

Robert J. Wilson

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**Villas of Coventry, Inc.**

RECORDER OF DEKALB CO, IN

**Covenants & Restrictions**

KATIE FIRESTONE

RECORDED AS PRESENTED

FEE AMOUNT: 25.00

**AMENDED AND RESTATED DECLARATION OF COVENANTS FOR CERTAIN LOTS  
IN VILLAS OF COVENTRY, AN ADDITION TO THE CITY OF AUBURN,  
INDIANA (AS PREVIOUSLY RECORDED ON OCTOBER 25, 2006,  
AS DOCUMENT NUMBER 20607560 IN THE OFFICE OF THE RECORDER OF  
DEKALB COUNTY, INDIANA)**

WHEREAS, Declarants are the owners in fee simple of Lots Fifty-Seven (57) through Seventy-three (73) and Ninety-Three (93) and Ninety-Four (94), an addition to the City of Auburn, DeKalb County, Indiana, according to the recorded Plat thereof and any amendments thereto of the records of DeKalb County, Indiana, and desire to impose upon each and all of said Lots the covenants hereinafter set forth:

NOW THEREFORE, Declarants hereby declare that all of the aforesaid Lots Numbered (57) through Seventy-three (73) and Ninety-Three (93) and Ninety-Four (94), an addition to the City of Auburn, DeKalb County, Indiana, shall be impressed with and shall be held, sold, and conveyed subject to all of the following covenants which shall run with said Lots and be binding on all parties now having or hereafter acquiring any right, title or interest in the same or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Architectural Committee" shall mean an advisory board consisting of one (1) Board member and two (2) appointed homeowners whose responsibilities include maintaining the aesthetic and structural integrity of the Association. Homeowners are required to consult with the Architectural Committee before altering the original appearance of their home in order to maintain a sense of uniformity of the development.

Section 2. "Association" shall mean and refer to the Villas of Coventry Homeowners Association, Inc., an Indiana Not-For-Profit Organization, its successors and assigns.



Section 3. "Board" shall mean and refer to the Officers of the Association. Officers are President, Vice-President, Treasurer, Secretary, and Member At-Large.

Section 4. "Living Unit" shall mean and refer to either the portion of a building erected on any Lot which is described and intended for the use and occupancy as a residence by a single family which portion of said building is divided by a common wall from another like portion of said building, or a single living villa unit.

Section 5. "Lot" shall mean and refer to either or any part of Lots Numbered Fifty-Seven (57) through Seventy-Three (73) and Ninety-Three (93) and Ninety-Four (94), consecutive and inclusive in the Villas of Coventry Subdivision.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons of the fee simple title to any lot or part thereof which is a part of the properties hereinafter defined including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to the aforesaid Lots Numbered Fifty-Seven (57) through Seventy-three (73) and Ninety-Three (93) and Ninety-Four (94), in the Villas of Coventry Subdivision, an addition to the City of Auburn, DeKalb County, Indiana.

## **ARTICLE II ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS**

Section 1. Membership: Upon the closing of any property within the Association, the purchaser and owner thereof shall immediately become a member of the Association on the date of said conveyance. Upon becoming a member of the Association, a member shall be obligated to contribute to the maintenance assessments in accordance with Article III of this Declaration, and shall be bound by all of the other terms of this Declaration. Membership shall be connected to and may not be separated from the ownership of any Lot.

Section 2. Class of Membership: The Association shall have one (1) class of voting membership.

Class A. Owners shall be all members of the Association and shall be entitled to one (1) vote for each lot owned. In no event, shall more than one (1) vote be cast with respect to any lot.

Section 3. Board: The Owners of Lots shall elect the Board consisting of a President, Vice-President, Treasurer, and Secretary, and a Member-At-Large as prescribed by the Association's By-laws. The Board shall manage the affairs of the Association.

### **ARTICLE III COVENANT FOR MAINTENANCE AND ASSESSMENTS**

#### **Section 1. Creation of The Lien and Personal Obligation of Assessments.**

- a) Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
  - 1) monthly assessment or charge;
  - 2) special assessments for improvements and operating deficits; and,
  - 3) special assessments, as provided in Articles IV.
- 4) Such assessments are to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees when in arrears, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, when in arrears, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title unless such successors expressly assume the same.

Section 2. Maximum Monthly Assessments

- a) As of April 1, 2019, the monthly assessment on any living unit shall be One Hundred Fifteen Dollars (\$115) per living unit.
- b) From and after April 1, 2019, the maximum monthly assessments may be increased each calendar year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.
- c) From and after April 1, 2019, the maximum monthly assessment may be increased above ten per cent (10%) by a vote of a majority of the members who are eligible to vote in person or by proxy, at a meeting duly called for this purpose.
- d) The Board of the Association may fix the monthly assessments at an amount not in excess of the maximum.
- e) A portion of such monthly assessments may be set aside or otherwise allocated in a reserve fund for the purpose of providing maintenance of the common properties.

Section 3. Special Assessments for Capital Improvements and Operating Deficits

- a) In addition to the monthly assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such Assessments shall have the assent of a majority of the voters of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized  
Under Sections 2 & 3

- a) Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of the membership shall constitute a quorum.
- b) Any quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or the Bylaws, shall require the presence at the meeting of 60% of members or proxies entitled to cast votes. If, however, a quorum is not present or represented at the meeting, subsequent meetings will be scheduled until a quorum is present.

Section 5. Uniform Rate of Assessments

- a) Both regular and special assessments for capital improvements and operating deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

Section 6. Date of Commencement of Monthly Assessments;  
Due Dates

- a) The monthly assessments provided for herein shall commence as to each Lot on the first day of the first month following the conveyance of such Lot by Declarant.
- b) The Board shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. No special assessments shall be made against any Lot prior to the aforesaid date on which monthly assessments against it first commence.
- c) Written notice of special assessments and such other assessment notices as the Board shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board. A receipt for proof of payment will be provided to the homeowner upon request.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association

- a) If any assessment (or regular installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 6 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot assessed, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.
- b) If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, or both. Costs of preparing and filing the Complaint in such action shall be added to the amount of such assessments; and in the event a judgment is obtained, such Judgment shall include interest on the assessments as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action in favor of the prevailing party.
- c) No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot.

Section 8. Subordination of The Lien to Mortgages

- a. The lien of the assessments provided for herein shall be subordinate to the lien of any first line mortgage and any purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any
- b. The Lot Owners representing 60% of the Owners of the Lots of the
- c. Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

assessments thereafter becoming due or from the lien thereof, provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any said mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

#### **ARTICLE IV MAINTENANCE**

##### Section 1. Maintenance by Owners

- a) The Owner of each Lot shall furnish and be responsible for, at his own expense, all the maintenance, repairs, decorating and replacement within his living unit, including the heating and air conditioning system and any partitions and interior walls. Each Owner shall repair any defect occurring within his living unit which, if not repaired, might adversely affect an adjoining living unit if any. He also shall be responsible for the maintenance, repair, and replacement of all windows in his residence and also the doors leading in to the residence, including garage doors, and any and all other maintenance, repair and replacements of the improvements on his Lot which the Association is not required to perform; provided, that any change in the color of exterior doors and garage doors, window frames and other exterior of a living unit which is the Owner's obligation to maintain must be first approved in writing by the Architectural Committee.
- b) No Owner shall make any alterations or additions to the exterior of his living unit without the prior written approval of the Architectural Committee. Further, no Owner shall make any alterations to and within his respective living unit which would affect the safety or structural integrity of the building in which the living unit is situated or to which it may be attached.

##### Section 2. Maintenance Obligations of the Association

- a) The Board will contract for lawn maintenance and snow removal from the paved portions of said driveways and service walks.

b) The Board will contract for lawn care, pond management and maintenance, and repair to common areas.

c) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of repairs shall be reimbursed to the Association in full by the Owner.

## **ARTICLE V INSURANCE**

### Section 1. Casualty Insurance

a) Each Owner of a Lot shall be responsible for, and continuously maintain a casualty insurance policy or policies affording fire and extended coverage insurance for such Owner's properties and all living units thereon, in an amount equal to the full replacement costs.

### Section 2. Liability Insurance

- a) The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board shall deem appropriate. Such comprehensive public liability insurance policy shall cover the Association, its Board, common areas, and Committees.
- b) The Association may also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance and such other insurance as the Board of Directors shall from time to time deem necessary, advisable, or appropriate.

### Section 3. Fidelity Bond

The Association shall further purchase and continuously maintain a fidelity bond containing errors and omission coverage, for the benefit of all Owners and their mortgagees protecting them against any and all damages, costs and expenses, including reasonable attorneys' fees,



which they or any of them may suffer or incur by reason of the defalcation, misapplication or conversion of monies paid by Owners to the Association or its Board or of monies received by the Association, its Board, or any officers, employee or agent thereof to be held in trust for owners and/or their mortgagees.

#### Section 4. Casualty and Restoration

Damage to or destruction of any living unit, lot or other improvements due to fire or any other casualty or disaster shall be promptly repaired and reconstructed. Restoration of any living unit shall mean construction or rebuilding as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

### **ARTICLE VI GENERAL PROVISIONS**

#### Section 1. Right of Enforcement

- a) The Association (individually or collectively), shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these covenants. Failure by the Association to enforce any provisions in the covenants shall in no event be deemed a waiver of the right to do so later.

#### Section 2. Amendment

- a) This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of DeKalb County, Indiana, signed by the then Owners of at least sixty per cent (60%) of the Lots.

#### Section 3. Timeframe

- a) This Declaration shall be effective and binding for a period of twenty (20) years from the date of recordation in the Office of the Recorder of DeKalb County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of

the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 4. Notice to Mortgagees

- a) The Association, upon request, shall provide written notification to any Lender holding a first mortgage or purchase money mortgage upon any Lot, specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, which default has not been cured within sixty (60) days.

**ARTICLE VII  
ADDITIONAL COVENANTS**

This Association stresses uniformity of front yard and lawn design when viewed from the street. Items that should go before the Architectural Committee prior to implementation include but are not limited to privacy panels, planting of trees, pergolas and patio enhancements and landscaping. The Architectural Committee will make every attempt to reach a satisfactory conclusion to owner requests and/or disputes.

Section 1. Fences and Clothes Lines. No fences and no clothes lines shall be permitted. Privacy panels are permitted upon approval of the Architectural Committee.

Section 2. Pets and Livestock. No lot shall be used for raising, breeding, or keeping of any livestock or poultry except as household pets, and provided that the household pets are not kept, bred, or maintained for any commercial purpose. Pets must be restrained according to City of Auburn Ordinances.

Section 3. Radio and Television Antenna. No radio or television antenna nor solar panels or similar structures shall be allowed on any lot or attached to any residential structure located on any lot unless specifically approved by the Architectural Committee.

Section 4. Sheds. No lot shall be allowed to have a tool or storage shed.

Section 5. Pools. No pools or hot tubs of any type shall be permitted on any lot unless specifically approved by the Architectural Committee.

Section 6. Trailers/RVs/Motorized Vehicles. No trailers, recreational vehicles, or cargo units shall remain outside within the subdivision for more than 72 hours. No semi-trailer parking is allowed at any time. All vehicles shall be licensed and be equipped for on-road driving. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance, or which is hazardous by reason of fire, explosion, or in violation of the laws of the State of Indiana, the County of DeKalb, or the City of Auburn.

Section 7. Garage/Yard Sales. The maximum number of garage/yard sales per lot per year shall be 2 and said sales shall be no more than 3 days in length. No such sales shall occur on Sundays.

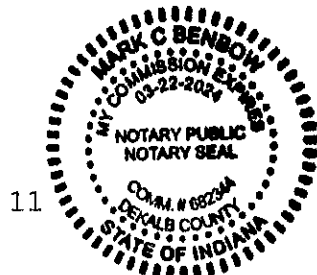
Section 8. Gardens. The only vegetable gardens permitted shall be raised gardens.

Section 9. Lawn Maintenance. Each property owner is responsible for maintaining their property in such a way as to provide clear access for lawn mowing.

Section 10. Temporary Dwelling. No structure of a temporary character (camper, motor home, trailer, manufactured home, tent, tool shed, or other outbuilding) shall be used as a residence either temporarily or permanently.

IN WITNESS WHEREOF, the undersigned has caused this Amended And Restatement Declaration of Covenants For certain Lots In Villas of Coventry, An Addition to The City of Auburn, Indiana, to be executed on this 13<sup>TH</sup> day of AUGUST, 2019.

Villas of Coventry Homeowners Association, Inc.



*Robert Wilson*

Robert Wilson, President

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

*Robert J. Wilson*

The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 57: Ron Tetzloff or Laurie Tetzloff  
2219 Chandler Way, Auburn IN 46706

Ronald L. Tetzloff

Janet Landrum  
2217 Chandler Way, Auburn, IN 46706

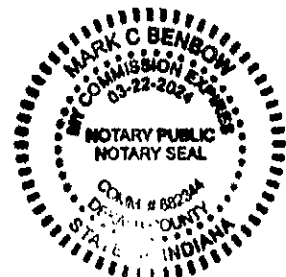
Janet Landrum

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>TH</sup> day of AUGUST, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration Of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

MARK C. BENBOW Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 58: Carolyn Hudson  
2215 Chandler Way Auburn, IN 46706

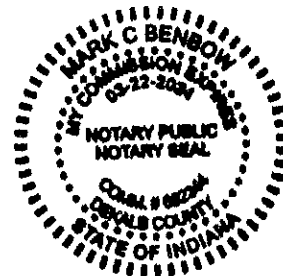
Carolyn Hudson

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>th</sup> day of August, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

MARK C. BENBOW, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 1682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 59: Glenn Wolfe or Kay Wolfe  
2211 Chandler Way Auburn, IN 46706

Kay Wolfe

Greg Vick or Cathy Vick  
2209 Chandler Way Auburn, IN 46706

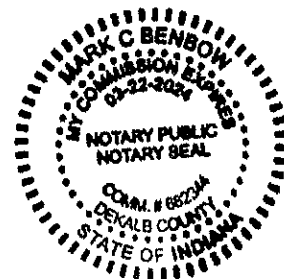
Catherine L Vick

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>TH</sup> day of AUGUST, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

MARK C. BENBOW Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 602344  
My Commission Expires: 8-22-2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 60: <sup>JCC</sup> Jason Crowley or Jodi Hall  
2207 Chandler Way Auburn, IN 46706

Jason Crowley

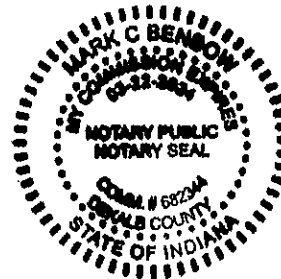
STATE OF INDIANA )

COUNTY OF DEKALB )

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MARK C. BENSON, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 61: Robert Walker or Donna Walker  
2203 Chandler Way Auburn, IN 46706

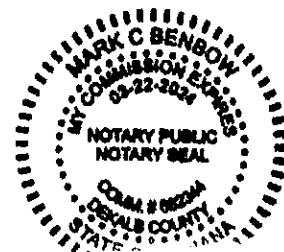
Donna J. Walker

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>TH</sup> day of AUGUST, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Mark C. Benbow, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 1682344  
My Commission Expires: 3.22.2024





The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 62: Terry Furnish  
2202 Chandler Way Auburn, IN 46706

Terry H. Furnish

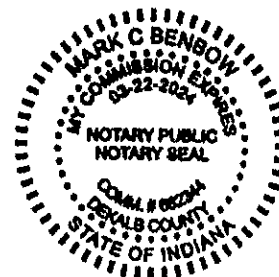
STATE OF INDIANA     )  
                                  )

COUNTY OF DEKALB     )

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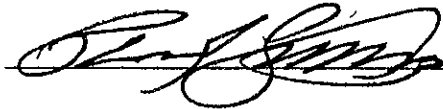
Mark C. Benbow, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682.344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 63: Craig Floyd  
2204 Chandler Way Auburn, IN 46706

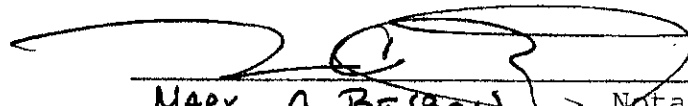


Paul Smith or Mary Smith  
2206 Chandler Way Auburn, IN 46706



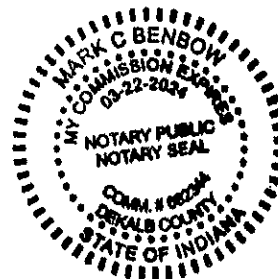
STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

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MARK C. BENBOW Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 65: Bill Brand or Peg Brand  
2212 Chandler Way Auburn IN 46706

W Brand

STATE OF INDIANA )

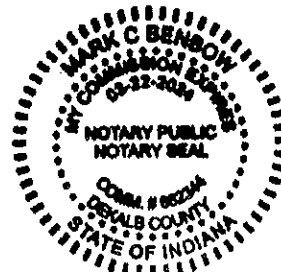
)

COUNTY OF DEKALB )

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MARK C. BENBOW, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 66: Phil Pinkerton or Jean Pinkerton  
1504 Coventry Court Auburn, IN 46706

*Phil Pinkerton*

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>th</sup> day of AUGUST, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

*Mark C. Benson*  
MARK C. BENSON, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 67: Ron Clark or Barb Clark  
1508 Coventry Court Auburn, IN 46706

Ron Clark

John Dennis or Ellen Dennis  
1510 Coventry Court Auburn, IN 46706

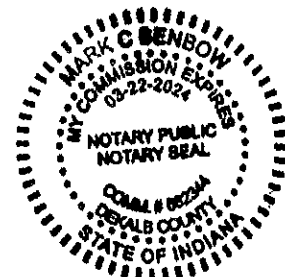
John E. Dennis

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

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MARK C. BENBOW Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 68: Peggy Springer  
1512 Coventry Court Auburn, IN 46706

Peggy Springer

Ann Furnish  
1514 Coventry Court Auburn, IN 46706

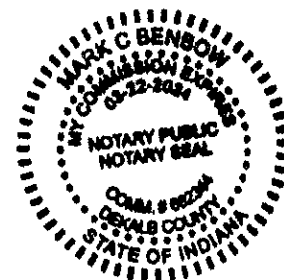
Ann Furnish

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>TH</sup> day of AUGUST, 2019, personally appeared        at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

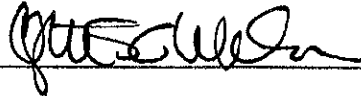
MARK C. BENSON, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024

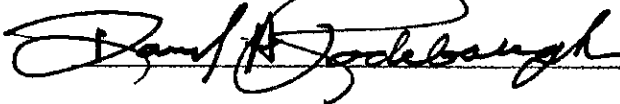


The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 69: Robert Wilson or Cindy Wilson  
1516 Coventry Court Auburn, IN 46706




Dave Rodebaugh or Linda Rodebaugh  
1518 Coventry Court Auburn, IN 46706



STATE OF INDIANA     )  
                                      )  
COUNTY OF DEKALB    )

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MARK C. BENSON, Notary Public  
Residing in DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 70: Sheryl Whittington  
1509 Coventry Court Auburn, IN 46706

Sheryl Whittington

Mike Steury or Ruth Steury  
1511 Coventry Court Auburn, IN 46706

Mike B. Steury

STATE OF INDIANA     )  
                                      )  
COUNTY OF DEKALB     )

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MARK C. BENSON Notary Public

Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024





The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 71: Karl Kaufmann or Diann Kaufmann  
1505 Coventry Court Auburn, IN 46706

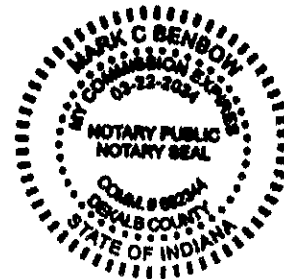
Diann Kaufman

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

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MARK C. BENBOW, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 72: Gary Nordmann or Christine Nordmann  
2302 Chandler Way Auburn, IN 46706

*[Signature of Gary Nordmann]*  
*[Signature of Christine A. Nordmann]*

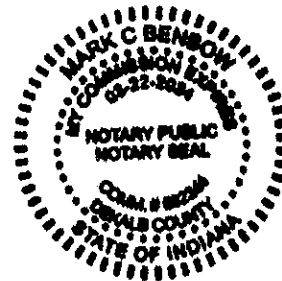
STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

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*[Signature of Mark C. Benson]*  
MARK C. BENSON, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344

My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 73: Pat Delagrang  
2304 Chandler Way Auburn, IN 46706

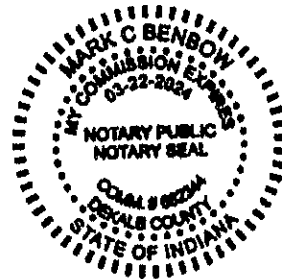
Pat Delagrang

STATE OF INDIANA     )  
                                  )  
COUNTY OF DEKALB    )

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MARK C BENBOW, Notary Public  
Residing In DEKALB County, Indiana

My Commission Number: 682344  
My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 93: Jerry Heffley or Clodine Heffley  
2305 Chandler Way Auburn, IN 46706

Clodine Heffley

STATE OF INDIANA )

)

COUNTY OF DEKALB )

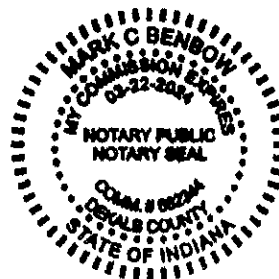
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MARK C. BENBOW

MARK C. BENBOW, Notary Public  
Residing in DEKALB County, Indiana

My Commission Number: 682344

My Commission Expires: 3.22.2024



The Lot Owners representing 60% of the Owners of the Lots of the Villas of Coventry, An Addition to The City of Auburn, DeKalb County, Indiana.

Lot 94: Carol Straub

2303 Chandler Way Auburn, IN 46706

2301 Chandler Way Auburn, IN 46706

Carol Straub

STATE OF INDIANA )

)

COUNTY OF DEKALB )

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>TH</sup> day of AUGUST, 2019, personally appeared at the Villas of Coventry Homeowners Association special meeting, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

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