

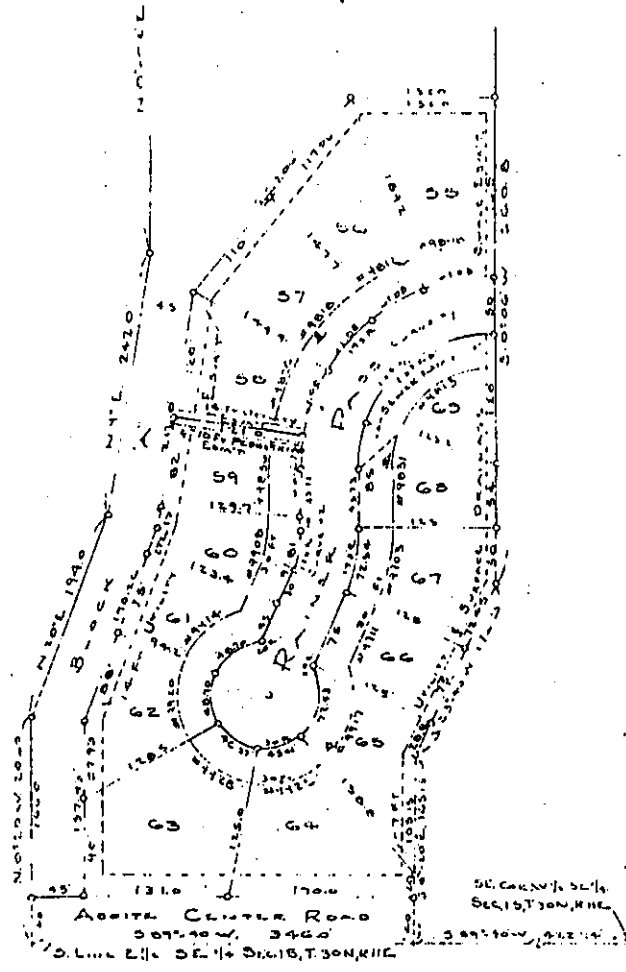
Plat Record 39
pages 92-96

STREET CURVE DATA

STREET	ST. NO.	R	L	C	A
WALKER	11	115	110	146.55	127.1
PAZ	12	115	110	146.55	127.1

LOT CURVE DATA

LOT NO.	R	L	C	A
55	115	110	146.55	127.1
56	115	110	146.55	127.1
57	115	110	146.55	127.1
58	115	110	146.55	127.1
59	115	110	146.55	127.1
60	115	110	146.55	127.1
61	115	110	146.55	127.1
62	115	110	146.55	127.1
63	115	110	146.55	127.1
64	115	110	146.55	127.1
65	115	110	146.55	127.1
66	115	110	146.55	127.1
67	115	110	146.55	127.1
68	115	110	146.55	127.1
69	115	110	146.55	127.1
70	115	110	146.55	127.1
71	115	110	146.55	127.1
72	115	110	146.55	127.1
73	115	110	146.55	127.1
74	115	110	146.55	127.1
75	115	110	146.55	127.1
76	115	110	146.55	127.1
77	115	110	146.55	127.1
78	115	110	146.55	127.1
79	115	110	146.55	127.1
80	115	110	146.55	127.1



14

PLAT OF
ASPEN VILLAGE
SECTION II

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

DEVELOPER

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

SURVEYOR

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

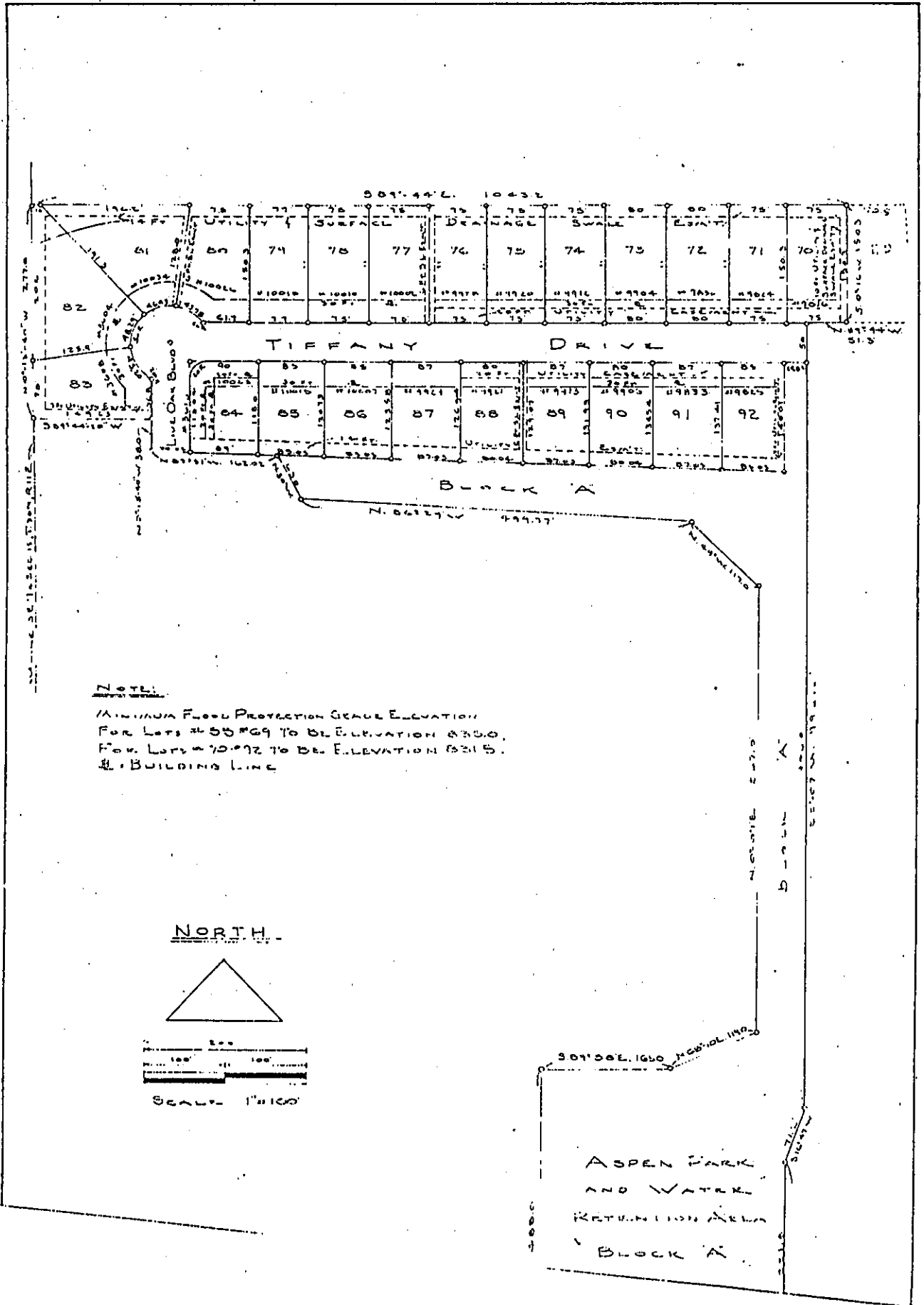
CONFIRMED BY THE ALLEN COUNTY PLAN COMMISSION
THIS 7 DAY OF JULY 1977

[Signature]
JACK G. SUTER
ZONING ADMINISTRATOR

CERTIFIED CORRECT THIS
7 DAY OF MAY 1977

[Signature]
CHAS. T. MISER
REGISTERED SURVEYOR
#10173





DESCRIPTION OF
ASPEN VILLAGE, SECTION II

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, to wit:

Beginning at a point on the South line of the aforesaid Section 15, said point being situated South 89 degrees 40 minutes West 422.74 feet from the Southeast corner of the West one-half of the Southeast quarter, then continuing South 89 degrees 40 minutes West 346.0 feet, thence North 0 degrees 20 minutes West 206.0 feet, thence North 20 degrees East 194.0 feet, thence North 9 degrees East 242.0 feet, thence North 0 degrees 02 minutes East 488.0 feet, thence South 89 degrees 58 minutes East 165.0 feet, thence North 68 degrees 10 minutes East 119.0 feet, thence North 0 degrees 07 minutes East 567.0 feet, thence North 49 degrees West 117.0 feet, thence North 86 degrees 29 minutes West 499.77 feet, thence North 30 degrees West 63.0 feet, thence North 87 degrees 51 minutes West 162.02 feet, thence North 0 degrees 15 minutes 40 seconds West 38.0 feet, thence South 89 degrees 44 minutes 20 seconds West 149.23 feet, thence North 0 degrees 15 minutes 40 seconds West 277.0 feet along the West line of the Southeast quarter of the aforesaid Section 15, thence South 89 degrees 44 minutes East 1043.2 feet on a line 430.0 feet South of and parallel to the North line of the West one-half of the Southeast quarter of the aforesaid Section 15 to the Northwest corner of Lot #29 in Section I of Aspen Village as recorded in Book 39 Page 15 in the office of the Allen County Recorder, thence South 0 degrees 16 minutes West 150.3 feet, thence North 89 degrees 44 minutes West 51.3 feet, thence South 0 degrees 07 minutes West 996.6 feet, thence South 16 degrees 47 minutes West 71.2 feet, thence South 0 degrees 06 minutes West 660.8 feet, thence South 23 degrees 45 minutes West 176.25 feet, thence South 0 degrees 20 minutes East 165.15 feet to the point of beginning, containing 17.98 acres of land, more or less.

14

I, Charles 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 21, 1977 ; that all markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 55 to 92, both inclusive, together with Block "A".



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

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ASPEN VILLAGE, SECTION II,
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

H. G. Kleeman Enterprises, Inc., an Indiana corporation, by Harold G. Kleeman, 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 II, a Subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 55 through 92 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

14 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 Allen 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;
- (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.

14

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 plattor-developer of this subdivision, H.G. Kleeman 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 plattor-developer has divested itself of the record ownership of 130 lots in said subdivision, whichever event occurs first. Said plattor-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 plattor-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 deeding 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

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.

14 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. Kleeman 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 owners membership shall be forfeited together with all rights and privileges therein.

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 II
AN ADDITION TO ALLEN COUNTY, INDIANA

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.

14

1. EASEMENTS AND UTILITY SERVICES

The land platted as Aspen Village, Section II, 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 installation.

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 Platator/Developer or the Aspen Village Community Corporation if said area has been deeded to the same.

2. BUILDING LINES

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 10% of the lot width to any side lot lines. The aggregate width of both side yards shall be at least 25% of the lot width. No private driveway may access upon the Aboite Center Road.

3. GENERAL RESTRICTIONS

14 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-two 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) Invalidation 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 any 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

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.

John Michael Beams
Notary
JOHN MICHAEL BEAMS

My Commission Expires:

14

10/24/78

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

64-275-9-6/22/77

APPROVALS:

BOARD OF COMMISSIONERS
ALLEN COUNTY, INDIANA

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

Vance L. Amstutz
Vance L. Amstutz

Henry P. Wohrenberg
Henry P. Wohrenberg

Richard M. Ellenwood
Richard M. Ellenwood

Ethel H. LaMar
Ethel H. LaMar

Jack K. Dunifon
Jack K. Dunifon

Max G. Scott
Max G. Scott

JUN 23 1977

COUNTY PLAN COMMISSION
ALLEN COUNTY, INDIANA

William V. Sowers
William V. Sowers

James E. Walloy
James E. Walloy

Jane M. Irmischer, M.D.
Jane M. Irmischer, M.D.

HEALTH COMMISSIONER

FORT WAYNE-ALLEN COUNTY BOARD OF PUBLIC HEALTH

APPROVED FOR DRAINAGE ONLY

William L. Sweet
William L. Sweet
Allen County Surveyor

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

Recorded July 25, 1977 at 10:20 A.M. Plat Record 39 pages 92-96

See Minutes 72 + 73

(Referring to #14)

OCT 17 PM 3 57

80-022958

RECORDED

John J. ...
AN AMENDMENT TO THE
DEDICATION, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ASPEN VILLAGE, SECTION II,
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 II, Aspen Village, a Sub-division 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 I, as they appear in Plat Record Book 39, pages 92 through 96 in the Office of the Recorder of Allen County, Indiana, having been recorded therein on the 25th day of July, 1977; 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.

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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.

DULY ENTERED FOR TAXATION

OCT 17 1980

Aloria J. ...
AUDITOR OF ALLEN COUNTY

Section 8. 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 heretofore 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.

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 II, a Subdivision in Aboite Township, Allen County, Indiana, are hereby further amended as they appear in Plat Record 39 at pages 92 through 96 in the Office of the Recorder of Allen County, Indiana, being recorded therein on the 25th day of July, 1977 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 24th day of September, 1980.

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

My Commission Expires:
May 20, 1983

PREPARED BY [Signature]

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

Jack G. Suter
Jack G. Suter, Zoning Administrator

ASPEN VILLAGE, SECTION II
A SUBDIVISION IN ABOITE TOWNSHIP
ALLEN COUNTY, INDIANA

Owner's Name(s)	<u>Gene W. Dofft</u>	Owner's Name(s)	_____
Address	<u>9920 Tilly Dr.</u>	Address	_____
Lot No.	<u>76</u>	Lot No.	_____
Owner's Name(s)	<u>Thomas & Brenda [Signature]</u>	Owner's Name(s)	_____
Address	<u>9905 Tilly Dr.</u>	Address	_____
Lot No.	<u>90</u>	Lot No.	_____
Owner's Name(s)	<u>David L. [Signature]</u>	Owner's Name(s)	_____
Address	<u>9912 Tilly Dr.</u>	Address	_____
Lot No.	<u>74</u>	Lot No.	_____
Owner's Name(s)	<u>Nancy C. [Signature]</u>	Owner's Name(s)	_____
Address	<u>10026 Tilly Dr.</u>	Address	_____
Lot No.	<u>80</u>	Lot No.	_____
Owner's Name(s)	<u>Barbara F. [Signature]</u>	Owner's Name(s)	_____
Address	<u>10013 Tilly Dr.</u>	Address	_____
Lot No.	<u>85</u>	Lot No.	_____

Owner's Name(s) Donald & Barbara
Shelton
Address 9916 TILBAY DR
Lot No. # 70

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) Benny & Janet
Storck
Address 9929 TILBAY
Lot No. # 71

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) _____
Address _____
Lot No. _____

ASPEN VILLAGE, SECTION II
A SUBDIVISION IN ABOITE TOWNSHIP
ALLEN COUNTY, INDIANA

Owner's Name(s) Jane & Benjamin
Wright
Address 9913 RAINIER PASS
Lot No. # 67

Owner's Name(s) Quinta Shaw
Address 9908 RAINIER PASS
Lot No. # 68

Owner's Name(s) Phillip & Susan
Wright
Address 9921 RAINIER PASS
Lot No. # 66

Owner's Name(s) James & Elizabeth
Wright
Address 9924 RAINIER PASS
Lot No. # 58

Owner's Name(s) Edmond A. Form
Address 9936 RAINIER PASS
Lot No. LOT # 59

Owner's Name(s) Thomas & Jean
Address 9913 RAINIER PASS
Lot No. ET. 4/1/64, ET. 4/1/64

Owner's Name(s) Carol & Robert
Wright
Address 9919 RAINIER PASS
Lot No. LOT # 57

Owner's Name(s) Paul & Ruth
Address 9918 RAINIER PASS
Lot No. LOT # 56

Owner's Name(s) Edward & Barbara
Wright
Address 9921 RAINIER PASS
Lot No. 65

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) Kathleen & Herbert
Wright
Address 9925 RAINIER PASS
Lot No. LOT # 64

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) Michael & Jane
Wright
Address 9927 RAINIER PASS
Lot No. 63

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) Michael & Jane
Wright
Address 9929 RAINIER PASS
Lot No. 62

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) John & Mary
Wright
Address 9931 RAINIER PASS
Lot No. 61

Owner's Name(s) _____
Address _____
Lot No. _____

Owner's Name(s) John & Mary
Wright
Address 9933 RAINIER PASS
Lot No. 60

Owner's Name(s) _____
Address _____
Lot No. _____

ASPEN VILLAGE, SECTION II
A SUBDIVISION IN ABOITE TOWNSHIP
ALLEN COUNTY, INDIANA

Owner's Name(s) <u>Carl W. Baker</u> Address <u>Donald Baker</u> Lot No. <u>9913 TIFFANY DR</u> <u>89</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Donald M. Baker</u> Address <u>Donny Baker</u> Lot No. <u>10027 TIFFANY DR</u> <u>81</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Tracy M. Bondge</u> Address <u>Joseph & Thelma Stone</u> Lot No. <u>10007 TIFFANY DR</u> <u>86</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Claudia J. Buschick</u> Address <u>3604 Live Oak</u> Lot No. <u>#82</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Robert S. Yule</u> Address <u>3600 LIVE OAK BLVD</u> Lot No. <u>#83</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>WAYNE SCHMIDT</u> Address <u>0803 Tiffany Dr</u> Lot No. <u>#91</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Richard Francis</u> Address <u>10013 TIFFANY</u> Lot No. <u>84</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>SPRUE AND JOHN WRIGHT</u> Address <u>9911 Tiffany Dr</u> Lot No. <u>Fort Wayne Dr 9604</u> <u>#76</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) <u>Thomas Humberg</u> Address <u>10010 TIFFANY</u> Lot No. <u>#78</u>	Owner's Name(s) _____ Address _____ Lot No. _____
Owner's Name(s) _____ Address _____ Lot No. _____	Owner's Name(s) _____ Address _____ Lot No. _____

72

83- 22351

AN AMENDMENT TO THE
DEDICATION, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ASPEN VILLAGE, SECTION II,
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 II, 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 II, as they appear in Plat Record Book 39, pages 92 through 96 in the Office of the Recorder of Allen County, Indiana, having been recorded therein on the 25th day of July, 1977; hereby specifically amend, substitute and add to the existing covenants, restrictions and limitations the following paragraphs:

We hereby apply to the Allen County Plan Commission to amend Sub-Paragraph "e" of the General Restrictions which reads as follows:

"No fences shall be constructed to the rear of the building line on any lot in this Addition to exceed 42 inches in height. No fences shall be built in front of the building line on any lot."

and ask that the Allen County Plan Commission approve an amended restriction to read as follows:

3 (Sub "e") "No fences shall be constructed to the rear of the building line in any lot in this Addition to exceed 48 inches in height with the exception that patio fences of a wood construction only, not exceeding 72 inches in height, will be permitted provided they do not exceed 16 feet in length on either side from the exterior wall of the residence and do not exceed the width of 20 feet across and encompass no more than 320 square feet. No patio fence may be directed in such a manner as to exceed any building lines, side lines, or easement areas. No fences shall be built in the front of the building line on any lot. All fences erected in the Subdivision shall be kept structurally sound and properly maintained at all times."

We are hereby applying to amend the following described restriction:

3 (Sub "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."

and ask that the Allen County Plan Commission approve and amend the restriction as follows:

DAILY ENTERED FOR TAXATION

SEP 28 1993

Blair J. Flanagan
Recorder of Allen County, Indiana

INSTRUMENT # 6735

1993 SEP 23 AM 11:02
ALLEN COUNTY RECORDER
Blair J. Flanagan

"Each lot shall be used and occupied solely for and by a single-family residence, together with necessary appurtenances, including a garden, garden house or storage shed. All garden houses or storage sheds erected subsequent to the recording date of this Plat Amendment shall be of wood construction, not to exceed 9'0" x 12'0" in size and not to exceed 6'6" in height at the eave and not to exceed 8'0" in height at the gable. All such sheds must be harmonious in external design with existing structures and shall be kept structurally sound and the exterior properly maintained at all times."

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. If any proceeding is brought by the Corporation to enforce these or any other restrictions, and same is successful, the Corporation shall be entitled to recover all court costs and attorneys fees associated with same. Failure by the Corporation or by any owner to enforce any covenant or restriction herein contained, or any covenant, restrictions 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.

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 Jayne Mullendore, 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: Robert F. Tesch
Robert F. Tesch, President

BY: Jayne Mullendore
Jayne Mullendore, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, appeared Robert F. Tesch and Jayne Mullendore, 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 day of February, 1983.

Melanie C. Hickman
Melanie C. Hickman, Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

August 30, 1983

Prepared by Phillip A. Renz

Approved by the Allen County Plan Commission on the 23
day of March, 1983

Phillip A. Renz

WYDEN VILLAGE, SECTION 12
 A SUBDIVISION OF 40 ACRES CONVEYED BY
 ALLEN COUNTY, INDIANA

Owner's Name(s): <u>W. W. [Signature]</u>	Owner's Name(s): <u>[Signature]</u>
Address: <u>James & Muller</u>	Address: <u>10010 TIFFANY</u>
Lot No.: <u>[Signature]</u>	Lot No.: <u>78</u>
Owner's Name(s): <u>[Signature]</u>	Owner's Name(s): <u>John M. Babo [Signature]</u>
Address: <u>Garrett [Signature]</u>	Address: <u>10018 Tiffany</u>
Lot No.: <u>87</u>	Lot No.: <u>77</u>
Owner's Name(s): <u>David [Signature]</u>	Owner's Name(s): <u>Richard [Signature]</u>
Address: <u>10015 Tiffany Dr</u>	Address: <u>[Signature]</u>
Lot No.: <u>85</u>	Lot No.: <u>84</u>
Owner's Name(s): <u>Carly Baker</u>	Owner's Name(s): <u>Wayne Schmidt</u>
Address: <u>1913 TIFFANY</u>	Address: <u>4833 Tiffany Dr.</u>
Lot No.: <u>85</u>	Lot No.: <u>91</u>
Owner's Name(s): <u>[Signature]</u>	Owner's Name(s): <u>Edward Babowski</u>
Address: <u>[Signature]</u>	Address: <u>Mary Babowski</u>
Lot No.: <u>17</u>	Lot No.: <u>10034 TIFFANY DR</u>
Owner's Name(s): <u>[Signature]</u>	Owner's Name(s): _____
Address: <u>[Signature]</u>	Address: _____
Lot No.: <u>84</u>	Lot No.: _____
Owner's Name(s): <u>[Signature]</u>	Owner's Name(s): _____
Address: <u>[Signature]</u>	Address: _____
Lot No.: <u>[Signature]</u>	Lot No.: _____
Owner's Name(s): <u>Mary Lusk [Signature]</u>	Owner's Name(s): _____
Address: <u>9930 Tiffany</u>	Address: _____
Lot No.: <u>[Signature]</u>	Lot No.: _____
Owner's Name(s): _____	Owner's Name(s): _____
Address: _____	Address: _____
Lot No.: _____	Lot No.: _____

ASPEN VILLAGE, SECTION II.
 A SUBDIVISION IN ABCOTE TOWNSHIP
 ALLEN COUNTY, INDIANA

Owner's Name(s) <u>Phil Keys</u>	Owner's Name(s) _____
Address <u>8911 Kaimosi Lane</u>	Address _____
Lot No. <u>66</u>	Lot No. _____
Owner's Name(s) <u>James C. H. Smith</u>	Owner's Name(s) _____
Address <u>9024 Kaimosi Lane</u>	Address _____
Lot No. <u>58</u>	Lot No. _____
Owner's Name(s) <u>James C. H. Smith</u>	Owner's Name(s) _____
Address <u>14908 Kaimosi Lane</u>	Address _____
Lot No. <u>60</u>	Lot No. _____
Owner's Name(s) <u>TAMAS P. HUDRONY</u>	Owner's Name(s) _____
Address <u>9008 PALVER</u>	Address _____
Lot No. <u># 53 65</u>	Lot No. _____
Owner's Name(s) <u>James C. H. Smith</u>	Owner's Name(s) _____
Address <u>14908 Kaimosi Lane</u>	Address _____
Lot No. <u>60</u>	Lot No. _____
Owner's Name(s) <u>Richard M. Gennell</u>	Owner's Name(s) _____
Address <u>9929 Kaimosi Lane</u>	Address _____
Lot No. <u>63</u>	Lot No. _____
Owner's Name(s) <u>Richard M. Gennell</u>	Owner's Name(s) _____
Address <u>14908 Kaimosi Lane</u>	Address _____
Lot No. <u>60</u>	Lot No. _____
Owner's Name(s) _____	Owner's Name(s) _____
Address _____	Address _____
Lot No. _____	Lot No. _____
Owner's Name(s) _____	Owner's Name(s) _____
Address _____	Address _____
Lot No. _____	Lot No. _____

AN AMENDMENT
TO THE DEDICATION, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ASPEN VILLAGE, SECTION II,
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 II, Aspen Village, a Subdivision in Aboite Township, Allen County, Indiana, pursuant to the provisions contained in the prefatory paragraph of Part II of the dedication, protective restrictions, covenants and limitations appended to the plat of said Aspen Village, Section II, as they appear in Plat Record Book 39, pages 92 through 96, in the Office of the Recorder of Allen County, Indiana, having been recorded therein on the 25th day of July, 1977; hereby specifically amend, substitute and add to the existing covenants, restrictions, and limitations the following paragraphs:

(3) Sub "J" Any resident whose lot is located on a corner within the Subdivision or whose lot in any manner adjoins or abuts Aboite Center Road, may apply to the Board of Directors of the Aspen Village Community Corporation for permission to construct and erect a fence upon said lot. Two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, and location of the fence shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Community Association. The Board of Directors shall, by majority vote, approve or disapprove of such plans and specifications within thirty (30) days after said plans have been submitted. The plans are deemed to have been submitted only when received by the President of the Community Association. In the event the Board of Directors fails to approve or disapprove such plans within thirty (30) days after they have been submitted, then approval shall be deemed to have been given, provided that objective evidence, such as a registered letter, is available to prove that such plans were submitted. The construction of said fence shall be in accordance with the plans and specifications as submitted to and approved in writing by the Board of Directors.

The provisions hereinbefore provided for a violation or attempted violation of these covenants and restrictions shall be applicable hereto. In the event the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this article, it shall be entitled to recover from the defendant(s) reasonable attorney fees and costs incurred by the Association in such enforcement.

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 Michael Walters, its President, and Pat Biggins, 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.

DULY ENTERED FOR TAXATION

OCT 02 1989

James K. Bloom
AUDITOR OF ALLEN COUNTY

INSTRUMENT X 8170

William Cannon, Jr.

ALLEN COUNTY RECORDER

89 OCT -2 AM 11:30

ASPEN VILLAGE COMMUNITY CORPORATION

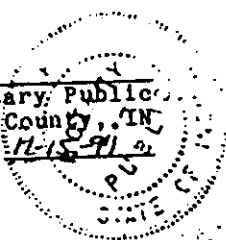
BY: Michael Walters
Michael Walters, President

BY: Pat Biggins
Pat Biggins, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, appeared Michael Walters, and Pat Biggins, known to 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 19 day of June, 1989.

Dyann F. Rupp
DYANN F. RUPP Notary Public
A Resident of Allen County, IN
My Commission Expires: 11-15-91



Approved by the Allen County Plan Commission on the 23rd
day of August, 1989.

Dennis A. Gordon
Dennis A. Gordon, AICP

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County 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.

This instrument was prepared by Phillip A. Renz, Attorney at Law.

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

Diane Durovich
Diane Durovich
(Owner's Name)
9832 Tiffany Dr.
(Address)
Lot No. 72

Thomas R Becker
LINDA D. Becker
(Owner's Name)
9818 RAINIER PASS
(Address) (Aspen Village)
Lot No. 57

Kathryn M Thaman
(Owner's Name)
9816 Tiffany Dr.
(Address)
Lot No. 70

Phil W. Wenzel
(Owner's Name)
9911 Rainier Pass
(Address)
Lot No. 66

Dian Furness
(Owner's Name)
10023 Tiffany
(Address)
Lot No. 84

Kathleen Oates
(Owner's Name)
3604 LIVE OAK
(Address)
Lot No. 82

Glenn Hughes
Bill Hughes
(Owner's Name)
9812 Rainier Pass
(Address)
Lot No. 56

Jane York
Barry York
(Owner's Name)
9921 TIFFANY DR
(Address)
Lot No. 88

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

Robert Wilson
89 Sandy Wilson
 (Owner's Name)
9912 Tiffany Dr.
St. Wayne, IN 46804
 (Address)
 Lot No. 74

James E. Boudard
& Nancy M. Boudard
 (Owner's Name)
9824 Tiffany Dr.
St. Wayne, IN 46804
 (Address)
 Lot No. 71

Niranjana B. Gandhi
Ramesh M. Gandhi
 (Owner's Name)

Wm B. Skenewald
Marene Skenewald
 (Owner's Name)

9929 Rainer Pass
 (Address)
 Lot No. 63

9917 Rainer Pass
 (Address)
 Lot No. 65

Tom Muldoon
TIM MULDOON
 (Owner's Name)
9925 RAINER PASS
 (Address)
 Lot No. 64

TAMAS P MUDRONI
 (Owner's Name)
9808 RAINER PASS
FINAYNE IN-46804
 (Address)
 Lot No. 55

Steve + Linda Lehman
Linda Lehman
 (Owner's Name)
9920 Rainer Pass
 (Address)
 Lot No. 62

Richard Smith
Conni Smith
 (Owner's Name)
9831 Rainer Pass
St. Wayne, IN 46804
 (Address)
 Lot No. 68

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

Patricia D. Young

(Owner's Name)

3608 Linn Oak Blvd

LeClare, In 46804

(Address)

Lot No. 483

Karen Burbaker

(Owner's Name)

10018 Tiffany Dr.

Ft Wayne In 46804

(Address)

Lot No. 79

James M. Roush

(Owner's Name)

10034 Tiffany Dr

(Address)

Lot No. 71

Thomas H. Roush

(Owner's Name)

10010 TIFFANY

(Address)

Lot No. 78

Michael W. Kenyon

(Owner's Name)

10026 Tiffany Dr

(Address)

Lot No. 80

Jeffrey A. Hanson

(Owner's Name)

9920 Tiffany Dr.

(Address)

Lot No. 75

Pat McGee

(Owner's Name)

10015 Tiffany

(Address)

Lot No. 85

Murray Labwert

(Owner's Name)

9904 Tiffany Dr

(Address)

Lot No. 73