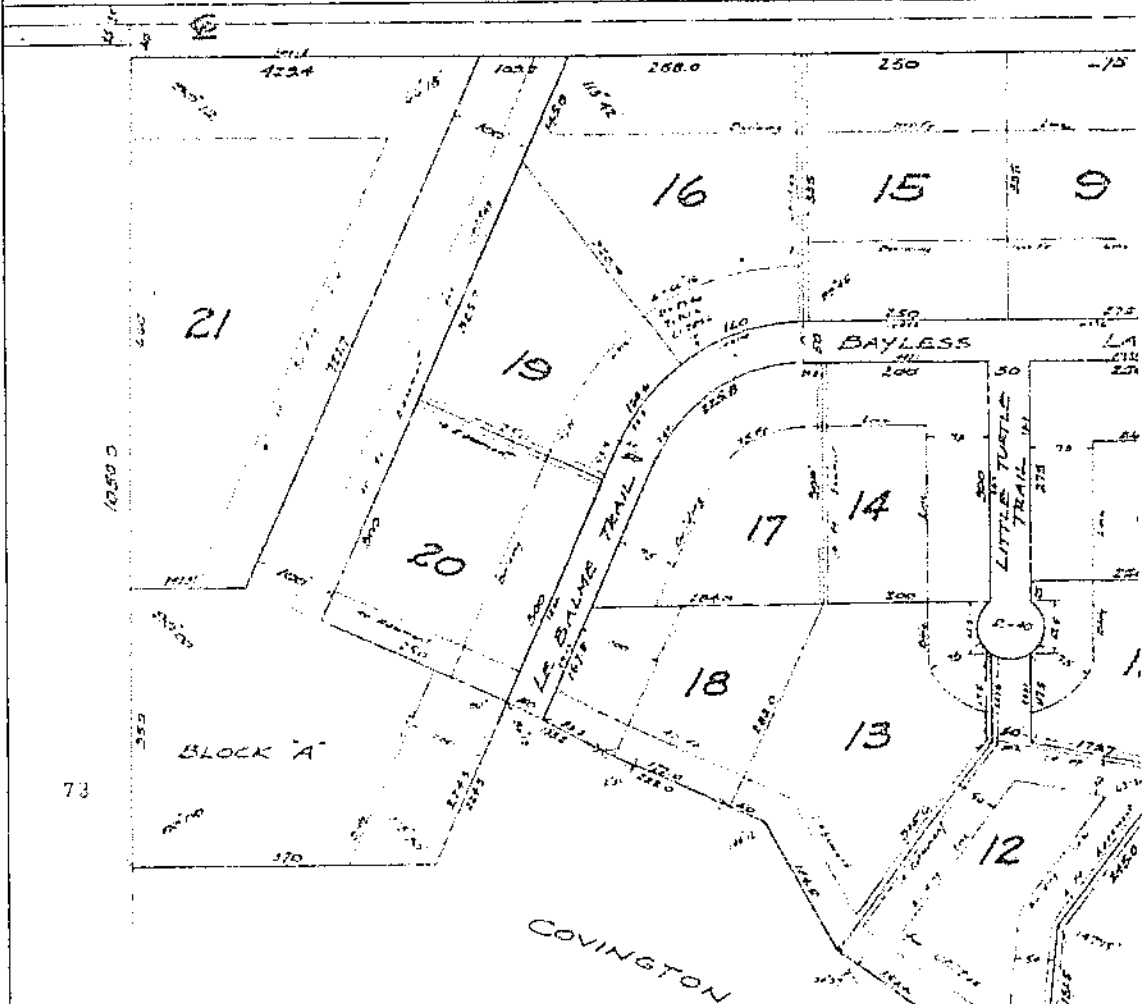


COVINGTON

1976.6'



Approved  
*[Signature]*  
 Secretary of the Board of Commissioners  
 Allen County



Approved  
*[Signature]*  
 Board of Public Works  
 City of Covington



Approved  
*[Signature]*  
 Clerk of the Board  
 City of Covington  
 Allen County

PREPARED FOR TAXES  
 2023 JAN 23 2023  
*[Signature]*  
 CLERK OF ALLEN COUNTY



Graphic Scale 1" = 50'

All lines shown on this plat are the property of the State of Missouri  
 and shall be recorded as such unless otherwise shown. Each lot  
 shall be subject to the right of the State of Missouri.

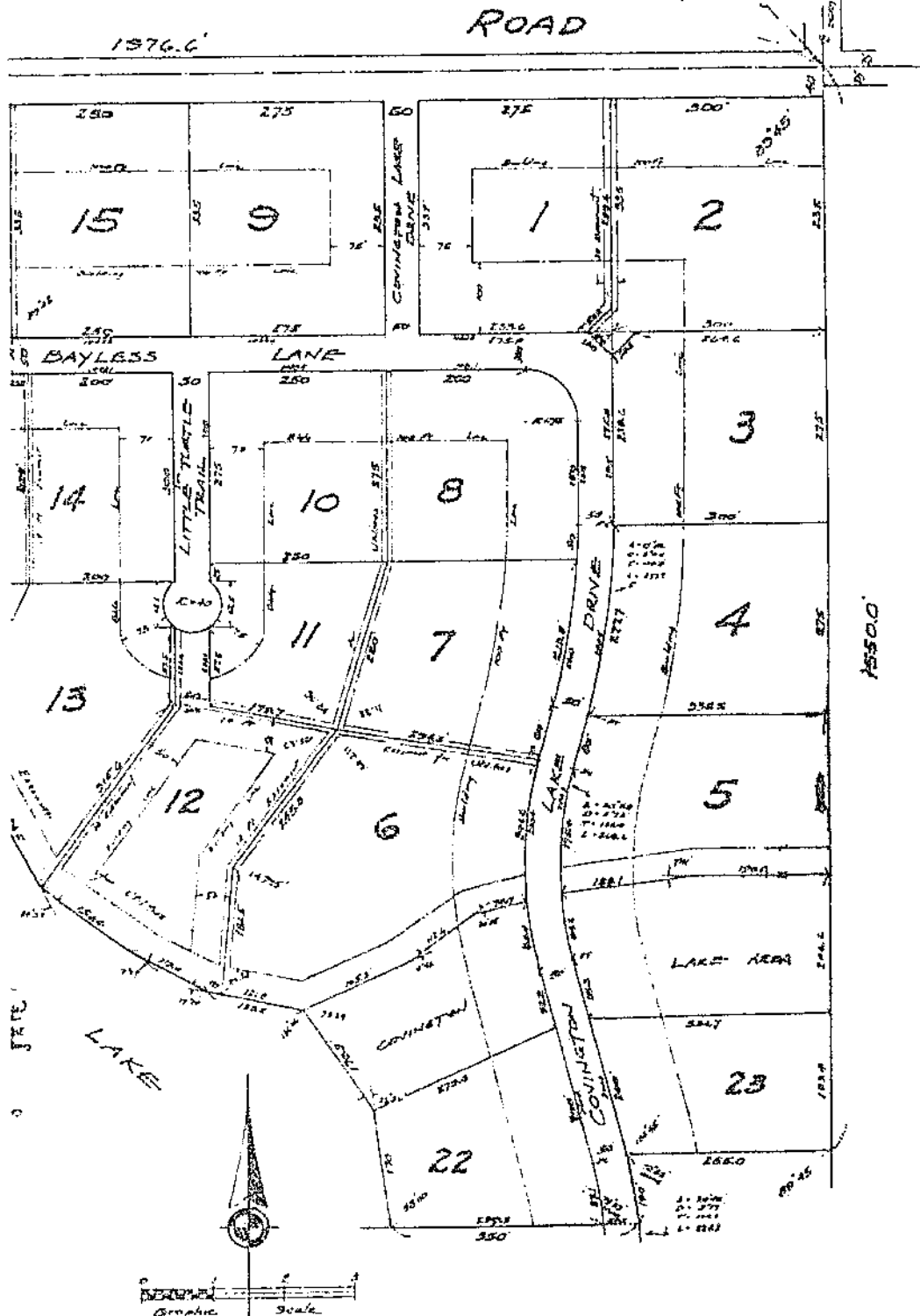


N LAKE LOTS/PLATS  
Lots 1 to 23

Subscribed  
and sworn to  
before me on  
the 27th day of May 1904

Book 27 Page 62-71

NW Corner  
Section 15-30-11



73

**CERTIFICATE OF SURVEY**

I, Carl A. Hoyer, Civil Engineer & Land Surveyor, Registered No. 1123, in  
Iowa, hereby certify the plat above shown, and as correctly the form and  
dimensions of lots shown and described, and that the plat has duly within  
the law hereafter recorded.

*Carl A. Hoyer*  
27 May 1904



Plat of  
COVINGTON LAKE ESTATES, Section "A"  
Aboite Township, Allen County, Indiana

Lots 1 - 23

We, the undersigned, Covington Lake Estates, Inc., by Roy L. McNett, its President, declare we are the owners of

PART of the East 119.96 acres of the Northwest Quarter of Section 15, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows, to-wit:

Commencing at the North Quarter corner of said Section; thence running South on the East line of said Quarter Section, a distance of 1500.0 feet; thence Westward by a deflection right of 89 degrees 45 minutes, a distance of 285 feet; thence Southeastward along the subtending chord of the arc of a 9 degree 17 minute curve right, by a deflection left of 100 degrees 07 minutes, a distance of 100.0 feet; thence Westward by a deflection right of 100 degrees 07 minutes, a distance of 350 feet; to a point on the bank of Covington Lake as proposed to be created by an impounding dam across the channel of the natural water course, known as the Bates ditch; thence along said Lake bank by successive courses and distances, as follows;

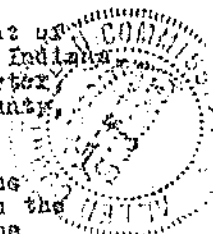
Northward by a deflection right of 88 degrees 00 minutes, a distance of 170.0 feet; thence Northwestward across the said ditch channel by a deflection left of 28 degrees 36 minutes, a distance of 170.9 feet; thence Northwestward by a deflection left of 43 degrees 54 minutes, a distance of 138.8 feet; thence Northwestward by a deflection right of 17 degrees 10 minutes, a distance of 119.0 feet; thence Northwestward by a deflection right of 7 degrees 27 minutes, a distance of 154.4 feet; thence Northwestward by a deflection right of 24 degrees 37 minutes, a distance of 184.5 feet; thence Northwestward by a deflection left of 35 degrees 48 minutes, a distance of 222 feet; thence Northwestward by a deflection right of 2 degrees 31 minutes, a distance of 133.2 feet to the Northwesterly border of the crest of the proposed impounding dam earth embankment as by a paved Roadway surmounted; thence Southwestward along the said earth embankment crest and Roadway, by a deflection left of 93 degrees 47 minutes, a distance of 224.3 feet; thence West by a deflection right of 86 degrees 30 minutes, a distance of 370 feet to the West line of the Tract initially mentioned; thence North on the aforesaid line by a deflection right of 90 degrees, a distance of 1050 feet to the North line of said Quarter Section, as defining the centerline of the public road known as the Covington Road; thence East on the line aforesaid, a distance of 1976.6 feet to the place of beginning; containing 57.40 acres of land, EXCEPT that Parcel of land designated Lot (6) and hereafter described.

And do hereby cause said Tract to be incorporated in the Plat of COVINGTON LAKE ESTATES, Section "A", Lots 1 to 5, and Lots 7 to 23, consecutive and inclusive, Block "A", and Covington Lake Area

We, the undersigned, Eva W. Jorgensen and Winifred M. Jorgensen, husband and wife, declare we are the owners of the Parcel of land designated Lot (6) and hereafter described as follows to-wit:

A Parcel of land, designated Lot (6), in the proposed Plat of COVINGTON LAKE ESTATES in Aboite Township, Allen County, Indiana, being PART of the East 119.96 acres of the Northwest Quarter of Section 15, Township 30 North, Range 11 East in Allen County, Indiana, in particular described as follows to-wit:

To arrive at the place of beginning, commence at the North Quarter corner of said Section; thence run West on the North line of said Quarter Section, as coincident with the centerline of the public road known as the Covington Road, situated, a distance of 500 feet; thence along the centerline of a street as in the Plat of COVINGTON LAKE ESTATES proposed, to be designated Covington Gateway, southward by a



Covington Lake Estates,  
Section "A",  
SHEET No. 2

deflection left of 89 degrees 45 minutes, a distance of 400 feet; thence East by a deflection left of 90 degrees 15 minutes, a distance of 275 feet along the centerline of said proposed street to be designated as North Covington Lake Drive; thence South by a deflection right of 90 degrees 15 minutes, a distance of 250 feet along the centerline of a street to be designated in said Plat as East Covington Lake Drive, to a point of curve; thence continuing Southward along the aforesaid street centerline on the arc of a 5 degree 33.25 minute curve right, a distance of 270.75 feet to a point of tangency; thence continuing Southward along said street centerline tangent, a distance of 80 feet to the place of beginning at the Northeast corner of the SUBJECT PARCEL, initially mentioned; thence Northwestward by a deflection right of 90 degrees, a distance of 25 feet to the West right-of-way line of said Street; thence continuing Northwestward by a deflection left of 6 degrees 42 minutes along the Northeasterly line of said proposed Lot (6), a distance of 294.3 feet to the North corner of said Lot (6) Parcel; thence Southwestward by a deflection left of 62 degrees 11 minutes, a distance of 245 feet along the Northwesterly line of said Parcel to a point of deflection; thence Southwestward by a deflection left of 32 degrees 45 minutes, a distance of 181.5 feet to a point on the North shore of the proposed Covington Lake; thence Southeasterly by a deflection left of 83 degrees 02 minutes, a distance of 121.3 feet, along said shore line; thence continuing Northeastward by a deflection left of 35 degrees 38 minutes, a distance of 165.3 feet along said shore line; thence continuing Northeastward by a deflection left of 11 degrees 43 minutes, a distance of 112.5 feet along the said shore line; thence Northeastward by a deflection right of 20 degrees 55 minutes, a distance of 100 feet, more or less, along the said shore line to the centerline of the aforesaid Street designated East Covington Lake Drive at a point situated 189.8 feet Southwestward as along the chord of an arc of a 10 degree 55.2 minutes circular curve right measured Southward of the place of beginning of the SUBJECT PARCEL (Lot 6); thence North on a 10 degree 55.2 minute curve right, a distance of 189.8 feet, more or less, to the place of beginning; containing 3.11 acres of land, more or less.

73  
And do hereby cause said Parcel to be incorporated in the Plat of COVINGTON LAKE ESTATES, Section "A", and designated Lot (6).

We, the several owners, hereinafore named, do hereby join in the platting of the land parcels hereinbefore described as lots, streets, Block "A" and lake area, subject to certain easements and restriction as hereinafter set forth to be known as

COVINGTON LAKE ESTATES, Section "A"  
Aboite Township, Allen County, Indiana



IN WITNESS WHEREOF, we place our hands and seal this 27th day of May, 1964.

*Ove W. Jorgensen*  
Ove W. Jorgensen

DULY ENTERED FOR TAXATION

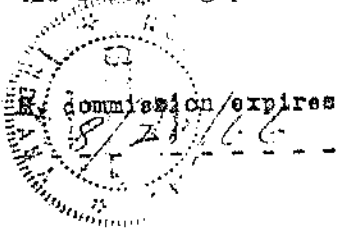
*Winifred M. Jorgensen*  
Winifred M. Jorgensen

2527 JUN 23 1964

STATE OF INDIANA ) SS:  
ALLEN COUNTY (

*Wallace Summers*  
AUDITOR OF ALLEN COUNTY

Before me a Notary Public, in and for said County and State appeared in person this 27th day of May, 1964, the aforementioned Ove W. Jorgensen and Winifred M. Jorgensen, husband and wife, and acknowledged the foregoing platting and covenants to be their voluntary act and deed.



*Wallace Summers*  
Notary Public

73 IN WITNESS WHEREOF, COVINGTON LAKE ESTATES, INC., an Indiana Corporation, has caused its corporate name to be hereunto subscribed by its president and its corporate seal hereunto affixed and attested by its secretary.

*John E. Hoffman*  
(John E. Hoffman), Secretary

COVINGTON LAKE ESTATES, Inc.  
By *Roy L. McNett*  
Roy L. McNett, President

STATE OF INDIANA ) SS  
ALLEN COUNTY (

Before me, a notary public in and for said County and State, personally appeared this 27th day of May, 1964, Roy L. McNett and John E. Hoffman, known to be respectively, President and Secretary, of the Covington Lake Estates, Inc., an Indiana Corporation, and each acknowledged his execution of the foregoing instrument to be his free and voluntary act and deed as such officer and the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, duly made pursuant to authority granted them by the Board of Directors thereof, and the said president and secretary, being first duly sworn upon his oath, says that corporate seal affixed to said instrument is the genuine corporate seal of said corporation and that he affixed the same thereto pursuant to authority granted him by the Board of Directors thereof.

WITNESS my hand and Notarial Seal

*Patricia Gremaux*  
Notary Public (Patricia Gremaux)

My commission expires  
January 11, 1966



This plat prepared by CARL A. HOFER, Surveyor



PROTECTIVE RESTRICTIONS,  
COVENANTS AND EASEMENTS  
OF COVINGTON LAKE ESTATES,  
SECTION "A", IN ABOITE TOWN-  
SHIP, ALLEN COUNTY, INDIANA.

All the lots in said addition shall be subject to and impressed with the restrictions, covenants and easements hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said addition; and they shall run with the land and shall inure to the benefit of and be enforceable by said owners by action for injunctive relief against any violation or attempted violation of the provisions hereof and/or for damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

1. EASEMENTS AND UTILITY SERVICES.

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The land platted as Covington Lake Estates, and all lots in said Addition, shall be subject to general utility easements as indicated on the plat thereof. Said easements shall be for the following purposes and subject to the following limitations:

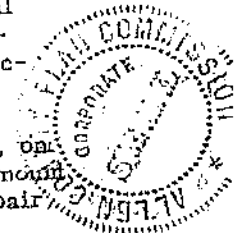
(a) Except for pole lines for telephone and electric light and power services in the easements over the rear of the lots 1, 2, 9, 15, 16 and 21, all utility services shall be located underground.

(b) Said easements shall be for general utility services, including storm water, sanitary sewage, water, gas, electric light, telephone, and other utility services.

(c) All utility easements, as dedicated on the face of the plat, shall be kept free of all permanent structures and the removal of any obstruction by any utility company shall in no way obligate the utility company for damages or to restore the obstruction to its original form.

(d) Any structures, shrubbery, trees, or other installations, on any utility easement for sewers, shall be subject to the paramount right of the utility or sewage treatment works, to install, repair, maintain or replace its utility and sewer installation.

(e) No sanitary sewage shall, at any time, be discharged or permitted to flow into any open drain, natural water course, or storm water system. No storm water shall be discharged or permitted to flow into any sanitary sewage system.



2. BUILDING LINES.

(a) No building shall be located upon the space between the front building lines shown on the plat and the exterior lot lines of any lot, or closer than 50 feet to each side yard lot lines, except for Lot 22, which shall be 40 feet, or closer than 75 feet to the rear yard lot line. No residential building shall be located closer than 75 feet to any lot line bordering a lake area, except for Lots 5, 22 and 23, which shall be no closer than 40 feet.

3. APPROVAL OF IMPROVEMENTS.

(a) No building shall be erected, placed or altered on the lots in said Addition unless the plot plan and the proposed finished grades have been determined for the location of said improvements and the design and plans shall be first approved by the Secretary of Covington Lake Estates Association acting for and on behalf of an association of property owners, as hereinafter provided for. In the event said association fails to approve or disapprove said plot plan, design and plans within twenty-one (21) days after submission, or in the event said improvements have been under construction for thirty (30) days and no suit has been filed to enjoin the construction thereof, approval will be deemed fully complied with.

4. GENERAL RESTRICTIONS.

73

(a) Each lot shall be used and occupied solely for and by a single family residence, together with necessary appurtenances, including a garden or garden house. No stable or building for the quartering of dogs or other animals shall be permitted on the premises.

(b) No temporary structure, trailer, rubbish or trash or other obnoxious materials shall ever be moved onto or permitted on any lot.

(c) Any garage or car port must be attached to the residence and must be at least two-car in size.

(d) Any incinerator, for the burning of domestic refuse, must be located on the inside of the residence or the garage.

(e) All driveways must be dust proofed and either of macadam, cement or other similar construction.

(f) All utility services connecting from the main service lines or utility easements to the residence must be underground.

(g) Until such time as a municipal, community, utility or a combined sanitary sewage disposal system is available, all sewage from each lot will be disposed of using a septic tank and absorption field, or other approved treatment system, in accordance with the applicable standards of the city, county, and/or State Board of Health having jurisdiction thereof, and the operation of such a system shall be maintained at all times. When a public or quasi-public utility sanitary sewage system is available to the lots in the Addition, all sanitary sewage shall be disposed of therein.

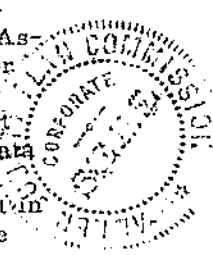
5. IMPROVEMENT LOCATION PERMIT.

(a) Before any lot may be used and occupied, such user or occupier shall first obtain from the applicable Building Commissioner or authority having jurisdiction, an improvement location and/or use permit, if and as required by the applicable zoning ordinance or authority. This covenant shall be enforceable by the applicable authority and/or any lot owner.

6. COVINGTON LAKE ASSOCIATION.

73

(a) The owners of the lots in said Addition shall be deemed to be and constitute an Association, with the name Covington Lake Estates Association. The owners of each lot in said Addition shall automatically be members of said Association and entitled to one joint vote for each lot or tract owned by them. Meetings of this Association may be called by any member of the Association, or by the President or Secretary thereof, by written notice mailed or delivered 5 days prior to the date of such meeting, but notice of any such meeting may be waived either in writing or by waiver endorsed on the minutes of the meeting. The Association may adopt by-laws to govern the organization, meetings, election and tenure of officers and other matters. The Association shall elect a President and a Secretary-Treasurer and such other officers as it may choose and fix and determine their respective duties and authority. This Association shall have the duty and authority to take such steps as may be necessary or desirable from time to time to keep the streets, public drives, Lake area, dams and culverts, and any areas in the Addition that may be conveyed to the Association or be subject to its control, and including sewers, lights, lighting system and other matters affecting the Addition and said tract as a whole, in good repair and condition and to make improvements thereof, including authority to provide for the cutting of grass and weeds and the removal of ice and snow, and to make contracts to accomplish such purposes in the name of the Association, and to pay any taxes or charges on land or property conveyed to or owned by the Association for the use and benefit of the Addition. A proper record shall be kept by the Secretary of all action taken by said Association and of all contracts entered into for the above purposes and of all expenses incurred in connection therewith, and at a meeting of the Association duly called for that purpose, the obligations incurred for such purposes shall be spread upon the record of the Association and an assessment entered on the books of the Association against each of the lots in said Addition in an amount equal to their pro rata share of the total amount of the expenditures so approved. If desired, the Association may levy a similar assessment on each lot in the Addition for the purpose of raising a fund in advance to enable the Association officers to defray the cost of such repairs and improvements. This Association may be incorporated as a non-profit Indiana corporation, in which event the powers and duties above set forth shall be transferred to it.



7. COVINGTON LAKE AREA.

(a) The area marked and known as Covington Lake, being a body of water partly in said Addition, is expressly reserved as a private lake, and all owners of lots in the Addition are granted the



use and benefit of said lake, subject to such reasonable restrictions as may be adopted by the Covington Lake Association or the plattor, Covington Lake Estates, Inc.

(b) The plattor, Covington Lake Estates, Inc., reserves the right to convey said lake area, together with other adjoining lake area to the Association, subject to the use and benefit of the owners served by said lake area and such reasonable use and activities restrictions as may be imposed by it.

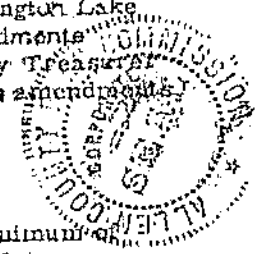
(c) Lots in the Addition adjoining said lake area shall have the right to control and use any land that may lie between their lot lines and the shore line of the lake, so as to prohibit the use of said strip by others, and to beautify and incorporate said strip into their lot sites.

### 8. MAINTENANCE CHARGE LIEN.

73 (a) The amount so assessed against each lot in said Addition and said tract shall be payable by the owners thereof to the Secretary-Treasurer of the Association within 15 days from the time that notice of such assessment has been mailed to them by the Secretary-Treasurer and each such assessment shall be and remain a lien upon the respective lots against which the assessment is made until payment thereof to the Secretary-Treasurer. All payments of assessments shall be noted on the books of the Association and, on request, the Secretary-Treasurer shall furnish to any owner of a lot in said Addition and said tract a certificate showing the assessment made upon said lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the lot owner and any prospective purchaser or mortgagee in purchasing or accepting mortgage upon a lot. The lien of said assessment may be foreclosed if unpaid and past due, the same as mortgages are foreclosed, without relief from valuation and appraisal laws and with reasonable attorney fees.

### 9. AMENDMENT.

(a) The above restrictions, covenants and easements may be amended at any time by the unanimous vote of the members of Covington Lake Estates Association, and the provisions of any such amendments shall become effective upon the recording by the Secretary-Treasurer of said association of a copy of the resolution making such amendments in the office of the Recorder of Allen County, Indiana.



### 10. PARKING.

(a) Each owner of a lot in the Addition shall provide a minimum of four car spaces of separate off-street parking on his own lot.

These restrictions prepared by JOHN E. HOFFMAN, Attorney.

Recorded June 29, 1964

Plat Record 28, pages 69-71

COVENANT AGAINST OVERHEAD UTILITY FACILITIES

The undersigned, being the owners of lots numbered 1 2 3 4

Report for: MARTHA DAMBROSIO  
2821 LA BALME TRL  
FORT WAYNE, IN 46804-2517

Report Period: January 18, 2017 - February 16, 2017  
Account Number: 046-811-084-0-5



A unit of American Electric Power

# Your Home Energy Report

## Recycle your Old Fridge or Freezer and get \$40

It's easy to reduce your energy use and pick up cold cash. Schedule pick-up of your working refrigerator or freezer by visiting [ElectricIdeas.com/ApplianceRecycling](http://ElectricIdeas.com/ApplianceRecycling) or calling 800-253-5661. Enjoy cool saving.



### Compare Your Energy Usage

Usage Profile for: Jan 18, 2017 - Feb 16, 2017  
MARTHA DAMBROSIO

Whose electricity usage is being compared to mine?  
Update your home info: [IndianaMichiganPower.com/Reports](http://IndianaMichiganPower.com/Reports)

- 256 nearby homes
- Single family homes
- Non-electric heating
- 4500-5100 sq. ft.
- Built in 1959-1969



Congratulations! Your home is among the most efficient! Keep up the great work!

### Take Action

#### Insulate your water heater pipes

SAVE UP TO  
**\$11**  
PER YEAR

Tired of waiting for your water to GET hot? Insulating your water pipes, especially the first 6' leaving your water heater, can get hot water to you faster AND save energy. Today's self-sealing pipe wrap makes the process easy and inexpensive. All you need is a few minutes and a pair of scissors. Then you can sit back and enjoy the energy savings.

#### Clean your dryer lint filter

SAVE UP TO  
**\$22**  
PER YEAR

Improve the air circulation in your dryer by cleaning the lint filter after each load. Your clothes will dry faster and more efficiently. For even more savings, scrub the lint filter a few times a year. Use mild soap and water to remove residue left by dryer sheets and fabric softeners.

Create a savings plan and track your progress.  
[IndianaMichiganPower.com/Reports](http://IndianaMichiganPower.com/Reports)

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996-01 4010146 14001-001500

in shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires and cables.

4. They will not install, place, erect or maintain, or permit to be installed, placed, erected or maintained, in, upon or over any portion of Addition, any buildings, structures, fences, trees, shrubbery or other obstructions which would in any way interfere with access to, or with the operation, repair or maintenance of, any wires, cables, conduits or other facilities provided for electrical or telephone service.

5. All service entrance facilities hereinafter installed on any residence, garage, building, appurtenances or other structure situated on any one of said lot or lots or part or parts thereof, owned by the undersigned, and the cables or conduits connecting such service entrance facilities with the electrical distribution system of any public utility, shall be provided by the undersigned and shall  
74 be not less than 3 wire and of not less than 200 ampere capacity.

6. These covenants are in addition to the protective covenants and restrictions filed with the Plat of Covington Lake Estates Addition recorded in Plat Book 28 on pages 69 thru 71, inclusive, in the Office of the Recorder of Allen County, Indiana; are a part of the general scheme for the improvement of said lots; are made for the mutual benefit of all purchasers and owners, present and future, of said lots; and shall run with the land.

7. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of lots numbered 1, 2, 3, 8, 9, 10, 14, 15, 16, 17, 19, 20, 47 and 48 in Covington Lake Estates Addition have executed this agreement this 31 day of July, 1964.

(-)

Covington Lake Estates, Inc.

Roy L. McNett, President

John E. Hoffman, Secretary