

# Covenants, Restrictions, Limitations, Easements & By-laws for the ABOITE MEADOWS ASSOCIATION OF HOMEOWNERS

RECORDED  
12/22/2004 08:53:10  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Doc. No. 204090984  
Receipt No. 61546  
MISL 2.00  
MISL 3.00  
MISL 96.00  
DCFD 3.00  
Total 110.00

Allen County, Indiana

Effective as of January 1, 2005

**Preface:** All lots in Aboite Meadows (Sections A, B, C, Blocks 1-5, Lots 1-182) shall be subject to and impressed with these covenants, restrictions, limitations, and easements. These provisions are for the benefit of all owners and shall run with the land, and shall be included in Aboite Meadows sub-division, including any legal representatives, heirs, successors, grantees, or assigns. The owner or owners of any property will be expected to abide by the following items, both present and future. This revised and updated document will replace and supercede all previous documents for Aboite Meadows, and shall become the governing document to be followed, and said community association is bound by its Articles of Incorporation, its Covenants, and its By Laws. This document will run with land and will govern the Association for 20 years after date of adoption, will have an automatic 10 year renewal for an additional 10 years, and every 10 years following, unless amended by 60% of the membership during the terms.

The terms of this document will be in force as follows: (1) All "building" matters new with this document shall be followed for any "new" situation (additions, new structure, etc.), with current structures being accepted as "grandfathered." - See Article VIII, Section B; (2) All "lot use" items new with this document will be followed beginning on the first day of the year that follows the date of the document's acceptance - See Article VIII. All other matters of this document and those carried from former documents of the Association will be or continue to be effective immediately with the date of acceptance. This document will supersede previous documents regarding these matters.

## Article I. DEFINITIONS

- (1) "Association" shall mean and refer to Aboite Meadows Association, Inc. (Sometimes referred to also as "Corporation.")
- (2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of Aboite Meadows.
- (3) "Common Area" shall mean any property owned and maintained by the Association for the common good of the Association.
- (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 is or may be erected in accordance with the restrictions herein set out or such further restrictions as may be imposed by any zoning ordinance.
- (5) "By-Laws" shall mean the By-laws adopted by Aboite Meadows Association, Inc. and all amendments thereto.
- (6) "Board" shall mean the Board of Directors (which may sometimes be called "Block Captains").
- (7) "Proxy" shall mean a vote that is cast via a paper ballot, one per owned lot of an association member, said proxy ballot being provided by the Association Board when deemed appropriate, and used in lieu of attendance at a stated meeting for the purpose of a vote.

referencing

- Sec. A - Lots 1-20 - Plat Bk. 25, Pg. 86
- Sec. A - Lots 1-20 (prepared by) Plat Bk. 27
- Sec. B - Lots 21-44 - Plat Bk. 27, Pg. 13
- Sec. C, Bk. 1 - Plat Bk. 29, Pg. 10-11
- Sec. C, Bk. 2 - Plat Bk. 31, Pg. 305
- Sec. C, Bk. 3 - Plat Bk. 31, Pg. 98
- Sec. C, Bk. 3 (Amended) - Plat Bk. 32, Pg. 43 #70-352
- Sec. C, Bk. 4 - Plat Bk. 34, Pg. 10-11 #72-8633
- Sec. C, Bk. 5 - Plat Bk. 37, Pg. 85-87 #75-15832

04-23242

ALLEN COUNTY AUDITOR'S NUMBER

AUDITOR'S OFFICE  
Duly entered for taxation. Subject to final acceptance for transfer.

DEC 20 2004

*Elizabeth A. Glaser*  
AUDITOR OF ALLEN COUNTY

MAIL RONALD L. KERR

2963 Pennsylvania Circle



35 Article II: NAME AND MEMBERSHIP

- 36 (A) The name of the Corporation is Aboite Meadows Community Association, Inc.  
37 (B) Every owner of a lot which is located within Aboite Meadows is subject to assessment as hereunder  
38 provided. Membership in the Aboite Meadows Community Association, Inc. (hereafter known as the  
39 Association) is transferable only by a sale of the lot to which it is appurtenant, and a lot owner may avoid  
40 membership only by selling said property.  
41 (C) All articles of incorporation and the corporation's regulations and by-laws are deemed to constitute a  
42 contract between individual lot owners and the Association.

43 Article III: PURPOSES

44 The purposes for which the Corporation is formed are:

- 45 (A) To exist for the improvement and development of the neighborhood area encompassed by this  
46 Association, and to provide for the solution of community problems through collaboration with other  
47 individuals and groups. It shall function as a nonpartisan, nonsectarian and not-for-profit organization in  
48 order to promote the social welfare and neighborliness among its members.  
49 (B) To provide for the care, improvements and maintenance of the community, its entrance ways, public  
50 casements, parkways, grass plots, streets, and other open spaces and other features of the subdivision, both  
51 those that now exist and those erected therein and dedicated to the Association's use.  
52 (C) To cooperate with the owners of all vacant and unimproved land lots now existing or which hereafter  
53 shall exist in said subdivision in keeping them in good order and sightly condition, preventing such of  
54 becoming a nuisance or detriment to the appearance of the subdivision. The Association will take action,  
55 when necessary, in reference to any vacant or unimproved land as may be necessary or desirable to keep  
56 the value of the subdivision from decreasing.  
57 (D) To aid and cooperate with the members of the Association and all property owners in said subdivision  
58 in the enforcement of such conditions, covenants, and restrictions appurtenant to their property as are now  
59 in existence, and to counsel with the appropriate governmental agencies and/or leaders which may have  
60 jurisdiction relating to zoning or other matters in which they would be of assistance.  
61 (E) To arrange social and recreational functions for its members.  
62 (F) To exercise, through its Board, any and all powers which may be delegated by the members of the  
63 Association.  
64 (G) To refrain from engaging in any political activity or pursue political purposes of any kind or character.

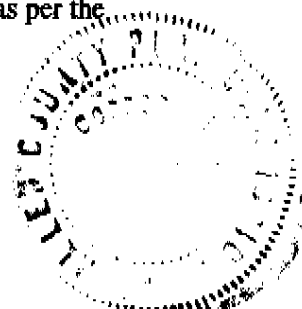
65 Article IV: TERM OF ASSOCIATION

66 The period during which the Corporation shall continue is perpetual.

67 Article V. MEMBERSHIP AND RIGHTS THEREOF

68 Membership and voting rights:

- 69 (A) Members shall be entitled to one vote per household in person or by proxy executed in writing at  
70 meetings of members, and shall be entitled to be on the Board of Directors and hold office, subject to the  
71 limitations that each legal residence shall be entitled to only one vote.  
72 (B) There shall be only one membership vote irrespective of the amount of land or number of lots owned.  
73 (C) A property owner may assign membership by proxy to a tenant. It is up to the tenant and landlord to  
74 determine who pays dues and who has voting rights.  
75 (D) Membership transfers as the property transfers.  
76 (E) All lot owners or tenants within the area encompassed by this Association will be members in this  
77 Association, paying assessed annual dues and any other special assessments so agreed to as per the  
78 covenant and by-laws of the Association.



79 (F) Where any lot or portions of any lot are owned by two or more persons, such owners shall jointly have  
80 but one vote in the proceedings of this Association. The owner or owners are entitled to participate in the  
81 functions of the Association and to cast a vote in matters which come before the Association, so long as the  
82 annual dues have been paid.

83 Article VI: ORGANIZATION

84 A. Meetings:

85 (1) Annual Meeting: An annual meeting of the Association will be held for the membership in October of  
86 each year. The time and place will be determined by the Board of Directors. The purpose of the meeting  
87 will be to (a) hear any reports of committees or officers, (b) elect Directors for the coming year, and (c) to  
88 conduct any other business deemed appropriate.

89 (2) Special Meetings: Special meetings of the Association may be called by the President, a majority of the  
90 Board of Directors, or by the Association's Secretary should a written request from at least one-tenth  
91 (10%) of the members who have voting rights, such request stating the business to be considered. Any  
92 special meeting and such information related to that meeting shall be distributed to all Association members  
93 not less than ten (10) days prior to date of meeting.

94 (3) Notice of Meetings: Written notices, stating the date, place, and time of any meeting of the membership  
95 shall be delivered personally or by mail to each member entitled to vote at any such meeting. Such notice is  
96 to be given in an adequate manner prior to the meeting, which is to include the purpose and expected  
97 content of the meeting. The first notice of all meetings must be distributed personally or received by mail  
98 not less than ten (10) days prior to the date of the meeting.

99 (4) Quorum: Provided all requirements of notification and proxy votes are used, any meeting of the full  
100 membership shall allow those in attendance to vote, with the Board voting the proxy votes, and 51% of the  
101 vote shall count on the issue(s) before the Association, unless otherwise noted in this covenant or by-laws.

102 (5) Proxies: Unless otherwise noted in this covenant and by-laws document, at any meeting of the  
103 membership, a member is entitled to vote by proxy, provided such vote is in writing by the member, is duly  
104 signed, and is received by an officer or a member of the Board of Directors prior to the time of the stated  
105 meeting. The proxy vote is valid only for the issue for which the vote is cast, and is not valid beyond the  
106 meeting for which the proxy was cast. The Board shall decide the procedure used for the acquisition of  
107 proxy votes.

108 (6) Parliamentary Procedure: Unless agreed to by 51% of those present at any meeting, Roberts' Rules of  
109 Order shall be the parliamentary guide and govern the proceedings of the Board and Association when not  
110 in conflict with any specific provisions of this document.

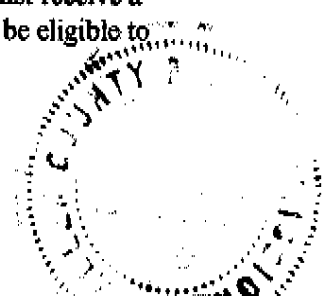
111 B. Board of Directors:

112 (1) Number: The number of Directors shall be no less than three and shall be set by the Association's  
113 members. The preferred number is eight, with one person representing a section of occupied homes  
114 (approximately 15 homes per Director). If the Association grows in the number of homes, an appropriate  
115 division and number of directors should be reconfigured.

116 (2) Listing: The names and addresses of the Board shall be annually listed for the membership in printed  
117 form, and distributed to each lot location or owner either personally or by mail.

118 (3) Powers: The Board shall have the responsibility of the business of the Association, and is to see that the  
119 provisions of the Association's documents are followed within the membership.

120 (4) Election and Qualifications: Directors shall be members of the Association. They shall be nominated,  
121 voted on, and elected by the membership in open forum at the Annual Meeting of the Association.  
122 Nominees may come from a Nominating Committee or from the floor at the Annual Meeting. All nominees  
123 must be in agreement with their name being presented and nominated. Elected persons must receive a  
124 plurality of the votes cast. Not more than one person from the same legal residence shall be eligible to



125 serve as a Director or an officer.

126 (5) Term: Each Director will serve for a term of one year, ending with the calendar year. There is no  
127 limitation as to the number of consecutive years a Director may serve.

128 (6) Vacancies: Should a vacancy on the Board occur due to resignation, cessation of membership, death,  
129 or incapacity, the position shall be filled by a majority vote of the remaining Board members, and any  
130 person so elected shall hold office for the remainder of the unexpired term.

131 (7) Quorum: A two-thirds (2/3) majority of the Board shall be necessary to constitute a quorum for the  
132 transaction of any business.

133 (8) Meetings: The Board shall meet a minimum of four (4) times a year. They shall meet within six (6)  
134 weeks of the Annual Meeting of the Association for the purpose of organization, election of officers, and  
135 the consideration of any other business that may be brought to the meeting. No public notice of this  
136 meeting is necessary. Elected at this meeting is to at least be the following: President, Vice-President,  
137 Secretary, Treasurer, said officers to come from the members of the Board.

138 Special meetings of the Board may be called by the President or by a minimum of four (4)  
139 members of the Board, said meeting notice to be personally delivered or received by mail at least 10 days  
140 prior to the meeting, and such notice is to include the topic or issue for which the meeting is called.

141 (9) Voting: Each member of the Board who is present in person at a meeting of the Board shall be entitle to  
142 one (1) vote upon any and all questions properly coming before the meeting.

143 (10) Removal: Fifty one percent (51%) of the membership must vote for dismissal to remove a member  
144 from the Board.

145 C. Officers:

146 (1) President: The President shall be the executive officer of the Association, and shall preside over all  
147 meetings of the membership and the board. He shall be an ex-officio member of all Association committees,  
148 and shall have the general powers and duties of supervision and management usually vested in the office of  
149 President of a corporation.

150 (2) Vice-President: The Vice-President shall perform the duties and exercise the powers of the President  
151 during the absence or disability of the President.

152 (3) Secretary: The Secretary shall attend all meetings of the Membership and the Board, and shall preserve  
153 in the books of the Association true and approved minutes of all such meetings. The Secretary shall give  
154 all notices required by statute, by law, by resolution, and shall perform such other duties as may be  
155 delegated to him or her by the Board. Should the Secretary be unable to attend any meeting due to  
156 circumstances or disability, the Secretary may ask another Board member to assist him or her in the duties  
157 proscribed herein.

158 (4) Treasurer: The Treasurer shall have custody of all corporate funds and securities, and shall keep in the  
159 books belonging to the Association full and accurate accounts of all receipts and disbursements. The  
160 Treasurer shall deposit all monies in the name of the Corporation/Association in such depositories as may  
161 be designated by the Board, and shall disburse funds as approved and directed by the Board. If required by  
162 the Board, the Treasurer will furnish a proper fidelity bond related to the office held. The Treasurer will  
163 mail out notices regarding dues or assessments and will collect same for deposit and use. The Treasurer  
164 shall maintain three accounts for the Association:

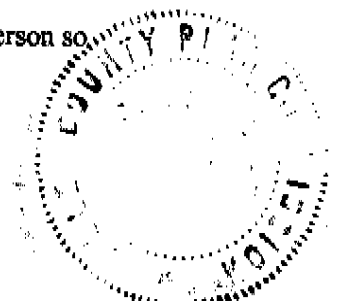
165 (a) A Checking Account: to handle normal budget items.

166 (b) An Emergency Savings Account, the minimum limit to be set by the board, with the suggested  
167 limit it be equal to at least one year's total dues of the Association.

168 (c) A "Street Repair" Account, to be used for maintenance of traffic patterns of the Association.

169 (5) Term: The term of each officer shall be for one (1) calendar year, unless the officer resigns, is removed  
170 from office, or has some other situation that prevents the officer from serving out the term.

171 (6) Vacancies: A vacancy in any office may be filled by appointment by the Board. The person so



172 appointed will fill the unexpired term of the officer he or she replaces.

173 (7) Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person  
174 shall hold more than one of any other office.

175 (8) Compensation: Officers of the Association shall be compensated for the services they render the  
176 Association by having their annual dues waived. This provision shall be subject to the approval of the  
177 Association at each Annual Meeting.

178 D. Committees:

179 (1) Appointment: Committees for any purpose of not less than three (3) members may be appointed by the  
180 Board. The President shall ask one of the committee members to serve as Chair of the committee.

181 (2) Duties: The duties of the committee shall be outlined for them by the Board, and they will carry out  
182 said duties to the best of their abilities.

183 Article VII: FINANCES

184 A. All monies collected by the Association shall be turned over to the Treasurer for safe keeping, handling,  
185 accounting, and disbursing. The Treasurer will keep proper accounting books on all Association monies.  
186 The names on the accounts will be Aboite Meadows Community Association, Inc., and any check drawn  
187 thereon must bear the signature of two (2) of the three (3) following listed officers: President, Vice-  
188 president, Treasurer, unless otherwise approved by the Board.

189 B. Budget: Each year, the President shall appoint a Finance Committee by August 1 that will prepare and  
190 present a budget for the Association at the Annual Meeting in October. This budget shall include expected  
191 bills and statements, any Association-wide expenses for social activities, and costs related to maintenance  
192 of common areas. The budget shall not exceed anticipated income from dues and fees from Association  
193 members, and shall not incur debts or obligations without a majority of members approving of same, with  
194 the exception of long-term projects (eg. Street repairs, etc.).

195 C. Audit: The President shall annually appoint a committee to audit the financial books of the Treasurer.  
196 Such audit shall be reported to the Association's Board first, and, after Board approval, the results shall be  
197 shared in writing with the membership of the Association.

198 D. Dues: Annual dues for the maintenance and benefit of the Association shall be uniform on each  
199 member. The amount of dues for the coming year are to be presented by the Board at the Annual Meeting,  
200 and must be approved by 51% of those present for the Annual Meeting. Dues will be due by December 31  
201 of the current year for the coming Calendar Year, such notice of dues being mailed out and collected by the  
202 Association Treasurer. Dues paid is a condition to the right to vote on any matter before the Association  
203 and to remain in good standing in the Association.

204 E. Special Assessments: Special assessments of the members may be made from time to time if it is  
205 deemed that such assessment is in the best interests of the Association. Special assessments shall be  
206 uniform on each member. Any special assessment must first be submitted to a vote of Association  
207 members at a meeting where notice of the proposed special assessment is given in accordance with calling a  
208 special meeting. Special assessments will require an affirmative vote of 70% of the members, such vote  
209 being taken in a way that every member has an opportunity to vote.

210 F. Non-payment of Dues or Assessments:

211 (1) Dues: Should the annual dues be not paid within 30 days of the due date of December 31 of the current  
212 year (for the coming calendar year), the Board shall have the responsibility of following up in the following  
213 manner:

214 a. A second billing will incur a late fee, set annually by the Board.

215 b. If a third billing is necessary, the Board is entitled to collect for the Association any cost of dues  
216 and fees (attorney fees, etc.), and to file a lien on the property for dues and fees owed the  
217 Association, if necessary. See "F-(3)(4)" for costs, etc. associated with the lien process.



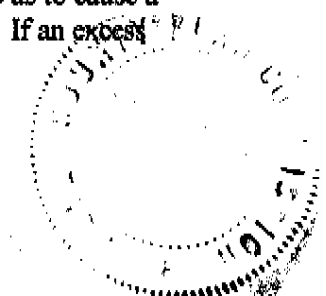
- 218 (2) Assessments: Should any duly agreed-to assessment not be paid on the due date by any member, the  
219 Board shall have the responsibility of assessing fees and a lien as per the process used for delinquent dues  
220 (see "F-(1)-a, b." prior to this article).
- 221 (3) Effect of Non-payment of Dues and Assessments, Creation of Lien and Personal Obligation: Each  
222 owner, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it  
223 shall be so expressed in such deed, is deemed to covenant and agree to pay the Association any annual dues  
224 and/or any other assessments agreed to by the Association as to be collected. The annual or special  
225 assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and  
226 shall be a continuing lien upon the property against which each such assessment is made. No owner may  
227 waive or otherwise escape liability for annual or special assessments provided herein by non-use of any  
228 common area or abandonment of his or her lot.
- 229 (4) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be  
230 subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.  
231 However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof,  
232 shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.  
233 No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from  
234 the lien thereof.
- 235 (5) Enforcement: The Association shall have the right to enforce these financial procedures by any  
236 proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or  
237 hereafter imposed by the provisions of these covenants and by-laws. Failure of the Association to enforce  
238 these financial matters shall in no event be deemed the waiver of a right to do so thereafter. (See Article IX  
239 for more enforcement information)

240

#### Article VIII: GENERAL PROPERTY PROVISIONS

241 A. Use of Lot:

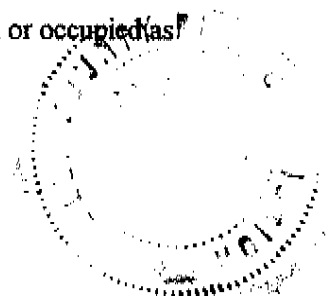
- 242 (1) No lot shall be used except for residential purposes. No structures shall be permitted on any lot or  
243 parcel therein, except as related to a single family dwelling with attached two car garages.
- 244 (2) No structure shall be erected or located on any lot nearer to the street than the building line shown on  
245 the plat. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. No structure  
246 shall be erected nearer the side property line than ten (10) feet or 10% of the lot width, whichever is  
247 greater. Both side yards combined shall meet or exceed 25% of the lot width.
- 248 (3) All storage tanks for fuels shall be underground or located inside the dwelling or  
249 garage/shed/outbuilding.
- 250 (4) No trailer, camper, camping trailer, tent, shack, garage, boat, boat trailer, or any other non-permanent  
251 structure shall be allowed on the lot except for a few days of preparation for use and a few days of  
252 preparation for storage. The maximum allowance for such preparations each calendar year shall not  
253 exceed a total of 20 days.
- 254 (5) Abandoned property will be dealt with by the Board following the jurisdictional laws of the community,  
255 with lot owners reimbursing the Association for any costs involved in actions taken, such as lawn care,  
256 waste removal, or other needed care.
- 257 (6) No rain or storm water run-off, or such things as roof water, pavement and surface water, caused by  
258 natural precipitation shall at any time be discharged into, or permitted to flow into, the Sanitary Sewage  
259 System. Said surface water will be discharged into the Storm Water System. No Sanitary Sewage shall at  
260 any time be discharged or permitted to flow into the above mentioned Storm Water System. No rain,  
261 storm, runoff, or sump pump discharge may be run off onto the streets in an excess way so as to cause a  
262 dangerous situation of health or safety concerns or shall be an inconvenience to neighbors. If an excess



263 situation develops, the board may ask the property owner to appear and explain the situation. It is  
264 recommended that sump pumps should be properly set from the top, and should have a radon-shielding lid  
265 (this will reduce pump use, avoid pumping ground water, safe-guard home from radon, etc.).  
266 (7) No accumulation of debris, junk, trash, non-driveable vehicles, or garbage, except that which is normal  
267 to household usage shall be permitted. Such accumulations from household operation shall be kept in  
268 closed containers inside or at the rear of the dwelling, and be properly disposed of. No garbage burning is  
269 permitted.  
270 (8) Easements upon, under and over the rear or side lines of lots, as shown on the plat, are reserved for the  
271 construction, installation and maintenance of public utilities for the benefit and use of the subdivision. Any  
272 structure, shrubbery, trees or other installation thereon, whether temporary or permanent, shall be subject  
273 to the paramount right of the utility to install, repair, maintain or replace components of the system, and the  
274 utility in no way will be obligated to restore the obstruction to its original form or shall the utility be held  
275 for damages. Further, no owner shall erect on a lot, or grant to any person, firm, or corporation the right,  
276 license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities  
277 of any kind for any utility service or for electrical, telephone, or television service (except such poles and  
278 overhead facilities that may be required at those places where distribution facilities enter or leave the  
279 subdivision). Nothing contained in these covenants shall be construed to prohibit street lighting or  
280 ornamental yard lighting serviced by underground wires or cables.  
281 (9) All streets and easements are expressly dedicated to public use for their usual and intended purposes.  
282 (10) No noxious or offensive trade or commercial activity shall be permitted on any lot. This includes the  
283 prohibition of animals, livestock, or poultry being raised, bred, or kept on any lot for commercial purposes  
284 (household pets, of course, are excepted).  
285 (11) All residents should seek to be considerate of their neighbors regarding volume of sound, lighting, and  
286 social activities. All special lighting and sounds should be confined to one's own property after 11:00 p.m.  
287 at night, with the exceptions being national holidays (egs. July 4 and December 31). No behavior that is  
288 offensive to neighbors is permitted on any lot. It will be the responsibility of the Board to deal with those  
289 responsible for such behavior when such is reported to the Board, and the Board shall take appropriate  
290 action to correct the situation. The Board, upon continued complaints, is allowed to do enforcement (See  
291 Article IX).  
292 (12) All vehicles belonging to a lot owner or to a resident living on a lot owner's property, along with  
293 vehicles belonging to overnight guests, are requested to be parked off the streets during hours of darkness.  
294 Only guests who are short-term (not overnight) guests are to park on the street along the curb by the  
295 location being visited. When 2" or more of snow is anticipated or has fallen, ALL vehicles are to be off the  
296 streets for the purpose of snow removal.  
297 (13) No lot or combination of lots may be further subdivided until approval for such subdivision has been  
298 obtained from the Plan Commission.  
299 (14) All current or future sidewalks are the obligation of the lot owners, and once installed, their  
300 continuance shall be the obligation of the lot owner(s) of those lots.

301 **B. Structures:**

302 (1) No new residence or a residence being rebuilt shall exceed two stories in height; nor shall any residence  
303 be permitted, the ground floor area of which, exclusive of open porches and garages, is less than one  
304 thousand one hundred square feet (1,100 sq. ft.) for a two-story and not less than one thousand five  
305 hundred square feet (1,500 sq. ft.) for a one story residence.  
306 (2) No residence shall be placed or permitted on any parcel or lot having an area of less than twelve  
307 thousand square feet (12,000 sq. ft.).  
308 (3) Before any residence on any lot or tract in the confines of the Association shall be used or occupied as



309 a dwelling, the developers shall install or have installed all improvements serving said lot or tract as  
310 provided in the plans and specifications filed with the proper governmental agencies, and shall have the  
311 appropriate permits and certificates for occupancy.

312 (4) Sheds are permitted under the following conditions:

313 (a) They are to be constructed of an all-wood frame. The exception to this would be to have a  
314 wood frame and shingled and sided with the same material and color as are the shingles and siding  
315 of the residence for which the shed is to be used. No shed is to be made of rubber, plastic, or  
316 metal.

317 (b) The size of the shed is to be no larger than 12 feet by 16 feet in floor space and no more than  
318 12 feet high.

319 (c) The exterior is to be of quality construction and is to blend with the residence using the shed.  
320 The shed is also to be adequately maintained in appearance.

321 (d) Appropriate laws and rules of the jurisdiction (permits, certificates, etc.) are to be carefully and  
322 fully followed.

323 (5) Except for the restrictions and guidelines herein concerning the size and construction of garden sheds,  
324 no structure of a temporary character or any unattached structure or other out-building of any kind  
325 whatsoever shall be either used or located on any lot at any time or used as a residence, either temporarily  
326 or permanently.

327 (6) No radio or television antenna will exceed the standards of the FCC in size of grid area or shall attain a  
328 height in excess of six (6) feet above the highest point of the roof of any dwelling house. No free standing  
329 radio or television antenna shall be permitted on any lot.

#### 330 Article IX. ENFORCEMENT

331 A. The Association's Board shall have the right to enforce, by any proceeding the law or in equity, all  
332 restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the  
333 provisions of the covenants or restrictions herein contained. Failure by the Board to enforce any covenant  
334 or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

335 B. The Board will meet around the beginning of each calendar year to set the procedures for enforcement,  
336 and will, in writing, notify all property owners of the process to be used that year.

337 C. The members of the Board will not be held personally liable when doing Association business in a  
338 proper authorized manner; the Association, as a whole, will stand responsible for its actions and  
339 procedures.

340 D. Lot owners involved in non-compliance will be liable for all costs incurred by the Association in  
341 bringing the lot into compliance.

#### 342 Article X. AMENDMENTS

343 These by-laws may be amended, modified, altered, repealed, or added to by the affirmative vote of 60% of  
344 the membership, provided such notice of amendment or amendments and the nature thereof shall have been  
345 given to the membership of the Association at least ten (10) days prior to the date when voting shall  
346 commence. Property owner signatures shall be required for the 60% affirmation of said amendment(s),  
347 and they may, by their signature, authorize the officers of the Association to appear on their behalf before a  
348 Notary Public, and further authorize the officers of the Association to file any required documents with the  
349 appropriate government offices (egs. Plan Commission, Recorder, etc.).

350 The provisions of the Indiana General Not-for-profit Corporation Act, applicable to any of the  
351 matters not specifically covered by these by-laws, are hereby by reference incorporated in and made a part  
352 of these by-laws.





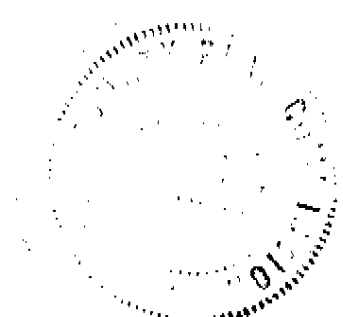
353

Document Preparation:

354 **This document was prepared by the following committee:** Douglas Dusseau, Greg Shell,  
355 Stephen Cervi, Glenn Baker, and Ronald Kerr (Chairperson).

356 The process followed took 15 months, with opportunities for input from the Association members  
357 given at several points throughout this time period.

358 Officers of the Association at the time of preparation were:  
359 Norman Current (President), Ronald Kerr (Vice-president), Connie Lipp (Treasurer)



**Aboite Meadows Community Association  
Affirmation of Signatures for the Approval  
of the Updated Covenant and By-laws of The Association**

We, the officers of the Aboite Meadows Community Association, do hereby with the giving of our signatures affirm that the block captains who have affixed their signatures to their areas of responsibility, have personally acquired each and every signature attached hereto, and likewise affirm the truth that said signatures represent a lot owner who approves the new update of the Association's covenant and by-laws.

Done this date of October 27, 2004

Norman E. Current  
Norman E. Current, President

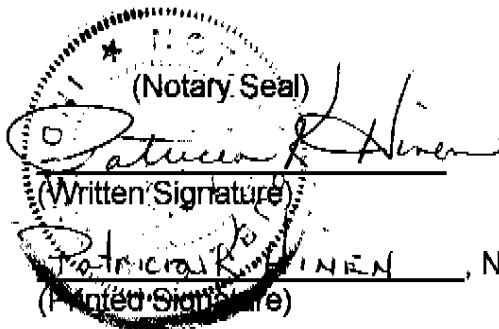
Ronald L. Kerr  
Ronald L. Kerr, Vice-president

Constance A. Lipp  
Constance A. Lipp, Treasurer

NOTARY ACKNOWLEDGMENT

State of Indiana  
County of Allen

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the above officers of the corporation and acknowledged the execution of the attached revision of their covenant and by-laws.



My commission expires: 1/17/2008 Witness my hand and Notarial Seal this 27th day of OCTOBER, 2004

This instrument was prepared by Patricia K. Hinen  
(Name)

9310 COVINGTON RD FT. WAYNE IN 46804  
(Number and Street) (City) (State) (Zip Code)

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
Aboite Township, Allen County, Indiana

**Block Captain Verification Form**

I, Norman A. Wood, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: 10-2, 2004

Signed:   
Norman A. Wood

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Mary Jane Platt 3809 E. Saddle Drive	9-22-04	<i>Mary Jane Platt</i>
Denise D. Parrish 3819 E. Saddle Drive	9-22-04	<i>Denise D. Parrish</i>
Christina LeSure 3829 E. Saddle Drive	9-22-04	<i>Christina LeSure</i>
Tara Ambrose 3839 E. Saddle Drive	9-22-04	<i>Tara Ambrose</i>
Helen DeLancey Nancy DeLancey 3905 E. Saddle Drive	9-22-04	<i>Helen DeLancey</i>
Norman A. Wood Jeanenne Wood 3915 E. Saddle Drive	9-22-04	<i>Norman Wood</i>
Rosann Thayer 3925 E. Saddle Drive	9-22-04	<i>Rosann Thayer</i>

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Donald R. Graham Shirley A. Graham 4001 E. Saddle Drive	9/22/04	<i>Shirley A. Graham</i>
Yvonne L. Tharp 4011 E. Saddle Drive	9/22/04	<i>Yvonne Tharp</i>
Helen Hoover 4031 E. Saddle Drive	9/22/04	<i>Helen Hoover</i>
Harold E. Furniss Dorothy C. Furniss 4033 E. Saddle Drive	9/22/04	<i>Harold Furniss</i>
Ronald C. Knepper Carolyn S. Knepper 4107 E. Saddle Drive	9-22-04	<i>Carolyn S. Knepper</i>
<del>Jeffrey S. Patterson</del> Marsha C. Patterson <i>ORT</i> 4117 E. Saddle Drive	9-24-04	<i>Marsha Ort</i>
Walter W. Zent Phyllis A. Zent 4127 E. Saddle Drive	9-28-04	<i>Walter Zent</i>

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
**Aboite Township, Allen County, Indiana**

**Block Captain Verification Form**

I, Ronald L. Kerr, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: October 4, 2004

Signed: Ronald L. Kerr  
Ronald L. Kerr







**Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana**

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

<b>Names &amp; Address</b>	<b>Date</b>	<b>Signature (only one per location)</b>
Ronald L. Kerr Natalie J. Kerr 3903 Spurwood Circle	9-13-04	<i>Ronald L. Kerr</i>
Jeffrey Deetz 3905 Spurwood Circle	9-18-04	<i>Jeffrey Deetz</i>
Ward P. Moya Cindy A. Stewart-Moya 3906 Spurwood Circle	9-18-04	<i>Ward P. Moya</i>
Michael A. Barranda Lisa A. Barranda 3907 Spurwood Circle	9-21-04	<i>Lisa A. Barranda</i>
Douglas D. Dusseau Marjorie M. Dusseau 3909 Spurwood Circle	9-13	<i>Marjorie M. Dusseau</i>
Robert D. Ruch Deborah S. Ruch 3910 Spurwood Circle		
Robert James Martinez Ann Moore 3911 Spurwood Circle	9-21-04	<i>Robert James Martinez</i>

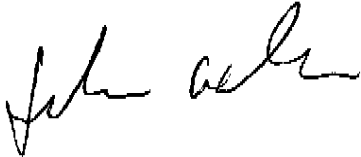
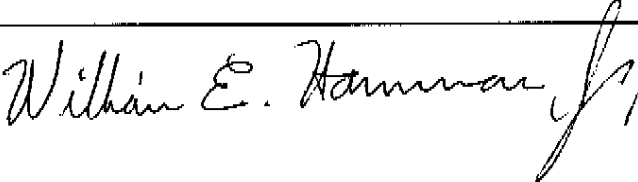
Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
William K. Stewart Susan K. Stewart 3915 Spurwood Circle	9/18/04	<i>Susan K. Stewart</i>
Arthur B. Droste 3921 Spurwood Circle	9-25-04	<i>Arthur B. Droste</i>
Harold G. Baker Rosemary Baker 3922 Spurwood Circle	9-18	<i>Rosemary Baker</i>
Merle W. Long 3929 Spurwood Circle	9/18/04	<i>Merle W. Long</i>
Ransome L. Sandefur Lela A. Sandefur 3932 Spurwood Circle	9/18/04	<i>Ransome L. Sandefur</i>
Rodney Wayne Schroeder Maureen Sue Schroeder 4005 Spurwood Circle	9/23/04	<i>Maureen Sue Schroeder</i>
Dennis J. Swihart Marcella D. Swihart 4008 Spurwood Circle	9/24/04	<i>Marcella D Swihart</i>

**Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana**

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Joshua W. Kunkle 3512 E. Saddle Drive	9/28/04	
Thomas R. Fuelling 3522 E. Saddle Drive		
William E. Hammons, Jr. Helen Kathleen Hammons 3530 E. Saddle Drive	Sept 28, 2004	

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
**Aboite Township, Allen County, Indiana**

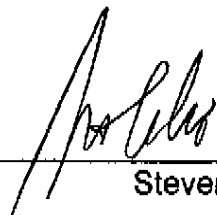
**Block Captain Verification Form**

I, Steven A. Cervi, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: October 3, 2004

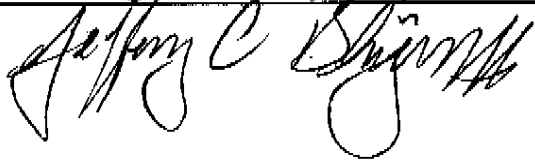

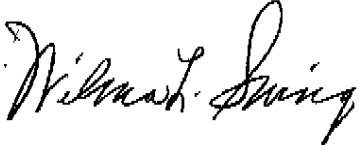
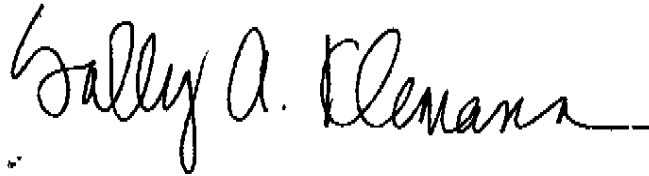
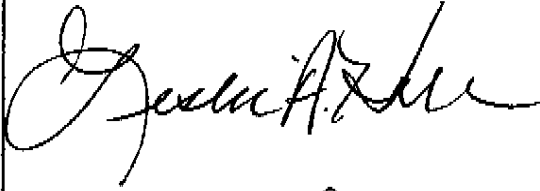
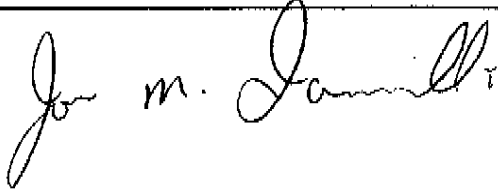
Signed: \_\_\_\_\_



Steven A. Cervi



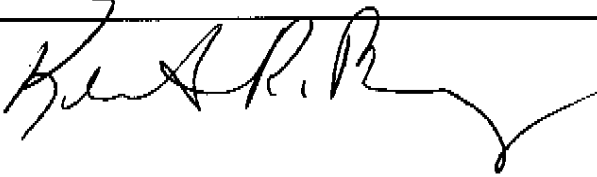
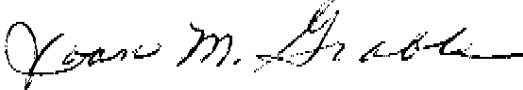

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Jeffrey C. Blierjerveld Charlene Blierjerveld 3712 Turf Lane	9/30/04	
Mark R. Sherbondy Cheryl A. Sherbondy 3720 Turf Lane	10/2/04	
Wilma L. Swing 3726 Turf Lane	9/26/04	
Tarrell Muhammad Rhonda Muhammad 3810 Turf Lane		
Sally A. Klemann 3818 Turf Lane	10-1-04	
Leslie A. Hall 3826 Turf Lane	9/26/04	
Jon M. Iannucilli Susan J. Iannucilli 3827 Turf Lane	9/26/04	

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Joseph F. Heiny Patricia E. Heiny 3610 Turf Lane	10/2/04 No.	
Douglas L. Settle 3620 Turf Lane	10/3/04	
Bradley J. Stoffel 3621 Turf Lane	10/2/04	
Timothy W. Gray Annette M. Gray 3630 Turf Lane	10/3/04 No.	
Kenneth R. Behny Susan A. Behny 3633 Turf Lane	10/3	
Joan M. Grable 3702 Turf Lane	9/30/04	
Steven A. Cervi Pamela A. Cervi 3707 Turf Lane	9/26/04	

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Susan A. Frazier 9802 Bronco Dr	10-2-07	<i>Susan Frazier</i>
Walter A. Gordon Amy J. Gordon 3502 Turf Lane		
Robert C. Spuhler Linda L. Spuhler 3508 Turf Lane		
Kelly B. McCraner Jana Irvine <del>McCraner</del> 3519 Turf Lane	10/2/07	<i>Jana Irvine</i>
Chad S. Hormann 3522 Turf Lane	10/2/07 NB	
Harold E. Burgess Billie Jo Burgess 3534 Turf Lane		
Nicole Osborne Grove 3607 Turf Lane		

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
Aboite Township, Allen County, Indiana

**Block Captain Verification Form**

I, Douglas D. Dusseau, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: Oct 4, 2004

Signed: \_\_\_\_\_

  
Douglas D. Dusseau



Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Rosemary G. Long 3812 E. Saddle Drive	9/25/04	<i>Rosemary G Long</i>
Dennis A. Norman Linda S. Norman 3828 E. Saddle Drive	9-25-04	<i>Dennis A Norman</i>
Terry Closson Norma Closson 3838 E. Saddle Drive	9-25-04	<i>Terry Closson</i>
Charles W. Lane, Jr. Heather L. Lane 3906 E. Saddle Drive	9/25/04	<i>Heather L. Lane</i>
Edgar R. Dean, Jr. Mary Dean 3916 E. Saddle Drive	9/25/04	<i>Edgar R. Dean Jr.</i>
Carol E. Rupright 3926 E. Saddle Drive		
Harlan A. Schultz 4002 E. Saddle Drive	9.25.04	<i>Harlan A. Schultz</i>

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Karen Marie Sheedy 4012 E. Saddle Drive	9/25/04	<i>Karen Marie Sheedy</i>
<span style="position: absolute; left: -40px; top: 50%; transform: translateY(-50%); font-size: small;">9/24</span> Carl E. Hess Wilma L. Hess 4022 E. Saddle Drive		
George S. Wagner Geraldine A. Wagner 4032 E. Saddle Drive		
Carol Murphy 4108 E. Saddle Drive		
Robert G. Kinerk Patricia Kinerk 4118 E. Saddle Drive	9/24/04	<i>Robert G. Kinerk</i>
Tige Copeland 4128 E. Saddle Drive		(TENANT)

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
Aboite Township, Allen County, Indiana

**Block Captain Verification Form**

I, Ann M. Holsinger, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: Oct 5, 2004

Signed: Ann M. Holsinger  
Ann M. Holsinger

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

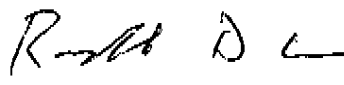
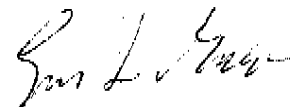
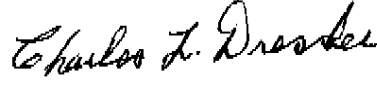
1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Charles F. Pratt ✓ Roxanne L. Pratt 9536 Pinto Lane		
Lisa M. Hollister 9537 Pinto Lane	10-2-04	<i>Lisa M. Hollister</i>
Fadi Hadi 9615 Pinto Lane		
William Smith Brooke Branyan 9620 Pinto Lane		
Daniel F. Lamping Marge L. Lamping 9625 Pinto Lane	10-5-04	<i>Marge L Lamping</i>
Daniel L. Baney Jill A. Baney 9630 Pinto Lane		
Glenn D. Stockert Amy Stockert 9707 Pinto Lane		

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

**Names & Address**                      **Date**                      **Signature (only one per location)**

William James Colpean, II Sandra Colpean 9710 Pinto Lane		
Ronald S. Monnin 9719 Pinto Lane	10-2-04	
Leah M. George Eric L. George 9720 Pinto Lane	Oct 2-04	
Charles L. Dressler Rita M. Dressler 9730 Pinto Lane	Oct 4-04	

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Lori Leas 9502 Pinto Lane		
Jon Parrish 9508 Pinto Lane		
Jack Doyle ✓ N/A Debra Doyle 9514 Pinto Lane		
Karen J. Morrow 9521 Pinto Lane		
Phillip M. Grimme 9522 Pinto Lane		
Carmen S. DeLaney 9529 Pinto Lane	10/2/04	Carmen DeLaney
John G. Haefele Carolyn J. Haefele 9530 Pinto Lane		

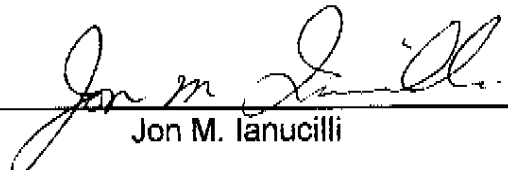
**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
**Aboite Township, Allen County, Indiana**

**Block Captain Verification Form**

I, Jon M. Ianucilli, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: 9/26, 2004

Signed:   
Jon M. Ianucilli

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
John C. Kolb Amy S. Kolb 9511 Spurwood Ct	9-21-04	<i>John C. Kolb,</i>
Gregory A. Krider Amy J. Krider 9515 Spurwood Ct	9-20-04	<i>Amy J. Krider</i>
Roland A. Phillips Marguerite L. Phillips 9519 Spurwood Ct	9/21/04	<i>Roland Phillips</i>
Donald A. Double Tina Z. Double 9520 Spurwood Ct		HOUSE EMPTY - FOR SALE
Scott C. Burns Laurie M. Burns 9527 Spurwood Ct	9-21-04	<i>Lori M. Burns</i>
Margaret S. Townsend 9533 Spurwood Ct	9/19/04	<i>Margaret S. Townsend</i>
Matt Hunter (Deborah Lowery, <u>Tenant?</u> ) Realtor for 9540 Spurwood Ct		





**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
Aboite Township, Allen County, Indiana


**Block Captain Verification Form**

I, Norman E. Current, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: Oct 1, 2004, 2004

Signed:

  
\_\_\_\_\_  
Norman E. Current

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Janet Sue Cummins 3905 Turf Lane	9-18-04	<i>Janet Sue Cummins</i>
Douglas E. Ely Deanne M. Ely 3906 Turf Lane	9-18-04	<i>Douglas E Ely</i>
Steven D. Crain Lori L. Crain 3912 Turf Lane	9-21-04	<i>Steven D. Crain</i>
Tom C. Miller Kimberly Sue Miller 3915 Turf Lane	9-19-04	<i>Tom C Miller</i>
Greg Kroeker Miriam A. Kroeker 3918 Turf Lane		
David Vie Dianne Vie 3921 Turf Lane	9/18/04	<i>David Vie</i>
Jennifer Moberg Thomas Moberg 3922 Turf Lane		

**Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana**

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

<b>Names &amp; Address</b>	<b>Date</b>	<b>Signature (only one per location)</b>
Brian D. Boxell Kathleen P. Boxell 4025 Turf Lane		
Samuel C. Bertels Shirley A. Bertels 4030 Turf Lane	9-17-04	<i>Samuel C. Bertels</i>
Lawrence W. Stoffel Cathy A. Stoffel 4100 Turf Lane	9/17/04	<i>Cathy A. Stoffel</i>
Esther M. Crabill 4110 Turf Lane	9/18/04	<i>Esther M. Crabill</i>
Darin Laird 4118 Turf Lane		


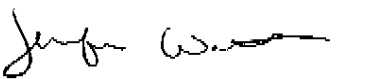

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Adrian K. Hulette Catherine Hulette 3929 Turf Lane		
Michael J. Trentacosti Marcella T. Trentacosti 3932 Turf Lane	9/19/04	<i>Marcella T. Trentacosti</i>
Joseph D. Astroski 4005 Turf Lane	9/19/04	<i>Joseph D. Astroski</i>
Lois M. L. Butcher 4008 Turf Lane	9/19/04	<i>Lois M.L. Butcher</i>
Edna H. Given 4015 Turf Lane	9-18-04	<i>Edna H. Given</i>
Norman E. Current Helen Current 4016 Turf Lane	9-18-04	<i>Helen Current</i>
Autumn M. Johnson 4022 Turf Lane	9/18/04	<i>Autumn M. Johnson</i>

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Mays H. Clark Jennifer Watts 3501 E. Saddle Dr	9/29/04	 
Michael J. Fogle Denise K. Fogle 3509 E. Saddle Drive		
Paul P. McGinnis Catherine M. McGinnis 3515 E. Saddle Drive	9/29/04	
Tom Carpenter Roxanna Carpenter 3521 E. Saddle Drive		

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Michael Beltz 3529 E. Saddle Drive	9/27/04	<i>Michael Beltz</i>
Terry A. Fairfield Bonnie J. Fairfield 3605 E. Saddle Drive	9-30-04	<i>Terry A. Fairfield</i>
Brian N. Bartholme Patricia A. Bartholme 3717 E. Saddle Drive		
Matthew M. Johnson Jessica McKinley 3615 E. Saddle Drive		
Bobbie J. Gill 3727 E Saddle Drive		
Ronda R. Mendenhall 3625 E. Saddle Drive		
Ricardo Escobido 3707 E. Saddle Drive	9/27/04	<i>Ricardo Escobido</i>

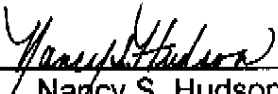
**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
**Aboite Township, Allen County, Indiana**

**Block Captain Verification Form**

I, Nancy S. Hudson, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: 10/14, 2004

Signed:   
Nancy S. Hudson



Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Brad A. Drill 3521 Paddock Ct	9,16,2004	Brad A. Drill
Frank E. Hudson Nancy S. Hudson 3522 Paddock Ct	9/16/04	Nancy S. Hudson
Daniel McMaster Carol A. McMaster 3531 Paddock Ct.	9/16/04	Daniel McMaster
Todd R. Eigenschink Daria R. Eigenschink 3532 Paddock Ct	9/17/04	Daria R. Eigenschink
Jeffrey A. Grothaus Lola L. Grothaus 3603 Paddock Ct	9-18-04	John J. Grothaus
Karen M. Treat 3604 Paddock Ct		
Sally Jo Tinkel 3612 Paddock Ct		

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Mark C. Kolwicz Beth D. Kolwicz 3613 Paddock Ct	9/18/04	Beth D. Kolwicz
Ronald R. Katt 3620 Paddock Ct		
Rick D. Gorsuch Cynthia R. Gorsuch 3621 Paddock Ct		
Peggy Aileen Scher 3628 Paddock Ct		
Reva Spidel 3629 Paddock Ct	9-26-04	Reva S. Spidel
Harlan A. Dietzel Mildred A. Dietzel 3635 Paddock Ct	9-16-04	Mildred A. Dietzel
Ann M. Holsinger 3636 Paddock Ct	9/14/04	Ann M. Holsinger

**ABOITE MEADOWS COMMUNITY ASSOCIATION**  
Aboite Township, Allen County, Indiana

**Block Captain Verification Form**

I, Greg Shell, a Block Captain and Board Member of the Aboite Meadows Community Association, hereby verify and state that the enclosed forms attached to this form were taken by me to the lot owners and I personally witnessed the signatures that are attached to these forms.

I further attest that the signature was not coerced by me or any other person, and was freely done with the knowledge that said signature means the lot owner approves the 2004 update of the covenant and by-laws of the Aboite Meadows Association (to become effective January 1, 2005).

Date of my signature: 10/6, 2004

Signed: \_\_\_\_\_



Greg Shell


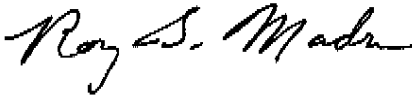

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
Dean A. Slavens Janice K. Slavens 9441 Carriage Lane	9/27/04	<i>Dean A. Slavens</i>
David J. Bradley Patricia R. Bradley 9442 Carriage Lane	9/26/04	<i>Patricia R. Bradley</i>
David L. Goheen Cindy Goheen 9506 Carriage Lane	9/25/04	<i>David L. Goheen</i>
Greg Shell Mindy Shell 9507 Carriage Lane	9/26/04	<i>Greg Shell</i>
James Elliott 9521 Carriage Lane	9-25-04	<i>James Elliott</i>
Larry J. Beavers Noreen K. Beavers 9525 Carriage Lane	9-26-04	<i>Larry J. Beavers</i>
Cindy Cale or, Cindy English 9526 Carriage Lane	9-26-04	<i>Cindy Cale English</i>

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana


1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

Names & Address	Date	Signature (only one per location)
John S. Furge II 9528 Carriage Lane		
Randy T. Sorge Lisa A. Sorge 9530 Carriage Lane		
John D. Dore <del>Stacey E. Dore</del> 9531 Carriage Lane		
Joshua K. Shanklin Elizabeth A. Shanklin 9534 Carriage Lane		
Roy T. Madru Loretta F. Madru 9535 Carriage Lane		
Marcelia Beltz 9538 Carriage Lane	9/27/04	Marcelia Beltz
Harry L. Anderson Nancy J. Anderson 9539 Carriage Lane	9/25/04	

Register of Names In Favor of the Updated Covenant & By-laws  
for the Aboite Meadows Community Association, Allen County, Indiana

1. Only ONE signature per lot (address).
2. Signature must be EXACTLY as on deed (names printed here are from assessor's book)
3. Block Captain MUST witness signature being written.

**Names & Address**                      **Date**                      **Signature (only one per location)**

Thomas C. McBride Brenda K. McBride 9548 Carriage Lane	9/25/04	
Kevin R. Teeters Eva M. Teeters 9549 Carriage Lane	9/25/04	Eva M. Teeter