tract South 89 degrees 43 minutes 35 seconds East 135.00 feet to the Northeast corner thereof; thence along the Easterly line of said tract South 80 degrees 18 minutes 24 seconds West 245.00 feet; thence South 19 degrees 42 minutes 36 seconds East 308.30 feet; thence South 79 degrees 16 minutes 07 seconds East 188.54 feet; thence South 55 degrees 23 minutes 43 seconds East 257.32 feet; thence North 26 degrees 03 minutes 50 seconds East 57.88 feet; thence South 66 degrees 04 minutes 07 seconds East 302.25 feet to the Point of Beginning, containing 16.19 acres, more or less.

20