

# PLAT OF ASPEN VILLAGE

## SECTION III

Map 41, 84-88

78-25276

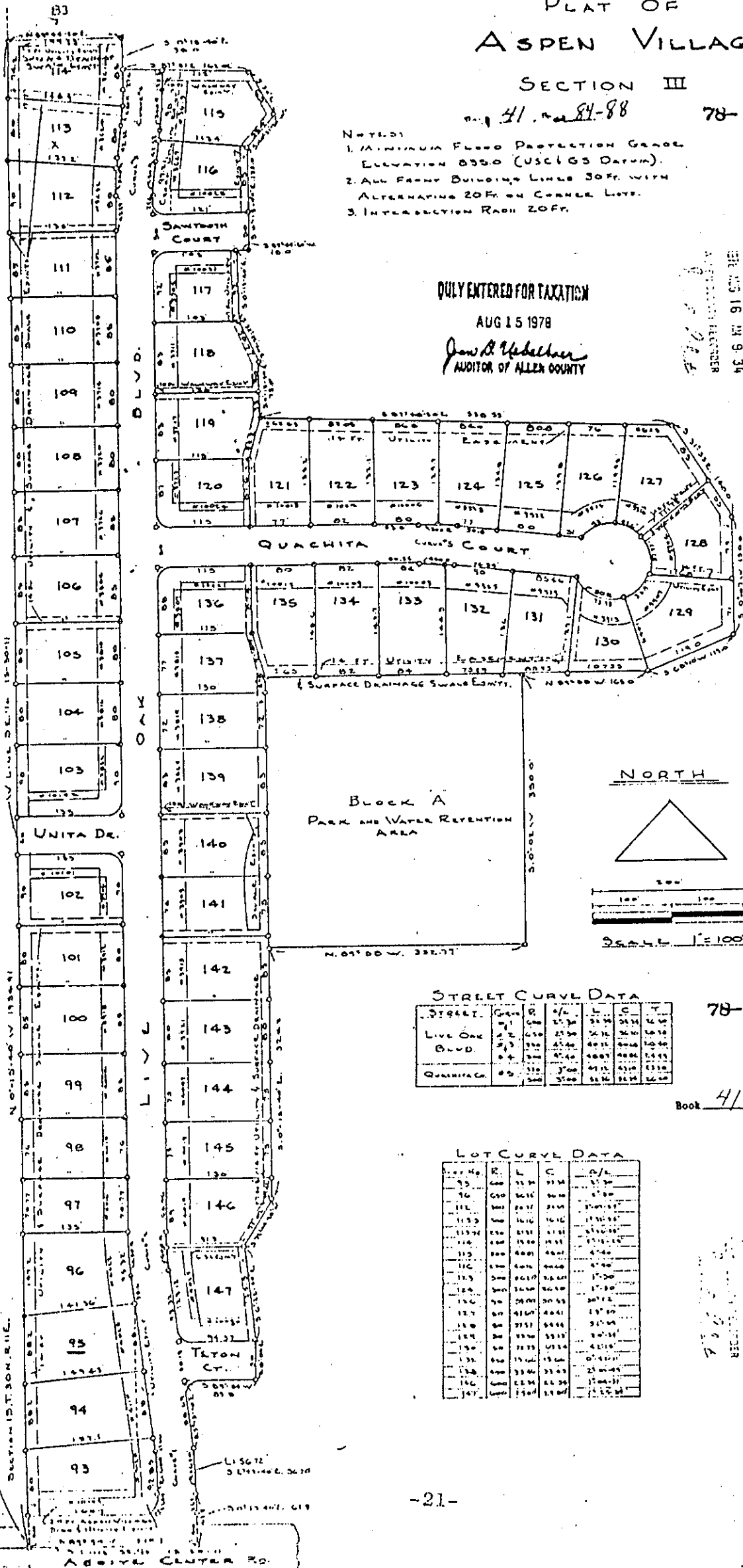
- NOTES:
1. MINIMUM FLOOD PROTECTION GRADE ELEVATION 8500 (USCGS DATA).
  2. ALL FRONT BUILDING LINES 30 FT. WITH ALTERNATING 20 FT. ON CORNER LOTS.
  3. INTERSECTION RADIUS 20 FT.

DULY ENTERED FOR TAXATION

AUG 15 1978

*James A. Uebelacker*  
AUDITOR OF ALLEN COUNTY

RECORDED  
AUG 16 1978  
M 9 34



15

STREET CURVE DATA

STREET	GEN	R	Δ/L	L	C	T
LIVE OAK BLVD.	22	650	25.36	54.74	36.26	10.00
QUACHITA	85	300	37.00	41.00	42.00	10.00

78-25276

Book 41 Page 85

LOT CURVE DATA

LOT No.	R	L	C	Δ/L
93	600	15.74	17.74	15.74
94	650	16.16	18.16	16.16
95	700	16.58	18.58	16.58
96	750	17.00	19.00	17.00
97	800	17.42	19.42	17.42
98	850	17.84	19.84	17.84
99	900	18.26	20.26	18.26
100	950	18.68	20.68	18.68
101	1000	19.10	21.10	19.10
102	1050	19.52	21.52	19.52
103	1100	19.94	21.94	19.94
104	1150	20.36	22.36	20.36
105	1200	20.78	22.78	20.78
106	1250	21.20	23.20	21.20
107	1300	21.62	23.62	21.62
108	1350	22.04	24.04	22.04
109	1400	22.46	24.46	22.46
110	1450	22.88	24.88	22.88
111	1500	23.30	25.30	23.30
112	1550	23.72	25.72	23.72
113	1600	24.14	26.14	24.14
114	1650	24.56	26.56	24.56
115	1700	24.98	26.98	24.98
116	1750	25.40	27.40	25.40
117	1800	25.82	27.82	25.82
118	1850	26.24	28.24	26.24
119	1900	26.66	28.66	26.66
120	1950	27.08	29.08	27.08
121	2000	27.50	29.50	27.50
122	2050	27.92	29.92	27.92
123	2100	28.34	30.34	28.34
124	2150	28.76	30.76	28.76
125	2200	29.18	31.18	29.18
126	2250	29.60	31.60	29.60
127	2300	30.02	32.02	30.02
128	2350	30.44	32.44	30.44
129	2400	30.86	32.86	30.86
130	2450	31.28	33.28	31.28
131	2500	31.70	33.70	31.70
132	2550	32.12	34.12	32.12
133	2600	32.54	34.54	32.54
134	2650	32.96	34.96	32.96
135	2700	33.38	35.38	33.38
136	2750	33.80	35.80	33.80
137	2800	34.22	36.22	34.22
138	2850	34.64	36.64	34.64
139	2900	35.06	37.06	35.06
140	2950	35.48	37.48	35.48
141	3000	35.90	37.90	35.90
142	3050	36.32	38.32	36.32
143	3100	36.74	38.74	36.74
144	3150	37.16	39.16	37.16
145	3200	37.58	39.58	37.58
146	3250	38.00	40.00	38.00
147	3300	38.42	40.42	38.42

PLAT OF  
ASPEN VILLAGE

SECTION III

A SUBDIVISION IN THE W<sup>1</sup>/<sub>2</sub> OF THE SE. <sup>1</sup>/<sub>4</sub> OF  
SECTION 15, T. 30N, R. 11E., ALLEN COUNTY, INDIANA

15

DEVELOPER

H.G. KLEEMAN ENTERPRISES INC.  
1 1910 MAPLE LANE  
GARRETT, IN. 46738  
PH. 219-357-4903

SURVEYOR

CHAS. T. MIZER  
922 S. COWEN ST.  
GARRETT, IN. 46738  
PH. 219-357-4636

CONFIRMED BY THE ALLEN  
COUNTY PLAN COMMISSION  
THIS 12 DAY OF JULY 1978

*Jack G. Suter*

JACK G. SUTER  
ZONING ADMINISTRATOR

PREPARED BY AND  
CERTIFIED CORRECT  
THIS 12 DAY OF JULY 1978

*Chas. T. Mizer*

CHAS. T. MIZER  
REG. LAND SURVEYOR  
#10173



DESCRIPTION OF  
ASPEN VILLAGE, SECTION III

Part of the West one-half of the Southeast quarter of Section 15, Township 30 North, Range 11 East, Allen County, Indiana, described as follows:

15 Beginning at the Southwest corner of the Southeast quarter of the aforesaid Section 15, thence North 0 degrees - 15 minutes - 40 seconds West 1,934.91 feet on and along the West line of the aforesaid Southeast quarter to the Southwest corner of lot #83 in Aspen Village Section II as recorded in Plat Book 39 Pages 92-96 in the office of the Recorder, Allen County, Indiana, thence North 89 degrees - 44 minutes - 20 seconds East 149.23 feet to the Southeast corner of the aforesaid lot #83 thence South 0 degrees - 15 minutes 40 seconds East 38.0 feet, thence South 87 degrees - 51 minutes East 162.02 feet, thence South 30 degrees East 63.0 feet, thence South 40 degrees - 51 minutes - 20 seconds West 55.40 feet, thence South 0 degrees - 15 minutes - 40 seconds East 135.0 feet, thence South 89 degrees - 44 minutes - 20 seconds West 18.0 feet, thence South 0 degrees - 15 minutes - 40 seconds East 92.0 feet, thence South 32 degrees - 22 minutes - 40 seconds East 50.77 feet, thence South 0 degrees - 15 minutes - 40 seconds East 73.0 feet, thence South 87 degrees - 48 minutes - 20 seconds East 538.55 feet, thence South 31 degrees - 53 minutes East 140.0 feet, thence South 0 degrees - 07 minutes West 150.0 feet, thence South 68 degrees - 10 minutes West 119.0 feet, thence North 89 degrees - 58 minutes West 165.0 feet, thence South 0 degrees - 02 minutes West 350.0 feet, thence North 89 degrees - 58 minutes West 332.77 feet, thence South 0 degrees - 15 minutes - 40 seconds East 324.2 feet, thence South 32 degrees - 04 minutes - 20 seconds West 71.02 feet, thence South 6 degrees - 22 minutes - 40 seconds East 125.50 feet, thence South 0 degrees - 06 minutes East 50.0 feet, thence South 89 degrees - 54 minutes West 89.8 feet, thence South 5 degrees - 15 minutes - 40 seconds East 88.69 feet to the P.C. of a curve to the right having a radius of 650 feet, thence along the arc of said curve 56.72 feet (the chord of which bears South 2 degrees - 45 minutes - 40 seconds East for a length of 56.70 feet) thence South 0 degrees - 15 minutes - 40 seconds East 62.9 feet to the South line of the aforesaid Southeast quarter, thence South 89 degrees - 40 minutes West 210.7 feet along the aforesaid South line to the point of beginning containing 20.53 acres of land more or less.

I, Chas. T. Miser, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me May 17, 1978; and that all markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 93 thru 147 both inclusive, together with Block "A".



*Chas. T. Miser*  
Chas. T. Miser  
Registered Land Surveyor #10173

9:34  
 REC'D AUG 16 AM 9:33  
 ALLEN COUNTY RECORDER MADE A PART OF THE DEDICATION AND PLAT OF  
 A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

H. G. Kloeman Enterprises, Inc., an Indiana corporation, by Harold G. Kloeman, its president, hereby declares that it is the Owner, Plator and Developer of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as ASPEN VILLAGE, SECTION III, a Subdivision in Aboite Township, Allen County, Indiana.

15 The lots are numbered from 93 through 147 inclusive, all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PART I - ASPEN VILLAGE COMMUNITY CORPORATION

PREFACE

In consideration of the necessity of providing for the efficient supervision of maintenance, activities, and use of the Parks and Storm Water Detention Area, the plator has prior to the closing of any sale of lots in Aspen Village caused to be incorporated a Not-for-Profit Corporation entitled "Aspen Village Community Corporation", and herewith extends to each lot owner a non-compulsory-optional membership in such corporation, exercisable by such owner at any time.

The plator herewith covenants and agrees to organize and fund such corporation by the deposit of \$100.00 for each lot sold in Aspen Village at the time of closing of such sale and to remain as a full member for so long as the plator may own any unsold lots, with full voting rights but the payment of one hundred dollars as aforesaid shall constitute the full dues and assessments due from the plator to the corporation.

It is plator's intent that all of the By-Laws with respect to the use and maintenance of the various park and storm water detention areas be designated to accommodate the desires of the corporation members, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

DEFINITIONS

Section 1. "Association" shall mean and refer to Aspen Village Community Corporation, its successors and assigns.

Section 2. "Member" shall mean the owner (or joint owners) of any lot or lots in said Subdivision who is a paid up dues member.

Section 3. "Parks and Storm Water Detention Area" shall be those areas as designed on the final plats as finally approved by the Allon County Plan Commission as Aspen Village.

Section 4. "Lot" shall mean either any of said lots as 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 which a residence may be erected in accordance with the restrictions hereinabove set out or such ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "By-Laws" shall mean the By-Laws initially adopted by ASPEN VILLAGE COMMUNITY CORPORATION and all amendments and additions thereto.

#### SPECIFIC PROVISIONS

Section 1. Every owner shall have a right of membership in the Corporation, subject to the following provisions.

(a) the right of the Corporation to charge reasonable admission and other fees for the use of any recreational facility owned by the Corporation;

15 (b) the right of the Corporation to suspend the voting rights and right to use of the recreational facilities by a member owner for any period during which any membership dues remain unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Corporation;

(c) the right of the corporation to dedicate or transfer all or any part of the Parks and Storm Water Detention Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Family Use. Any member owner may delegate, in accordance with the By-Laws, all right of enjoyment to the recreation areas and facilities, to the members of his family, his tenants, his guests or invitees or contract purchasers who reside on the property.

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall have the privilege to be a member of the Corporation. But membership shall not be a condition of ownership, and is severable from title ownership.

Section 2. The Corporation shall have one class of voting membership.

Section 3. The platlor-developer of this subdivision, H. G. Klooman Enterprises, Inc., as the owner of unsold platted lots shall be a member of this Community Corporation from its inception until January 1, 1986, or until such time as said platlor-developer has divested itself of the record ownership of 130 lots in said subdivision, whichever event occurs first. Said platlor-developer shall have voting rights based upon lot ownership of one vote per lot owned in the subdivision as shown on the Preliminary Plat as approved by the Allen County Plan Commission, and the consideration for this platlor-developer membership with voting rights shall be the promise to pay (and the act of payment) into a special bank account the sum of one hundred dollars as provided for herein, as well as the gooding over to said Community Corporation the full right, title and interest in and to the Park Areas and Water Detention Area as they are shown on the Final Recorded Plats.

#### COVENANT FOR MAINTENANCE

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Section 1. Creation of Maintenance Fund. The platlor-developer will fund the corporation by the payment of \$100.00 per lot sold (as stated hereinbefore in the Preface to this document) for maintenance purposes. Such payment shall be deposited to an account in the name of the Aspen Village Community Corporation at a bank or savings and loan association paying the maximum interest available; the interest earnings from such principal shall be used to pay costs of maintenance of the Corporation property. Additional costs for maintenance or capital improvements not otherwise provided for, shall pursuant to a majority vote of the Corporate members, be paid for from membership dues or special assessments as more particularly set out hereafter. Such dues or assessments shall be the personal obligation of the owners, shall not pass to his successors in title unless expressly assumed by them, and shall at no time be a charge on the land of the owner.

Section 2. Purpose of Maintenance Fund. The dues and assessments levied by the Corporation shall be used exclusively to promote the recreation, health, and welfare of the resident members in Aspen Village and for the improvement and maintenance of the recreation areas and of the facilities situated thereon. In addition, assessments may be levied to provide for maintenance of the Parks and Storm Water Detention Areas.

Section 3. Annual Dues. Annual assessments may be in any amount as may from time to time be determined by the members to accomplish the purpose for which this Corporation is formed.

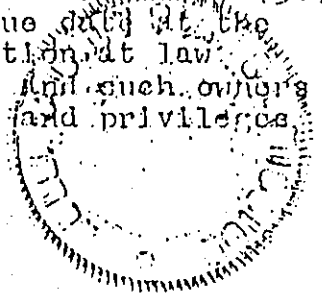
Section 4. Special Assessments For Capital Improvements. In addition to the annual dues authorized above, the Corporation may levy, in any corporate year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of the members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 10 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 the members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Corporation not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all members (except H. G. Klooman Enterprises, Inc.) and may be collected on a monthly or yearly basis, as the member shall elect.

Section 7. Effective Date of Annual Dues. The Board of Directors shall fix the amount of the annual dues against each lot or lots of each member at least thirty (30) days in advance of each annual meeting of the Corporation. Written notice of the annual dues shall be mailed to every corporate member. The due dates shall be established by the Board of Directors. The Corporation shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the dues on a specified lot have been paid.

Section 8. Effect of Non-Payment of Dues or Assessments, Remedies of the Corporation. Any assessment or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Corporation may bring an action at law against the Owner personally obligated to pay the same and such owner's membership shall be forfeited together with all rights and privileges therein.



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Section 9. Rights and Privileges of Membership. The members of the corporation shall have full and exclusive recreational use and enjoyment of the recreation area.

Section 10. Termination of Corporation. The life time of the Corporation is to be perpetual, and may be dissolved only upon a two-thirds (2/3) vote of the membership, the transfer of title and responsibility to a successor and approval by the Zoning Authority then having jurisdiction. Upon such termination, the Corporation shall cease to exist and all funds remaining in the Maintenance Fund shall be transferred to the said successor.

Section 11. Management of the Corporation. The business of the Corporation shall be run by not less than three (3) (or less than three (3) if there shall not be three (3) members) or more than nine (9) Directors who must be members of the Corporation. They shall serve one year terms, upon election by a majority vote of the Corporation members. The Board of Directors shall have all powers herein or hereafter conferred By Laws in the operation of Not-For-Profit Corporation, except that it may not without the special majority votes abovesaid for special assessments or termination.

PART II

PROTECTIVE RESTRICTIONS  
COVENANTS AND EASEMENTS  
ASPEN VILLAGE, SECTION III  
AN ADDITION TO ALLEN COUNTY, INDIANA

15 All the lots in said addition shall be subject to and impressed with restrictions, covenants and easements hereinafter set forth; and they shall run with the land and be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained shall be effective for twenty years 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 unless amended by the owners of 51% of the land platted 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

The land platted as Aspen Village, Section III, 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) Said easements shall be for general utility services, including storm water, sanitary sewage, water, gas, electric light, telephone, and other utility services.

b) 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.

c) Any structures, shrubbery, trees or any 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 installations.



d) 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.

e) 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.

f) All Parks and Water Detention Areas shall also be Utility Easements, but any installation of utilities in said areas shall have the written consent of the Plator/Developer or the Aspen Village Community Corporation if said area has been deeded to the same.

## 2. BUILDING LINES

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a) No building shall be located in infringement on any of the building lines shown on the plat, nor shall any building be located closer than 7 feet to any side lot lines. The aggregate width of both side yards shall be at least 14 feet.

## 3. GENERAL RESTRICTIONS

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.

b) No single story residence building shall be erected on any lot in this addition having less than 1100 square feet of living area; no two story residence building shall be erected on any lot in this addition having less than 780 square feet on the first floor.

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

d) All driveways must be of concrete construction, and none shall open into the Aboite Center Road.

e) No fences shall be constructed to the rear of the building line on any lot in this addition to exceed forty-eight inches in height. No fences shall be built in front of the building line on any lot.

f) No parking or other storage of trailers, boat trailers, boats, and trucks shall be permitted on any lot in this addition.

g) No temporary structure, trailer, rubbish or trash or other obnoxious materials shall ever be moved on to or permitted on any lot in this addition.

h) No lot or parts of lots shall be subdivided without the approval of the Allen County Plan Commission, or any accessor authority to Allen County Plan Commission.

i) Invalidiation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. IMPROVEMENT LOCATION PERMIT

a) Before any lot may be used, such user shall first obtain from the applicable Building Commissioner, or authority having jurisdiction, an Improvement Location Permit and before any lot may be occupied, such occupier shall first obtain an Occupancy Permit, if and as required by the applicable Zoning Ordinance or authority. This covenant shall be enforceable by the applicable authority and/or lot owner.

b) All improvements shall be installed prior to occupancy of a residence.

H. G. KLEEMAN ENTERPRISES, INC.

By *Harold G. Kleeman*  
Harold G. Kleeman, President

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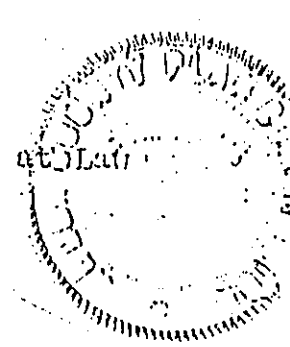
Subscribed before me this date by Harold G. Kleeman, personally known to me to be the president of H. G. Kleeman Enterprises, Inc., an Indiana Corporation, who upon his oath verified his authority to execute this document in the corporate name.

*Margaret E. Hartman*  
Margaret E. Hartman, Notary  
A Resident of DeKalb County

My Commission Expires:

November 15, 1980

This instrument prepared by H. Charles Winans, Attorney at Law



APPROVALS:

BOARD OF COMMISSIONERS  
ALLEN COUNTY, INDIANA

*Richard M. Ellonwood*  
Richard M. Ellonwood, President

*Vance L. Amslutz*  
Vance L. Amslutz, Vice President

Jack K. Dunlison, Secretary

BOARD OF PUBLIC WORKS  
FORT WAYNE, INDIANA


Henry P. Wehrenberg, Chairman

*Ethel H. Lamar*  
Ethel H. Lamar

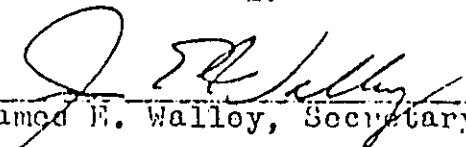
*Max G. Scott*  
Max G. Scott

COUNTY PLAN COMMISSION  
ALLEN COUNTY, INDIANA

6-28-78

  
\_\_\_\_\_  
William V. Sowers, President

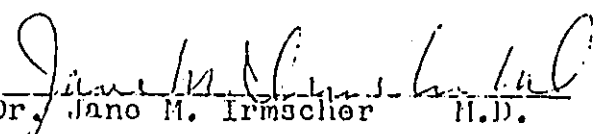
\_\_\_\_\_  
Lester C. Gerig, Vice President

  
\_\_\_\_\_  
James E. Walley, Secretary

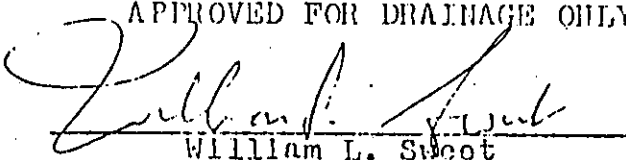
HEALTH COMMISSIONER

FORT WAYNE-ALLEN COUNTY BOARD OF PUBLIC HEALTH

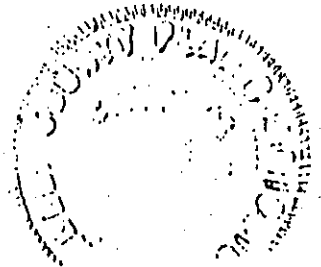
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\_\_\_\_\_  
Dr. Jane M. Imscher H.D.

APPROVED FOR DRAINAGE ONLY

  
\_\_\_\_\_  
William L. Sweet  
Allen County Surveyor

THIS INSTRUMENT PREPARED BY H. CHARLES WIHANS, ATTORNEY AT LAW



Recorded August 16, 1978 at 9:34 A.M. Plat Record 41, pages 84-88.

1980 OCT 17 PM 3 58

80-022957

AN AMENDMENT TO THE  
DEDICATION, EASEMENTS AND APPROVALS APPENDED TO  
AND MADE A PART OF THE DEDICATION AND PLAT OF  
ASPEN VILLAGE, SECTION III,  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

We, the undersigned, being the owners of more than Fifty-One Percent (51%) of the lots in Section III, Aspen Village, a Subdivision in Aboite Township, Allen County, Indiana, pursuant to the provisions contained in the prefatory paragraph of Part 2 of the dedication, protective restrictions, covenants and limitations appended to the plat of said Aspen Village, Section III, as they appear in Plat Record Book 41, pages 84 through 88 in the Office of the Recorder of Allen County, Indiana, having been recorded therein on the 16th day of August, 1978; hereby specifically amend, substitute and add to the existing covenants, restrictions and limitations the following paragraphs:

PREFACE

In consideration of the necessity of providing for the efficient supervision of maintenance, activities, and use of the Parks and Storm Water Detention Area, the platlor has, prior to the closing of any sale of lots in Aspen Village, caused to be incorporated a Not-For-Profit Corporation entitled "Aspen Village Community Corporation". Every owner of a lot, which is subject to assessment, shall be a member of Aspen Village Community Corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Membership in Aspen Village Community Corporation, as provided in the Articles of Incorporation and By-Laws of the Corporation and amendments thereto, are transferable only by a sale of the lot to which it is appurtenant, and a lot owner may avoid his membership in Aspen Village Community Corporation only by selling his property. The Articles of Incorporation and the Corporation By-Laws and amendments thereto are deemed to constitute a contract between the individual lot owners and Aspen Village Community Corporation.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of Aspen Village Community Corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

COVENANT FOR MAINTENANCE

Section 3. Annual Dues. Annual dues may be in any amount as may, from time to time, be determined by the Board of Directors of Aspen Village Community Corporation to accomplish the purposes for which this Corporation was formed.

Section 4. Effect of Non-Payment of Dues or Assessments, Creation of Lien and Personal Obligation of Assessments. Each owner, with the exception of the developer, H. G. Kleeman Enterprises, Inc., hereby covenants, and 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 Aspen Village Community Corporation (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herebefore provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Any assessment or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Corporation may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

RECORDER OF ALLEN COUNTY

OCT 17 1980

FILED FOR TAXATION

Section 12. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Enforcement.

Aspen Village Community Corporation, or any owner, 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 and amendments thereto. Failure by the Corporation or by any owner to enforce any covenant or restriction herein contained, or any covenant, restriction or limitation which has, prior to this time, been recorded in the Office of the Recorder of Allen County, Indiana, shall in no event be deemed a waiver of a right to do so thereafter.

Section 14. Invalidation.

Invalidation of any one of these covenants or restrictions, or any prior covenant or restriction, which have been recorded in the Office of the Recorder of Allen County, Indiana, by judgment or Court order, shall in no way effect any other provision which shall remain in full force and effect.

Section 15. Term.

The covenants and restrictions herein contained shall run with the land and be in effect 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, and they shall inure to the benefit of and be enforceable by said owners unless amended by the owners of Fifty-One Percent (51%) of the land platted.

The existing protective covenants, restrictions, and limitations appended to and made a part of the dedication and plat of Aspen Village, Section III, a Subdivision in Aboite Township, Plat Record 41 at pages 84 through 88 in the Office of the Recorder of Allen County, Indiana, being recorded therein on the 16th day of August, 1978 by deleting the following provisions thereto:

1. That part of the Preface contained in the above dedication which refers to and states as follows: "and herewith extends to each lot owner a non-compulsory, optional membership in such Corporation, exercisable by such owner at any time".

2. By deleting thereto that part of Section 1, under Membership and Voting Rights, which states that: "every owner of a lot shall have the privilege to be a member of the Corporation. Membership shall not be a condition of ownership, and is severable from title ownership".

3. By deleting therefrom Section 3, under Covenant for Maintenance, which states that: "annual assessments may be in any amount as may, from time to time, be determined by the members to accomplish the purpose for which this Corporation was formed".

4. By deleting therefrom that part of Section 5, entitled Notice and Quorum for Any Action Authorized Under Sections 3 and 4, by deleting that reference to Section 3, which is hereby deleted by the above amendment contained in Section 3, Annual Dues, under Covenant for Maintenance.

5. By deleting therefrom Section 8, entitled Effect of Non-Payment of Dues or Assessments, Remedies of the Corporation, by substituting therefore the above amendment under Covenant for Maintenance, Section 8, which is now entitled Effect of Non-Payment of Dues or Assessments, Creation of Lien and Personal Obligation of Assessments.

ALL PLATTED RESTRICTIONS NOT HEREIN MODIFIED, AMENDED, OR SUBSTITUTED SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Aspen Village Community Corporation, an Indiana Corporation, by Carl Q. Baker, its President, and Linda White, its Secretary, hereby certifies that the below signatures constitute the owners of the real estate as indicated by lot and address, and were obtained by officers and members of the Corporation specifically authorized for said purpose.

ASPEN VILLAGE COMMUNITY CORPORATION

BY: Carl Q. Baker  
Carl Q. Baker, President

BY: Linda White  
Linda White, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State, appeared Carl Q. Baker and Linda White, known by me to be the duly authorized and acting President and Secretary, respectively, of Aspen Village Community Corporation, and acknowledge the voluntary execution of the above and foregoing instrument on behalf of said Corporation for the purposes and uses therein set forth, on this 24<sup>th</sup> day of September, 1980.

Becky J. Harber  
Becky J. Harber, Notary Public, a resident of Allen County, Indiana.

My Commission Expires:  
May 20, 1983

Approved by the Allen County Plan Commission on the 24th day of September, 1980.

PREPARED BY Philip King

Jack G. Suter  
Jack G. Suter, Zoning Administrator

Recorded October 17, 1980 at 3:58 P.M.

Document Number 80-22957

