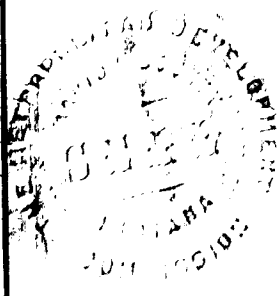
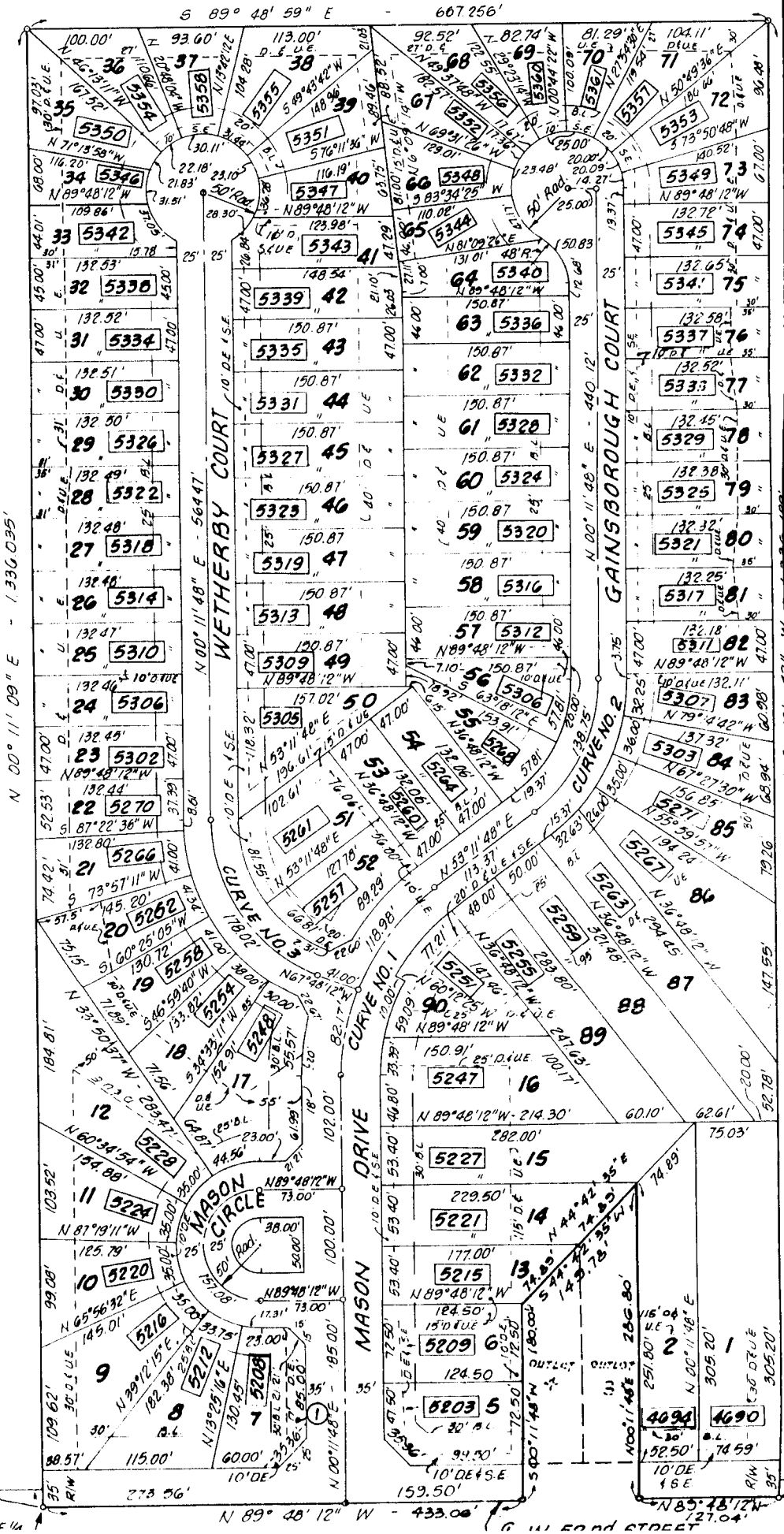


REPLAT OF COVENTRY WOODS

ZONED D-6-II



POINT OF BEGINNING

Exist 10.9' R/W

N 89° 48' 12" W - 433.00'

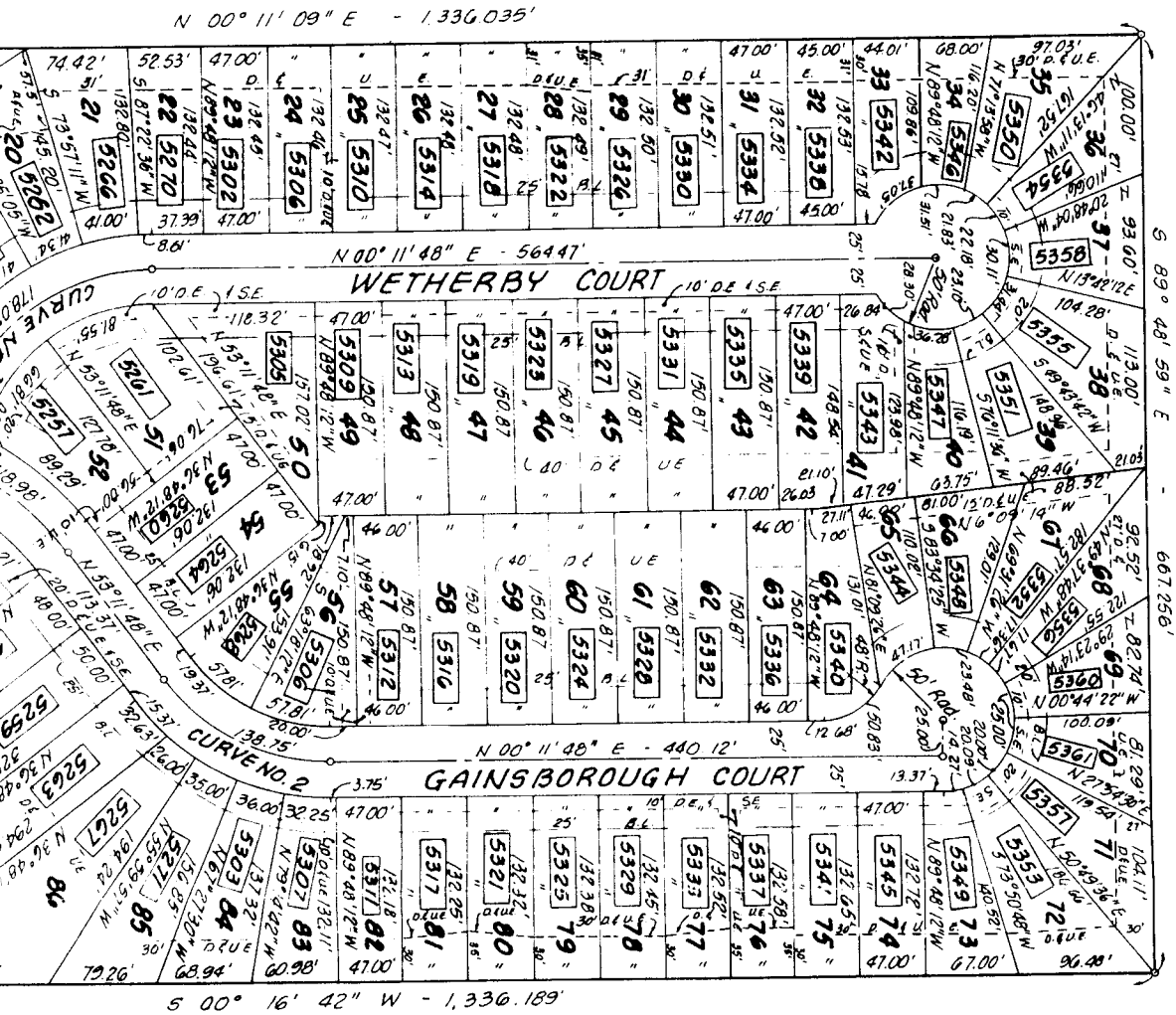
667.256'

REPLAT OF COVENTRY WOODS

ZONED D-G-II

RECEIVED FOR RECORD
DEPT. OF ARCHAEOLOGY
RECORDS SECTION
APR 3 12 30 PM '84

840024195



PROPERTY DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 3 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 00° 11' 09" EAST ON AND ALONG THE WEST LINE THEREOF A DISTANCE OF 1336.035 FEET TO THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 89° 48' 59" EAST ON AND ALONG THE NORTH LINE OF SAID HALF-QUARTER QUARTER SECTION A DISTANCE OF 667.256 FEET TO THE NORTHEAST CORNER OF SAID HALF-QUARTER QUARTER SECTION; THENCE SOUTH 00° 16' 42" WEST ON AND ALONG THE EAST LINE OF SAID HALF-QUARTER QUARTER SECTION A DISTANCE OF 1336.189 FEET TO THE SOUTHEAST CORNER OF SAID HALF-QUARTER QUARTER SECTION; THENCE NORTH 89° 48' 12" WEST ON AND ALONG THE SOUTH LINE OF SAID HALF-QUARTER QUARTER SECTION A DISTANCE OF 127.04 FEET; THENCE NORTH 00° 11' 48" EAST A DISTANCE OF 286.80 FEET; THENCE SOUTH 44° 42' 35" WEST A DISTANCE OF 149.78 FEET; THENCE SOUTH 00° 11' 48" WEST A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTH LINE OF SAID HALF-QUARTER QUARTER SECTION; THENCE NORTH 89° 48' 12" WEST ON AND ALONG SAID SOUTH LINE A DISTANCE OF 433.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.872 ACRES MORE OR LESS; SUBJECT, HOWEVER, TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY, AND EASEMENTS.

REPLAT OF COVENTRY WOODS

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COVENANTS (CONTINUED)

7. 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 RIGHT-OF-WAY 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 SIGHTLINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (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 FOILAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, NOR ON ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLE SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY.

8. ALL RESIDENCES CONSTRUCTED WITHIN THE SUBDIVISION SHALL HAVE ATTACHED GARAGES. ALL DRIVEWAYS SHALL BE HARD SURFACED WITH EITHER CONCRETE OR ASPHALT. ANY CHANGES AND ALTERATIONS OF STRUCTURES OR DRIVEWAYS ARE SUBJECT TO BUILDING COMMITTEE APPROVAL.

9. NO HOTEL BUILDING, BOARDING HOUSE, MERCANTILE OR FACTORY BUILDING OR BUILDINGS OF ANY KIND FOR COMMERCIAL USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

10. NO TRAILERS, SHACKS OR OUTHUSES OF ANY KIND SHALL BE ERECTED OR SITUATED ON ANY LOT HEREIN, EXCEPT THAT FOR USE BY THE BUILDER DURING THE CONSTRUCTION OF A PROPER STRUCTURE.

11. NO FARM ANIMALS, FOWLS, OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION.

12. NO NOXIOUS, UNLAWFUL, OR OTHERWISE OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

13. NO PRIVATE, OR SEMI-PRIVATE WATER SUPPLY OR SEWAGE DISPOSAL SYSTEM, MAY BE LOCATED UPON ANY LOT IN THIS SUBDIVISION WHICH IS NOT IN COMPLIANCE WITH REGULATIONS OR PROCEDURE AS PROVIDED BY THE INDIANA STATE BOARD OF HEALTH, OR OTHER CIVIL AUTHORITY HAVING JURISDICTION. NO SEPTIC TANK, ABSORPTION FIELD, OR ANY OTHER METHOD OF SEWAGE DISPOSAL SHALL BE LOCATED OR CONSTRUCTED ON ANY LOT OR LOTS HEREIN, EXCEPT AS APPROVED BY SAID HEALTH AUTHORITY.

14. THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES, OR MATERIAL ALTERATION OF MOTOR VEHICLES SHALL NOT BE PERMITTED ON ANY LOT, UNLESS ENTIRELY WITHIN A GARAGE PERMITTED TO BE CONSTRUCTED BY THESE COVENANTS.

15. NO SCHOOL, PRESCHOOL, DAY-CARE FACILITY, CHURCH OR SIMILAR INSTITUTION OF ANY KIND SHALL BE MAINTAINED, CONDUCTED OR OPERATED UPON ANY LOT.

16. NO EXTERIOR LIGHTING SHALL BE DIRECTED OUTSIDE THE BOUNDARIES OF ANY LOT, NOR SHALL ANY LIGHTING BE USED WHICH CONSTITUTES MORE THAN NORMAL CONVENIENCE LIGHTING, UNLESS THE SAME IS APPROVED BY THE BUILDING COMMITTEE.

17. ALL LAUNDRY SHALL BE DRIED ON A SPECIAL DRYING APPARATUS IN THE FORM OF A FOLDING RACK OR UMBRELLA WHICH SHALL BE PLACED AT THE REAR OF EACH LOT. CLOTHESLINES SHALL NOT BE STRUNG OR HUNG BETWEEN TREES AND SHRUBBERY ON ANY LOT.

18. NO SIGNS OF ANY NATURE, INCLUDING FOR SALE OR FOR RENT SIGNS, OR OTHER ADVERTISEMENT, SHALL BE DISPLAYED ON ANY LOT, RIGHT-OF-WAY OR ANY PART OF THE SUBDIVISION, EXCEPT AS APPROVED BY THE BUILDING COMMITTEE, OR AS USED BY THE UNDERSIGNED, AND ITS AGENTS IN THE DEVELOPMENT OF THE PROPERTIES AND THE MAINTENANCE THEREOF DURING SUCH DEVELOPMENT.

19. ALL TELEVISION OR OTHER ANTENNAS SHALL BE AFFIXED TO IMPROVEMENTS LOCATED ON THE RESPECTIVE LOT INVOLVED. NO FREESTANDING ANTENNAS FOR ANY PURPOSE SHALL BE PERMITTED UNLESS APPROVED BY THE BUILDING COMMITTEE. NO OUTSIDE TELEVISION ANTENNAS WILL BE PERMITTED IF A MASTER ANTENNA IS AVAILABLE FOR A LOT.

20. OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON

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15. NO SCHOOL, PRESCHOOL, DAY-CARE FACILITY, CHURCH OR SIMILAR INSTITUTION OF ANY KIND SHALL BE MAINTAINED, CONDUCTED OR OPERATED UPON ANY LOT.

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20. OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON ANY LOT, EASEMENT OR COMMON AREA WITHIN THE PROPERTIES. ALL TRASH, GARBAGE AND REFUSE STORED ON ANY LOT SHALL BE STORED IN COVERED RECEPTACLES. OWNERS MUST PROVIDE APPROVED RECEPTACLES FOR GARBAGE AND TRASH. THERE SHALL BE NO BURNING OF TRASH AND NO OPEN FIRES, EXCEPT FIRES IN AN APPROVED GRILL OR FIRE RING. ALL OPEN FIRES ARE PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE BUILDING COMMITTEE.

21. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE PLAT 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 THE PLAT ISSUED BY THAT DEPARTMENT. FAILURE TO SO COMPLY, INCLUDING FAILURE TO COMPLY WITH DEPARTMENT OF PUBLIC WORKS AND FEDERAL HOUSING ADMINISTRATION LOT GRADING REGULATIONS AND RECOMMENDATIONS, OR CONSTRUCTION OF ANY BUILDING AREA, INCLUDING BASEMENTS, BELOW THE MINIMUM PAD ELEVATION SHOWN ON THE DRAINAGE PLAN SHALL OPERATE AS A WAIVER AND RELEASE OF THE DEVELOPER AND HIS AGENTS FROM ALL LIABILITY AS TO DAMAGE CAUSED BY STORM WATERS AND STORM DRAINAGE.

22. 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, AFTER WHICH TIME, THE BUILDING COMMITTEE MAY RE-ENTER, TAKE POSSESSION OF SAID LOT, WITHOUT NOTICE, 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.

23. NO CAMPER, MOTOR HOME, TRUCK, TRAILER OR BOAT MAY BE STORED ON ANY LOT IN OPEN PUBLIC VIEW.

24. LOT OWNERS SHALL NOT PERMIT THE GROWTH OF WEEDS AND VOLUNTARY TREES AND BUSHES, AND SHALL KEEP THEIR LOT REASONABLY CLEAR FROM 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.

25. ANY GAS OR OIL STORAGE TANKS USED IN CONNECTION WITH A LOT SHALL BE EITHER BURIED, OR LOCATED IN A GARAGE OR HOUSE, IN SUCH A MANNER THAT THEY ARE COMPLETELY CONCEALED FROM PUBLIC VIEW.

26. IT IS EXPRESSLY UNDERSTOOD THAT 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 A RESPONSIBILITY OF A LOT OWNER, BUT WHICH SUCH LOT OWNER HAS NOT UNDERTAKEN AS REQUIRED HEREUNDER. ANY SUCH ASSESSMENT SHALL BE ASSESSED ONLY AGAINST THOSE LOT OWNERS WHOSE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THESE COVENANTS HAS NECESSITATED THE ACTION TO ENFORCE THESE COVENANTS OR THE UNDERTAKING OF THE MAINTENANCE OR OTHER ACTIVITY.

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27. 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 A MANNER HEREIN PROVIDED. ALL SUCH ASSESSMENTS, TOGETHER WITH THE 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 TWELVE PER CENTUM (12%) PER ANNUM. 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. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE, OR ANY PROCEEDING IN LIEU THEREOF, SHALL 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. 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. ANY EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN 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.

28. THE RIGHT OF ENFORCEMENT OF 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 THE BUILDING COMMITTEE, AND THE OWNERS OF THE LOTS IN THE SUBDIVISION, THEIR HEIRS AND PERSONAL REPRESENTATIVES, THEIR SUCCESSORS OR ASSIGNS, WHO ARE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO THE BUILDING COMMITTEE, OR TO ANY OTHER OWNER OR OWNERS. THE RIGHT OF ENFORCEMENT OF THE COVENANTS IS HEREBY ALSO GRANTED TO THE DEPARTMENT OF METROPOLITAN DEVELOPMENT OF MARION COUNTY, ITS SUCCESSORS OR ASSIGNS.

29. THE FOREGOING RESTRICTIONS MAY BE AMENDED AT ANY TIME BY THE OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS SUBJECT TO SUCH RESTRICTIONS. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY THE OWNER OR OWNERS CONCURRING THEREIN, SETTING FORTH FACTS SUFFICIENT TO INDICATE COMPLIANCE WITH THIS PARAGRAPH, AND RECORDED IN THE MARION COUNTY RECORDER'S OFFICE. EXCEPT AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE FOREGOING COVENANTS WILL BE IN FULL FORCE AND EFFECT UNTIL JULY 8, 2003, 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.

30. 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.

31. THE REAL ESTATE TO WHICH THESE COVENANTS APPLY IS SITUATED IN MARION COUNTY, STATE OF INDIANA, AND IS MORE PARTICULARLY DESCRIBED ON THE PLAT.

IN WITNESS WHEREOF, COVENTRY WOOD ASSOCIATES, AN INDIANA GENERAL PARTNERSHIP, BY ACHILLES ANGELICCHIO AND CHARLES A. PECHETTE, ITS MANAGING GENERAL PARTNERS, HAS CAUSED THE EXECUTION OF THE FOREGOING COVENANTS ON THIS 27th DAY OF JULY, 1983.

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. ANY EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN 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.

28. THE RIGHT OF ENFORCEMENT OF 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 THE BUILDING COMMITTEE, AND THE OWNERS OF THE LOTS IN THE SUBDIVISION, THEIR HEIRS AND PERSONAL REPRESENTATIVES, THEIR SUCCESSORS OR ASSIGNS, WHO ARE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO THE BUILDING COMMITTEE, OR TO ANY OTHER OWNER OR OWNERS. THE RIGHT OF ENFORCEMENT OF THE COVENANTS IS HEREBY ALSO GRANTED TO THE DEPARTMENT OF METROPOLITAN DEVELOPMENT OF MARION COUNTY, ITS SUCCESSORS OR ASSIGNS.

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Achilles Angelicchio
ACHILLES ANGELICCHIO, MANAGING
GENERAL PARTNER

Charles A. Pechette
CHARLES A. PECHETTE, MANAGING
GENERAL PARTNER

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ACHILLES ANGELICCHIO AND CHARLES A. PECHETTE, THE MANAGING GENERAL PARTNERS OF COVENTRY WOOD ASSOCIATES, AN INDIANA GENERAL PARTNERSHIP, WHO, FOR AND ON BEHALF OF SUCH PARTNERSHIP ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING CERTIFICATE AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

Doreen R. Wetzel
NOTARY PUBLIC - A RESIDENT OF
MARION COUNTY, INDIANA

MY COMMISSION EXPIRES:

October 30, 1983

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with the notary