



**THIRD AMENDED, RESTATED AND CONSOLIDATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR COVENTRY RIDGE – ALL SECTIONS**

Cross-Referenced Instrument Numbers:

Misc. Book 96, Pages 486-499 (Declaration of Covenants-Sec. 1)  
Plat Book 6, Pages 66-68 (Plat for Sec. 1)  
Misc. Book 103, Pages 828-841 (Declaration of Covenants-Sec. 2)  
Plat Book 6, Pages 74-75 (Plat for Sec. 2)  
Misc. Book 103, Pages 842-855 (Declaration of Covenants-Sec. 3)  
Plat Book 6, Pages 76-77 (Plat for Sec. 3)  
Misc. Book 103, Pages 929-942 (Declaration of Covenants-Sec. 4)  
Plat Book 6, Pages 78-79 (Plat for Sec. 4)  
Misc. Book 106, Pages 621-635 (Declaration of Covenants-Sec. 5)  
Plat Book 6, Pages 86-87 (Plat for Sec. 5)  
Inst. No. 2019013302 (Amended, Restated and Consolidated Declaration of Covenants)  
Inst. No. 2023003408 (Second Amended, Restated and Consolidated Declaration of Covenants)

**THIRD AMENDED, RESTATED AND CONSOLIDATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR COVENTRY RIDGE – ALL SECTIONS**

THIS THIRD AMENDED, RESTATED & CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY RIDGE - ALL SECTIONS, was executed as of the date set forth below.

WITNESSETH, that following statements are true:

The original developer (hereafter, “Developer”) of the Coventry Ridge community created Section 1 of the same by filing a certain “Declaration of Covenants and Restrictions-Coventry Ridge” (hereafter “Section 1 Declaration”) and the Plat thereof which were recorded in the Office of the Boone County Recorder on August 16, 1985, at Misc. Book 96, Pages 486-499 and Plat Book 6, Pages 66-68, respectively, which created and established Section 1 of Coventry Ridge consisting of Lots 30 through 70; and

The Developer created Section 2 of Coventry Ridge by filing a certain “Declaration of Covenants and Restrictions-Coventry Ridge” (hereafter “Section 2 Declaration”) and the Plat thereof which were recorded in the Office of the Boone County Recorder on May 15, 1987, at Misc. Book 103, Pages 828-841 and Plat Book 6, Pages 74-75, respectively, which created and established Section 2 of Coventry Ridge consisting of Lots 71 through 91; and

The Developer created Section 3 of Coventry Ridge by filing a certain “Declaration of Covenants and Restrictions-Coventry Ridge” (hereafter “Section 3 Declaration”) and the Plat thereof which were recorded in the Office of the Boone County Recorder on May 15, 1987, at Misc. Book 103, Pages 842-855 and Plat Book 6, Pages 76-77, respectively, which created and established Section 3 of Coventry Ridge consisting of Lots 92 through 106; and

The Developer created Section 4 of Coventry Ridge by filing a certain “Declaration of Covenants and Restrictions-Coventry Ridge” (hereafter “Section 4 Declaration”) and the Plat thereof which were recorded in the Office of the Boone County Recorder on May 21, 1987, at Misc. Book 103, Pages 929-942 and Plat Book 6, Pages 78-79, respectively, which created and established Section 4 of Coventry Ridge consisting of Lots 107 through 120; and

The Developer created Section 5 of Coventry Ridge by filing a certain “Declaration of Covenants and Restrictions-Coventry Ridge” (hereafter “Section 5 Declaration”) and the Plat thereof which were recorded in the Office of the Boone County Recorder on December 11, 1987, at Misc. Book 106, Pages 621-635 and Plat Book 6, Pages 86-87, respectively, which created and established Section 5 of Coventry Ridge consisting of Lots 121 through 140; and

In total, Coventry Ridge contains a total of one hundred eleven (111) Lots in the five (5) sections of Coventry Ridge; and

The Developer established the Coventry Ridge Homeowners Association, Inc. (hereafter, "Association"), an Indiana nonprofit corporation, through the filing of Articles of Incorporation with the Indiana Secretary of State on May 20, 1988, to manage the affairs of Coventry Ridge; and

At the recommendation of the Board of Directors of the Association, the Owners within Coventry Ridge Sections 1, 2, 3, 4 & 5 approved the "Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Coventry Ridge-All Sections" which was filed with the Boone County Recorder on December 23, 2019, as Instrument No. 2019013302, to govern all Sections of Coventry Ridge and all Owners of the Lots therein; and

At the recommendation of the Board of Directors of the Association, the Owners within Coventry Ridge Sections 1, 2, 3, 4 & 5 approved the "**Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Coventry Ridge-All Sections**" (hereafter, the "**Second Amended Declaration**") which was filed with the Boone County Recorder on April 27, 2023, as Instrument No. 2023003408, to govern all Sections of Coventry Ridge and all Owners of the Lots therein. The Second Amended Declaration, among other things, added Leasing Restrictions in Article 31, Sections 31.1 through 31.11; and

Pursuant to Section 30 of the Second Amended Declaration, it may be amended or changed, in whole or in part, at any time upon approval by the Owners of a majority of the Lots; and

At the recommendation of the Board of Directors of the Association, the Owners of a majority of the total number of Lots approved two (2) amendments to the Second Amended Declaration. The first was to approve an amendment to Section 9 regarding parking. The second was to approve an amendment to Section 7 regarding easement maintenance; and

For the convenience of all current and future Owners of Lots within Coventry Ridge, those two amendments have been incorporated below such that this Third Amended, Restated and Consolidated Declaration of Covenants and Restrictions supersedes and replaces the Second Amended Declaration from the year 2023.

NOW, THEREFORE, the Third Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Coventry Ridge-All Sections is follows:

The following standards, covenants and restrictions are established for all Sections of Coventry Ridge:

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 eve 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 than the number of original lots shown on the Plats. 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 lots 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. Furthermore, a lot owner may maintain a home occupation only if: (1) such office or business generates no significant number of visits or unreasonable parking usage by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such owner’s home; (3) there are no employees or independent contractors within the home other than the owner or other resident; (4) such owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; and (5) the owner complies with all provisions of local ordinances. 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. Architectural 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, a Lot Development Plan and any other data or information that may be requested, must be submitted to the architectural control committee of Coventry Ridge (the “Architectural Committee”) for its approval, said approval to be evidenced by a written instrument executed by a majority of the Architectural Committee members and delivered to the person or persons requesting such approval. No improvements, alterations, repairs, excavations, changes in grade or other work that in any way alters the grade or elevation of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by the Developer to an owner shall be made or done without the prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. Prior to the commencement, erection or alteration of any building, fence, wall, swimming pool, tennis court, patio, deck or other structure or exterior improvement by any owner, a Lot Development Plan shall be submitted to the Architectural Committee, and no building, fence, wall, swimming pool, tennis court, patio, deck or other structure or exterior improvement shall be commenced, erected, maintained, improved, altered, made or done by any person without the prior written approval of the Architectural Committee. For the purposes of this Declaration, “Lot Development Plan” means (i) a site plan prepared by a licensed engineer or architect, including site storm drainage and grading plans, (ii) material plans and specifications, (iii) landscaping plan, and (iv) all other information which the Architectural Committee may request with respect to the improvement of a lot or the construction or alteration of a structure or improvement thereon. On a case by case basis, the Architectural Committee, in its discretion, may waive some or all of the Lot Development Plan requirements.
  3. Architectural Committee. The Architectural Committee shall consist of lot owners who shall be appointed from time to time by the Board of Directors of the Coventry

Ridge Homeowners Association, Inc. In the alternative of appointing a separate committee, the Board of Directors of the Association may serve as the Architectural Committee. A majority of the members of the Architectural Committee constitutes a quorum for the transaction of business and the decision of a majority is controlling and final.

The Architectural Committee shall have the power to regulate the external design, appearance, use and location of all structures and other improvements upon a lot in such manner as to preserve and enhance values in Coventry Ridge and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography, and is authorized to determine whether the proposed structures and other improvements conform and are harmonious in external design with existing structures and topography, 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 for Coventry Ridge. It shall also undertake such other duties and responsibilities as are assigned to it herein or by the Association's Board of Directors. No charge will be made to any lot owner for examination of plans or for giving approval for construction thereon. In the event the Architectural 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 and actual receipt, the Architectural Committee is deemed to have disapproved such plans.

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

Outbuildings shall be permitted so long as the owner obtains prior approval from the Architectural Committee and the outbuilding complies with the shed regulations adopted by the Board of Directors. A copy of the shed regulations can be obtained from the Association's website or from any member of the Board of Directors or Architectural Committee.

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 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 boundaries of the multiple lots. A minimum finished floor elevation, shown on the development plans for Coventry Ridge, was 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 Architectural Committee.
  
7. Easements. Lots are subject to easements for drainage, sanitary sewers and other utilities and access as shown on the Plats and marked "D.E.", "U.E." or "D. & U.E.", as applicable, which are reserved for the use of lot owners, the owners from time to time of any 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. 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 mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements. Certain lots are also subject to access easements as shown on the Plat for the use by the public for pedestrian ingress and egress to and from Willow Avenue (now called Willow Road) and Bayberry Lane. The access easement may be improved by a concrete or asphalt sidewalk. The owner of a lot which is subject to an access easement shall maintain such easement (excluding the improvements thereon) in a slightly condition and in proper repair. The Board of Directors shall maintain the improvements located on the entry sign easements, as well as on any access easements (inclusive of sidewalks located thereon), 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. Without the written consent of the Architectural Committee, no structure, including fences shall be built on any drainage, 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 the Architectural Committee.

8. Driveways. All driveways shall be paved.
9. Vehicle Parking. No camper, motor home, recreational vehicle, truck (over 1 ton capacity), trailer, boat or disabled vehicle may be parked or stored overnight or longer on any street or Lot in Coventry Ridge, unless the same shall be screened in such a manner that it is not visible to the occupants of the other Lots in Coventry Ridge or the users of any street within Coventry Ridge. A determination of what constitutes adequate screening shall be in the sole discretion of the Association's Board of Directors. Owners within Coventry Ridge may submit a written statement to the Association's Board of Directors explaining any special circumstances that the submitting owner believes would warrant an exception for the parking of a restricted vehicle as listed hereinabove, the Board of Directors shall have the sole discretion to approve or deny the owner's request. Any single approval by the Board shall not be construed as being applicable and/or binding for future instances.
10. Signs. Except for such signs identifying the subdivision as may be located on an entry sign easement, or except as otherwise approved or authorized by the Association's Board of Directors, 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.
11. Fencing and Plantings. No fence, wall, hedge or shrub planting higher than eighteen (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 or 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 Architectural Committee. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. As of November 2013, the finished side of newly installed or replaced fencing should face outward. 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 cash 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.
12. 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. If any owner fails to comply with this requirement, the Association, acting through its Board of Directors, may cause the weeds to be cut and the lot cleared of such growth at the expense of the lot owner, and the Association shall have a lien against the lot for the expense thereof. All such costs incurred shall also constitute the personal obligation of the lot owner to the Association.
  13. 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. As prescribed by local ordinance, barking dogs constitute a nuisance.
  14. 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.
  15. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective lots such that they will not be a nuisance. As prescribed by local ordinance, owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining owners.
  16. Mailboxes. All mailboxes installed at the street to service lots in Coventry Ridge shall be uniform and shall be of a type, color and manufacture approved by the Architectural Committee and as shown on the Association's website. Mailboxes and posts shall be kept in good condition and repair by the lot owner. Lot owners are also responsible for painting the mailbox posts. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Committee.
  17. Septic Systems. No septic tank, absorption field or any other onsite 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.

18. 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.
  
19. 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 on Coventry Ridge is subject to assessment for the costs of maintenance of 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. Each owner shall maintain the subsurface drains and tiles located on his lot and shall be liable for the cost of all repairs thereto or replacement thereof.
  
20. Antennas and Receivers. No satellite receiver or downlink shall be permitted on any lot except as permitted under applicable law, nor shall any exterior antenna be permitted thereon, without the prior written consent of the Architectural Committee.
  
21. Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot lines so as to shine or reflect directly upon another lot. 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 Architectural Committee or Board of Directors prior to the installation thereof. Each such light fixture shall also have a bulb of maximum wattage approved by Architectural Committee 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.

22. 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.
23. Assessments. The Architectural Committee or Board of Directors 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 Architectural 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.
24. 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 the personal obligation of such owners as well as 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 Board of Directors of the Association, or shall be subject to a late fee in an amount determined by the Board. The Association shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment plus any expenses or costs, including attorney’s fees, incurred by the Association in collecting the same. If the Board of Directors of the Association has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by 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 Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association's Board of Directors 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.

25. Owners Association. The not-for-profit corporation known as "Coventry Ridge Homeowners Association, Inc." (the "Association") was established upon the filing of Articles of Incorporation with the Indiana Secretary of State on May 20, 1988. The Articles of Incorporation of the Association (the "Articles") and the By-Laws of the Association provide that each owner of a lot in Coventry Ridge is a member of the Association as long as he/she is an owner of a lot and that each lot shall have appurtenant thereto one (1) vote that may be cast by the owners of such lot on all matters upon which members of the Association may vote, including the election of the Board of Directors of the Association (the "Board"). The Articles and By-Laws may vest in the Association such further powers as are not inconsistent with the provisions of this Declaration and in furtherance of its purposes.
26. Block A. Block A as shown on the Plat of Section 5 is devoted for use in connection with the sewerage treatment plant located on the parcel within Block A denoted on the Plat as "Exception." The parcel designated as the Exception is owned by the Town of Zionsville. The sewer easements (S.E.) shown on Block A are intended to provide means for the drainage of sewage to and from the treatment plant. The access easement located on Lot 121 is limited to use by the Town of Zionsville and any successor owner of the treatment plant for ingress and egress to and from Block A.
27. 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 the Association and the owners of the lots in Coventry Ridge, their heirs and assigns, who are entitled to such relief without being required to show any damage of any kind to the Association or any owner or owners by or through any such violation or attempted violation. The Town of Zionsville Building Inspector, members of the Board of Directors and the members of the Architectural Committee of the Association 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 the Declaration and conformity with lot development plans and with any other plans or submittals made to the Building Inspector, the Architectural Committee or the Board of Directors upon which approvals required by this Declaration were or are to be based. Neither the Board of Directors nor the Architectural Committee 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.

If the Association or any Owner is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of this Declaration, together with the Association's rules and regulations, it shall be entitled to recover from the party against whom the proceeding was brought all of the reasonable attorneys' fees and related costs and expenses it incurred in such proceeding.

No delay or failure on the part of the Association or any owner to seek any available remedy regarding a violation of any provision of this Declaration or adopted rule of the Association will be a waiver by the Association or any owner (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of a violation of a provision of this Declaration or rule adopted by the Association. Likewise, no delay or failure of the Association or any owner to enforce any particular provision of this Declaration or a rule adopted by the Association will be a waiver or estoppel of the Association or owner to enforce any other provision of this Declaration or rule adopted by the Association.

28. 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.
29. Home and Lot Maintenance. Each Owner shall be responsible for maintaining and keeping his Lot, home, and all other structural improvements located on his Lot in a good, clean, neat, sanitary and well maintained condition and shall do such work thereon as is required to cause such Lot and structural improvements to be so maintained. Each Owner shall maintain the dusk-to-dawn lights (including any yard lights) installed on his Lot in good working condition, including but not limited to, replacement of photo cells. Each Owner shall be responsible for the maintenance of the trees located on his Lot. The obligation to maintain a Lot shall exist, whether or not a home exists on such Lot, and the Owner of such Lot shall keep such Lot maintained in the same manner as such Lot would be maintained if a home existed thereon. If any Owner shall fail (i) to maintain and keep his Lot, home and other structural improvements located on his Lot in a good, clean and sanitary condition as determined by the Board of Directors; or (ii) to comply with the terms of this paragraph, the Association may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Association's lien on the Owner's Lot. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association its agents and employees, the right to

enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair, landscaping or other work contemplated herein.

30. General Provisions. This Declaration may be amended or changed, in whole or in part, at any time upon approval by the owners of a majority of the Lots who are in good standing. For purposes of this provision, “good standing” shall mean Owners who are no more than thirty (30) days delinquent on the payment of any assessments as determined by the Board at the time of the aforesaid approval. All Owners in good standing must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to this Declaration may be obtained:

- (a) at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association’s By-Laws; or
- (b) by written consents or approvals received from the Owners; or
- (c) pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended, including, but not limited to, written mail-in ballots; or
- (d) any combination of the above.

The President and Secretary of the Association shall execute the amendment, certifying that the Owners of a majority of the Lots who are in good standing approved such amendment. Thereafter, the amendment shall be filed with the Boone County Recorder.

Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until December 31, 2026, at which time they will be automatically extended for successive periods of ten years.

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

## **ARTICLE 31**

### **Leasing Restrictions Effective as of April 27, 2023**

Section 31.1. General Purposes of Leasing Restrictions. The Association’s members wish to ensure that the residents within Coventry Ridge share the same proprietary interest in and respect of the Lots and the portions of the community that the Association maintains. They also want to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Article 31 shall be applicable.

Section 31.2. Limits on the Number of Leased Lots (“Rental Cap”). **No more than two (2) of the one hundred eleven (111) Lots may be leased or rented to non-Owner occupants at any given time**, except as may be otherwise provided in this Article 31. The “Grandfathered Lots” defined and described in Section 31.3 below shall count towards the two (2) Lot “Rental Cap”. If at any time such number of Lots are leased or rented, an Owner who wants to rent or lease his or her Lot which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Lot shall immediately notify the Board of Directors of such fact and shall have thirty (30) days from the date on which the existing tenant moves out to enter into a new lease agreement with another tenant, and to provide a copy of such lease to the Board of Directors. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Board within thirty (30) days, then the Lot cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Lots. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors as to that Owner’s intent to lease his or her Lot. After receiving such notice, the Board of Directors shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within Coventry Ridge is currently being leased. If the maximum number of Lots is being leased, the Board of Directors shall also notify the Owner of that Owner’s position on the waiting list.

Section 31.3. Effective Date of “Rental Cap” on Existing Rentals. Within thirty (30) days after the date on which this Article 31 was filed with the County Recorder (the “Recording Date”, which was April 27, 2023), the Board of Directors provided written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 31.2 (the “Rental Cap”) shall not apply to the Owner of any Lot in Coventry Ridge which, as of the Recording Date, was rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mailed or otherwise delivered to the Board of Directors of the Association (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord’s Lot (or Lots) which was in effect as of the Recording Date. Such Lots shall be referred to as “Grandfathered Lots.” Such lease copies may have the rental amount deleted as well as any personal identifying information such as social security numbers. The Owners of such Grandfathered Lots shall not be subject to the provisions of Section 31.2, but were and shall be subject to the remaining provisions of this Article 31. However, when the legal Owners of record of any of the Grandfathered Lots sell, transfer, or convey such Lot(s) to another Owner after the April 27, 2023 date of recording of this Article 31, such Lot(s) shall immediately become subject to the Rental Cap.

If any such Owner-landlord of a leased or rented Lot failed to deliver a copy of such pre-Recording Date lease within said sixty-day period to the Board of Directors, that resulted in said Owner-landlord’s Lot being subject to the Rental Cap (from and after the date of expiration of

such pre-Recording Date lease). However, in no event shall the Rental Cap apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Lot continues to be occupied by one or more of the non-Owner occupants in possession of the Lot as of the April 27, 2023 Recording Date. Any Lot that falls under the exception of this Section 31.3 shall, nevertheless, be counted as one of the two (2) Lots that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Lot.

Section 31.4. Hardship Exceptions and Waiver. Notwithstanding anything else herein, if an Owner wishes to rent or lease his or her Lot, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the “Rental Cap” and approve a proposed lease if the Owner establishes to the Board’s satisfaction that the “Rental Cap” will cause undue hardship. If a majority of the entire Board of Directors approves the Owner’s request in writing, the Board of Directors shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board’s discretion, but only if the Owner satisfies all other requirements of this Article 31. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (a) death, dissolution or liquidation of an Owner;
- (b) divorce or marriage of an Owner;
- (c) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Coventry Ridge due to a change of employment or retirement of at least one (1) of such Owners;
- (d) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (e) other similar circumstances.

Section 31.5. General Lease Conditions.

- (a) All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board of Directors. Owners may not lease, rent, or otherwise operate their home and Lot on a hotel, transient or short-term rental basis. For the purpose of this Section 31.5, “short-term rental” is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a home and Lot or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted as well as personal identifying information)

shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.

- (c) No portion of any Lot other than the entire Lot shall be leased for any period.
- (d) No subleasing shall be permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of this Amended, Restated and Consolidated Declaration, the Association's By-Laws, and the rules and regulations adopted by the Board of Directors, as amended (collectively referred to hereafter as the "Governing Documents"), to the same extent as if the tenant were an Owner and a member of the Association.
- (f) All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.
- (g) The Owner shall supply copies of the Governing Documents to the tenants prior to the effective date of the lease.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
- (i) Owners must provide the Board of Directors with the name of the tenant(s) and any other residents living in the Lot, together with the phone number and email address of the tenant(s). Also, the Owner must provide the Board of Directors with the Owner's contact information such as address, email address and phone number.
- (j) To be eligible to lease his or her Lot, the Owner cannot be in violation of any provisions of the Governing Documents. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.

Section 31.6. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 31.7. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article 31 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including the right to recover from the violating Owner all attorneys fees, costs and expenses.

Section 31.8. Institutional Mortgagees. The provisions of this Article 31 shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Article 31.

Section 31.9. Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Article 31 and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Article 31, including but not limited to the delivery to the Board of Directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Article 31 and this Section 31.9, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Lot. If the Owner is selling his or her Lot via land contract, contract for deed, or similar agreement, the contract or memorandum thereof must be recorded with the County Recorder to be deemed valid. Failure to record the contract or memorandum thereof will automatically deem the document to be a lease for purposes of this Declaration.

Section 31.10. Three Year Waiting Period; Hardship Exceptions and Waiver. **For a period of at least three (3) years after an Owner's acquisition of a Lot, said Owner cannot lease or rent such Lot.** After such time, said Lot will be eligible to be leased if the Rental Cap has not been reached and all other conditions of this Article 31 are satisfied, and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 31.10, if an Owner wishes to lease a Lot prior to the end of the three-year waiting period, the Owner may apply to the Board of Directors for a hardship exception and waiver as described in Section 31.4 above.

Section 31.11. Certain Lots Not Counted as Rentals. The provisions of this Article 31 will not apply to any situation where a Lot is occupied by one or more family members of the Lot Owner (persons related by blood, marriage, adoption, foster care, or guardianship). Thus, this kind of occupancy will not be considered a "rental." Likewise, any Lot owned by a Trust or an Estate will not be considered a "rental" if the resident is (i) the Trustee, (ii) the Fiduciary of an Estate, or (iii) a beneficiary of the Trust or Estate.

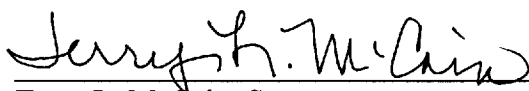
The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to the foregoing have been fulfilled and satisfied, and that the statements herein are true.

Executed this 9 day of August, 2024.

Coventry Ridge Homeowners Association, Inc., by:

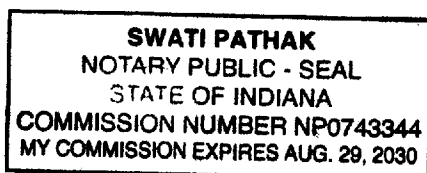
  
Adam Overberg, President

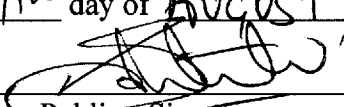
Attest:

  
Terry L. McCain, Secretary

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF BOONE       )

Before me, a notary public, in and for said County and State, personally appeared Adam Overberg and Terry L. McCain, the President and Secretary, respectively, of Coventry Ridge Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 9<sup>th</sup> day of AUGUST, 2024.



  
Notary Public - Signature

Printed

SWATI PATHAK

My Commission Expires:

08/29/2030

Residence County: HAMILTON

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." /s/ P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216.  
(317) 536-2565.