

AUDITOR'S OFFICE
Duty is incurred for taxation. Subject
to final assessment for transfer.

Plat Cabinet B, Page 144
Document # 93-028565 in the
Office of the Recorder
Allen County, Indiana

MAR 19 2002

#202022783 Page 1

AMENDMENT TO THE
DECLARATION OF
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
COVINGTON PINES

Doc. No.	202022783
Receipt No.	8475
DCFD	3.00
MISL	10.00
MISL	1.00
MISL	2.00
Total	16.00

The undersigned hereby declare that they are owners of real estate shown and described hereon, being more than 75% of the Lot owners in the plat of Covington Pines and do hereby, in accord with Article 6, Section 25 of the Declaration of Dedication, recorded at Plat Cabinet B, Page 144, Document #93-028565 amend the protective restrictive restrictions, covenants, and limitations as follows:

ARTICLE 1
DEFINITIONS

RECORDED
03/19/2002 15:38:41
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Is hereby amended by adding the following:

Section 14. "Common Expenses" – shall mean and refer to expenses of administration of the Association and all expenses incurred by the Association in the performance of its functions under this document and under the Articles and By-Laws, all of which may be lawfully assessed against the Owners as provided herein.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 2. is hereby amended to read as follows:

Section 2. Purpose of Assessments – The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the subdivision and for the maintenance and improvement of facilities in the Subdivision. It is hereby acknowledged that the following are maintenance obligations of the Association:

1. 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 care, maintenance, and repair of the ponds and related improvements, (4) the maintenance, repair, and replacement of any improvements thereon, and the payment of costs of labor and equipment and materials required in the management, supervision, maintenance and repair thereof.
2. To make provision for the maintenance of the yards on each Lot, which shall include but shall not be limited to fertilizing, weed control, and mowing; however, any Lot Owner may notify the Board of Directors, in writing, that it does not wish to participate in Association's maintenance of the Lot Owner's particular yard and the Lot Owner shall not be assessed for the costs related to said Lot maintenance. It shall not include watering of the lawns or the care and maintenance of shrubs, trees, flowers or other plants on any Lot, which shall be the responsibility of each Lot Owner. Additionally, it shall not include maintenance of any portion of any structure, such as roofing or painting, on any Lot, which activities shall be the responsibility of each Lot Owner.
3. To make provision for the removal of snow from the streets and such other areas, such as driveways and private sidewalks from a Lot's driveway to the front door of the house on the Lot, within the Subdivision as the Association shall deem necessary or desirable; however, any Lot Owner may notify the Board of Directors, in writing, that it does not wish to participate in the Association's removal of snow on the Lot Owner's particular Lot and the Lot Owner shall not be assessed for the costs related to said Lot snow removal.
4. To make provision for the operation, maintenance, repair and replacement, if necessary, of street lighting.

In addition, assessments shall be levied to provide for the maintenance of the common impoundment basins into which the Subdivision's surface waters drain.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. is hereby amended by adding the following:

02 825
AUDITORS NUMBER

14x2x

c. From and after January 1, 2001, the annual assessment shall be at the rate of Seventy Dollars (\$70.00) per month subject to the provisions of these restrictive covenants.

d. No assessment shall be made against any Lot until such time as a dwelling unit shall have been constructed on said Lot and said dwelling unit has been occupied.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

is hereby amended by adding the following:

Section 10. Assessments.

1. Annual Accounting. Annually, after the close of each fiscal year of the association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board of Directors of the Association shall cause to be prepared and to be furnished to each Owner a financial statement prepared using generally accepted accounting principles, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.
2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for Assessments for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy; provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget and all other sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver of release in any manner of the obligation of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.
3. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed equal assessment against each undersigned Lot, unless otherwise permitted by these restrictive covenants, which shall be a sum sufficient to cover: (1) the estimated costs of maintenance, repair and upkeep of the Common Properties for purposes of maintenance only on those Lots on which Dwelling Units have been erected, and (2) all other Common Expenses.
4. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Assessment"). The aggregate amount of the Assessments shall be equal to the total amount of expenses provided and included in the final budget. Payment shall be made to the Board of Directors.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6. is hereby amended to read as follows:

Section 6. Uniform Rate of Assessment – Both annual and special assessments must be fixed at a uniform rate for all undersigned Lots, unless otherwise permitted by these restrictive covenants, and may be collected on a monthly, quarterly or yearly basis or in a manner approved by the Board of Directors.



IN WITNESS WHEREOF, the undersigned, representing not less than 75% of the Lot Owners in Covington Pines subdivision do hereby amend these covenants and restrictions as permitted by said covenants and restrictions.

M. Jack Powell, Jr. Living Trust
Owner of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20, 23

Melvin Jack Powell, Jr. Trustee
Melvin Jack Powell, Jr., Trustee

CONSTRUCTION INFORMATION SYSTEMS, LLC
Owner of Lots 12, 18, 21 & 22

Thomas Penny, Mgr.
Thomas Penny, Manager

M. Jack Powell, Jr., individually
Owner of Lot 24

M. Jack Powell, Jr.
M. Jack Powell, Jr.

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared Melvin Jack Powell, Jr, Trustee of the M. Jack Powell, Jr. Living Trust, Thomas Penny, Manager of CONSTRUCTION INFORMATION SYSTEMS, LLC, and M. Jack Powell, Jr., individually and acknowledge the voluntary execution of the above and foregoing instrument on behalf of said entities for the purposes and uses therein set forth this 30th day of November, 2001.

Charles D. Bash
Charles D. Bash (name), Notary Public
A resident of Allen County, Indiana

My commission expires January 30, 2008

Certification of Approval

This is to certify that the foregoing document has been reviewed by the Allen County, Indiana Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County, Indiana Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

Dated this 10 day of March, 2002

Allen County, Indiana Plan Commission
By: Dennis Gordon
Dennis Gordon