

RECORDED
05/29/2002 11:13:39
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

M. Eschrich, Esq.
12711. Stalling Water Blvd.
46843

AUDITORS OFFICE
Duty entered for taxation. Subject
to final acceptance for transfer.

MAY 29 2002

[Signature]
AUDITOR OF ALLEN COUNTY

02. 5456
AUDITORS NUMBER

156
24

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 1 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared David L. DeGroot & Carolyn A. DeGroot, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Spiller S. Cage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

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The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 7th day of May, 2002.

Lot Number 4 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Harriet M. Leibman & Shirley M. Leibman, Husband & Wife, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 7th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

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The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 17th day of May, 2002

Lot Number 05 of Covington Reserve

Thomas J. Eckrich

Sally S. Eckrich

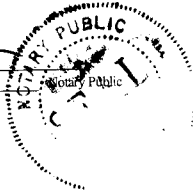
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Eckrich and Sally S. Eckrich, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 17th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/19/10
Resident of Allen County, IN

Name Printed: Curtis Yoder



This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

102031

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

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ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 7th day of May, 2002.

Lot Number 6 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

B. Diane Guiter
wife
Charles E. Guiter
husband of
G. Diane Guiter
Charles E. Guiter

Before the undersigned, a Notary Public in and for said County and State, personally appeared B. Diane Guiter & Charles E. Guiter, Husband & Wife, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 7th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Gage
Name Printed: Shirley S. Gage
Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

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ARTICLE IV
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ASSOCIATION ASSESSMENTS

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ARTICLE VII

GENERAL PROVISIONS

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Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3 day of April, 2002.

Lot Number 8 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Donald R. Hille
Lana S. Hille

Before the undersigned, a Notary Public in and for said County and State, personally appeared DONALD R. & LANA S. HILL, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3 day of MAY, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-6-08
Resident of Allen County, IN

Name Printed: Jeane K. Bair Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
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Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 10th day of May, 2002.

Lot Number 13 of Covington Reserve

Helene Busen

L. Irene Buser

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Irene Buser, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S Gage Notary Public:

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
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A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 8th day of May, 2002.

Lot Number 14 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Dorothy J. Dice
Charles E. Dice
Husband & Wife
Dorothy J. Dice
Charles E. Dice

Before the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy J. Dice & Charles E. Dice, Husband & Wife, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 8th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Edge Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 14 day of May, 2002.

Lot Number 116 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

National City Bank of Indiana Personal
Representative Harry W. S. Kinner Estate
Daniel A. Brenner
Assistant Vice President and Trust Officer
Swearing Space of Marilyn S. Kinner
Daniel A. Brenner

Before the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL A. BRENNER, TRUST OFFICER OF NATIONAL CITY BANK INDIANA, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 14th day of MAY, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 1/31/2009
Resident of WELLS County, IN

Erna R. Springer
Name Printed: ERNA R. SPRINGER Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. **Assignments.** The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument,

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 17 of Covington Reserve

Fritz J. Ober

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Fritz J. Ober, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Eager Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

**AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

**ARTICLE V
ASSOCIATION ASSESSMENTS**

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit, as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 20th day of May, 2002.

Lot Number 18 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Margaret J. Miller,
Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for
the purposes and uses therein set forth this 30th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed:

Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 9 of Covington Reserve

Paula J. Dickmeyer

Paula J. Dickmeyer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Paula J. Dickmeyer, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: April 18, 2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 21st day of May, 2002.

Lot Number 21 of Covington Reserve

Leon B. Himmelstein
Phyllis A. Himmelstein
Wife
Leon B. Himmelstein
Phyllis A. Himmelstein

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Leon B. Himmelstein & Phyllis A. Himmelstein, husband & wife owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 21st day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Gager
Name Printed: Shirley S. Gager Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

102031

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 16th day of May, 2002.

Lot Number 22 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared James R. Weir, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 16th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 02/13/09
Resident of Allen County, IN

Name Printed: Veronica Marquez ☒ Not Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 15th day of May, 2002.

Lot Number 10 of Covington Reserve

John R. Goodwin

Lot Number 23 of Covington Reserve

John R. Goodwin

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared John R. Goodwin, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 15th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 02/13/09
Resident of Allen County, IN

Name Printed: Veronica Marquez Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 25 of Covington Reserve

Jean Anne Miller Jasch
Jean Anne Miller Jasch

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Jean Anne Miller Jasch, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Gage
Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishing, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 8 day of May, 2002.

Lot Number 76 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Thomas J. Galligan Jr.
Kathleen L. Galligan
Thomas J. Galligan Jr.
Kathleen L. Galligan

Before the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS J. GALLIGAN & KATHLEEN L. GALLIGAN, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 8th day of MAY, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-30-08
Resident of ALLEN County, IN

Karen Howenstine
Name Printed: KAREN HOWENSTINE Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 27 of Covington Reserve

Howard T. Shank (deceased)

Alice M. Shank

Alice M Shank

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Alice M. Shank, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Engle Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 28 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

_____, 2002.

Duane E. Steward
Kate G. Steward

Duane E. Steward
Kate G. Steward

Before the undersigned, a Notary Public in and for said County and State, personally appeared Alvare E. & Kate G. Steward, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 2nd day of March, 2002.

Lot Number 30 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared John H. Southard, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 2nd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Spencer S. Cooper Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

**ARTICLE V
ASSOCIATION ASSESSMENTS**

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

AUDITOR'S OFFICE
Duty entered for taxation. Subject
to final acceptance for transfer.

MAY 29 2002


AUDITOR OF ALLEN COUNTY

02 5456
AUDITORS NUMBER

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 8th day of May, 2002.

Lot Number 31 of Covington Reserve

Clota M Bowlin
Clota M. Bowlin

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Clara M. Boutin, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 8th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Edge Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 32 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared James F. Monnier & Lucy J. Monnier, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Whitley S. Page Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 8th day of May, 2002.

Lot Number 33 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Ronald L. Bates
Anita M. Bates
Ronald L. Bates
Anita M. Bates

Before the undersigned, a Notary Public in and for said County and State, personally appeared Ronald L. Bates & Anita M. Bates, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 8th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Hage
Name Printed: Shirley S. Hage
Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 21st day of May, 2002.

Lot Number 35 of Covington Reserve

James P. Gayer Sr.
James E. Gayer Sr.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared James E. Geyer Sr., Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 21st day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 21st day of May, 2002.

Lot Number 36 of Covington Reserve

Lynn M. Mudge
Lynn M. Mudge

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Ryan M. Mudge, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 21st day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage (Notary Public)

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 7th day of May, 2002.

Lot Number 37 of Covington Reserve

Sarah G. Kniss

Sarah G. Kniss

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Sarah G. Kniss, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 7th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 38 of Covington Reserve

Jacquelyn O. Claussen, Trustee
G/A Jacquelyn O. Claussen Revocable
Living Trust Agreement Dated 2/21/94

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Jacquelyn O. Claussen

Before the undersigned, a Notary Public in and for said County and State, personally appeared Jacquelyn O. Claussen, Trustee G/A Jacquelyn O. Claussen Revocable, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

JOLISA R BUCHER
NOTARY PUBLIC STATE OF INDIANA
My Commission Expires ALLEN COUNTY
Resident of County, IN MAY 2008

Jolisa Bucher
Name/Printed: Jolisa Bucher Notary Public

This instrument prepared by:

G. William Fishing, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

1026-11

INDIANA 11-24

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 40 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Robert P. & Joanne A. Alderdice, Owners, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3 day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: Mar. 27, 2007
Resident of Whitley County, IN

Judy R. Fleming
Name Printed: Judy R. Fleming Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

102031

JUDY E FLEMING
NOTARY PUBLIC STATE OF INDIANA
WESTLEY COUNTY
MY COMMISSION EXPIRES MAR 27 2007

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 7th day of May, 2002.

Lot Number 43 of Covington Reserve

Roger L. Stroble & Esther E. Stroble Family Trust

Laura Jean Stroble, Trustee
Laura Jean Stroble

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Roger Strode & Esther E. Strode Family Trust, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 7th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. **Assignments.** The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 7th day of May, 2002.

Lot Number 44 of Covington Reserve

Anna J. Stroble

Donna J. Struble

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Donna J. Struble, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 7th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S Edge Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. **Assignments.** The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 8th day of May, 2002.

Lot Number 45 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Diana B. Himer, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 8th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley Seage Notary Public

This instrument prepared by:

G. William Fisher, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 14th day of May, 2002.

Lot Number 48 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Thomas W. Yoder
Marilyn A. Yoder
Thomas W. Yoder
Marilyn A. Yoder

Before the undersigned, a Notary Public in and for said County and State, personally appeared Thomas W. Yoder and Marilyn A. Yoder, Owner(s), and acknowledged the execution of the above and foregoing instrument for the purposes and uses therein set forth this 14th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: April 7, 2009
Resident of Wells County, IN

Name Printed: Luanne V. Brown Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 49 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Donald M. Perry & Phyllis A. Perry, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: William S. Gage : Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 3rd day of May, 2002.

Lot Number 50 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Roger D. Pflughaupt
Doris E. Pflughaupt
Roger D. Pflughaupt
Doris E. Pflughaupt

Before the undersigned, a Notary Public in and for said County and State, personally appeared Roger D. & Doris E. Pflughaupt, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 3rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Gage
Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

**AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

**ARTICLE V
ASSOCIATION ASSESSMENTS**

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 17th day of May, 2002.

Lot Number 52 of Covington Reserve

Natasha Tsintsaroff
Natasha Tsintsaroff

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Natasha Tsintsaroff, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 17th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Shirley S. Gage
Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishing, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 6th day of May, 2002.

Lot Number 53 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Nancy Cerny, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 6th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Gage Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII

GENERAL PROVISIONS

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 23rd day of May, 2002.

Lot Number 54 of Covington Reserve

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Lee C. McKnight
Rosabird M. McKnight

Before the undersigned, a Notary Public in and for said County and State, personally appeared Lee C. McKnight and Lashonda M. McKnight, Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 23rd day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/18/2010
Resident of Allen County, IN

Name Printed: Shirley S. Lane Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

AMENDED
**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98, in the Office of the Recorder of Allen County, Indiana, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana. Except as set forth hereinafter, the original Dedication and Declaration shall remain in full force and effect.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VII
GENERAL PROVISIONS

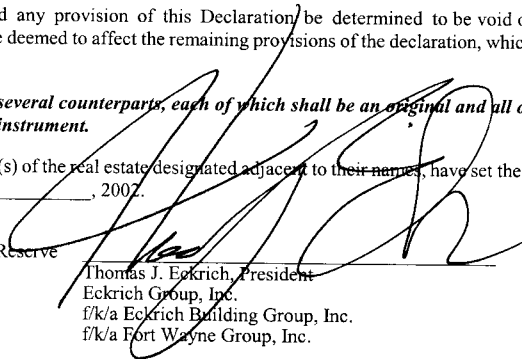
Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit as agreed to from time to time between the Owner and the Association. Proceeds from said policy shall be used solely to restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected like any other assessment.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Owner(s) of the real estate designated adjacent to their names, have set their hands and seals this 17th day of May, 2002.

Lot Numbers 07, 39, 42, 46, 51 of Covington Reserve


Thomas J. Eckrich, President
Eckrich Group, Inc.
f/k/a Eckrich Building Group, Inc.
f/k/a Fort Wayne Group, Inc.

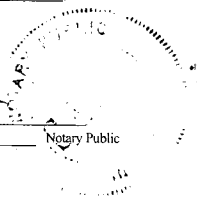
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Eckrich, President of Eckrich Group, Inc., Owner(s), and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 17th day of May, 2002.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 4/19/10
Resident of Allen County, IN

Name Printed: Curtis Yoder


Notary Public

This instrument prepared by:

G. William Fishering, Attorney (6854-02)
BEERS MALLERS BACKS & SALIN, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

102031

#207001364
 Recorded
 01/09/2007 10:29:42
 RECORDER
 JOHN D MCGAULEY
 ALLEN COUNTY, IN
 Receipt No. 687
 DCPD 3.00
 TOSP 2.00
 MISC 164.00
 MISC 1.00
 MISC 12.00
 Total 182.00

**SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE
 RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS
 APPENDED AS TO PART OF THE DEDICATION AND PLAT OF
 COVINGTON RESERVE, AND COVINGTON RESERVE SECTION II,
 SUBDIVISIONS IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

WHEREAS, a certain document entitled "First Amended Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve a Subdivision in Aboite Township, Allen County, Indiana, was recorded as Document #96002794 in Plat Cabinet C, page 98 in the office of the Recorder of Allen County, Indiana, and was amended by a document recorded as Document #205004884 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, a certain document entitled "Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, Section II a Subdivision in Aboite Township, Allen County, Indiana, was recorded as Document #960064031 in Plat Cabinet C, page 98 in the office of the Recorder of Allen County, Indiana, and was amended by a document recorded as Document #205004885 in the office of the Recorder of Allen County, Indiana (collectively with those of Covington Reserve as referenced above "Covenants"); and

WHEREAS, more than 75% the Lot Owners in Covington Reserve and Covington Reserve, Section II, have signed an instrument amending certain provisions of the Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals; and

WHEREAS, those amended provisions are included herein such that this Second Amended and Restated Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals constitute the Covenants applicable to Covington Reserve and Covington Reserve, Section II.

NOW, THEREFORE, these Covenants shall stand for and be the Covenants of the Corporation and be applicable to all Owners of homes within Covington Reserve Community Association, Inc. ("CRCA") and shall be applicable to the Lots in both the original plat of Covington Reserve and Covington Reserve, Section II.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the Owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners of land included therein, their respective legal representatives, successors, grantees and assigns.

AUDITOR'S OFFICE
 Duty entered for taxation. Subject
 to final acceptance for transfer.

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JAN 05 2007

AUDITOR OF ALLEN COUNTY

Harding Kahn
 P.O. Box 8398
 46598-8398

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The lots are numbered from 1 through 83 and 87 through 93, inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I

Section 1. "Association" shall mean and refer to the Covington Reserve Community Association, Inc., its successors and assigns.

Section 2. "Builder" Intentionally Omitted.

Section 3. "By-laws" shall mean the By-laws initially adopted by Covington Reserve Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members as appointed by the Covington Reserve Community Association Directors. The members shall be subject to removal by the Association Directors at any time with or without cause.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" Intentionally Omitted.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a lot including the garage and any appurtenances.

Section 8. "Lot" shall mean any type of lot as have been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon restrictions as herein set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 45 feet in width at the established building line as shown on this Plat.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "Restrictions" or "Covenants" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Covington Reserve.

Section 12. "Subdivision" shall mean Covington Reserve, Section I and Section II, and such future sections as may be added, a subdivision located in Aboite Township, Allen County, Indiana.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be owned by The Association, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any Assessments against the Owner's Lot remains unpaid; and for a period not to exceed 30 days for any violation of these Covenants after a hearing by the Board of Directors of the Association with the Board having the right to extend for additional 30 day periods for continuing or uncured violations of these Covenants;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Any dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall require the affirmative vote of at least 51% of the Lot Owners, said vote to be taken and administered as a vote of the Members of the Association by written ballot with proxies recognized at any annual or special meeting of the Members of the Association as provided in the By-laws of the Association.
- d. Access to the Common Areas shall be only at such locations where said Common Areas adjoin public roads. Existence of Common Areas shall not be deemed to have granted or created any easement, actual, implied or constructive, over the property of any Owner for access to or use of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants or contract purchasers who reside on the property.

Section 3. Additions to Common Area. Intentionally Omitted.

Section 4. Party-walls: Except where permitted by the Architectural Control Committee, it is the intent of the Declarant to construct or have constructed single-family dwelling units with a common wall between each two (2) units. Each lot and the dwelling unit thereon will be separately

conveyed, and any building wall located on a lot boundary line and serving as a common wall between adjoining dwelling units is hereby declared to be a party wall to which the following provisions apply:

a. The cost of maintaining each party wall shall be borne equally by the Owners on either side of the party wall .

b. In the event of damage or destruction suffered by a party wall from any cause, other than the negligence of either Owner thereof, the Owners shall, at their joint expense, repair or rebuild the party wall; and each Owner, or his personal representatives, successors and assigns shall have the right to use the party wall so repaired or rebuilt. If either Owner's negligence is the cause of the damage to or destruction of the party wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner neglects or refuses to pay his share of the repair or reconstruction costs, or all of such costs in the event of said Owner's negligence, the other Owner may have the party wall repaired or restored and shall have a lien on the lot and dwelling unit of the Owner who failed to pay the amount of the defaulting Owner's share of the repair or replacement costs in the same manner as provided for in these Covenants for a lien for unpaid Assessments.

c. No Owner shall alter or change a party wall in any manner, interior paint and decoration excepted, and a party wall shall always remain in the same location as when erected. Each Owner of a party wall shall have a perpetual easement of encroachment on that part of the lot of the other Owner of the party wall, for party wall purposes only.

d. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators. Said arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall share equally in the cost of same.

Section 5. Initial Transfer and Construction. To accomplish the intent set forth in the preceding section, the lots have been designated to indicate the lots to be paired to accomplish the construction of the units with party walls. Lots so designated (unless said designation is modified by the lot owner, which modification shall only be allowed with the prior permission of the Architectural Control Committee) shall not be initially transferred unless the purchase of each lot (or lots if a single purchaser), has entered into a binding obligation to construct the dwelling units with a builder for the simultaneous construction of each unit paired.

Section 6. Post Construction. Once dwellings with party wall have been constructed no change to this Dwelling configuration will be permitted without approval of the Architectural Control Committee and the concurrence of the Association Board of Directors.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. As a member of the Association, Lot Owners shall be subject to all covenants, restrictions, and Assessments of Covington Reserve Community Association, Inc. The membership shall be appurtenant to and may not be separated from Ownership of a Lot which is subject to Assessment.

Section 2. Voting memberships: All Owners of Lots in the Subdivision shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for Capital Improvements, (3) Tax Recoupment Assessments, (4) Storm Water System Maintenance Assessments, or (5) any other Assessments to be established and collected as provided in Article V of these Covenants or any installment of any Assessment (individually or collectively Assessment[s]) upon the terms and conditions as set forth herein. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due:

a. Any Assessment which shall be thirty (30) days past due shall bear interest at the rate of eighteen percent (18%) per annum (one and one half percent [1.5%] per month) calculated from the date such Assessment was originally due and payable.

b. Any Assessment which shall be thirty (30) days past due shall be subject to an administrative expense and late fee of Twenty Five Dollars (\$25.00) (Late Fee) per month. The Late Fee shall be due and payable for each month (calculated as thirty [30] days from the due date of the Assessment) or portion thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

c. Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under

Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in filing or foreclosing a lien, filing suit or other taking of any other acts in an effort to collect any Assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time-to-time (collectively Covenants).

Section 2. Subordination of the Lien to Mortgages. The lien of any Assessments as provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Covington Reserve, and in particular for the improvement and maintenance of ponds and streams, entrance ways and all other Common Areas, payment of certain utility expenses, the cost of labor, equipment and materials, supervision, security, lighting, lawn and yard maintenance, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Monthly Assessments.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors shall fix the Monthly Assessment for the following year (Assessment Period). As of January 1, 2005, the monthly Assessment was One Hundred Seventy Dollars (\$170). The maximum Monthly Assessment may be increased each year by the Board of Directors not more than 15% above the maximum Assessment for the previous year together with any estimate increase in the utility expenses being borne by the Association which estimate shall be separately set forth, without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Monthly Assessment may be increased above

15% only if proposed by the Board of Directors and approved by the vote or written assent of 51% of Association members.

c. Service Charge. This subsection (c) is deleted in its entirety.

Section 3. Special Assessment for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment (Special Assessment) applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the vote or written assent of 51% of Association members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of Association members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Except as hereinafter provided, both monthly Assessments and special Assessments must be fixed at a uniform rate for all lots, and may be collected on a monthly, quarterly or yearly basis.

Section 6. Date of Commencement of Monthly Assessments: Due Dates. The Monthly Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to an Owner. The Board of Directors shall fix the amount of the Monthly Assessment against each Lot at least thirty (30) days in advance of each Monthly Assessment Period. Written notice of the Monthly Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Tax Recoupment Assessments. In addition to all other Assessments provided for in this Article V, the Association may levy in any assessment year, an Assessment (Tax Recoupment Assessment) applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any Plat or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plan or equipment.

Section 8. Storm Water System Maintenance. The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and any current or future Storm Water Detention basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision approval of which has been granted for the use and benefit of this section of this subdivision, and of further sections of Covington Reserve, the cost of which shall be assessed in accordance with these Covenants. The Owner of any Lot in Covington Reserve and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair, or replace the storm water drainage system and any current or future Storm Water Detention System improvements, as above provided.

Section 9. Structural Insurance Assessment. Replaced with Article VII, Section 41.

Section 10. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Association wishes to maintain the original character and external continuity of the previously noted subdivisions, Covington Reserve and Covington Reserve, Section II, as combined in this document.

Section 2. No building, fence, wall, pond, or other structure or improvement of any kind other than landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in advance to the Architectural Control Committee (ACC or committee) and approved by it in writing as to harmony of external design and location in relation to surrounding structures and topography .

Section 3. Neither the Association Board, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance or otherwise arising out of or relating to the approval or disapproval or failure to approve any plan submitted, nor shall they, or any of them, be responsible or liable for any structural defects or building code violations in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees by submission of such plans, that he or it will not bring any action or suit against the Committee or the Association to recover any damages or to require the Committee or the Association Board to take; or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith.

Section 4. Neither the submission of any complete sets of plans for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans

or the buildings or structures described therein. Any project completed without prior approval by the ACC is subject to the removal and restoration of the property to its prior condition at the Owner's expense if it does not meet ACC criteria.

Section 5. Failure to pay the Association within thirty (30) days after the billing for removal and restoration costs will result in a Late Fee of \$25.00 per month for each month payment is not made with interest assessed and The Association shall have all rights and remedies as provided and in the same manner as provided for in these Covenants for a lien for unpaid Assessments.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Intentionally Omitted.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; and provided that, in no event shall a barber shop, styling salon, beauty parlor, massage parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, any form of animal care or treatment, such as dog trimming, or other business or occupation where consumers or customers are required or permitted to come upon the Lot to receive goods or services be construed as a home occupation.

Section 4. Sizes. All two-unit attached dwellings shall have the following square footage restrictions which are exclusive of porches and garages:

- a. Minimum 1226 s.f. per building for two-bedroom units; or,
- b. Maximum 3000 s.f. per building for three or four-bedroom units.

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 20 feet by 20 feet. Each residence shall have a garage, which must be maintained for the purpose of storing automobiles, boats for personal use and/or their trailers, camper or camping trailer.

Garage doors shall normally remain closed. No driveway access shall be off or on to Covington Road.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back line shown on the recorded Plat. Unless said reduction in distance is approved by an authorized representative of the Allen County Department of Planning Services, in accordance with the requirements of the Allen County Zoning Ordinance, as amended. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to the rear Lot line.

Section 7. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 8. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. 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 any annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 10. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as hereinafter provided. The Owner or his/her appointed Realtor may display one sign of not more than five square feet, advertising such Lot for sale or rent.

Section 12. Radio and Television Antennas. No radio or television masts, towers, poles, antennas, satellite dishes (except those not greater than 36 inches in diameter and attached to house or mounted in ground within five (5) feet of house), or aerials may be erected, constructed, or maintained without the prior approval of the Architectural Control Committee.

Section 13. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

a. Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs and rabbits ("Pets"). No other animals shall be allowed or suffered in the subdivision.

b. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

c. When outside of the Dwelling Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Dwelling Unit. This shall not prohibit a cat or dog from being maintained without a leash or other restraint in an area bounded by underground electrical fence or within any enclosed privacy area of the Dwelling Unit in which the dog or cat resides.

d. The owner/custodian of each Pet and/or the individual walking same is required to clean up after the pet/animal.

e. The owner/custodian of the Pet shall remove his or her animal or pet from the Subdivision when such Pet emits excessive noise such that same may be heard outside of the Dwelling Unit.

f. The Pet owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Common Area by the Pet.

g. Any Pet Owner's right to have a pet/animal reside in or visit the Subdivision shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

Section 15. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be kept in the garage of the Dwelling Unit. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 16. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure of any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure of any Lots of said Subdivision. Replacement and repair of external structures shall be consistent with quality and color of pre-existing structures.

Section 17. Driveways and Sidewalks. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width for a unit with a front load garage and no less than ten (10) feet in width for a unit with a side load garage. Plans and specifications for this Subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the right-of way in front of all lots. Installation of said sidewalks shall be the obligation of the owner of any such lot, and shall be completed in accordance with said plans and specifications prior to the issuance of a Certificate of Occupancy.

a. It is the responsibility of the Lot Owners(s) to maintain their sidewalks and to make repairs and replace sidewalks when any cracking, raising or up-thrusting, settling or subsidence in the surface of the sidewalk exceeds one-half (1/2) inch or is in violation of any applicable local or municipal building or construction code ordinance ("Sidewalk Defect"). The Association shall provide written notice to any Lot Owner(s) of any Sidewalk Defect on their Lot.

b. The Lot Owner(s) shall have forty-five (45) days to hire a contractor to complete the repair of the Sidewalk Defects; provided, however, that any contractor hired to repair a Sidewalk Defect may by written or oral application to the Directors of the Association obtain such extension of time as is reasonably necessary to complete the Sidewalk Repair by reason of inclement weather.

c. If repairs are not completed within forty-five (45) days after notice from the Association and there is no extension granted, the Association may make the Sidewalk Repairs and the Lot Owner(s) shall be liable for, and shall pay to the Association, the costs of the Sidewalk Repairs. Failure to pay the Association within thirty (30) days after the billing for repair costs will result in a Late Fee of \$25.00 per month for each month there is an outstanding balance due the Association. Interest will be assessed at the rate provided and the Association shall have all rights and remedies as provided for in Article IV, Section 1 of these Covenants.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 19. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this Plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated on Sections 7 and 8 or this Section 19 of this Article VII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 20. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, cause by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 21. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a Dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Lot shall install improvements serving said Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot Owner in this S subdivision.

Section 22. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 23. Pools and Other Outdoor Recreational Equipment. No in-ground pool or above-ground pool, spa or hot tub or other outdoor recreational equipment, including by way of example and not limited to: basketball backboard, with or without support post or stand, children's swing sets, slides and sandboxes shall be placed or maintained on any lot.

Section 24. Fencing. Intentionally Omitted. See Article VI.

Section 25. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Association.

Section 26. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than 180 days from the time of such destruction or damage.

Section 27. Enforceability. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be

deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 28. Right of Entry. The Association or Architectural Control Committee, acting through their respective members, directors, officers, agents, independent contractors and other representatives (Representatives), shall have the right, during the hours of 8 a.m. to 8 p.m. on any day of the week, to enter upon any Lot and Dwelling Unit, for purposes of:

- a. Inspecting and determining whether or not the provisions of any applicable covenant(s) or restriction(s) as provided herein are being complied with; and,
- b. Exercising all rights and powers conferred upon the Architectural Control Committee or the Association with respect to the enforcement, correction or remedy of any failure of the Owner to observe and fully comply with and perform each and every applicable covenant or restriction as provided herein or are as necessary thereto, including, but not limited to, self help as provided in these Covenants.

None of the Association, Architectural Control Committee, their Representatives or any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance, trespass, tort or wrongful act of any kind or otherwise arising out of or relating to any such entry, exercise or acts as are in any way necessary or related thereto. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 29. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 30. Covenants, Restrictions and Extensions. The Covenants and Restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Covenants and Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Covenants and Restrictions may be amended at any time by the affirmative vote of at least 51% of the Lot Owners, said vote to be taken and administered as a vote of the Members of the Association by written ballot with proxies recognized at any annual or special meeting of the Members of the Association as provided in the By-laws of the Association.

Section 31. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 32. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surroundings and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 33. Fire. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted.

Section 34. Cost and Attorney's Fees. The Association shall be entitled to recover from an Owner its costs and expenses, including, but not limited to, its reasonable attorney's fees incurred:

a. In filing or foreclosing a lien, filing suit or other taking of any acts in an effort to collect any Assessments or amounts due pursuant to this Declaration, the By-laws or any rules and regulations adopted pursuant thereto, as each may be amended from time-to-time (collectively Covenants); or,

b. In seeking to enforce any violation or non-performance of the Covenants by the Owner, including, but not limited to, defending or resisting any challenge to the enforceability of the Covenants whether initiated by the Association or the Owner; or,

c. By reason of any violation or non-performance of the Covenants by the Owner.

Section 35. Annexation. Intentionally Omitted

Section 36. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All Dwellings and their improvements shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be 832.0 feet.

Section 37. Motor Vehicles. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition, so that they do not constitute a nuisance because of noises, exhaust emissions or otherwise. All motor vehicles, including but not limited to automobiles, golf carts, trucks, trail bikes, motorcycles, dune buggies, etc. shall be driven only upon paved streets and parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the Property.

Section 38. Parking. Overnight parking of all motor vehicles, recreational equipment, including boats and campers, shall be in garages, with the exception of guests. Guest motor vehicles may be parked in a Lot's driveway or in other areas designated by the Association for a period of time not to exceed two weeks. No buses, tractor trailers, semi-trucks or trucks other than pick-up trucks shall be parked on any Lot, Common Area on any street adjacent thereto except for delivery purposes. Except for emergency repairs, no Owner of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of the Property.

Section 39. Clothes Lines. No outdoor clothes lines or other outdoor clothes drying apparatus or equipment shall be permitted on any lot.

Section 40. Lease Restrictions. No owner of a dwelling unit may lease said dwelling unit for a period of less than one year.

Section 41. Owners Insurance. The Owner(s) shall insure the unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said unit. Proceeds from said policy shall be used solely to

restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

Section 43. Violations. If a lot owner is found to be in violation of any of these Covenants or Restrictions, a verbal notice will be given to the owner, followed by a written notice. If correction of the violation is not made within thirty (30) days a second written notice will be made and if no correction is yet made then a written notice of legal action to be taken will be made.

Section 44. Mortgages. It is the responsibility of the Lot Owner(s) to provide to the agent for the Association, upon request, with their mortgage holder(s) name and the address of same to be completed on an annual basis. It is the obligation of the Lot Owner(s) to advise the Association agent within thirty (30) days of any change to the mortgage holder(s).

Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above.

Owner Lot ____, Section ____	State of Indiana) County of Allen) SS:
_____ (Signature)	Before me, a notary public,
_____ (Printed Name)	acknowledged the execution of this Approval, Consent and Acceptance of Amendment.
	_____ _____, Notary Public
	My commission expires: _____
	County of Residence: _____

Owner Lot ____, Section ____ _____ (Signature) _____ _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: _____ County of Residence: _____
Owner Lot ____, Section ____ _____ (Signature) _____ _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: _____ County of Residence: _____

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to: 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.

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

John M. O'Brien
(name printed, stamped or signed w/print)

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 5 Section
Carl A. Gunkler
(Signature)
Carl A. Gunkler
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Sandra J. Plummer
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 2 day of January, 2008 7

Sandra J. Plummer, Notary Public
My commission expires: March 23, 2014
County of Residence: Allen



SANDRA J PLUMMER, Notary Public
Allen County, State of Indiana
My Commission Expires: March 23, 2014

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 37, Section _____

Michael Mullen
(Signature)

Michael Mullen
(Printed Name)

State of Indiana)
) SS:
County of Allen)

Before me, a notary public, Cathy S. Copper
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

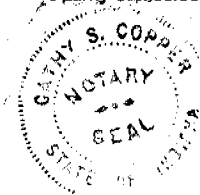
Witness my hand and Notarial Seal this 26 day of October, 2006.

CATHY S. COPPER

Cathy S. Copper, Notary Public

My commission expires: 1-18-2009

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 34, Section 1

Patrick So
(Signature)

PATRICK SO
(Printed Name)

State of Indiana)
)SS:
County of Allen)

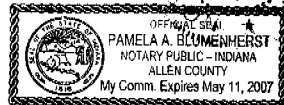
Before me, a notary public, _____
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 22 day of May, 2006.

Pamela A. Blumenherst

My commission expires: 5-11-07

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 15, Section 1

Aimee B. Myers
(Signature)

Aimee B. Myers
(Printed Name)

State of Indiana)
County of Allen)SS:

Before me, a notary public, Bryan White,
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

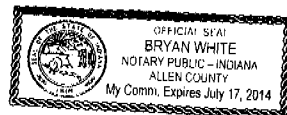
Witness my hand and Notarial Seal this 20 day of November, 2006.



Bryan White, Notary Public

My commission expires: July 17, 2014

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 10, Section 1

Cynthia S. MacNaught
(Signature)

CYNTHIA S. MACNAUGHT
(Printed Name)

State of Indiana)
County of Allen) SS:

Before me, a notary public, CYNTHIA S. MacNaught
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 10th day of NOVEMBER 2006.

David P. Lazzar

DAVID P. LAZZAR, Notary Public

My commission expires: 3/28/2009

County of Residence: Allen

Owner Lot <u>16</u>, Section <u> </u> <u>Patricia L. Simcoe</u> (Signature) (Printed Name) <u>PATRICIA L. SIMCOE</u>	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Darrell D. Hille</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Carey M. Hill</u>, Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>
Owner Lot <u> </u>, Section <u> </u> <u> </u> (Signature) <u> </u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u> </u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u> </u>, Notary Public My commission expires: <u> </u> County of Residence: <u> </u>

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 16, Section 1

Carolyn Kane
(Signature)

CAROLYN S Kane
(Printed Name)

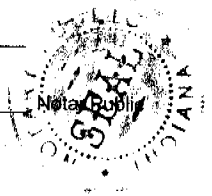
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Donald R. Hille
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 19 day of Sept, 2006.

My commission expires: 7-19-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 44, Section 1

Donna J. Stroble
(Signature)

DONNA J. STROBLE
(Printed Name)

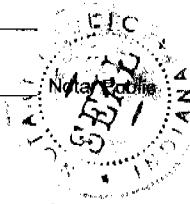
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Donald R. Hill
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13 day of Sept, 2006.

My commission expires: 4-19-08

County of Residence: Allen



Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>32</u>, Section <u> </u> <u>[Signature]</u> (Signature) <u>J.P. Monnier</u> (Printed Name) <u>[Signature]</u> (Signature) <u>Lucy J Monnier</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Cage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Cage</u>, Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>23</u>, Section <u>3</u> <u>[Signature]</u> (Signature) <u>BARBRA SCHEELC</u> (Printed Name) <u>[Signature]</u> (Signature) <u>ROWALD SCHEELC</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Cage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Cage</u>, Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>41</u>, Section <u>1</u> <u>[Signature]</u> (Signature) <u>HUGH WILLMORE</u> (Printed Name) <u>[Signature]</u> (Signature) <u>LARRY E. HARTIN</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Cage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Cage</u>, Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>

Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>4</u>, Section <u>1</u> <u>Larry J. Lehman</u> (Signature) <u>LARRY J LEHMAN</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Dorinda L. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>[Signature]</u> Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>6</u>, Section <u>I</u> <u>Charles E. Guilan</u> (Signature) <u>Charles E Guilan</u> (Printed Name) <u>DOROTHY DICE</u> (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Dorinda L. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>[Signature]</u> Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>14</u>, Section _____ <u>Dorothy Dice</u> (Signature) <u>DOROTHY DICE</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Dorinda L. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>[Signature]</u> Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>

Owner Lot <u>17</u>, Section <u>1</u> (Signature) <u>Fritz J. Ober</u> (Printed Name) <u>FRITZ J. OBER</u>	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Deborah D. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>[Signature]</u> Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>
Owner Lot __, Section __ (Signature) _____ (Printed Name) _____	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence: _____

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 54, Section

Jerry Schoenefeld
(Signature)

Jerry Schoenefeld
(Printed Name)

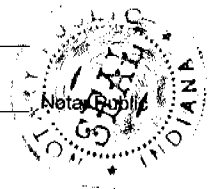
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, DONALD R. HILL
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 19 day of Sept, 2006.

My commission expires: 4-19-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 77 Section

(Signature) William J. Vandeventer

(Printed Name) William J. Vandeventer

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Debbie R. Hill
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13 day of Sept, 2006.

My commission expires: 11-17-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 71, Section 2

(Signature)

(Printed Name)

State of Indiana)

)SS:

County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 49, Section 1

Donald M Perry
(Signature)

DONALD M PERRY
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Donald R. Hill
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13 day of Sept, 2006.

My commission expires: 7-9-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 38, Section 1

Jackie Claussen
(Signature)

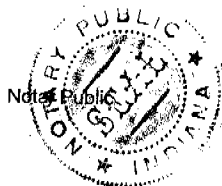
Jackie Claussen
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010
County of Residence: Allen



Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>81</u>, Section <u>X1</u> <u>Cindy Cadwallader</u> (Signature) <u>CINDY CADWALLADER</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Eage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Eage</u> Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>7</u>, Section <u>1</u> <u>Anthony J. Lavka</u> (Signature) <u>Anthony J. LAVKA</u> (Printed Name) <u>Alice V. Lavka</u> (Signature) <u>Alice V. Lavka</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Eage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Eage</u> Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>28</u>, Section <u>6</u> <u>Cudrey H. Rehm</u> (Signature) <u>Audrey H. Rehm</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Eage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Eage</u> Notary Public My commission expires: <u>4/18/2018</u> County of Residence: <u>Allen</u>

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 33, Section 7

(Signature)

(Printed Name)

State of Indiana)

)SS:

County of Allen)

Before me, a notary public, Devin R. Hill
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 19 day of Sept, 2006.

My commission expires: 4-19-08

County of Residence: Allen



Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>78</u>, Section <u>L</u> <u>R.S. Isaacs</u> (Signature) <u>R.S. ISAACS</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Deborah L. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: <u>4-19-08</u> County of Residence: <u>Allen</u>
Owner(s) Lot ____, Section ____ _____ (Signature) _____ (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: _____ County of Residence: _____
Owner(s) Lot ____, Section ____ _____ (Signature) _____ (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: _____ County of Residence: _____

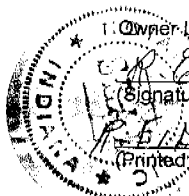
Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>31</u> Section <u>1</u> <u>Patricia R Lucas</u> (Signature) <u>Patricia R Lucas</u> (Printed Name) <u>Patricia R Lucas</u> (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Gage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ <u>Shirley S. Gage</u> Notary Public My commission expires: <u>4/18/2010</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>12</u> Section <u>1</u> <u>Joseph W. Clark</u> (Signature) <u>JOSEPH W. CLARK</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Gage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ <u>Shirley S. Gage</u> Notary Public My commission expires: <u>4/18/2010</u> County of Residence: <u>Allen</u>
Owner(s) Lot _____, Section _____ _____ (Signature) _____ (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: _____ County of Residence: _____

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

 I, Owner Lot 57, Section 2
R. Eileen Zurbuch
(Signature)
R. EILEEN ZURBUCH
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Diana Clark
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 18th day of September, 2006.

Diana Clark
Diana Clark _____, Notary Public

My commission expires: May 2, 2014
County of Residence: Allen

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 60, Section 2

Kathleen A. Denice
(Signature)

KATHLEEN A. DENICE
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Kathleen A. Denice
acknowledged the execution of this Approval, Consent and Acceptance of Amendment

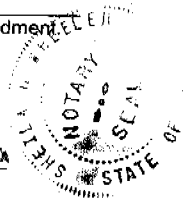
Witness my hand and Notarial Seal this 25th day of September, 2006.

SHEILA M. WHEELER
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXPI. SEPT 2, 2008

Sheila M. Wheeler, Notary Public

My commission expires: 9/2/08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 64, Section 2

Shirley S. Ege
(Signature)

Shirley S. Ege
(Printed Name)

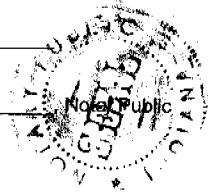
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, DONALD R. HILL
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13 day of Sept, 2006.

Carol C. Hill
My commission expires: 4-19-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 8 Section

(Signature) *Donald R. Hill*

(Printed Name) Donald R. Hill

State of Indiana)

) SS:

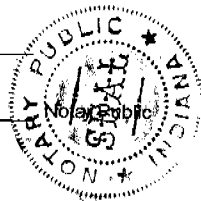
County of Allen)

Before me, a notary public, *Shirley S. Gage*
acknowledged the execution of this Approval/Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 50, Section

(Signature)

(Printed Name)

State of Indiana)

) SS:

County of Allen)

Before me, a notary public, DONALD R. HILL
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 19 day of SEPT, 2006.

My commission expires: 4-19-08

County of Residence: Allen County



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 1 Section

Carolyn DeGriff
(Signature)

CAROLYN DEGRIF
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, *Shirley S. Gage*
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

Shirley S. Gage
My commission expires: 4/18/2010
County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 67, Section 2

Daniel E. Hallenbeck
(Signature)

DANIEL E. HALLENBECK
(Printed Name)

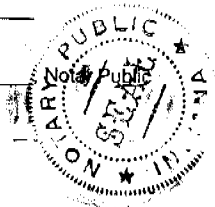
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Case
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot ⁴³~~72~~ Section _____
Daniel L. Johnson
(Signature)
DANIEL L. JOHNSON
(Printed Name)

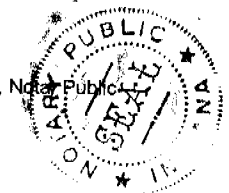
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept, 2006.

Shirley S. Gage

My commission expires: 4/18/2010
County of Residence: Allen



Continuation Page of Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above or attached.

Owner(s) Lot <u>40</u>, Section <u>1</u> <u>James R. Alderdice</u> (Signature) <u>JAMES R. ALDERDICE</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Donald R. Hille</u>, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Donald R. Hille</u>, Notary Public My commission expires: <u>11-10-08</u> County of Residence: <u>Allen</u>
Owner(s) Lot <u>30</u>, Section <u>1</u> <u>John Southard</u> (Signature) <u>JOHN SOUTHARD</u> (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Donald R. Hille</u>, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Donald R. Hille</u>, Notary Public My commission expires: <u>11-10-08</u> County of Residence: <u>Allen</u>
Owner(s) Lot ____, Section ____ _____ (Signature) _____ (Printed Name) _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence: _____

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot B, Section 2

Patricia S Tremper
(Signature)

PATRICIA S Tremper
(Printed Name)

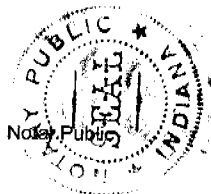
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S Gage
acknowledged the execution of this Approval/Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 74, Section 2

Richard E. Styborski Janinne Styborski
(Signature)

Richard E. Styborski Janinne Styborski
(Printed Name)

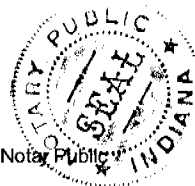
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 32, Section II

Richard Shriver
(Signature)

RICHARD SHRIVER
(Printed Name)

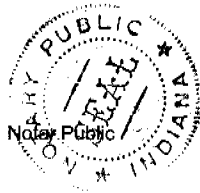
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 13th day of Sept., 2006.

My commission expires: 4/18/2010

County of Residence: Allen



restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

Section 43. Violations. If a lot owner is found to be in violation of any of these Covenants or Restrictions, a verbal notice will be given to the owner, followed by a written notice. If correction of the violation is not made within thirty (30) days a second written notice will be made and if no correction is yet made then a written notice of legal action to be taken will be made.

Section 44. Mortgages. It is the responsibility of the Lot Owner(s) to provide to the agent for the Association, upon request, with their mortgage holder(s) name and the address of same to be completed on an annual basis. It is the obligation of the Lot Owner(s) to advise the Association agent within thirty (30) days of any change to the mortgage holder(s).

Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above.

Owner Lot <u>82</u> , Section <u>2</u> <u>Richard A. Shriver</u> (Signature) <u>RICHARD A. SHRIVER</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Richard A. Shriver</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shawn D. Campbell</u> <u>10-3-2009</u> , Notary Public My commission expires: <u>Allen</u> County of Residence:
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Owner Lot <u>82</u>, Section <u>2</u> <u>Norma J. Shriver</u> (Signature) <u>NORMA J. SHRIVER</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>NORMA J. SHRIVER</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Sharon D. Caffrey</u> <u>10-3-2009</u>, Notary Public My commission expires: <u>Allen</u> County of Residence:
Owner Lot ____, Section ____ _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, _____ acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence:

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 28, Section IV

James J. Snyder
(Signature)

JAMES J SNYDER
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, JAMES J. SNYDER
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 25TH day of SEPTEMBER 2006.

Tamra K. Hoffman
TAMRA K. HOFFMAN

Notary Public

My commission expires: 8-18-2008

County of Residence: ALLEN

TAMRA K HOFFMAN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. AUG. 18, 2008

restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

Section 43. Violations. If a lot owner is found to be in violation of any of these Covenants or Restrictions, a verbal notice will be given to the owner, followed by a written notice. If correction of the violation is not made within thirty (30) days a second written notice will be made and if no correction is yet made then a written notice of legal action to be taken will be made.

Section 44. Mortgages. It is the responsibility of the Lot Owner(s) to provide to the agent for the Association, upon request, with their mortgage holder(s) name and the address of same to be completed on an annual basis. It is the obligation of the Lot Owner(s) to advise the Association agent within thirty (30) days of any change to the mortgage holder(s).

Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above.

Owner Lot <u>91</u> Section <u>II</u> <u>Marcia R. Coffey</u> (Signature) <u>MARCIA R. COFFEY</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>MARCIA R. COFFEY</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment <u>[Signature]</u> <u>LAUREN E. GARDNER</u> <u>7/23/10</u> , Notary Public My commission expires: <u>ALLEN CO., IN</u> County of Residence:
--	--

Owner Lot <u>91</u>, Section <u>II</u> <u>Donald L Coffey</u> (Signature) (Printed Name) <u>Donald L. Coffey</u>	State of Indiana) County of Allen) SS: Before me, a notary public, <u>DONALD L. COFFEY</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>LAUREN GARDNER</u> <u>7/23/10</u>, Notary Public My commission expires: <u>AUG 10, 2010</u> County of Residence:
Owner Lot ____, Section ____ _____ (Signature) _____ (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____ _____, Notary Public My commission expires: County of Residence:

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 80, Section _____

Larry Bartee
(Signature)

LARRY BARTEE SHERRY BARTEE
(Printed Name)

State of ~~Indiana~~ ^{ILLINOIS})
County of ~~Allen~~ ^{MAHON}) SS:

Before me, a notary public, LARRY BARTEE
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 9th day of Sept, 2006.

Renee I. Phipps, Notary Public

My commission expires: 7-17-09

County of Residence: MAHON



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 79, Section II

Phyllis M Schmidt
(Signature)

PHYLLIS M. SCHMIDT
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Phyllis M Schmidt appeared before Jennifer Minick
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 8 day of September 2006.

Jennifer J Minick

Jennifer Minick

Notary Public

My commission expires: 11-6-2011

County of Residence: Huntington



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 70 Section 3

(Signature) [Signature]

(Printed Name) Carol L. M. Kink

State of Indiana)

)SS:

County of Allen)

Before me, a notary public, [Signature]
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 5th day of September, 2006.

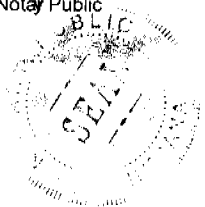
CAROLYN J. MYERS

[Signature]

Notary Public

My commission expires: 6-24-08

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 66, Section

Stephen L. Lunsford
(Signature)

STEPHEN L. LUNSFORD
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, TERRY A DEWEESE
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 5 day of September, 2006.

Terry A Deweese

Terry a Deweese, Notary Public

My commission expires: may 2012

County of Residence: Johnson

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

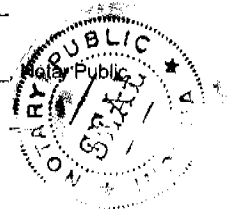
Owner Lot 65, Section I
John R Meredith
(Signature)
John R. MEREDITH
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 3rd day of Sept., 2006.

Shirley S. Gage
Shirley S. Gage
My commission expires: 4/18/2010
County of Residence: Allen



restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

Section 43. Violations. If a lot owner is found to be in violation of any of these Covenants or Restrictions, a verbal notice will be given to the owner, followed by a written notice. If correction of the violation is not made within thirty (30) days a second written notice will be made and if no correction is yet made then a written notice of legal action to be taken will be made.

Section 44. Mortgages. It is the responsibility of the Lot Owner(s) to provide to the agent for the Association, upon request, with their mortgage holder(s) name and the address of same to be completed on an annual basis. It is the obligation of the Lot Owner(s) to advise the Association agent within thirty (30) days of any change to the mortgage holder(s).

Approval, Consent and Acceptance of Amendment

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Owner Lot <u>63</u>, Section <u>4</u> <u>Marie Dittmer</u> (Signature) <u>MARIE DITMER</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Marie Dittmer</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Wanda L. Tyler</u> <u>Wanda L. Tyler</u> Notary Public My commission expires: <u>12-6-08</u> <u>Allen</u> County of Residence:
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Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 59, Section 11

Riley Burian
(Signature)

Riley Burian
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Lori P. Witte
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 5th day of Sept, 2006.

Lori P. Witte Notary Public
My commission expires: 8/31/2007
County of Residence: Allen

"OFFICIAL SEAL"
LORI P. WITTE
Notary Public
Resident of Allen County
My Commission Expires: August 31, 2007

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 23, Section 1

(Signature) [Signature]

(Printed Name) A. F. Shingledecker

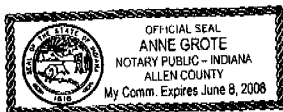
State of Indiana)

County of Allen)

)SS:

Before me, a notary public, ALFRED F. SHINGLEDECKER
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 9th day of SEPTEMBER 2006.



[Signature]

ANNE L GROTE

Notary Public

My commission expires: 6-8-08

County of Residence: ALLEN

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 53, Section _____

Nancy Cerney
(Signature)

NANCY CERNEY
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Nancy Cerney
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 7 day of September, 2006.



PATRICIA E. ROSE

Patricia E. Rose, Notary Public

My commission expires: 5/3/08

County of Residence: Allen

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 69, Section (2) II

Raymond R. Watkins
(Signature)

RAYMOND R. WATKINS
(Printed Name)

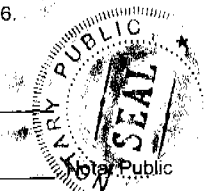
State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Raymond Watkins
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 14th day of September, 2006.

Amanda K. Cross

Amanda K. Cross



My commission expires: March 19, 2008

County of Residence: Huntington

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 64, Section 2

Jolene S. Welch
(Signature)

Jolene S. Welch
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Shirley S. Gage
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

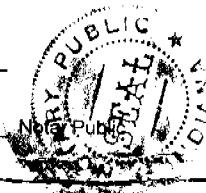
Witness my hand and Notarial Seal this 17th day of Sept., 2006.

My commission expires:

4/18/2010

County of Residence:

Allen



Rw

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 68, Section II

Allen W. Aldred MD
(Signature)

Allen W. Aldred MD
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Jacqueline O. Claussen
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 18th day of Sept., 2006.

Jacqueline O. Claussen

Jacquelyn O. Claussen

My commission expires: June 8, 2008

County of Residence: Allen



Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 90, Section 2

Harold Love
(Signature)

Harold Love
(Printed Name)

State of Indiana)
) SS:
County of Allen)

Before me, a notary public, HAROLD LOVE
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 20th day of September, 2006.

Brian R Kenefic

BRIAN R KENEFIC, Notary Public

My commission expires: OCTOBER 20, 2011

County of Residence: ALLEN



BRIAN R. KENEFIC, Notary Public
Allen County, State of Indiana
My Commission Expires October 20, 2011

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 83, Section _____

Michael J Martin
(Signature)

MICHAEL J MARTIN
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Michael J Martin
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 20 day of September, 2006.

Brooks L Diller

Brooks L Diller, Notary Public

My commission expires: April 11, 2008

County of Residence: Allen



restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

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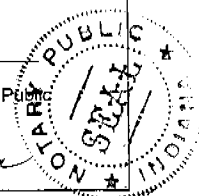
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Owner Lot <u>56</u> , Section <u>2</u> <u>Lois A. Hess</u> (Signature) <u>Lois A. Hess</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Shirley S. Gage</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Shirley S. Gage</u> , Notary Public My commission expires: <u>4/18/2010</u> County of Residence: <u>Allen</u>
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Approval, Consent and Acceptance of Amendment

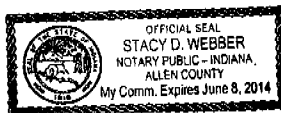
The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 2, Section 1

Marlene D Miller
(Signature)

Marlene D Miller
(Printed Name)

State of Indiana)
)SS:
County of Allen)



Before me, a notary public, Marlene Miller
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 3rd day of October, 2006.

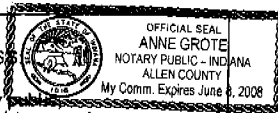
STACY D. WEBBER

Stacy D. Webber, Notary Public

My commission expires: June 8, 2014

County of Residence: Allen

Owner Lot <u>3</u>, Section <u>1</u> <u>Julie A Keller</u> (Signature) (Printed Name) Julie A. Keller	State of Indiana) County of Allen) SS Before me, a notary public, <u>JULIE A KELLER</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Anne L Grote</u> <u>ANNE L GROTE</u> Notary Public My commission expires: <u>6-8-08</u> County of Residence: <u>ALLEN</u>
Owner Lot __, Section __ (Signature) (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence: _____



This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Owner Lot <u>9</u>, Section <u>1</u> <u>Albert Weinmann</u> (Signature) (Printed Name) <u>ALBERT WEINMANN</u>	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Donald R. Hill</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. <u>Albert Weinmann</u> <u>4-19-08</u>, Notary Public My commission expires: <u>Allen</u> County of Residence:
Owner Lot ____, Section ____ (Signature) (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence:

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
 c/o NAI Harding Dahm
 118 East Ludwig Road, Suite 100
 Fort Wayne, IN 46825

Owner Lot <u>21</u>, Section <u>II</u> <u>William Corry</u> (Signature) (Printed Name) <u>William CORRY</u>	State of Indiana) County of Allen) SS: Before me, a notary public, <u>Sandra K. Whetzel</u> acknowledged the execution of this Approval, Consent and Acceptance of Amendment. My commission expires: <u>6-17-11</u> County of Residence: <u>Allen</u>
Owner Lot __, Section __ (Signature) (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, acknowledged the execution of this Approval, Consent and Acceptance of Amendment. _____, Notary Public My commission expires: _____ County of Residence: _____

This instrument prepared by Stephen H. Trexler, Holleran & Trexler, LLP.

Please return a copy of the complete recorded document to:

Covington Reserve Community Association, Inc.
c/o NAI Harding Dahm
118 East Ludwig Road, Suite 100
Fort Wayne, IN 46825

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 24, Section _____

Donna M. Kensky
(Signature)

Donna M. Kensky
(Printed Name)

State of Indiana)
County of Allen)SS:

Before me, a notary public, Donna M. Kensky
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 2 day of October, 2006.



PAMELA VANDERWEELE
Notary Public, State of Indiana
County of Allen
My Commission Expires June 2, 2008

Pamela J. Vanderweele

Allen County, Notary Public

My commission expires: June 2, 2008

County of Residence: Allen

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 29, Section

(Signature)

(Printed Name)

State of Indiana)

)SS:

County of Allen)

Before me, a notary public,

Gerald Chancy acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 11 day of October, 2006.



My commission expires:

6-26-2014

County of Residence:

Allen

Domingo Robles

Domingo

Robles

Notary

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 36, Section I

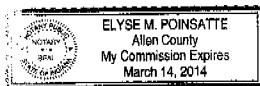
Gary R. Denning
(Signature)

GARY R. DENNING
(Printed Name)

State of Indiana)

) SS:

County of Allen)



Before me, a notary public, Gary R. Denning
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 6 day of October, 2006.

Elyse M. Poinsatte

, Notary Public

My commission expires: 02/14/14

County of Residence: Allen

09

restore the unit or units damaged. Any deductible shall be the responsibility of the Owner. Owners shall provide proof of coverage as required by the Association. If an Owner fails to provide coverage, the Association may, but is not required to, purchase said coverage and bill the Owner the cost of same, which may be collected as in the manner provided for collection of Assessments.

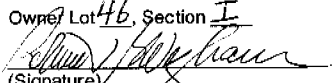
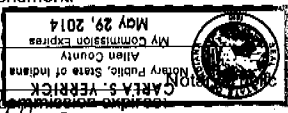
Section 42. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

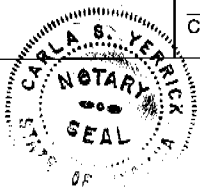
Section 43. Violations. If a lot owner is found to be in violation of any of these Covenants or Restrictions, a verbal notice will be given to the owner, followed by a written notice. If correction of the violation is not made within thirty (30) days a second written notice will be made and if no correction is yet made then a written notice of legal action to be taken will be made.

Section 44. Mortgages. It is the responsibility of the Lot Owner(s) to provide to the agent for the Association, upon request, with their mortgage holder(s) name and the address of same to be completed on an annual basis. It is the obligation of the Lot Owner(s) to advise the Association agent within thirty (30) days of any change to the mortgage holder(s).

Approval, Consent and Acceptance of Amendment

Each of the undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, or Covington Reserve, Section II, hereby approves, consents to and accepts these SECOND AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE, A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA and COVINGTON RESERVE, SECTION II, as set forth above.

Owner Lot <u>46</u> , Section <u>I</u>  (Signature) <u>ROBERT G. WIGHAM</u> (Printed Name)	State of Indiana) County of Allen) SS: Before me, a notary public, acknowledged the execution of this Approval, Consent and Acceptance of Amendment.  My Comm. Expires <u>May 29, 2014</u> My Comm. No. <u>000000000</u> County of Residence: <u>Allen</u>
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Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 26, Section _____

Thomas J. Galligan Jr.
(Signature)

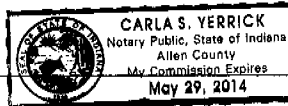
Thomas J. GALLIGAN JR
(Printed Name)

State of Indiana)
) SS:
County of Allen)



Before me, a notary public, # 549252
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 9th day of November, 2006.



Carla S. Yerrick, Notary Public

My commission expires: May 29, 2014

County of Residence: Allen

Approval, Consent and Acceptance of Amendment

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED AND RESTATED DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Owner Lot 20, Section _____

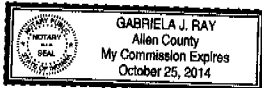
Howard B. Pettys
(Signature)

Howard B Pettys
(Printed Name)

State of Indiana)
)SS:
County of Allen)

Before me, a notary public, Gabriela J. Ray
acknowledged the execution of this Approval, Consent and Acceptance of Amendment.

Witness my hand and Notarial Seal this 8 day of November, 2006.



Gabriela J. Ray
Gabriela J. Ray, Notary Public

My commission expires: Oct. 25, 2014

County of Residence: Allen

The undersigned, being an Owner of the following Lot in Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana, hereby approves, consents to and accepts the AMENDED and RESTATED DEDICATION and DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO PART OF THE DEDICATION AND PLAT OF COVINGTON RESERVE COMMUNITY ASSOCIATION, INC., A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA.

Alice M. Shank

Alice M. SHANK

County of Allen

Witness my hand and Notarial Seal this 27th day of December, 2006.



David K. Robinson

Linda K. Rehn-Kukey, Notary Public

My commission expires: 07-34-67

County of Residence: Alameda

FOR BYLAWS SEE DOC 207001363 1/8/2007
FOR 2ND AMENDED RESTRICTINS COVENANTS & COVENANT LIMITATION SEE DOC 207001364 1/8/2007

PLAT CABINET C, PAGE 98

DOCUMENT NUMBER 96-22701

SECONDARY PLAT OF:

COVINGTON RESERVE, SECTION I

PART OF THE EAST HALF OF THE NORTHEAST
QUARTER OF SECTION 15, TOWNSHIP 30 NORTH,
RANGE 11 EAST, ALLEN COUNTY, INDIANA.

DEVELOPER:
FORT WAYNE GROUP, INC.
2627 COVINGTON POINTE WAY
FORT WAYNE, IN 46804

ENGINEER:
Z. K. TAZIAN ASSOCIATES, INC.
345 WEST WAYNE STREET
FORT WAYNE, IN 46802

The undersigned, by virtue of Documents Numbered 960010275 and 9610278, being the owner of:

Part of the East Half of the Northeast Quarter of Section 15, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of said Northeast Quarter at a point situated 138.0 feet, North 90 degrees 00 minutes West (adjoining deed bearing and is used as the basis for the bearings in this description) from the Northeast corner of said Northeast Quarter; thence North 90 degrees 00 minutes West, on and along said North line, being within the right-of-way of Covington Road, a distance of 366.0 feet; thence South 00 degrees 39 minutes West, a distance of 325.0 feet; thence North 90 degrees 00 minutes West and parallel to said North line, a distance of 480.28 feet; thence South 00 degrees 09 minutes West, on and along a line partially defined by the East line of the plat of Emerald Lake of Covington as recorded in Plat Book 48, pages 137-140 and re-recorded in Plat Book 48, pages 155-160 in the Office of the Recorder of Allen County, Indiana, a distance of 1382.31 feet; thence North 75 degrees 00 minutes 00 seconds East, a distance of 221.02 feet; thence North 30 degrees 00 minutes 00 seconds East, a distance of 35.00 feet; thence South 60 degrees 00 minutes 00 seconds East, a distance of 60.00 feet; thence South 89 degrees 08 minutes 18 seconds East, a distance of 464.82 feet; thence Southerly, on and along the arc of a regular curve to the left, not tangent to the last course, having a radius of 450.00 feet, an arc distance of 8.40 feet, being subtended by a long chord having a length of 8.40 feet and a bearing of South 05 degrees 23 minutes 11 seconds West; thence South 84 degrees 41 minutes 26 seconds East, a distance of 199.32 feet; thence North 08 degrees 45 minutes 14 seconds East, a distance of 202.20 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to a point on the East line of said Northeast Quarter; thence North 00 degrees 13 minutes 17 seconds East, on and along said East line, a distance of 959.43 feet to a point situated 524.3 feet, South 00 degrees 13 minutes 17 seconds West from the Northeast corner of said Northeast Quarter; thence South 69 degrees 53 minutes West, a distance of 77.0 feet; thence South 80 degrees 13 minutes 17 seconds West, a distance of 79.0 feet; thence North 00 degrees 13 minutes 17 seconds East and parallel to said East line, a distance of 421.63 feet; thence Northerly, on and along the arc of a regular curve to the left, not tangent to the last course, having a radius of 188.15 feet, an arc distance of 69.11 feet, being subtended by a long chord having a length of 68.72 feet and a bearing of North 10 degrees 31 minutes 23 seconds East to the point of tangency; thence North 00 degrees 00 minutes 00 seconds East and tangent to said curve, a distance of 75.00 feet to the point of beginning, containing 32.088 acres of land, subject to legal right-of-way for Covington Road and subject to all easements of record.

does hereby subdivide and plat the same into lots, blocks, streets and easements as shown on the plat to be known as COVINGTON RESERVE, SECTION I, this 9th day of April, 1996, does hereby dedicate the streets thus shown to the public use, and does hereby subject and impress all of said lots and blocks in said addition with the restrictions, covenants, limitations and easements referred to in the Declaration of Covenants, Conditions and Restrictions attached hereto and made a part hereof by reference.

FORT WAYNE GROUP, INC., an Indiana Corporation,

by: Thomas J. Eckrich, its President

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Thomas J. Eckrich, known to me to be the person and President whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said FORT WAYNE GROUP, INC., and that he executed the same as the act of such FORT WAYNE GROUP, INC. for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and notarial seal this 9th day of April, 1996.

Suzanne K. M. Tazian, Notary Public
Resident of Allen County, IN

My Commission Expires: 2-11-97

DULY ENTERED FOR TAXATION

APR 29 1996

AUDITOR OF ALLEN COUNTY

96-22701
REGISTER NUMBER

CERTIFICATE OF SURVEY

I, the undersigned Land Surveyor, registered under the laws of the State of Indiana, have made a survey of the real estate described herein and have established the lots and streets in the foregoing plat in accordance with the true and established boundaries thereof.

I hereby certify that the above plat and survey are correct.

Z. K. Tazian
Indiana Land Surveyor



For Amendment to Restrictions See doc 202641932
For First Amended Restrictions 5/30/03
See Doc 203054185

THIS INSTRUMENT PREPARED BY ZOHRAN K. TAZIAN



SCALE IN FEET:
(1" = 100')
0 100 200

DATE: 7 NOV 95
REVISED: 8 MAR 96

APPROVALS

PLAN COMMISSION
DATE: 4/11/96
William D. Neugebauer
COUNTY CLERK

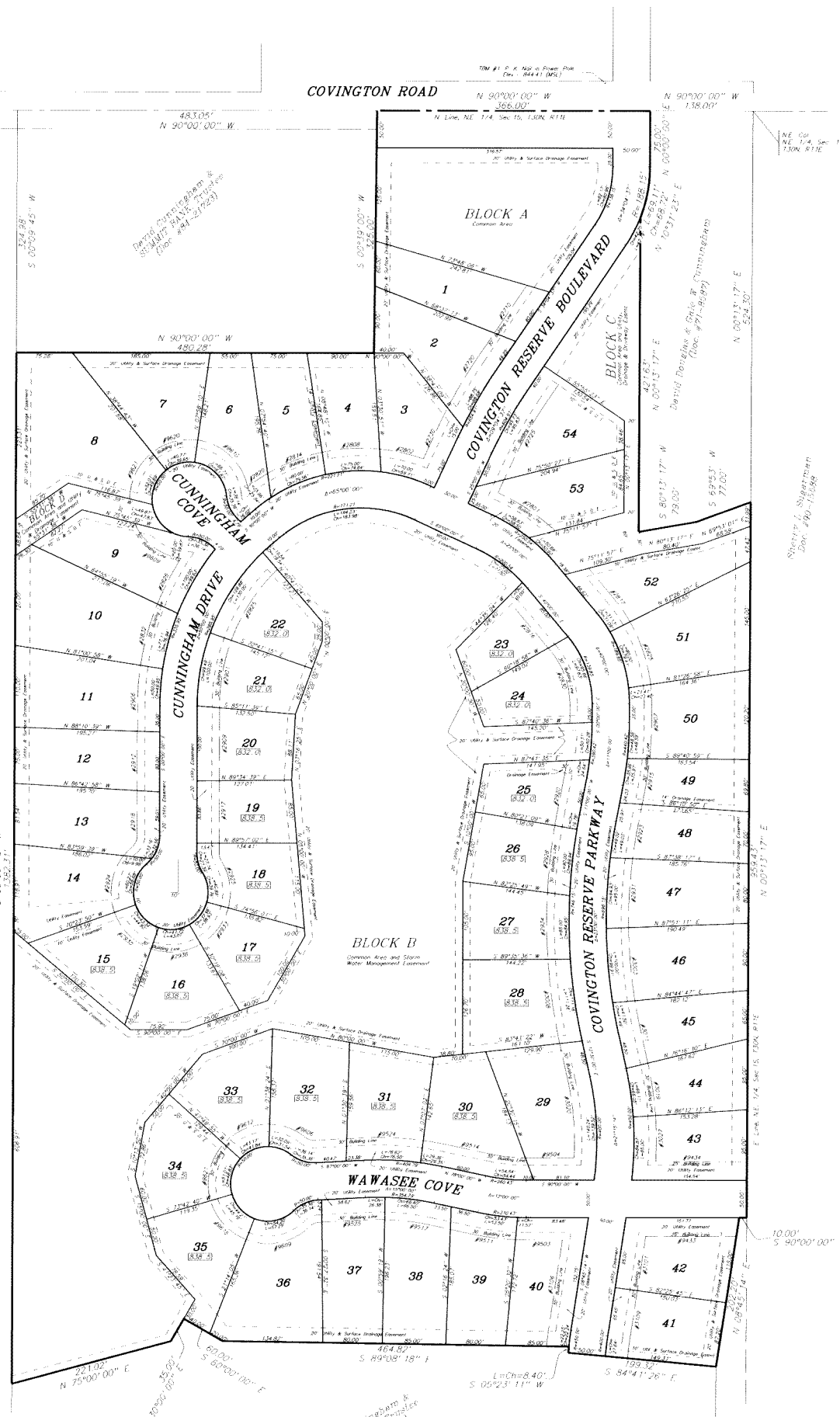
COUNTY SURVEYOR
DATE: 4-23-96
John A. Hunsicker
APPROVED FOR DRAINAGE ONLY

BOARD OF COMMISSIONERS
DATE: 4/11/96
John A. Hunsicker
John A. Hunsicker
John A. Hunsicker

HEALTH COMMISSIONER
DATE: 4-24-96
John A. Hunsicker
JOHN A. HUNSICKER, MD

ZONING ADMINISTRATOR
DATE: 4/11/96
John A. Hunsicker
JOHN A. HUNSICKER, MD

ATTEST: Theresa Brown
4/11/96
THERESA BROWN, ALLEGED



NOTES:

- 1 All buried utilities shall allow for the proposed swale grades as shown on the engineering plans
- 2 All intersection radii shall be 20'
- 3 Boxed elevation is minimum flood protection grade (MSL DATUM)

BENCHMARKS:

Beginning Benchmark F-74 State Hwy tablet in NW wingwall of Covington Rd. bridge over I-69. Elev.=836.30 (MSL)

TBM #1: P. K. Nail in Power Pole NW cor. Candlewick Dr. at Covington Road Elev.=844.41 (MSL)

TBM #2: Top of N. Bonnet Bolt of Fire Hyd. in Emerald Lake Addition Elev.=828.92 (MSL)

30MAY1996

4/24/96

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

Fort Wayne Group, Inc., an Indiana corporation, hereby declares that it is the Owner of real estate described in Exhibit A which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I

Section 1. "Association" shall mean and refer to the Covington Reserve Community Association, Inc., its successors and assigns.

Section 2. "Builder" shall mean a builder or builders who shall be designated by the Developer for the purpose of building the Units.

Section 3. "By-laws" shall mean the "By-laws" initially adopted by Covington Reserve Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members initially appointed by the Developer. After the sale of one-half (1/2) of the lots in the subdivision, the members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-laws of the Association.

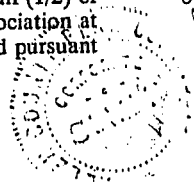
DULY ENTERED FOR TAXATION

APR 29 1996

COMMUNITY LAND TRUST CO.


AUDITOR OF ALLEN COUNTY

96 2291
AUDITORS NUMBER



Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Fort Wayne Group, Inc., its successors and assigns.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a lot including the garage and any appurtenances.

Section 8. "Lot" shall mean any type of lot as have been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon restrictions as herein set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 45 feet in width at the established building line as shown on this plat.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Covington Reserve.

Section 12. "Subdivision" shall mean Covington Reserve, a subdivision located in Aboite Township, Allen County, Indiana.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be owned by The Association, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against the Owner's Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

(d) access to the Common Areas shall be only at such locations where said Common Areas adjoin public roads. Existence of Common Areas shall not be deemed to have granted or created any easement, either actual, implied or constructive, over the property of any Owner for access to or use of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

Section 4. Party-walls: It is the intent of the Declarant to construct or have constructed single-family dwelling units with a common wall between each two (2) units. Each lot and the dwelling unit thereon will be separately conveyed, and any building wall located on a lot boundary line and serving as a common wall between adjoining dwelling units is hereby declared to be a party wall to which the following provisions apply:

(a) The cost of maintaining each party wall shall be borne equally by the Owners on either side of the party wall.

(b) In the event of damage or destruction suffered by a party wall from any cause, other than the negligence of either Owner thereof, the Owners shall, at their joint expense, repair or rebuild the party wall; and each Owner, or his personal representatives, successors and assigns shall have the right to use the party wall so

repaired or rebuilt. If either Owner's negligence is the cause of the damage to or destruction of the party wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner neglects or refuses to pay his share of the repair or reconstruction costs, or all of such costs in the event of said Owner's negligence, the other Owner may have the party wall repaired or restored and shall have a lien on the lot and dwelling unit of the Owner who failed to pay the amount of the defaulting Owner's share of the repair or replacement costs.

(c) No Owner shall alter or change a party wall in any manner, interior paint and decoration excepted, and a party wall shall always remain in the same location as when erected. Each Owner of a party wall shall have a perpetual easement of encroachment on that part of the lot of the other Owner of the party wall, for party wall purposes only.

(d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators. Said arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall share equally in the cost of same.

Section 5. Initial Transfer And Construction. To accomplish the intent set forth in the preceding section, the lots have been designated to indicate the lots to be paired to accomplish the construction of the units with party walls. Lots so designated shall not be initially transferred unless the purchase of each lot (or lots if a single purchaser), has entered into a binding obligation to construct the dwelling units with a builder for the simultaneous construction of each unit paired.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. As a member of the Association, Lot Owners shall be subject to all covenants, restrictions, and assessments of Covington Reserve Community Association. The membership shall be



appurtenant to and may not be separated from Ownership of a Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision except Fort Wayne Group, Inc. and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be Fort Wayne Group, Inc., and said member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections of Covington Reserve have been conveyed, or

(b) on December 31, 2006.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments (4) storm water system maintenance, and (5) structural insurance assessment (as provided in Sections 2, 3, 7, 8 and 9, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgages. The lien of any assessments provided for in Articles V and VI shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Covington Reserve, and in particular for the improvement and maintenance of ponds and streams, entrance ways (including the textured concrete used to pave the entrance ways, the maintenance of which shall be the obligation of the Association) and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, snow removal, insurance, taxes, the providing of neighborhood security, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Twenty-Five Dollars (\$125.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors shall fix the Annual Assessment. The maximum Annual Assessment may be increased each year by the Board of Directors not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Annual Assessment may be increased above 15% only if proposed by the Board of Directors and approved by the vote or written assent of 51% of each class of members.

Section 3. Special Assessment For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special

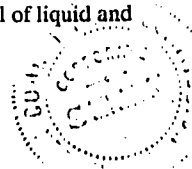
assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Except as hereinafter provided, both annual assessments and special assessments except the structural insurance assessment must be fixed at a uniform rate for all lots, may be collected on a monthly, quarterly or yearly basis. The Board of Directors of the Association may reduce the annual assessment by an amount not exceeding fifteen (15%) percent of said assessment when in their sole discretion they determine that the full assessment is not applicable to any individual lot because of the nature of the dwelling or services required by said lot.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article V, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association of its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plat or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and



solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plan or equipment.

Section 8. Storm Water System Maintenance. The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and any current or future Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision approval of which has been granted for the use and benefit of this section of this subdivision, and of further sections of Covington Reserve, the cost of which shall be assessed in accordance with Section 6 hereof.

The owner of any lot in Covington Reserve and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair, or replace the storm water drainage system and any current or future Storm Water Detention System improvements, as above provided.

Section 9. Structural Insurance Assessment. In addition to all other assessments provided for in this Article V, the Association may levy in any assessment year a structural insurance assessment. The Association shall insure the structure of each dwelling unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said units. Proceeds from said policy shall be payable to the Association and used solely to restore the unit or units damaged. The Association shall assess the cost of said insurance to each dwelling unit on a pro rate basis by comparing to cost of each unit to the total cost of all units and multiplying that times the charge of said insurance. Notice and payment of this assessment shall be in accordance with § 6 hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom.

Every person and entity who submits plans to the Architectural Control Committee agrees by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

ARTICLE VII

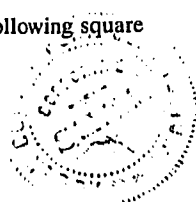
GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Developer shall designate a Builder or Builders for the purpose of promoting the efficient and orderly development of Covington Reserve and in order to assure quality and consistency of design and construction of the Dwelling Units. The Builder(s) shall have the right to purchase Lots for the purpose of building and reselling Dwelling Units on Lots sold by Developer to individual purchaser.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment, such as dog trimming, be construed as a home occupation.

Section 4. Sizes. All two-unit attached dwellings shall have the following square footage restrictions which are exclusive of porches and garages:



- (1) 1226 s.f. per building for two-bedroom units
- (2) 3000 s.f. per building for two-bedroom units

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 20 feet by 20 feet. Each residence shall have a garage which shall be maintained for the purpose of storing automobiles. Garage doors shall normally remain closed. No driveway access shall be off of or on to Covington Road.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to the rear Lot line.

Section 7. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 8. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. 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 any annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights; the

principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 10. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as hereinafter provided. The Developer or Builder may display one sign of not more than five square feet, advertising such Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period. A subsequent owner may display one sign provided by the Association advertising the Dwelling Unit for sale or rent.

Section 12. Radio and Television Antennas. No radio or television masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained without the prior approval of the Architectural Control Committee.

Section 13. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

- A. Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs and rabbits. No other animals shall be allowed or suffered in the subdivision.
- B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.
- C. When outside of the Dwelling Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Dwelling Unit; this shall not prohibit

a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Dwelling Unit in which the dog or cat resides and/or is maintained.

- D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that same may be heard outside of the Dwelling Unit.
- F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Common Area by the pet/animal.
- G. Any pet/animal owner's right to have a pet/animal reside in or visit the Subdivision shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association

Section 15. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be kept in the garage of the dwelling unit. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 16. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure of any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 17. Driveways and Sidewalks. All driveways from the street to the garage shall be poured concrete or asphalt and not less than sixteen (16) feet in width for a unit with a front load garage and no less than ten (10) feet in width for a unit with a side load garage. Plans and specifications for this subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the right-of-way in front of all lots. Installation of said sidewalks shall be the obligation of the owner of any such lot, and shall be completed in accordance with said plans and specifications prior to the issuance of a Certificate of Occupancy.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 19. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated on Sections 7 and 8 or this Section 19 of this Article VIII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 20. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 21. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Lot shall install improvements serving said Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot Owner in this Subdivision.

Section 22. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 23. Pools and Other Outdoor Recreational Equipment. No in ground pool or above-ground pool or other outdoor recreational equipment, including by way of example and not limitation, swing sets, slides and sandboxes shall be placed or maintained on any lot

Section 24. Fencing. No fencing shall be permitted without the prior approval of the Architectural Control Committee. The only fencing permitted shall be a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee.

Section 25. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Developer.

Section 26. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the

beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 27. Enforceability. The Association, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 28. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 29. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 30. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty(20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 31. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 32. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 33. Fire. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street, roadway or Lot in this subdivision, other than that as related to the construction of a Dwelling Unit.

Section 34. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time-to-time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 35. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

Section 36. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be as follows:

Lots 15, 16, 17, 18, 19, 26, 27, 28, 30, 31, 32, 33, 34 and 35: 838.5 feet.

Lots 20, 21, 22, 23, 24 and 25: 832.0 feet.

Section 37. Motor Vehicles. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition, so that they do not constitute a nuisance because of noise, exhaust emissions or otherwise. All motor vehicles, including but not limited to automobiles, golf carts, trucks, trail bikes, motorcycles, dune buggies, etc. shall be driven only upon paved streets and parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the Property.

Section 38. Parking. Regular overnight parking of all passenger vehicles will be in garages. Passenger vehicles may be occasionally parked in the unit's driveways or in other areas designated by the Association. Overnight parking of all passenger vehicles will be in garages. [or in other areas designated by the Association. Passenger vehicles may occasionally be parked in the unit driveways.] Overnight parking of all other vehicles and recreational equipment, including boats and campers, shall be in garages. No buses, tractor trailers or semi-trucks shall be parked upon the Property except for delivery purposes.

Except for emergency repairs, no Owner of a lot shall repair or restore any vehicle, boat or trailer upon any portion of the Property.

Section 39. Clothes lines. No outdoor clothes lines or other outdoor clothes drying apparatus or equipment shall be permitted on any lot.

Section 40. Lease Restrictions. No owner of a dwelling unit may lease said dwelling unit for a period of less than one year.

Section 41. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, Fort Wayne Group, Inc., Owner of the real estate described in said plat, has set its hand and seal this 26 day of April, 1996.

FORT WAYNE GROUP, INC.

By: [Signature]

Its [Signature]

RECORDED
04/29/1996 13:01:47
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

Doc. No. 960022701
Receipt No. 6843
Date 04/29/1996 13:01:45

DCFD 3.00
PLAT 38.00
PLAT 9.00
Total 50.00

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Thomas Eckrich, President of Fort Wayne Group, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 26 day of April, 1996.

Linda M. Neidrauer
Notary Public
Linda M. Neidrauer
Printed Name

My commission expires: 8-30

County of residence: Allen

This instrument prepared by G. William Fishering, Attorney.
e:\WS\GWF\CORR\COVMEADO.COV(VCF)

PLAT C- P 98

Doc. No.	203054485
Receipt No.	19286
DCFD	3.00
MISL	38.00
MISL	1.00
MISL	2.00
Total	44.00

**FIRST AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE**

A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

96002701

11-5038-01 11/10/04

Fort Wayne Group, Inc., an Indiana corporation, hereby declares that it is the Owner of real estate described in Exhibit A which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Covington Reserve, a Subdivision in Aboite Township, Allen County, Indiana.

The lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 1 to 54, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I

Section 1. "Association" shall mean and refer to the Covington Reserve Community Association, Inc., its successors and assigns.

Section 2. "Builder" shall mean a builder or builders who shall be designated by the Developer for the purpose of building the Units.

Section 3. "By-laws" shall mean the "By-laws" initially adopted by Covington Reserve Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members initially appointed by the Developer. After the sale of one-half (1/2) of the lots in the subdivision, the members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-laws of the Association.

FILED

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

03 19286
ALLEN COUNTY RECORDS MAY 30 2003

MAY 30 2003

**SALES DISCLOSURE
FORM**

Elizabeth A. Glessner
AUDITOR OF ALLEN COUNTY

man
James R. WEBBER

3406 Covington Reserve Parkway
F.W. IN. 46804

4/2/04
14

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Fort Wayne Group, Inc., its successors and assigns.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a lot including the garage and any appurtenances.

Section 8. "Lot" shall mean any type of lot as have been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon restrictions as herein set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 45 feet in width at the established building line as shown on this plat.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Covington Reserve.

Section 12. "Subdivision" shall mean Covington Reserve, a subdivision located in Aboite Township, Allen County, Indiana.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be owned by The Association, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against the Owner's Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

(d) access to the Common Areas shall be only at such locations where said Common Areas adjoin public roads. Existence of Common Areas shall not be deemed to have granted or created any easement, either actual, implied or constructive, over the property of any Owner for access to or use of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

Section 4. Party-walls: It is the intent of the Declarant to construct or have constructed single-family dwelling units with a common wall between each two (2) units. Each lot and the dwelling unit thereon will be separately conveyed, and any building wall located on a lot boundary line and serving as a common wall between adjoining dwelling units is hereby declared to be a party wall to which the following provisions apply:

(a) The cost of maintaining each party wall shall be borne equally by the Owners on either side of the party wall.

(b) In the event of damage or destruction suffered by a party wall from any cause, other than the negligence of either Owner thereof, the Owners shall, at their joint expense, repair or rebuild the party wall; and each Owner, or his personal representatives, successors and assigns shall have the right to use the party wall so

repaired or rebuilt. If either Owner's negligence is the cause of the damage to or destruction of the party wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner neglects or refuses to pay his share of the repair or reconstruction costs, or all of such costs in the event of said Owner's negligence, the other Owner may have the party wall repaired or restored and shall have a lien on the lot and dwelling unit of the Owner who failed to pay the amount of the defaulting Owner's share of the repair or replacement costs.

(c) No Owner shall alter or change a party wall in any manner, interior paint and decoration excepted, and a party wall shall always remain in the same location as when erected. Each Owner of a party wall shall have a perpetual easement of encroachment on that part of the lot of the other Owner of the party wall, for party wall purposes only.

(d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators. Said arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall share equally in the cost of same.

Section 5. Initial Transfer And Construction. To accomplish the intent set forth in the preceding section, the lots have been designated to indicate the lots to be paired to accomplish the construction of the units with party walls. Lots so designated shall not be initially transferred unless the purchase of each lot (or lots if a single purchaser), has entered into a binding obligation to construct the dwelling units with a builder for the simultaneous construction of each unit paired.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. As a member of the Association, Lot Owners shall be subject to all covenants, restrictions, and assessments of Covington Reserve Community Association. The membership shall be

appurtenant to and may not be separated from Ownership of a Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision except Fort Wayne Group, Inc. and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be Fort Wayne Group, Inc., and said member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections of Covington Reserve have been conveyed, or

(b) on December 31, 2006.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Fort Wayne Group, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments for capital improvements, (3) Tax Recoupment Assessments (4) storm water system maintenance, and (5) structural insurance assessment (as provided in Sections 2, 3, 7, 8 and 9, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgages. The lien of any assessments provided for in Articles V and VI shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Covington Reserve, and in particular for the improvement and maintenance of ponds and streams, entrance ways and all other Common Areas, payment of certain utility expenses and exterior portions of the dwelling units, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, snow removal, insurance, taxes, the providing of neighborhood security, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Monthly Assessments. Until January 1 of the year immediately following the conveyance by the developer of the first Lot to an Owner, the maximum monthly assessment ("Monthly Assessment") shall be One Hundred Twenty-Five Dollars (\$125.00) per year per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors shall fix the Monthly Assessment for the following year ("the Assessment Period"). The maximum Monthly Assessment may be increased each year by the Board of Directors not more than 15% above the maximum assessment for the previous year together with any estimate increase in the utility expenses being borne by the association which estimate shall be separately set forth, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Monthly Assessment may be increased above 15% only if proposed by the Board of Directors and approved by the vote or written assent of 51% of each class of members.

(c) Service Charge. A lot owner who failed to pay the required Monthly Assessment within five (5) days of its due date shall be subject to a \$5.00 per day service fee, retroactive to the due date.

Section 3. Special Assessment For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Except as hereinafter provided, both monthly assessments and special assessments except the structural insurance assessment must be fixed at a uniform rate for all lots, may be collected on a monthly, quarterly or yearly basis. The Board of Directors of the Association may reduce the monthly assessment by an amount not exceeding fifteen (15%) percent of said assessment when in their sole discretion they determine that the full assessment is not applicable to any individual lot because of the nature of the dwelling or services required by said lot.

Section 6. Date of Commencement of Monthly Assessments: Due Dates. The Monthly Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to an Owner. The Board of Directors shall fix the amount of the Monthly Assessment against each Lot at least thirty (30) days in advance of each Monthly Assessment Period. Written notice of the Monthly Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article V, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form

of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association of its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plat or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plan or equipment.

Section 8. Storm Water System Maintenance. The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and any current or future Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision approval of which has been granted for the use and benefit of this section of this subdivision, and of further sections of Covington Reserve, the cost of which shall be assessed in accordance with Section 6 hereof.

The owner of any lot in Covington Reserve and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair, or replace the storm water drainage system and any current or future Storm Water Detention System improvements, as above provided.

Section 9. Structural Insurance Assessment. In addition to all other assessments provided for in this Article V, the Association may levy in any assessment year a structural insurance assessment. The Association shall insure the structure of each dwelling unit against damage or destruction from fire, wind, rain, storm and other perils. Said insurance shall be in an amount equal to the replacement cost of each of said units. Proceeds from said policy shall be payable to the Association and used solely to restore the unit or units damaged. The Association shall assess the cost of said insurance to each dwelling unit on a pro rate basis by comparing to cost of each unit to the total cost of all units and multiplying that times the charge of said insurance. Notice and payment of this assessment shall be in accordance with § 6 hereof.

Section 10. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association. Pending such assignment the rights and obligations shall be assumed by the developer.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature,

kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Developer shall designate a Builder or Builders for the purpose of promoting the efficient and orderly development of Covington Reserve and in order to assure quality and consistency of design and construction of the Dwelling Units. The Builder(s) shall have the right to purchase Lots for the purpose of building and reselling Dwelling Units on Lots sold by Developer to individual purchaser.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot;

(c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment, such as dog trimming, be construed as a home occupation.

Section 4. Sizes. All two-unit attached dwellings shall have the following square footage restrictions which are exclusive of porches and garages:

- (1) 1226 s.f. per building for two-bedroom units
- (2) 3000 s.f. per building for two-bedroom units

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 20 feet by 20 feet. Each residence shall have a garage which shall be maintained for the purpose of storing automobiles. Garage doors shall normally remain closed. No driveway access shall be off of or on to Covington Road.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to the rear Lot line.

Section 7. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 8. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land

surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. 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 any annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 10. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as hereinafter provided. The Developer or Builder may display one sign of not more than five square feet, advertising such Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period. A subsequent owner may display one sign provided by the Association advertising the Dwelling Unit for sale or rent.

Section 12. Radio and Television Antennas. No radio or television masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained without the prior approval of the Architectural Control Committee.

Section 13. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

- A. Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs and rabbits. No other animals shall be allowed or suffered in the subdivision.

- B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.
- C. When outside of the Dwelling Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Dwelling Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Dwelling Unit in which the dog or cat resides and/or is maintained.
- D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that same may be heard outside of the Dwelling Unit.
- F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Common Area by the pet/animal.
- G. Any pet/animal owner's right to have a pet/animal reside in or visit the Subdivision shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association

Section 15. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be kept in the garage of the dwelling unit. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 16. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure of any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 17. Driveways and Sidewalks. All driveways from the street to the garage shall be poured concrete or asphalt and not less than sixteen (16) feet in width for a unit with a front load garage and no less than ten (10) feet in width for a unit with a side load

garage. Plans and specifications for this subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the right-of-way in front of all lots. Installation of said sidewalks shall be the obligation of the owner of any such lot, and shall be completed in accordance with said plans and specifications prior to the issuance of a Certificate of Occupancy.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 19. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated on Sections 7 and 8 or this Section 19 of this Article VIII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 20. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 21. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Lot shall install improvements serving said Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot Owner in this Subdivision.

Section 22. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 23. Pools and Other Outdoor Recreational Equipment. No in ground pool or above-ground pool or other outdoor recreational equipment, including by way of example and not limitation, swing sets, slides and sandboxes shall be placed or maintained on any lot

Section 24. Fencing. No fencing shall be permitted without the prior approval of the Architectural Control Committee.

Section 25. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Developer.

Section 26. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 27. Enforceability. The Association, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 28. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 29. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 30. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty(20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two

(2) years from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 31. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 32. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 33. Fire. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street, roadway or Lot in this subdivision, other than that as related to the construction of a Dwelling Unit.

Section 34. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time-to-time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 35. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

Section 36. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be as follows:

Lots 15, 16, 17, 18, 19, 26, 27, 28, 30, 31, 32, 33, 34 and 35: 838.5 feet.

Lots 20, 21, 22, 23, 24 and 25: 832.0 feet.

Section 37. Motor Vehicles. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition, so that they do not constitute a nuisance because of noise, exhaust emissions or otherwise. All motor vehicles, including but not limited to automobiles, golf carts, trucks, trail bikes, motorcycles, dune buggies, etc. shall be driven only upon paved streets and parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the Property.

Section 38. Parking. Regular overnight parking of all passenger vehicles will be in garages. Passenger vehicles may be occasionally parked in the unit's driveways or in other areas designated by the Association. Overnight parking of all passenger vehicles will be in garages. [or in other areas designated by the Association. Passenger vehicles may occasionally be parked in the unit driveways.] Overnight parking of all other vehicles and recreational equipment, including boats and campers, shall be in garages. No buses, tractor trailers or semi-trucks shall be parked upon the Property except for delivery purposes. Except for emergency repairs, no Owner of a lot shall repair or restore any vehicle, boat or trailer upon any portion of the Property.

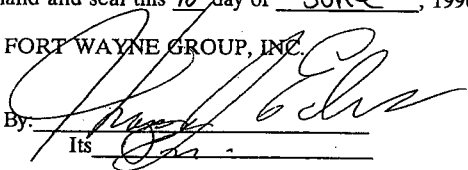
Section 39. Clothes lines. No outdoor clothes lines or other outdoor clothes drying apparatus or equipment shall be permitted on any lot.

Section 40. Lease Restrictions. No owner of a dwelling unit may lease said dwelling unit for a period of less than one year.

Section 41. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

IN WITNESS WHEREOF, Fort Wayne Group, Inc., Owner of the real estate described in said plat, has set its hand and seal this 10th day of June, 1996.

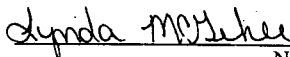
FORT WAYNE GROUP, INC.

By: 

Its Eckrich

STATE OF INDIANA)
) SS: .
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Tom J. Eckrich, President of Fort Wayne Group, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10th day of June, 1996.



Notary Public

Lynda McGehee

Printed Name

My commission expires: 7-11-99
County of residence: Allen

This instrument prepared by G. William Fishing, Attorney.

c:\WS\GWF\CORP\COVMEADO.COV (kab)
june 3, 1996

PART OF THE EAST HALF OF THE NORTHEAST
QUARTER OF SECTION 15, TOWNSHIP 30 NORTH,
RANGE 11 EAST, ALLEN COUNTY, INDIANA.

OPER:

WAYNE GROUP, INC.
COVINGTON POINTE WAY
WAYNE, IN 46804

ENGINEER:

Z. K. TAZIAN ASSOCIATES
345 WEST WAYNE STREET
FORT WAYNE, IN 46804

The undersigned, by virtue of Documents Numbered 960010275 and 9610278, being the owner of:

Part of the East Half of the Northeast Quarter of Section 15, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of said Northeast Quarter at a point situated 138.0 feet, North 90 degrees 00 minutes West (adjoining deed bearing and is used as the basis for the bearings in this description) from the Northeast corner of said Northeast Quarter; thence North 90 degrees 00 minutes West, on and along said North line, being within the right-of-way of Covington Road, a distance of 366.0 feet; thence South 00 degrees 39 minutes West, a distance of 325.0 feet; thence North 90 degrees 00 minutes West and parallel to said North line, a distance of 480.28 feet; thence South 00 degrees 09 minutes 45 seconds West, on and along a line partially defined by the East line of the plat of Emerald Lake of Covington as recorded in Plat Book 48, pages 137-140 and re-recorded in Plat Book 48, pages 155-160 in the Office of the Recorder of Allen County, Indiana, a distance of 1382.31 feet; thence North 75 degrees 00 minutes 00 seconds East, a distance of 221.02 feet; thence North 30 degrees 00 minutes 00 seconds East, a distance of 35.00 feet; thence South 60 degrees 00 minutes 00 seconds East, a distance of 60.00 feet; thence South 89 degrees 08 minutes 18 seconds East, a distance of 464.82 feet; thence Southerly, on and along the arc of a regular curve to the left, not tangent to the last course, having a radius of 450.00 feet, an arc distance of 8.40 feet, being subtended by a long chord having a length of 8.40 feet and a bearing of South 05 degrees 23 minutes 11 seconds West; thence South 84 degrees 41 minutes 26 seconds East, a distance of 199.32 feet; thence North 08 degrees 45 minutes 14 seconds East, a distance of 202.20 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 10.00 feet to a point on the East line of said Northeast Quarter; thence North 00 degrees 13 minutes 17 seconds East, on and along said East line, a distance of 959.43 feet to a point situated 524.3 feet, South 00 degrees 13 minutes 17 seconds West from the Northeast corner of said Northeast Quarter; thence South 69 degrees 53 minutes West, a distance of 77.0 feet; thence South 80 degrees 13 minutes 17 seconds West, a distance of 79.0 feet; thence North 00 degrees 13 minutes 17 seconds East and parallel to said East line, a distance of 421.63 feet; thence Northerly, on and along the arc of a regular curve to the left, not tangent to the last course, having a radius of 188.15 feet, an arc distance of 69.11 feet, being subtended by a long chord having a length of 68.72 feet and a bearing of North 10 degrees 31 minutes 23 seconds East to the point of tangency; thence North 00 degrees 00 minutes 00 seconds East and tangent to said curve, a distance of 75.00 feet to the point of beginning, containing 32.088 acres of land, subject to legal right-of-way for Covington Road and subject to all easements of record.

does hereby subdivide and plat the same into lots, blocks, streets and easements as shown on the plat to be known as COVINGTON RESERVE, SECTION I, this 4th day of April, 1996, does hereby dedicate the streets thus shown to the public use, and does hereby subject and impress all of said lots and blocks in said addition with the restrictions, covenants, limitations and easements referred to in the Declaration of Covenants, Conditions and Restrictions attached hereto and made a part hereof by reference.

FORT WAYNE GROUP, INC., an Indiana Corporation,

by: Thomas J. Eckrich
Thomas J. Eckrich, its President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Thomas J. Eckrich, known to me to be the person and President whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said FORT WAYNE GROUP, INC., and that he executed the same as the act of such FORT WAYNE GROUP, INC. for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and notarial seal this 4th day of April, 1996.

Lyndal K. McArthur
Lyndal K. McArthur Notary Public
Resident of Allen County, IN

DULY ENTERED FOR TAXATION

APR 20 1996

My Commission Expires: 7-1-99

RECORDED
01/26/2005 10:34:23
RECORDER
PATRICIA J GRICK
ALLEN COUNTY, IN
Doc. No. 205004884
Receipt No. 2370
DCFD 3.00
MISL 52.00
MISL 1.00
MISL 2.00
Total 58.00

AMENDED
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA
LOTS 1 THROUGH 54

The undersigned, representing at least seventy-five percent (75%) of the lot owners of lots numbered 1 to 54, inclusive, of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana, recorded as Document #96002701 in Plat Cabinet C, page 98 in the Office of the Recorder of Allen county, Indiana, as previously amended, hereby amend the following articles of said Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, a subdivision in Aboite Township, Allen County, Indiana ("Covenants").

The lots numbered 1 to 54, inclusive, in the Subdivision shall be subject to, and impressed with, the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The amended Covenant is set forth below. Except as set forth hereinafter, the original Covenants, as previously amended, shall remain in full force and effect.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly Assessments, (2) Special Assessments, (3) Tax Recoupment Assessments, (4) storm water system maintenance assessments, or (5) any other assessments to be established and collected as provided in Article V of these Covenants or any installment of any assessment (individually or collectively "Assessment[s]") upon the terms and conditions as set forth herein. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due:

(a) Any Assessment which shall be thirty (30) days past due shall bear interest at the rate of eighteen percent (18%) per annum (one and one half percent [1.5%] per month) calculated from the date such Assessment was originally due and payable.

(b) Any Assessment which shall be thirty (30) days past due shall be subject to an administrative expense and late fee of Twenty Five Dollars (\$25.00) ("Late Fee") per month. The Late Fee shall be due and payable for each month (calculated as thirty [30] days from the due date of the Assessment) or portion

5/6/2005

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

Prepared By
Stephen Trexler

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 18 day of ~~September~~ October, 2003.

Lot number 4

OWNER

Larry J. Lehman
LARRY J. LEHMAN

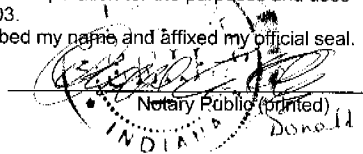
Shirley M. Lehman (Printed)
SHIRLEY M. LEHMAN
(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Larry Lehman + Shirley Lehman, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 18 day of ~~September~~ October, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-9-08
Resident of Allen County



Donald R. Hille

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V

ASSOCIATION ASSESSMENTS

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 30th day of September, 2003.

Lot number 7

OWNER

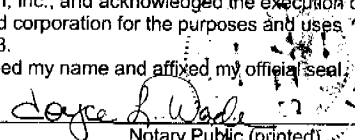
Eckrich Group by (Printed) Tom Eckrich
Tom Eckrich
(Printed)

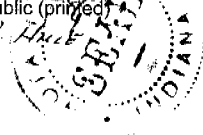
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Tom Eckrich, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 30th day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 2-25-2008
Resident of Allen County


Joyce L. Wade
Notary Public (printed)
Joyce L. Wade



thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 15th day of ~~September, 2003~~
MARCH, 2004

OWNER

Lot number 10

CYNTHIA S. MACNAUGHT
(Printed)

Cynthia S. MacNaught
(Printed)



Before me undersigned, a Notary Public, in and for said County and State, personally appeared CYNTHIA S. MACNAUGHT, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 15th day of ~~September, 2003~~ MARCH, 2004.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 3/28/2009
Resident of Allen County

DAVID P. LAMER
Notary Public (printed)

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 29 day of ~~September, 2003~~ March, 2004

Lot number 12

OWNER

L. Irene Buser
(Printed)

L. Irene Buser
(Printed)

STATE OF INDIANA)
COUNTY OF ALLEN) SS: KOSCIUSKO

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared L. Irene Buser, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 29 day of ~~September, 2003~~ March, 2004

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 10/21/2008
Resident of ~~Allen County~~ Kosciusko County

Janette L. Newland
Notary Public (printed)
Janette L. Newland

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 15 day of September, 2003.

Lot number 162

OWNER
Patricia L. Simcoe
(Printed)
PATRICIA L. SIMCOE
(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)



Before the undersigned, a Notary Public, in and for said County and State, personally appeared PATRICIA L. SIMCOE, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 15 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Resident of Allen County

[Signature]
Notary Public (printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 18 day of September, 2003.

OWNER

OWNER

Lot number 21

Leon Himeinstein
(Printed)

Phyllis M. Himeinstein
(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____

(Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____

(Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____

(Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____

(Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____

(Printed)

(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Leon Himeinstein, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 18 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Owner of Allen County

Donald R. Hille
Notary Public (Printed)

Donald R. Hille

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner(s) of the real estate designated adjacent to their names have set their hands and seals this 28th day of September, 2003.

Lot number 24

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

OWNER
[Signature]

(Printed)
RON KENSKY

Donna Kensky (Printed)
Donna Kensky

Before the undersigned, a Notary Public, in and for said County and State, personally appeared RON & DONNA KENSKY, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 28 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 1-19-08
Resident of Allen County

[Signature]

Notary Public (printed)
Donald R. Hille

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 12th day of ~~September, 2003~~ JANUARY 2005

Lot number 28

OWNER
Thomas Behm Thomas Behm
(Printed)
Audrey Behm Audrey Behm
(Printed)

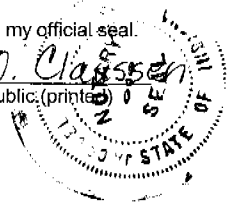
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Thomas Behm and Audrey Behm an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 12th day of ~~September, 2003~~ JANUARY 2005

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 1-19-08
Resident of Allen County

Donald R. Hille
Notary Public (printed)
Donald R. Hille



(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

Jamie L. Castellana
Notary Public (printed)
-Jamie L. Castellana

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 25th day of September, 2003.

Lot number

39

OWNER

Diane Bowlin
(Printed)

Diane Bowlin
(Printed)

STATE OF INDIANA)

) SS:

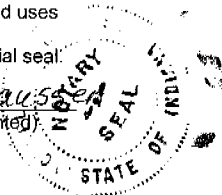
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Diane Bowlin, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 25 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal:

My commission expires: June 8, 2008
Resident of Allen County

Jacquelyn O. Clausen
Notary Public (printed)



thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 30th day of September, 2003.

Lot number 42

OWNER
Tom Eckrich
Eckrich Group, Inc. (Printed) Eckrich

(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Tom Eckrich, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 30th day of September, 2003.

In witness whereof, I have hereunto subscribed my name and placed my official seal.

My commission expires: February 25, 2008
Resident of Allen County

Joyce L. Wade
Notary Public (printed)
Joyce L. Wade

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 30th day of September, 2003.

Lot number 46

OWNER
Siena Properties LLC
Tom Eckrich (Printed)
[Signature] (Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Tom Eckrich, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 30th day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: February 25, 2008
Resident of Allen County

Joyce L. Wade
Notary Public (printed)
Joyce L. Wade

thereof, including the first thirty (30) days, that any Assessment or portion thereof remains unpaid. These Late Fees shall not be cumulative and shall not exceed Twenty Five Dollars (\$25.00) per month regardless of the Assessments which are unpaid. Interest shall not be due on Late Fees.

(c) Upon any Assessment becoming sixty (60) days past due, the Board of Directors of the Association may in its sole and absolute discretion accelerate and declare the entire balance of unpaid Assessments for the applicable Assessment Period immediately due and payable, with interest and late fees as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana. This Notice of Lien shall have the same force and effect as a mortgage lien under Indiana law, and shall be enforced in the same manner as a mortgage lien. This Notice of Lien shall perfect a lien on behalf of the Association on the applicable lot for (i) all such unpaid and accelerated Assessments; (ii) interest and late fees as provided herein; and, (iii) all reasonable attorney's fees, title expenses, and costs of collection incurred by the Association in foreclosing the lien and/or collecting the Assessment.

ARTICLE V
ASSOCIATION ASSESSMENTS

Section 2. (c) Service Charge. This subsection (c) is deleted in its entirety.

This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 28th day of September, 2003.

Lot number 47

OWNER

Maryjane Walda
(Printed)

Maryjane Walda
(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared MARYJANE WALDA, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 28 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Resident of Allen County

[Signature]
Notary Public (Printed)
INDIANA

IN WITNESS WHEREOF, the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER

OWNER

Lot number 4/1 Charlotte A. Willmore
(Printed)
CHARLOTTE A. WILLMORE

Hugh Willmore
A. & S. WILLMORE (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 19th day of September, 2003.

OWNER

OWNER

Lot number 40 Joanne K. Alderice
JOANNE R. ALDERICE (Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER

OWNER

Lot number 49 Phyllis A. Perry
PHYLLIS A. PERRY (Printed)

Donald M Perry
DONALD M PERRY (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER

OWNER

Lot number 25 Thane E. Stew (Printed)
THANE E. STEW #25

Kate G. Steward
KATE G. STEWARD (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER

OWNER

Lot number _____ (Printed)

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this _____ day of September, 2003.

OWNER

OWNER

Lot number _____ (Printed)

(Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Individuals listed above, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Owner of Allen County

Notary Public (printed)

Donat R. H. M.

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER OWNER
Lot number 60 KASHLEEN A. DENICE Kashleen A. Denice
(Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER Cynthia Cadwallader OWNER
Lot number 81 CYNTHIA CADWALLADER Cynthia
(Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER Jananne L. Styborski OWNER
Lot number 74 Jananne L. Styborski _____
(Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER OWNER
Lot number 8 Diana Hill Diana Hill
(Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER OWNER
Lot number 64 Jolene S. Welch _____
(Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10th day of September, 2003.

OWNER OWNER
Lot number 92 Shirley Kohrman _____
(Printed) (Printed)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared individuals listed above, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10th day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: April 18, 2010
Owner of Allen County

Shirley S. Gage
Notary Public (printed)

Shirley S. Gage



IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 29 OWNER Gerard Clancy OWNER
GERARD CLANCY (Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 34 OWNER May So OWNER
May So (Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 43 OWNER David J. Schwartz OWNER
David J. Schwartz (Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 38 OWNER Jackie Claussen OWNER
Jackie Claussen (Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 44 OWNER Donna J. Stroble OWNER
DONNA J. STROBLE (Printed) (Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

Lot number 69 OWNER Raymond R. Witkin OWNER
Raymond R. Witkin (Printed) (Printed)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Individuals listed above, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Owner of Allen County

Donald R. Hille
Notary Public (Printed)
Donald R. Hille

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 32 J.P. Monnier
(Printed)

OWNER
Ruby J Monnier
(Printed)
Lucy J Monnier

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 12 Joseph W Clark
(Printed)
JOSEPH W CLARK

OWNER

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 20 Howard B. Pettys
(Printed)
HOWARD B. PETTYS

OWNER

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 25 Jeanne Anne Jask
(Printed)
JEANNE ANNE JASK

OWNER

(Printed)

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 6 Dr. Diane Guile
(Printed)
Dr. Diane Guile

OWNER
Charles E Guile
(Printed)
CHARLES E GUILER

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER
Lot number 53 Danney C. Cravey
(Printed)
DANNEY C. CRAVEY
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

OWNER

(Printed)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Individuals listed above, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Owner of Allen County

Donald R. Hille
Notary Public (printed)
Donald R. Hille

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 14 Dorothy Dice C. J. Nace
(Printed) (Printed)
DOROTHY DICE C. J. Nace

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 2 MARLENE MILLER _____
(Printed) (Printed)
Marlene Miller

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 1 Carolyn DeGroot _____
(Printed) (Printed)
CAROLYN DeGroot

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 27 Alice M. Shank _____
(Printed) (Printed)
ALICE M. SHANK

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 50 Doris Pflughaupt Doris Pflughaupt
(Printed) (Printed)
Doris Pflughaupt

IN WITNESS WHEREOF: the Owner (s) of the real estate designated adjacent to their names have set their hands and seals this 10 day of September, 2003.

OWNER OWNER
Lot number 17 Fritz Ober _____
(Printed) (Printed)
FRITZ OBER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public, in and for said County and State, personally appeared Individuals listed above, an owner of Covington Reserve Community Association, Inc., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 10 day of September, 2003.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 4-19-08
Owner of Allen County

Donald R. Hill
Notary Public (printed)
Donald R. Hill
INDIANA

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ALLEN COUNTY RECORDER



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2008058316

**THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO
PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE COMMUNITY ASSOCIATION, INC.
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

DOCUMENT BEING RECORDED TO CORRECT RECORDED DOCUMENT NUMBERS

WHEREAS, a certain document entitled "First Amended Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve a Subdivision in Aboite Township, Allen County, IN" (hereafter referred to as the "Covenants"), recorded as Document #960022701 in Plat Cabinet C, page 98 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were amended and recorded as Document #205004884 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, a certain document entitled "Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, Section II a Subdivision in Aboite Township, Allen County, IN" (hereafter referred to as the "Covenants"), recorded as Document #970074005 in Plat Cabinet C, page 200 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were amended and recorded as Document #205004885 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were further amended and restated and recorded as Document #207001364; and

NOW, THEREFORE, upon the approval of the Owners as aforesaid, the Declaration is amended as follows:

Article VI, Architectural Control, Section 2. of the Declarations is hereby deleted in its entirety and replaced with the following:

Section 2. No (1) temporary or permanent building, addition, fence, wall, pond; (2) increase or change in the nature, kind or size of existing landscaping, including, but not limited to, the creation or planting of new landscaping areas, flower beds, water gardens or features, shrubs, bushes, trees or other plants (collectively, "Plants") or decorative features in a location where they did not previously exist, and excluding only the replacement of Plants as need be with the same variety of Plants; (3) exterior redecorating, including, but not limited to, changes of the color of paint, siding or roofing; (4) other structure or improvement of any kind (individually and collectively, "Improvement[s]"); or, (5) material changes to, or

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ALLEN COUNTY RECORDER

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replacement of, any Improvement shall be commenced, erected or maintained upon any Lot, until two sets of plans and Specifications showing the nature, kind, shape, height, materials and location of the proposed Improvement[s] shall have been submitted in advance to the Architectural Control Committee ("ACC") and approved in writing by the ACC.

The ACC shall have full and complete discretion in approving or denying submissions of proposed Improvements so long as such approval or denial is reasonably based upon and references: (1) the harmony or consistency of the proposed Improvements with the external design and appearance of the Improvements on all Lots, or the lack thereof; (2) the location of the proposed Improvements in relation to surrounding structures, topography and boundaries of adjacent Lots; and, (3) any increase in the Association's maintenance costs.

Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Home shall constitute a ratification of these Amendments, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, and all such provisions shall be covenants running with land and shall bind any person having at any time having any interest or estate in a Home or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

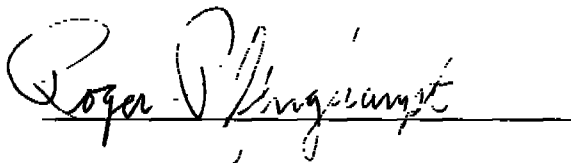
Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendments of the Declaration have been fulfilled and satisfied.

Executed this 24 day of November, 2008.

Covington Reserve Community Association, Inc. by:

Its President:

Its Secretary:





STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me a Notary Public in and for said County and State, personally appeared Roger Pflughaupt and Jackie Clausen the President and Secretary, respectively, of Covington Reserve Community Association, Inc., who acknowledged execution of the foregoing Third Amendment of said Corporation for an on behalf of said Corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witnessed my hand and Notary Seal this 24 day of November, 2008.

B-Rkf.
Notary Public – Signature

Brian R. Kenefic
Printed Name

My Commission Expires: October 20, 2011

Residence County: Allen County



BRIAN R. KENEFIC, Notary Public

Allen County, State of Indiana

My Commission Expires October 20, 2011

This instrument prepared by NAI Harding Dahm. TINA VIK

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.

TINA VIK

2008046628

10/01/2008 09:35:01AM

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ALLEN COUNTY RECORDER



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**THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED AS TO
PART OF THE DEDICATION AND PLAT OF
COVINGTON RESERVE COMMUNITY ASSOCIATION, INC.
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

WHEREAS, a certain document entitled "First Amended Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve a Subdivision in Aboite Township, Allen County, IN" (hereafter referred to as the "Covenants"), recorded as Document #96002701 in Plat Cabinet C, page 98 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were amended and recorded as Document #205004884 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, a certain document entitled "Dedication and Declaration of Protective Restriction, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Covington Reserve, Section II a Subdivision in Aboite Township, Allen County, IN" (hereafter referred to as the "Covenants"), recorded as Document #960064031 in Plat Cabinet C, page 98 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were amended and recorded as Document #205004885 in the office of the Recorder of Allen County, Indiana; and

WHEREAS, said Covenants were further amended and restated and recorded as Document #207001364; and

NOW, THEREFORE, upon the approval of the Owners as aforesaid, the Declaration is amended as follows:

Article VI, Architectural Control, Section 2. of the Declarations is hereby deleted in its entirety and replaced with the following:

Section 2. No (1) temporary or permanent building, addition, fence, wall, pond; (2) increase or change in the nature, kind or size of existing landscaping, including, but not limited to, the creation or planting of new landscaping areas, flower beds, water gardens or features, shrubs, bushes, trees or other plants (collectively, "Plants") or decorative features in a location where they did not previously exist, and excluding only the replacement of Plants as need be with the same variety of Plants; (3) exterior redecorating, including, but not limited to, changes of the color of paint, siding or roofing; (4) other structure or improvement of any kind (individually and collectively, "Improvement[s]"); or, (5) material changes to, or replacement of, any Improvement shall be commenced, erected or maintained upon any Lot, until two sets of plans and

Allen County Recorder
Document # 2008046628

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ALLEN COUNTY RECORDER
OFFICE
101 N. W. 10th St.
Mishawaka, IN 46545

NAI Harding Dahn
Box 8398

46898-8398

164311C

Specifications showing the nature, kind, shape, height, materials and location of the proposed Improvement[s] shall have been submitted in advance to the Architectural Control Committee ("ACC") and approved in writing by the ACC.

The ACC shall have full and complete discretion in approving or denying submissions of proposed Improvements so long as such approval or denial is reasonably based upon and references: (1) the harmony or consistency of the proposed Improvements with the external design and appearance of the Improvements on all Lots, or the lack thereof; (2) the location of the proposed Improvements in relation to surrounding structures, topography and boundaries of adjacent Lots; and, (3) any increase in the Association's maintenance costs.

Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Home shall constitute a ratification of these Amendments, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, and all such provisions shall be covenants running with land and shall bind any person having at any time having any interest or estate in a Home or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

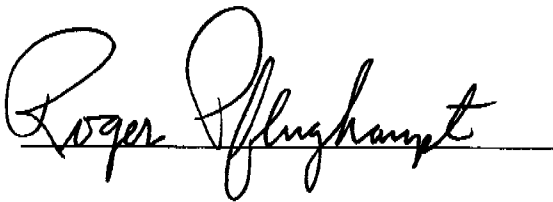
Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendments of the Declaration have been fulfilled and satisfied.

Executed this 29th day of September, 2008.

Covington Reserve Community Association, Inc. by:

Its President:

Its Secretary:



STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me a Notary Public in and for said County and State, personally appeared Roger Pflughaupt and Jackie Claussen, the President and Secretary, respectively, of Covington Reserve Community Association, Inc., who acknowledged

execution of the foregoing Third Amendment of said Corporation for an on behalf of said Corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witnessed my hand and Notary Seal this 29th day of September, 2008.

Pamela A. Martin
Notary Public – Signature

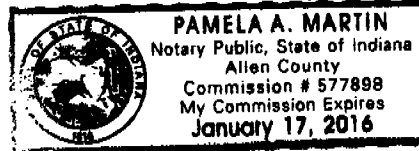
PAMELA A. MARTIN
Printed Name

TINA VIK
This instrument prepared by NAI Harding Dahm.

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.

TINA VIK, Property Manager
Jue Vil

My Commission Expires: 01-17-2016
Residence County: Allen





Tx:4163696

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RECORDED: 03/30/2015 11:01:08 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made as of this 19th day of February, 2015, by Thomas W. Rogers and Denise Rogers, husband and wife (herein collectively, "Declarant"), under the following circumstances:

WITNESSETH

WHEREAS, Declarant, on or about this date, has been conveyed certain real estate located in Allen County, Indiana, the legal description of which being attached hereto as Exhibit A (the "Real Estate");

WHEREAS, the Real Estate was conveyed to Declarant by Nancy C. Rogers ("Nancy Rogers") as a gift and for no consideration; and

WHEREAS, in exchange for such conveyance, Declarant voluntarily agreed to place certain restrictions and covenants on the Real Estate.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby impresses upon the Real Estate certain restrictions and covenants which shall run with the Real Estate and be binding upon Declarant and all future owners of the Real Estate, subject to termination as provided below.

1. Mortgaging the Real Estate. For as long as Declarant owns the Real Estate, Declarant shall not encumber the Real Estate with any mortgage or deed of trust without the prior written consent of Nancy Rogers, which consent may be withheld in Nancy Rogers' sole discretion. This restrictive covenant shall be in force and effect whether Declarant owns the Real Estate or just one of the persons who comprise Declarant owns the Real Estate.

2. Successors and Assigns. The restrictive covenants set forth above shall inure to the benefit of all property owners who own property comprising the Real Estate, their successors and assigns, and shall also inure to the benefit of Nancy Rogers. This Declaration may be amended or terminated only with the prior written consent of Declarant and Nancy Rogers (which consent may be withheld in Nancy Rogers' sole discretion). This Declaration and the restrictive covenants set forth herein shall run with the Real Estate, and any conveyance thereof, and shall be binding upon Declarant, its successors and assigns, as owners of the Real Estate. Notwithstanding anything stated in this Declaration to the contrary, this Declaration shall terminate and expire upon the sale of the Real Estate by Declarant to a bona fide third party purchaser.

Witnessed by me, Clerk of Court, on this day of March, 2015, at Fort Wayne, Indiana.

MAR 27 2015

Jeramie Mather
CLERK OF COURT

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3. Remedies. In addition to any remedies that may be available at law, temporary, preliminary and permanent injunctive relief may be granted to enforce any provision of this Declaration, without the necessity of proof of actual damage, in the event of an actual breach or violation, or threatened breach or violation, of any restriction or covenant under this Declaration. Such remedies shall be cumulative and nonexclusive, and shall be afforded to any owner of property which comprises all or a portion of the Real Estate, and Nancy Rogers. As a condition precedent to the bringing of any lawsuit or initiating any action for temporary, preliminary and permanent injunctive relief as provided herein, the party desiring to bring said action shall first provide Declarant, or the then existing owner(s) of the Real Estate, thirty (30) days' prior written notice of the breach or violation, or threatened breach or violation, of the terms, restrictions or covenants of this Declaration.

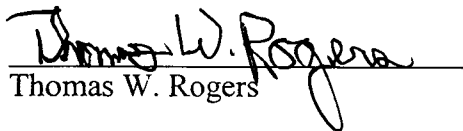
4. Attorney Fees. In the event any action is brought to enforce the terms and conditions of this Declaration, the prevailing party shall be awarded its costs and reasonable attorneys' fees.

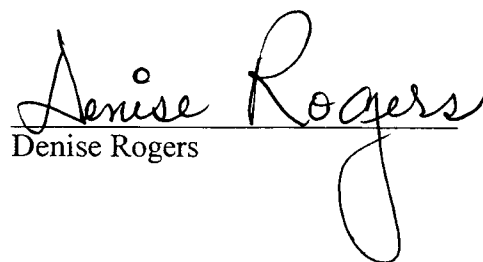
5. Last Deed of Record. The most recent deed of record for the Real Estate was recorded in the Allen County, Indiana Recorder's Office as Document No. 2015015356.

6. Severability. Each covenant or restriction contained in any paragraph of this Declaration shall be severable and separate, and if any court shall rule that any particular restriction or covenant is unenforceable, such ruling shall not affect the enforceability of any other restriction or covenant under this Declaration, and such other restriction or covenant shall be enforced.

7. Governing Law. This Declaration, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.

"Declarant"

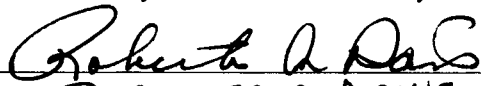

Thomas W. Rogers


Denise Rogers

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this 19 day of February, 2015, personally appeared Thomas W. Rogers and Denise Rogers, and acknowledged the execution of the foregoing.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.



ROBERTA A DAVIS
(Printed Name)

My Commission Expires: 5-17-19
Resident County of: WHITLEY

THIS INSTRUMENT prepared by Henry P. Najdeski, Attorney at Law, Barrett & McNagny, 215 East Berry Street, Fort Wayne, Indiana 46802.

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. Henry P. Najdeski.

After recorded, mail to: Henry P. Najdeski, Esq., Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.
1332588.1

EXHIBIT A

Lot Number 29 in Covington Reserve, Section 1, according to the plat thereof, recorded in Plat Cabinet C, page 98 and Document Number 96-22701 in the Office of the Recorder of Allen County, Indiana.

Property Address: 9504 Wawasee Cove, Fort Wayne, IN 46804

Parcel No. 02-11-15-228-019.000-075