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 RECORDER
 JOHN D. MCGAULEY
 ALLEN COUNTY, IN
 Receipt No. 687
 DCFD 3.00
 IDSP 2.00
 MISL 164.00
 MISL 1.00
 MISL 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 #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 #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 as signs.

Handing Rahm
Po Box 8398
46848-8398

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

Page 1 of 17

JAN 05 2007

Richard A. Glasser 22782
 AUDITOR OF ALLEN COUNTY

170 Hank

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

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

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.

She M. O'R

(name printed; stamped or signed w/print)