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Allen County Indiana
Recorder Nicole Keesling

THIRD AMENDMENT TO THE DEDICATION, PROTECTIVE
RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS FOR
COVINGTON CHASE, SECTION I AND
SECOND AMENDMENT TO THE DEDICATION, PROTECTIVE
RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS FOR
COVINGTON CHASE, SECTION II,
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, Peg Maginn, the duly elected and authorized President of Covington Chase Homeowners Association, Inc., an Indiana non-profit corporation (the "Association"), certifies that in accordance with the applicable provisions of Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements (hereinafter collectively referred to as, the "Restrictive Covenants"), that at least Sixty-Seven percent (67%) of the record Lot Owners of fee simple title to the Lots have consented to and hereby amend the Restrictive Covenants of the following Covington Chase Sections:

Covington Chase, Section I, including lots 1 to 28, originally recorded in the Allen County Recorder's Office on November 28, 1990, in Plat Cabinet B, page 47, as document number 90-047400; and as amended on June 9, 1995, document 95-024369 [FIRST AMENDMENT]; and amended on October 29, 2019, document 2019055464 [SECOND AMENDMENT]; and

Covington Chase, Section II, including lots 29 to 45, recorded in the Allen County Recorder's Office on November 20, 1996, in Plat Cabinet C, page 138, as document number 960064751; and as amended on October 29, 2019, document 2019055464 in Plat Cabinet B, page 47 [FIRST AMENDMENT];

in the following particulars:

BY AMENDING ARTICLE I: <u>DEFINITIONS</u>, <u>SECTION 4</u>. "COMMON EXPENSES" TO ADD THE FOLLOWING LANGUAGE:

"Common Expenses" may also include an appropriate amount of funds, as determined by the Association Board of Directors, to be held in a Reserve Fund and maintained for the purpose of defraying future common expenses.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
Dec 10 2025 NB
JACQUELYNN SCHEUMAN

ALLEN COUNTY AUDITOR

BY DELETING ARTICLE II, <u>MAINTENANCE OBLIGATIONS</u>, <u>SECTION 1. BY THE ASSOCIATION</u>, SUBSECTION B. <u>MAINTENANCE OF THE COMMON AREAS</u> AND REPLACING IT WITH THE FOLLOWING:

B. Maintenance of the Common Areas. It shall be the obligation of the Association to make provision for the operation, maintenance, repair and replacement, if necessary, of the Common Areas, including but not limited to: (1) the payment of taxes and insurance in connection therewith, (2) the care and maintenance of the grass, shrubs, trees, flowers or other plantings thereon, (3) the ongoing replacement of any trees lost from the Common Areas on a 1:1 basis, together with regular control of invasive species as needed, (4) the maintenance, repair, and replacement of any improvements thereon, and (5) the payment of costs of labor and equipment and materials required in the management, supervision, maintenance and repair thereof.

BY AMENDING ARTICLE IV, <u>COVINGTON CHASE HOMEOWNERS</u> <u>ASSOCIATION, INC., SECTION 4. ASSESSMENTS</u>, SUBSECTION G. <u>FAILURE</u> <u>OF OWNER TO PAY ASSESSMENTS</u> TO ADD THE FOLLOWING LANGUAGE:

If any Owner fails, refuses or neglects to make any payment of any assessment when due, a late fee equal to 10% of the quarterly amount due shall be applied to the assessment.

BY AMENDING ARTICLE VI: <u>GENERAL PROVISIONS</u>, <u>SECTION 1.,</u> TO ADD <u>SECTION 1.1</u> TO READ AS FOLLOWS:

Section 1.1. For the purpose of maintaining the congenial and residential character of the Association and for the protection of the Owners with regard to financially responsible residents, lease of a Dwelling Unit or Lot by the Owner(s), shall be prohibited. Each Dwelling Unit on any Lot shall be occupied as a single-family residence by an Owner and/or their immediate family (i.e. parents, children, sister, brother, domestic partner, ward, legal guardians and/or grandchildren) and/or a settlor of any Dwelling Unit and/or Lot held in trust and/or their immediate family. Lease shall include any agreement, oral or written, with or without an option to buy, whereby a tenant is placed in possession, use or control of a Dwelling Unit and/or Lot or any part of a Dwelling Unit and/or Lot, for any period of time, regardless of whether rent or other forms of consideration are paid

by the tenant to the Owner. For purpose of avoiding any doubt, this provision is intended to prohibit both residential leases and short-term rentals, such as VRBO, Airbnb, bed and breakfast, timeshare and the like. Notwithstanding the foregoing, any Dwelling Unit located upon a Lot under lease at the time of the recording of this Amendment shall be permitted to continue until the sale, assignment or transfer of the Lot. The third-party transferee shall then be prohibited from leasing any portion of the Lot. Additionally, no Lot shall be sold on contract as a "Disguised Lease Land Contract" which shall mean a land contract where the Owner has not received at least twenty-five percent (25%) of the contract price at the time the contract is entered into with the buyer or is not recorded within one hundred eighty (180) days after the date that the land contract was entered into. Without limiting or waiving the foregoing provisions, each Owner of a Lot shall be entitled to apply to the Board of Directors for one (1) hardship waiver to allow for the rental of their Lot due to divorce, illness or job relocation, for a period of time not to exceed one (1) year.

BY DELETING SECTION 9 OF ARTICLE VI, <u>GENERAL PROVISIONS</u>, IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

<u>Section 9.</u> No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale, is allowed on the Lot for sale during the sales period. Signs are prohibited elsewhere in the Subdivision.

BY DELETING SECTION 10 OF ARTICLE VI, GENERAL PROVISIONS, IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

Section 10. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any Dwelling Unit and no sign, awning, canopy, shutter, solar panels, flag pole, radio or television antenna, satellite receiver, or other attachment or thing shall be affied to or placed upon the exterior walls or roof or any other part of any building without prior consent of the Architectural Control Committee. In addition to the requirement of the prior consent of the Architectural Control Committee, no free standing or detached radio or television antenna, satellite receiver ("dish"), or similar structure shall be permitted on any Lot unless the following requirements are met: (i) the structure must be no more than two (2) feet from the house; (ii) the maximum size of the structure is 31" in height and width; and (iii) the structure must be concealed as well as possible and not visible from a direct view of the front of the Dwelling Unit. The Owner is responsible for the removal of any unused structures. In no

event shall free-standing flag poles be erected on any Lot. Only those free-standing poles currently in existence, namely on Lot 3, shall be permitted to remain but shall not be replaced.

BY DELETING SECTION 21 OF ARTICLE VI, <u>GENERAL PROVISIONS</u>, IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

<u>Section 21</u>. All visible fencing is prohibited. Any underground fencing must be approved by the Architectural Control Committee. Only the visible fences currently in existence, namely on Lot 4 and Lot 9, shall be permitted to remain but shall not be replaced.

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to the Dedication, Protective Restrictions, Covenants, Limitations and Easements For Covington Chase, Sections I and II, as her voluntary act and deed on the date written below.

below.	The same and the same will be same and the same will be same and the same will be same and the s
	Covington Chase Homeowners Association, Inc. Peg Maginn, President Its duly authorized agent
STATE OF INDIANA)
COUNTY OF ALLEN) SS:)
<u>December</u> , 2025,	Public in and for said State and County, on the 5 th day of personally appeared Peg Maginn, the duly elected President omeowners Association, Inc., and acknowledged the execution.
In witness whereof, seal.	I have hereunto subscribed my name and affixed my official
Jordan Redding stary Public Seal State of Indiana Allen County Commission Number NP0740516 y Commission Expires 4/13/2030	(Signature of Notary Public) Ordan Redding (Printed Name of Notary Public)
My commission expires: Resident of Allen County	04/13/2030

This instrument prepared by: Michael D. Hawk, #22386-02, Hawk Haynie Kammeyer & Smith, LLP, 116 E. Berry Street, Suite 302, Fort Wayne, IN 46802. Return to: mdhawk@hawkhaynie.com.

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. Michael D Hawk, Esq.

Written Consent Form Summary Covington Chase Homeowners Association (45 lots) 67% required for passage

32 signed consent forms attached = 71% SEE EXHIBIT "A" ATTACHED

10 lot owners declined to sign

3 lot owners could not be reached. All are rental owners. Lot #5 owner was out of state and declined electronic participation. Lot #33 owner did not reply to repeated requests. Lot #35 – no contact information available

EXHIBIT A

WRITTEN CONSENT

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 1/22/2025	Signature Satalizio Printed Name
	Signature
	Printed Name

Dated: ///or 24, 2025	Clenen Aluxu thumpson Embry Signature
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

Covington Chase Homeowners Athe Dedication, Protective Restriction	er and fee simple Lot Owner in Sections I and II of the Association, Inc., pursuant to Article VI, Section 34 of ctions, Covenants, Limitations and Easements hereby
A.	mendments as his/her/their free and voluntary act and
deed on the date written below.	MANAMA
Dated: 11-26-25	MANA 1000
•	Signature

Signature

Printed Name

Signature

Printed Name

Dated: $1/-2/-25$	Signature
	DAWIEL F. THORN Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

Dated: 11-21-25	Signature Maureen K. Kellehe Printed Name
	Signature
	Printed Name
	Owner(s) Lot No

Dated: 11-21-25	Robert Sluyter Robert Sluyter Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

Dated: 11/2//25	Keyh M. Byev Signature
·	KeithMByer
	Printed Name
	Wour a. Byen
	Signature
	Doris A. Byer
	Printed Name
	Owner(s) Lot No. \(\subseteq \subseteq \)

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Dated: 17/1/25	
	Signature
	MARKA GOEVEY
	Printed Name
	allow L Loewer
	Signature
	DEBORAH L. GOEWE)
	Printed Name

Dated: <u>Nov 22, 2025</u>	Nancy B Vacanti Signature
	Mancy B. Vacant
	Signature
	Printed Name
	Owner(s) Let No. 15

Dated: 11-33-25	Signature Sum
	Dack Brenn Ja Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 13

Dated: 11-25-25	Jori E. Cummah
	Signature
	Lori E. Cummick
	Printed Name
	Signatura
	Signature
	Printed Name
	Owner(s) Lot No. 14

Dated: 11-21-2025	Signature Signature Murphy Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 15

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Mary Wathers
Signature

Mary yn Wat King
Printed Name

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 1-21-25

Śignature

Printed Name

Signature

Printed Name

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11/25/25 Signature

David R. McKinnis

Printed Name

Christina S. McKinnis

Dated:_	11/19/25	Signature May Magnn Printed-Name May Magnn Printed-Name
		Signature
		Printed Name
		Owner(s) Lot No.

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11 26 2025

Signature

Printed Name

Signature

Printed Name

Owner(s) Lot No.

out of town BP Ptnd

Dated: $\frac{12/3}{2025}$	Dun L. M. Blone Signature
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11 - 23 25	Signature W. Cople.
	JAMES W. COPLEN Printed Name
	Lesa L. Coplen Signature
	Lesa L. Coplen
	Printed Name

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

James A Saddington
Signature

JAMES A, SADDINGTON
Printed Name

Dated: 1 23 / 25	gel M adamson
,	Signature
	Jill M Adamson
	Printed Name
	Signature
	Printed Name
	Owner(s) Lot No.

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11/23/25

Signature

Printed Name

Signature

Printed Name

Owner(s) Lot No. <u>\$5</u>

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11/23/2025 Ruchy L. Capps
Signature

Ricky L. Capps
Printed Name

Signature

Sharlyn J. Capps Printed Name

Dated: 11/23/25	Signature Jody D. Perry Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 27

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11/25/2025

Signature

Printed Name

Signature

Printed Name

Dated: /// #0/2025	yvource So Johnson
/ /	Signature
	Yvonne S. Johnson
	Printed Name
	A control of the cont
	Signature
	Printed Name '
	9n Q1
	Owner(s) Lot No.

Dated: 11/19/25	Signature Amy M. Lambert, Pers Printed Name	ond 1 presentative
		• 3
	Signature	
	Printed Name	
	Owner(s) Lot No. 3	

Dated: 11-28-25	Michael S. Beern Signature
	Michael S. Beery Printed Name
	Signature
	Printed Name
	Owner(s) Lot No. 3

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 1/29/2025

Signature

Printed Name

Signature

Printed Name

Dated: 11-27-25	Signature
	FRENERICK P. HOHICK
	Printed Name
	Kay a Wohler
	Signature /
	KAY A KOGER
	Printed Name

The undersigned titleholder and fee simple Lot Owner in Sections I and II of the Covington Chase Homeowners Association, Inc., pursuant to Article VI, Section 34 of the Dedication, Protective Restrictions, Covenants, Limitations and Easements hereby provides written consent to the Amendments as his/her/their free and voluntary act and deed on the date written below.

Dated: 11.20.25

Signature

Printed Name

Signature

Printed Name

Dated: ///21/2025	Signature
	MARTIN J SATALINO JK
	Printed Name
	•
	Signature
	Printed Name
	Owner(s) Lot No. 42