

ENTERED FOR TAXATION

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APR 04 1988

AMENDED DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS, RESTRICTIONS, AND LIMITATIONS FOR CANDLE LITE PARK, SECTIONS A, B, C, D AND E

Mark Bloom
ADDITOR OF ALLEN COUNTY

This declaration is made this 24 day of JAN, 1988, by Candle Lite Park, Inc., an Indiana corporation (hereinafter referred to as the "Developer") and the owners of record of various Lots located within Candle Lite Park Addition, Sections A, B, C, D and E (the "Addition"), said Sections are more fully set forth in the attached legal descriptions.

PREAMBLE

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the land contained in the area described as the "Park" and as certain Lots in Candle Lite Park, Sections A, B, C, D and E as recorded in the Office of the Recorder of Allen County as document no. 76-17949, Plat Record 38, pages 74-75; document no. 77-024579, Plat Record 40, pages 15-16; document no. 78-39440, Plat Record 42, pages 53-55; document no. 86-026263, Plat Record 48, pages 19-22; and, document no. 87-052723, Book P1 Cab. A, page 37, respectively.

WHEREAS, the Developer desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety and welfare of the residents and for the maintenance of the land and improvements thereon, and, to this end, desires to subject the real property known as Candle Lite Park, Sections A, B, C, D and E and the lots contained therein, as recorded in the Office of the Recorder of Allen County, to the Amended Easements and Protective Covenants, Restrictions and Limitations hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof; and

WHEREAS, the Owners of the Lots within the Addition which are not owned by the Developer who are signatory to this agreement, also desire to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety and welfare of the residents and for the maintenance of the land and improvements thereon; and

WHEREAS, Candle Lite Park Homeowner's Association, Inc. a not-for-profit association of Lot Owners within the Addition (the "Association"), has been incorporated under the laws of the State of Indiana to provide a means for meeting the purposes and the intents herein set forth and the intents and requirements of the applicable governmental bodies;

This Document is being re-recorded to correct scriyener errors in the document numbers of sections C and D as noted above.

INSTRUMENT W 1056

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APR 13 PM 9:10

ALLEN COUNTY RECORDER
[Signature]

ALLEN COUNTY RECORDER
[Signature]

NOW, THEREFORE, the Developer and the other Lot Owners in the Addition declare that the real property described as Candle Lite Park, Sections A, B, C, D and E, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth. That the provisions herein contained are for the mutual benefit and protection of the Owners, present and 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 the Owner or Owners of any Lot or Lots in the Addition and their respective legal representatives, heirs, successors, grantees and assigns. That the Owner or Owners, present or future, of any Lot or Lots in the Addition as hereinafter set forth shall be entitled to injunctive relief against any violation or attempted violation of the provisions thereof, and also damages for any injury resulting from any violation thereof; that there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation;

AND FURTHER, the Developer hereby delegates and assigns to the Association the power to own, maintain and administer any common areas and facilities in the Addition which may hereinafter be dedicated to it by the Developer and the power to administer and enforce the easements and protective covenants, restrictions and limitations, collecting and disbursing the assessments and charges as hereinafter set forth, and such powers shall be maintained and be considered a part of the conveyance of any Lot in the Addition without being written therein. This delegation being to promote the recreation, health, safety and welfare of the current and future Lot Owners.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Candle Lite Park Homeowner's Association, Inc., a not-for-profit corporation organized under the laws of the State of Indiana, its successors and assigns.

Section 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 Candle Lite Park, Sections A, B, C, D and E, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners, including the area being designated on the plat of Candle Lite Park as "Park Areas."

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 or one or more Lots as platted upon which a residence may be erected in accordance with the restrictions herein set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a lot unless such tract of land has a frontage of 75 feet in width at the established building line as shown on the Candle Lite Park plat.

Section 5. "Developer" shall mean Candle Lite Park, Inc., its assigns or successors in interest as such Developer, as designated by it or its successors.

Section 6. "Bylaws" shall mean the bylaws initially adopted by the Candle Lite Park Homeowner's Association, Inc., and all amendments thereto.

Section 7. "Candle Lite Park" shall include Sections A, B, C, D and E of the Candle Lite Park plats as recorded in the Office of the Recorder of Allen County.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains 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 Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests or invitees who reside on the property.

Section 3. Conveyance. The Common Areas will be deeded to the Association as soon as all improvements thereon have been completed. The Association shall accept such conveyance, and thereafter be responsible for the maintenance of said Common Areas.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners exclusive of Candle Lite Park, Inc. and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Candle Lite Park, Inc. and shall be entitled to 97 votes less that number of votes which Class A members are entitled to exercise. Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

(a) When fee simple title to all of Lots in Candle Lite Park have been conveyed by Candle Lite Park, Inc., or;

(b) On January 22, 1998.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of the Developer hereby covenants, and each Owner of any Lot, exclusive of the Developer,

by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) initiation fees, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The initiation fees and annual and special assessments, together with interest, costs, and reasonable attorneys' 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 fee and assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when same fell due. The personal obligation for delinquent fees and assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Initiation Fee. The twenty-five dollar (\$25.00) initiation fee payable to the Association shall be used to cover the administrative expenses resulting from the membership of the new Lot Owner and any other purposes as set forth herein. The initiation fee shall be paid to the Association by the Lot Owner upon acceptance of a deed to the Lot. Current Lot Owners shall pay the initiation fee on or before the filing date of these Amended Covenants.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (1) promote the recreation, health, and welfare of the residents in Candle Lite Park; and (2) for the improvement and maintenance of the Common Areas and the facilities thereon.

Section 4. Maximum Annual Assessment. Until June 1 of 1988, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot.

(a) From and after June 1, 1988, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after June 1, 1988, the maximum annual assessment may be increased above 5% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of the

upkeep and placement thereon or replacement thereof, of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 2/3 of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to otherwise improve and maintain its Common Areas.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4 and 5. Any action authorized under Section 4 or 5 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 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 percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly or yearly basis.

Section 8. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this instrument and the first annual assessment of fifty dollars (\$50.00) shall then be due. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which annual period shall be from June 1 to May 31. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Fees and Assessments. Remedies of the Association. Any initiation fees or any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the fees or assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.
The lien of the Initiation Fees or Assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such initiation fees or assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any initiation fees or assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

Architectural control of the development of the addition and construction of the dwellings therein shall be by an Architectural Control Committee as follows:

(a) No building, fence, or wall shall be erected, placed or altered on any building site until the construction plans and specifications thereof, in a plot plan showing the location thereof, have been approved, as provided below, as to minimum ground floor area, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography in the finished grade elevations established by the Architectural Control Committee.

(b) The Architectural Control Committee shall initially be composed of the officers of the Developer. The majority of the committee may increase or decrease the membership from time to time, or may designate a representative to act for it. The Committee and its designated representative shall serve without compensation. The Committee may, by majority vote, relinquish the functions thereof to the Association by an instrument recorded in the Office of Recorder of Allen County, Indiana, which association shall thereupon be vested with the powers and duties of the Committee.

(c) The Committee's approval or disapproval of any construction as required by these covenants shall be delivered to the applicant for such approval in writing, and such delivery may be by personal service or by U.S. mail. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days, any plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the comple-

tion thereof, approval will not be required and these shall be deemed to have been in full compliance with the related covenants.

ARTICLE VI
ARCHITECTURAL PROVISIONS

Section 1. Dwelling Size. All dwellings shall be of a quality of workmanship and materials substantially the same, or better than that which can be produced on the date these covenants are recorded. A dwelling constructed on a building site shall have a minimum ground floor area, exclusive of open porches and garages, of 1,240 square feet for a one-story dwelling, or 700 square feet for a dwelling of more than one-story. Each dwelling shall have an attached garage of not less than two car, nor more than three car capacity. No detached buildings shall be constructed on any building site unless it is constructed of the same exterior materials as the residence. No detached buildings shall have a ground floor area in excess of 200 square feet.

Section 2. Building Lines. There is hereby created and established a building line for each Lot as shown on the plat. No buildings shall be located nearer than 10% of the Lot width to any side lot line, and the aggregate width of both side yards shall be 25% of the width. No building shall be located less than 25 feet from the rear Lot line. Eaves and steps shall not be considered as part of a building, except that this provision shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used or maintained on any lot at any time as a residence, either temporarily or permanently; nor shall any building be moved onto any lot for said purpose.

Section 4. Trash Disposal. No Lot shall be maintained or used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All containers for the storage of such materials shall be kept in a clean and sanitary condition and shall be concealed by either being buried or kept in the garage, or in an enclosure attached to the main structure. No incinerator or outside incinerator shall be kept or allowed on any Lot.

Section 5. Dwelling Materials. The exterior finish of all buildings shall be of a conventional type of drop siding, vertical siding, predipped wood shingles, brick or stone. Worn, damaged, salvaged or scrap materials may not be used in the exterior finish of any house.

Section 6. Driveways. Driveways shall be constructed of concrete and shall be a minimum of 16 feet in width unless such width requirement is waived by the Architectural Control Committee.

Section 7. Driveway Access. Driveway access to Lots #80, #81, #82, #83, and #84 in Section E shall be from interior streets only. In no case, shall access be permitted from any lot onto Covington Road.

Section 8. Fences. No wire, metal or chain link fences will be permitted on any Lot.

Section 9. Exterior Lighting. No pole lighting erected by a Lot owner shall exceed six (6) feet in height. Also, no lighting fixtures attached to a building shall be above the roof line of said building.

Section 10. Satellite Dishes. No Satellite dishes will be permitted on any Lot. No radio or television antenna, which attains a height in excess of six (6) feet above the highest point of the roof, shall be attached to any building. No free standing or detached radio or television antenna or similar structure shall be permitted on any Lot.

Section 11. Solar Panels. No added solar panels will be permitted. All solar panels on a dwelling must be a part of original construction and approved by the Architectural Control Committee.

Section 12. Landscaping. Within one (1) year of occupancy, the owners of any Lot not having at least three (3) virgin trees remaining after construction of the dwelling will have planted a minimum of three (3) trees having at least a two (2) inch diameter trunk or being approximately eight (8) feet in height with at least one (1) tree located in the front area of the Lot. Furthermore, at least ten (10) well established shrubs must be included in the general landscaping plan and same must be planted within one (1) year of occupancy.

ARTICLE VII GENERAL PROVISIONS

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that

they are not kept, bred or maintained for any commercial purpose. All dogs must be kept on a leash and under the control of their owner when off the owner's Lot.

Section 3. Recreational Vehicles. The storage of any boat, camper, or other recreational vehicle on the Lot is prohibited, unless said storage is within an enclosed structure.

Section 4. Commercial and Miscellaneous Vehicles. No commercial vehicles with a wheel base greater than 110 inches, or weighing in excess of 5,600 lbs. gross weight, or any commercial trailers of any kind will be allowed to park overnight in the addition. No unlicensed or unregistered automobile or motorized vehicle may be parked or maintained on any Lot, unless it is within an enclosed structure. Similarly, no motor vehicle may be disassembled or allowed to remain in a state of disassembly on any Lot, unless it is within an enclosed structure.

Section 5. Utility Easements. Easements for the installation and maintenance of public utilities and sewer and drainage facilities, in, over, and under lands and Lots in such sub-division are reserved as shown on the plat. Such easements shall be kept free from all permanent structures, and the removal of obstructions by the utility company shall in no way obligate the utility company for damages, or to restore the obstruction to its original form. All obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility company to install, repair, maintain, or replace its utility and/or installation.

Section 6. Surface Drainage Easements. 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 run-off 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.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale or rent.

Section 8. Further Subdivision. Further subdivision of any Lot, or combination of any Lots within this subdivision (once it has been approved by the Plan Commission) is prohibited, unless, and until, the Plan Commission has reviewed and approved the change.

Section 9. Pre-Inhabitation. Before any lot or track located within the subdivision may be used and occupied, such user or occupier shall first obtain from zoning administrator the improvement permit and certificate of occupancy required by the Allen County Zoning Ordinance.

Section 10. Installation of Improvements. Before any house or building or any Lot or track within the addition shall be used or occupied as a dwelling, or otherwise, the Developer or any subsequent owner of said Lot or tract shall install all improvements serving said Lot or tract as provided in the plans and specifications for such improvements filed with the Board of Commissioners of Allen County. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, as well as any aggrieved Lot owner in the addition.

Section 11. Flood Protection Grades. Minimum flood protection grade of 833.0 feet (U.S.G.S. Datum) shall be maintained on all Lots within Sections "A and B" of Candle Lite Park. Minimum flood protection grades, (U.S.G.S.)(m.s.l.)(Datum) as shown on the face of the plat for Section "C" of Candle Lite Park, are hereby established for Lots numbers 17, 18, and 19.

Section 12. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 13. Amendments. These amended protective covenants and restrictions shall run with the land and shall be binding upon all Owners of any land within Candle Lite Park and all persons claiming under them, and shall continue in existence for a period of twenty-five (25) years from the date of the recording hereof, and thereafter shall be automatically extended for successive periods of ten (10) years each; provided, these covenants and restrictions may be amended at any time by an instrument signed by not less than 75% of the Lot Owners which has been recorded in the Office of the Recorder of Allen County, Indiana, agreeing to change said covenants in whole or in part. Any such change or amendment to these protective covenants shall, however, be subject to the approval of the Allen County Plan Commission.

Rick Wood

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

CANDLELITE PARK HOMEOWNERS ASSOCIATION, INC.

EVAN BAYH

I, ~~XXXXXXXXXXXXXXXXXX~~, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this

17TH day of

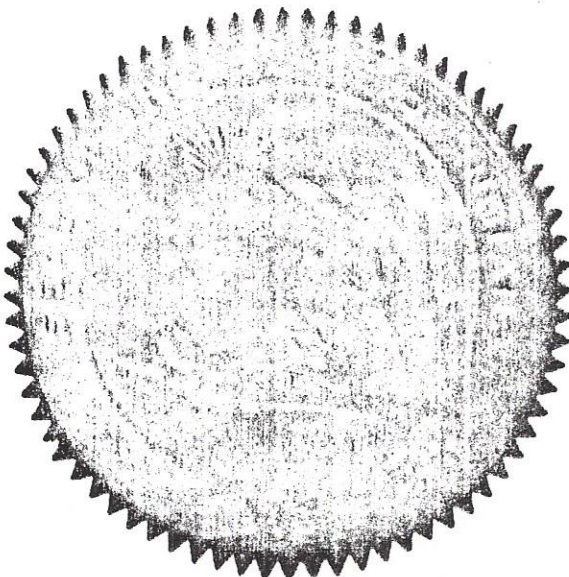
FEBRUARY 19 87

Evan Bayh

EVAN BAYH ~~XXXXXXXXXXXXXXXXXX~~ Secretary of State

By Debra G. Schaub

Deputy





Instructions: Use 8 1/2 x 11 inch paper for inserts
 Present 2 executed copies to:

SECRETARY OF STATE
 Room 155, State House
 Indianapolis, Indiana 46204

FILED
 IND. SECRETARY OF STATE

ANNUAL REPORTS MUST BE FILED WITH THIS OFFICE
 BY THE LAST DAY OF FEBRUARY OF EACH YEAR.

FILING FEE IS \$26.00

For tax exempt status, Not-For-Profit Corporations must qualify
 with both the Internal Revenue Service and the Indiana
 Department of Revenue.

RECORDING IS NO LONGER REQUIRED.

**ARTICLES OF INCORPORATION
 OF**

CANDLELITE PARK HOMEOWNERS ASSOCIATION, INC.

(Complete name as will be shown in Article 1)

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I Name

The name of the Corporation is (The name MUST include the word "Corporation" or "Incorporated," or one of the abbreviations thereof):
Candlelite Park Homeowners Association, Inc.

ARTICLE II Purpose

The purposes for which the Corporation is formed are:

- a) Its purposes and objectives shall be the improvement and development of the neighborhood area encompassed by this association and the solution of community problems in Allen County through collaboration with other individuals and groups. It shall function as a non-partisan, non-sectarian and not-profit organization to promote social welfare and neighborliness among its members.
- b) To provide for the care, improvements and maintenance of the community, entrance ways; public easements, parkways, grass plots, streets, and other open spaces and other ornamental features of the above-described subdivision which now exist or which may hereafter be installed or erected therein and of any facilities of any kind dedicated to the community association's use. (Cont'd)

ARTICLE III Period of Existence

The period during which the Corporation shall continue is:
 (The period will be perpetual unless otherwise specified) **perpetual**

ARTICLE IV Resident Agent and Principal Office

SECTION 1 Resident Agent. The name and address of the Corporation's Resident Agent for service of process are:

Name **Ann Baker**

Address (street or building and city) **2116 Hearthstone Fort Wayne Indiana Zip Code 46804**

SECTION 2 Principal Office. The post office address of the principal office of the Corporation is:
2116 Hearthstone Fort Wayne Indiana Zip Code 46804

ARTICLE V Membership

A minimum of one (1) person shall have signed the membership list. (Directors or Trustees or Incorporators may be included in the membership.)

SECTION 1 Classes (if any):

There shall be only one class of membership

SECTION 2 Rights, Preferences, Limitations, and Restrictions of Classes:

SECTION 3 Voting Rights of Classes:

- a) Members shall be entitled to one vote split by household in person or by proxy executed in writing at meetings of members and shall be entitled to be on the Board of Directors and hold office, subject to the limitations that each legal residence shall be entitled to only one vote. (Cont'd)

ARTICLE VI Directors

SECTION 1 Number of Directors: 13 persons or 10% of membership, whichever is greater members. If the exact number of Directors is not stated, the minimum number shall be _____ and the maximum number shall be _____ provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

SECTION 2 Names and Post Office Addresses of the Initial Board of Directors are:

Name	No. and Street or Building	City	State	Zip Code
See Page 2(b) - Attached				

ARTICLE VII Incorporator(s)

Name(s) and Post Office Address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	No. and Street or Building	City	State	Zip Code
Steven R. Schafer	45 N. Pennsylvania St. Suite 801	Indianapolis	Indiana	46204

ARTICLE VIII Statement of Property and Value (if any)

A statement of the property and an estimate of the value thereof to be taken over by the Corporation at or upon its incorporation is as follows:

None

ARTICLES OF INCORPORATION
CANDLELITE PARK HOMEOWNERS ASSOCIATION,

Page 1(a)

Article II
Purposes - Cont'd.

- c) To cooperate with the owners of all vacant and unimproved land and lots now existing or which hereafter shall exist in said subdivisions in keeping them in good order and slightly condition and in preventing them from becoming a nuisance and a detriment to the beauty of said subdivision and to the value of the improved property therein; and to take any action with reference to such vacant and unimproved land and lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- d) To aid and cooperate with the members of this Association and all property owners in said subdivision in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, and to counsel with the Allen County Board of Commissioners, County Plan Commission, and Board of Public Works of Fort Wayne, Indiana, having jurisdiction in relation to any zoning which may affect any portion of the subject property.
- e) To arrange social and recreational functions of its members.
- f) To exercise any and all powers which may be delegated to it from time to time by the members of the Association.
- g) This Association shall not engage in political activity or pursue political purposes of any kind or character.

ARTICLES OF INCORPORATION
CANDLELITE PARK HOMEOWNERS ASSOCIATION,

Page 2(a)

Article V - Membership - Section 3
Voting Rights of Classes - Cont'd

- b) A freeholder may hold one membership vote irrespective of the amount of land or number of lots owned.
- c) Landowner may assign membership by proxy to tenant. It is up to tenant and landlord to determine who pays dues and who has voting right.
- d) Membership transfers as property transfers.
- e) Any person within the area encompassed by this Association and all freeholders therein, shall be eligible for membership in this Association.
- f) Where any lot or portions of any lot are owned by two or more persons, such owners shall jointly have but one vote in the proceedings of this Association. The owner or owners of each lot shall be entitled to participate in the functions of this Association and to cast a vote in matters which come before the membership of the Association and for so long as the lot owner or owners have paid the membership dues and fees.

ARTICLES OF INCORPORATION

CANDLELITE PARK HOMEOWNERS ASSOCIATION,

Page 2(b)

Article VI Directors, Section 2 - Cont'd

Jerrie Sparks	2213 Candlewick Drive Fort Wayne, Indiana 46804
Ann Baker	2116 Hearthstone Drive Fort Wayne, Indiana 46804
Don Satterthwaite	2224 Hearthstone Drive Fort Wayne, Indiana 46804
Jeff Price	2221 Hearthstone Drive Fort Wayne, Indiana 46804
Virgil Hagy	9614 Tallow Drive Fort Wayne, Indiana 46804
Rex Kuhn	1913 Candlewick Drive Fort Wayne, Indiana 46804
Mel Busse	1918 Buckskin Drive Fort Wayne, Indiana 46804
Theresa Guilyard	2209 Candlewick Drive Fort Wayne, Indiana 46804
Rick Weddle	2122 Candlewick Drive Fort Wayne, Indiana 46804
Patty Weddle	2122 Candlewick Drive Fort Wayne, Indiana 46804
Ken Nordin	2108 Candlewick Drive Fort Wayne, Indiana 46804
Jan Nordin	2108 Candlewick Drive Fort Wayne, Indiana 46804
Claudia Koslosky	2109 Hearthstone Drive Fort Wayne, Indiana 46804

None.

ARTICLE IX Provisions for Regulation and Conduct of the Affairs of Corporation

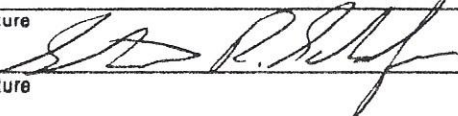
Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the corporation, the directors or the members of any class or classes of members are as follows: (Can be provided for in the "By-Laws") (Any provision in this section may only be changed by amending the Articles of Incorporation.)

- a. The provisions of the Indiana General Not-For-Profit Corporation Act (as is amended from time to time or if repealed by subsequent legislation of similar import, then the provisions of that legislation) shall govern the conduct of the affairs of the Corporation and shall fix the rights, powers, duties and obligations of it and its members, including but without limitation to matters relating to the amendment of these Articles of Incorporation.
- b. The By-Laws of the Corporation are attached hereto.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern, that a membership list or lists of the above-named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (we) hereby verify subject to penalties of perjury that the facts contained herein are true. (Notarization not necessary)

Written Signature 	Printed Signature Steven R. Schafer
Written Signature	Printed Signature
Written Signature	Printed Signature
Written Signature	Printed Signature

This instrument was prepared by:

Steven R. Schafer, Attorney at Law.

Address

45 N. Pennsylvania Street, Suite 801, Indianapolis, Indiana 46204