

## **Covington Chase Homeowners Association Bylaws**

### **ARTICLE: I**

#### **NAME**

This organization shall be known as COVINGTON CHASE HOMEOWNERS ASSOCIATION ("ASSOCIATION" for short), a non-profit organization organized and existing under the laws of the State of Indiana.

### **ARTICLE: II**

#### **OBJECTIVES - MAINTANCE OBLIGATIONS**

Objectives of this Association shall be:

**SECTION 1:** To implement through joint efforts of all owners located within Covington Chase Subdivision, Allen County, Indiana, an exemplary community which will combine change with tradition and beauty with functional advancement while preserving the natural serenity of the Indiana County in which it is situated.

**SECTION 2:** To achieve a high quality of life for those residing in Covington Chase Subdivision through joint effort.

**SECTION 3:** To preserve property values and to be flexible enough to meet specific needs, including the need to raise funds.

**SECTION 4:** To foster and maintain cooperative efforts with neighboring homeowner associations.

**SECTION 5:** To foster effective measures to improve common services, including fire protection, garbage collection and the improvement of the furnishing of water, gas, telephone, electricity service and police protection.

A. Snow Removal/Lawn Care

B. Maintenance of the Common Areas.

C. Maintenance of the Storm Water Drainage System.

By the Owners. Each owner shall at his own expense, be responsible for, and shall promptly perform as the need therefore arises, all maintenance, repairs and decoration of his dwelling unit. If any owner shall fail to properly maintain any of the foregoing to the satisfaction of the Association, then the costs thereof as an assessment against the Lot upon which said labor and material are furnished; and said assessment shall be a lien upon the Lot as provided herein.

### **ARTICLE III:**

#### **PROPERTY RIGHTS**

Section 1: Owners Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area in each section of COVINGTON CHASE, said Common Areas to be used for such community purposes as the Association shall properly determine.

**Section 2:** Delegation of Use: Any owner may delegate, in accordance with the Bylaws, his right to enjoyment to the Common Areas and facilities to the members of family, tenants, guests or invitees who reside on the property.

**Section 3:** The Association shall be responsible for the maintenance of said Common Areas.

#### **ARTICLE IV:**

##### **COVINGTON CHASE HOMEOWNERS ASSOCIATION, INC.**

**Section 1: Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 2: Voting Rights:** Only those homeowners whose dues are paid for the current fiscal year are eligible to vote. Only one vote per individual dwelling is allowed. If a homeowner is unable to attend a meeting requiring a vote, he or she may submit a standard proxy per the Indiana Code 32-25.5 Homeowners Association obtained from the Secretary of the CCHA Board of Directors.

A member may state in a proxy that the proxy is limited in its use to specific matters described in the proxy, and/or may limit the length of time for which the proxy is valid. If the proxy states that it expires on a stated date, that date may not be more than 180 days after the date on which the proxy is given. To be accepted, the proxy must be received by the CCHA Board at least 24 hours (one day) before the meeting for which it applies, regardless of the means of delivery. A proxy, or a copy of the proxy, that is exercised for any purpose at a meeting must be kept with the records of the meeting.

**Section 3: 4: Functions-Assessments:** All members shall abide by the CCHA Restrictive Covenants. Refer to your copy of Covenant Restrictions given at closing. They are also available in person or online at the Allen County Recorder Office ([http:// www.allencountyrecorder.us](http://www.allencountyrecorder.us)). They currently include: **Covington Chase, Section 1 (lots 1-28):** November 28, 1990, in Plat Cabinet B, page 47, as document #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 amended on December 10, 2025, document #2025055910 [THIRD AMENDMENT] and **Covington Chase, Section 2 (lots 29-45):** November 20, 1996, in Plat Cabinet C, page 138, as document #960064761; and as amended on October 28, 2019, document #2019055464 in Plat B, page 47 [FIRST AMENDMENT]; and as amended on December 10, 2025 , as document #2025055910 [SECOND AMENDMENT].

**Nomination and Election:** The Board of Directors shall be the Nominating Committee.

\* The Board Members shall be elected at the Annual Meeting of the Association by the majority of the voting members.

- \* The term of the office will be three years.
- \* Vacancies of any office shall be filled by appointment by the remaining Board Members, and the appointee will hold office for the remainder of the unexpired term.
- \* Only one member of a household may serve as an officer for any given term.

**Officers of the Association:** The Officers of the Association shall be elected annually by the Board of Directors at the first Board Meeting following the Annual Meeting. Officers will be eligible for reelection

**Duties of Officers of the Association:** The Officers shall perform the duties prescribed in this article and such others as the Act of Incorporation, the Bylaws of the Association or the parliamentary authority adopted by the Association.

**President:** The President shall be the chief executive officer and the official spokesperson of the Association and shall have general supervision of the affairs.

- \* Shall preside at all meetings of the Board of Directors and at all meetings of the Association.
- \* Shall have the power to appoint committees to investigate any matters of common interest to members of the Association and will be ex-officio member of all such committees.
- \* Shall see that orders and resolutions of the Board of Directors are carried out.
- \* In the absence or inability of the President to perform the duties, the Secretary will assume duties.

**Secretary:**

- \* The Secretary shall record the votes and keep the minutes for the proceedings of the Board of Directors.
  - \* Shall keep records of the Association.
  - \* Shall record in a book kept for that purpose the names of members of the Association together with their addresses as registered by such member.
  - \* Shall notify officers and committee chairmen of votes, orders, and proceedings affecting or pertaining to their duties.
  - \* In the absence of the President, the Secretary shall call the meeting to order and shall preside.
- The Secretary shall attend to such correspondence as the Board or the Association may direct and shall distribute pamphlets, notices, and/or circulars as the Board or Association may direct.

**Treasurer:**

- \* The Treasurer/Bookkeeper shall have charge of the receipt of funds of the Association;
  - \* Shall deposit in appropriate bank accounts to the credit of the Association all monies of the Association;
  - \* Shall disburse such funds as directed by resolution of the board. \*
- Shall keep proper books of account.
- \* Previous to the Annual Meeting of the Association, The Treasurer/ Bookkeeper shall be audited by an Accounting Firm and a written statement given on the status of the books.

\* In the case of prolonged absence, illness, or death of the Treasurer, disbursements at the direction of the Board shall be made by the President.

**Fees and Dues:** The fiscal year of the Association shall be the calendar year of January 1 to December 31. The annual budget shall cover the fiscal year and shall be prepared based on dues payable for the coming fiscal year. Assessment Dues are to be paid Quarterly. Quarterly Dues are due: January 1, April 1, July 1 and October 1. The Neighborhood has approved a late fee of 10% of the quarterly payment if payment is received after the 15<sup>th</sup> and every month due.

**Delegation of Duties:** The board may delegate its power, authority, and duties to a management company ("Manager") as outlined in a separate management agreement, but the Board must retain ultimate oversight and responsibility for decision-making. The Manager will act on behalf of and as an agent for the Association. Manager duties may include financial management, maintenance supervision, rule enforcement, and owner communication, as detailed in a separate management agreement approved by the Board. The management company has no authority to alter the governing documents unilaterally; all changes must follow the standard amendment process.

**Parliamentary Authority:** The rules contained in Robert's Rules of Order Revised shall govern this Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

**Amendments:** These Bylaws may be amended at any special meeting of the Board of Directors called for that purpose or at the regular meetings of the Association. Notice of change shall be made available to the members one week in advance of the meeting. An amendment shall become effective upon adjournment of the meeting at which it is adopted.

#### **ARTICLE V:**

##### **ARCHITECTURAL CONTROL**

**The Board of Directors/Architectural Review Committee:** All improvements shall be constructed in accordance with the plans and specification submitted to and approved in writing by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at owners expense.

#### **ARTICLE VI:**

##### **GENERAL PROVISIONS**

**Section 1:** No Lot shall be used except for residential purposes. The Association or owner shall have the right to enforce, by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of our CCHA Covenants and restrictions. Failure by the owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.