

Amended 78-1570

DEDICATION, PROTECTIVE RESTRICTION, COVENANTS, LIMITATIONS,
EASEMENTS AND APPROVALS APPENDED TO AND MADE A PART OF THE
DEDICATION AND PLAT OF HEATHER RIDGE, SECTION I
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Doc. No.	202044194
Receipt No.	17206
DCFD	3.00
MISL	42.00
MISL	1.00
MISL	2.00
Total	48.00

The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as HEATHER RIDGE, SECTION I, a Subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 1 though 155 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or descried are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

HEATHER RIDGE, SECTION I, is a portion of a tract of real estate which will ultimately be subdivided into approximately 222 residential lots, all to be included and known as HEATHER RIDGE by various numerical sections. Simultaneously with the recordation of the Plat of HEATHER RIDGE, SECTION I, and the Protective Restrictions and Covenants, there has been recorded Articles of Incorporation of HEATHER RIDGE COMMUNITY ASSOCIATION, INC., it being platlor's intention that each owner of a lot in any section of HEATHER RIDGE shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By Laws.

The various section of HEATHER RIDGE are in turn a portion of a larger tract of real estate in Aboite Township, Allen County, Indiana, which has been given the name COVENTRY. Various tracts comprising COVENTRY shall, in addition to HEATHER RIDGE be platted from time to time into Subdivisions similar in size to HEATHER RIDGE and at the time of recordation of the original plats thereof. Articles of Incorporation for separate Community Associations for said Subdivisions shall likewise be recorded and the owners of lots contained therein bounded by the By-Laws and provisions thereof. When all of COVENTRY shall have been subdivided for various uses, each particular Subdivision shall be governed by the rules and regulations of its own Community Association under the ultimate aegis of COVENTRY COMMUNITY ASSOCIATION, INC. of which each Subdivision's Community Association shall be deemed a division and in which each said Subdivision's Community Association shall be represented. COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority to act with respect to specified matters associated with the efficient supervision of maintenance activities in all of COVENTRY, together with that authority conferred upon it by its By Laws and the acts of its Board of Directors.

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

RECORDED
06/05/2002 12:32:28
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

JUN 05 2002


AUDITOR OF ALLEN COUNTY

02 9079
AUDITORS NUMBER

*46 + 2nd
CH*

In addition to maintaining the Common Areas within the confines of each specifically named Subdivision, such as HEATHER RIDGE and all of its various sections, it shall be the obligation of the owners of lots within each such named Subdivision to make provisions for the maintenance of common impoundment basins specifically located in COVENTRY. All Subdivisions, such as HEATHER RIDGE in its various sections, whose surface drainage waters lie within the same watershed resulting in ultimate surface drainage into the same common impoundment basin, are and shall be required to pay that portion of the cost of maintaining said common impoundment basin as is represented by that Subdivision's percentage of all the runoff of surface waters from all Subdivisions located within COVENTRY into said common impoundment basin.

Until such time as that portion of COVENTRY in which is included watershed in which HEATHER RIDGE and its various sections is located has been subdivided and the various subdivided parcels sold. The Aboite Corporation, as platlor, shall bear its pro rata portion of the expense of maintenance of said common impoundment basins allocated to portions of COVENTRY unsubdivided or otherwise unsold. The obligation of The Aboite Corporation to bear such pro rata or allocated portion of said expense shall terminate upon the platting of any Subdivision of any remaining portions of COVENTRY, disposition of any such portion to a third party or July 1, 1983, whichever shall first occur.

It is the platlor's intent that all of the regulations with respect to the use and occupancy of the various portions of COVENTRY be designated to accommodate the desires of the occupants of the various portions of COVENTRY from time to time, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, the Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to HEATHER RIDGE COMMUNITY ASSOCIATION, INC., 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 a part of HEATHER RIDGE and its various Sections, including Section I, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Area": shall mean all real property owned by the Association for the common use and enjoyment of the owners, including parks, play lots, play modules and picnic areas shown and designated on the plat.

Section 4. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the

restrictions herein above set out or such further restrictions as may be imposed by any application 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 said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of HEATHER RIDGE, drain in common with other Sections of HEATHER RIDGE and other areas included within COVENTRY, of which HEATHER RIDGE is a part.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by HEATHER RIDGE COMMUNITY ASSOCIATION, INC., and all amendments thereto.

Section 7. "COVENTRY" shall mean a tract of land approximately 750 acres in area in Aboite Township, Allen County, Indiana, of which HEATHER RIDGE and its various Sections are a portion.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements 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;
- (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 of the transfer has been recorded.

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

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 The Aboite Corporation. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be The Aboite Corporation which shall be entitled to 750 votes less than number of votes which Class A Members are entitled to exercise. Class B Membership shall cease upon the happening of either of the following events:

- (a) when fee simple title to all Lots in all Section of HEATHER RIDGE have been conveyed by The Aboite Corporation, or
- (b) on December 31, 1983.

ARTICLES IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of The Aboite Corporation, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in HEATHER RIDGE and for the improvement and maintenance of the Common Areas and of the facilities thereon. In addition, assessments shall be levied to provided for HEATHER RIDGE'S proportionate burden of the maintenance of the common impoundment basin into which its

surface waters drain.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty-Five Dollars (\$35.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to other annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% 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 improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members no 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 present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association no later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 7. 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 conveyance of the common Areas. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. 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. 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 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee of ten dollars (\$10.00) or as approved by the Board of Directors, not to exceed fifteen percent (15%) of the dues. The same shall become a lien against the property. 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 of the assessments provided for herein by non-use of the common areas or abandonment of his/her Lot. All costs, including reasonable attorney's fees, incurred by the Association in collecting any assessment, shall be added to any amount of the assessment.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
COVENTRY COMMUNITY ASSOCIATION

Section 1. Representation. At such time as COVENTRY COMMUNITY ASSOCIATION, INC. has been issued its Certificate of Incorporation and upon notification thereof, the Board of Directors of HEATHER RIDGE, INC., shall, by majority vote at a duly called or special meeting thereof at which a quorum is present, appoint three (3) of its members to serve on the Board of Directors of COVENTRY COMMUNITY ASSOCIATION, INC.

Section 2. Final Authority. The Board of Directors of HEATHER RIDGE COMMUNITY ASSOCIATION, INC. shall, by appropriately enacted By-Laws, acknowledge that COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority with respect to all matters involving the maintenance and repair of the Common Impoundment Basin into which surface waters from HEATHER RIDGE and its various Sections drain together with the right to levy special assessments therefore.

ARTICLE VI
COVENTRY COMMUNITY ASSOCIATION

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the

plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by the Architectural Control Committee. Wood fences only shall be allowed. No chain-link or other non-wood fencing is permitted.

The failure of any owner to comply with this provision will result in the Association bringing an action at law or equity against the owner personally, seeking an injunction to remove the non-conforming structure. All costs associated with the Association bringing said action, including reasonable attorney fees, shall be paid by the owner of the Lot.

ARTICLE VII GENERAL PROVISIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling no to exceed two and one-half stories in height. Each house shall include no less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of on-story open porches, breezeway or garage, of less than 1350 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No dwelling shall be located on interior lots numbered 21 through 24 and 26 through 28 and 30 through 34 and 52 through 61 and 63 through 72 and 86 through 88 and 108 through 121 and 123 through 129 inclusive nearer than fifteen (15) feet to the rear Lot Line. No building shall be located on interior lots numbered 1 through 20 and 25 and 29 and 35 through 51 and 62 and 73 though 85 and 89 through 107 and 122 and 130 through 155 inclusive nearer than twenty-five (25) feet to the rear Lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each Lot, or as shown on the plat. No owner of any Lot shall erect or grant to any person, firm or corporation, the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities or any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical

distribution system of any electric public utility shall be provided by the owners of all Lots and shall carry not less than three (3) wires and have a capacity of less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 5 (a). Surface drainage easements and Common Areas used for drainage purposes as shown on the plat are intended for their periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall 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 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any Lot.

Section 10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. 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.

Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 13. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction or any building on any Lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

Section 14. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 16. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the Proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances; subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 17. No rain and storm water run off or such things as roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System.

Section 18. Before any house or building on any Lot or Tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said Lot or Tract shall install improvements serving said Lot or Tract as provided in said plans and specification for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot owner in this Subdivision.

Section 19. Before any Lot or Tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 20. The Association, The Aboite Corporation, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 21. Invalidity of any one of these covenants or restrictions by judgment or

court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 22. No lot or combination of Lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 23. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, The Aboite Corporation, its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

IN WITNESS WHEREOF, Heather Ridge Community Association, an Indiana corporation, by Scott Rosener, its President and Yvette Gaff Kleven, its Vice-President, has hereunto set its hand and seal by its duly authorized officers, this 28th day of May, 2002.

HEATHER RIDGE COMMUNITY ASSOCIATION

By [Signature]
Scott Rosener, President

By [Signature]
Yvette Gaff Kleven, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Ret 904 S. Calhoun
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Before me, a Notary Public, in and for said County and State, personally appeared Scott Rosener and Yvette Gaff Kleven, know by me to be the duly authorized and acting President and Vice-President respectively of Heather Ridge Community Association, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 28th day of May, 2002.

WITNESS my hand and Notarial Seal.



[Signature]
Olanamailevanu L. Nansen, Notary Public
Allen County

This Instrument Originally Prepared by: George E. Fruechtenicht, Attorney at Law.
Amendments to this Instrument Prepared by: Yvette Gaff Kleven, Attorney at Law.

**BY-LAWS
OF
THE HEATHER RIDGE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is the HEATHER RIDGE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6700 E. State Street, Fort Wayne, Indiana, but meeting of members and directors may be held at such places within the State of Indiana, County of Allen, as may be designed by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Heather Ridge Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Articles of Incorporation of the Association and the Sections thereof which will be platted from time to time in the Plat Records of Allen County, Indiana, together with the Protective Restrictions, Covenants and Limitations appended thereto.

Section 3. "Common Areas" shall mean all real property either owned by the Association or located within the Properties for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Areas.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding Aboite.

Section 6. "Aboite" shall mean and refer to The Aboite Corporation, an Indiana corporation, its successors and assigns if such successors and assigns should acquire more than one (1) undeveloped lot from Aboite for the purpose of development.

Section 7. "Restrictive Covenants" mean and refer to the Protective Restrictions, Covenants, Limitations and Easements applicable to the various Sections of the Properties appended to the plats of such Sections as shown in the records of the office of the Recorder of Allen County, Indiana.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictive Covenants.

Section 9. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of Heather Ridge, Section I drain in common with other sections of Heather Ridge and other areas included within Coventry, of which Heather Ridge, Section I is a part.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Association shall be held on the same day of the same month of each year thereafter, at the hour of eight (8.00) o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors no less than three (3) nor more than fifteen (15) in number, the exact number to be fixed by the Class A Membership of the association at any annual meeting, the initial Board to be three (3)

in number, which number may be increased thereafter. Said Directors need not be members of the Association. It is deemed desirable that each of the various sections of Heather Ridge be equally represented on the Board of Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect not less than three (3) Directors, one for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years; at the expiration of each of said terms, and at each annual meeting thereafter, Directors shall be elected for terms of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. Officers of the Association shall be compensated for services they render the Association by having their annual dues waived. This provision shall be subject to approval of the Association at each Annual Meeting.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though take at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors and two additional members, one of whom shall be a member of the association and the other a person designed by Aboite. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve at the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at the annual meeting. The Nominating Committee shall make as many nominations for the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon; and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of the member during any period in which such member shall be in default of the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for an infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictive Covenants;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent for three consecutive meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A. members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Accept fee simple title in the name of the Association as grantee to the Common and Recreational Areas at such time as a warranty deed for same is delivered and agreed to pay any real estate taxes on said areas commencing with the installment due and payable after date of delivery of said deed;
- (d) Cause payment to be made, when due, for the illumination of the streets and Common and Recreational Areas contained within the Properties;
- (e) Cause the Common and Recreational Areas to be properly and carefully maintained;
- (f) Fix the amount of the annual assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (g) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (h) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay same;
- (i) Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (j) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (k) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (l) Cause all of the Restrictive Covenants for any section of Heather Ridge to be adhered to and enforced;
- (m) Cause the Association, as a primary duty, to collect by way of assessment and contribute the pro rata share of the cost of repairing and maintaining the Common Impoundment Basin into which the surface drainage of Heather Ridge in all of its sections drain to be paid promptly upon notification of the amount of said share.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a president and vice president who shall at all times be elected by members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause of annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented at its regular meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee and the Board of Directors shall appoint such other committees as may be deemed appropriate in carrying out the purposes of these By-Laws, including an Architectural Control Committee as prescribed in the restrictive Covenants.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictive Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspecting by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As provided in the Restrictive Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common or Recreational Areas or abandonment of his Lot.

ARTICLE XII COVENTRY COMMUNITY ASSOCIATION

When Coventry Community Association is formed, the Association shall cause to be appointed from its Board of Directors such number of representatives of the Association as it may be entitled to place on the Board of Directors of Coventry Community Association. Representation of the Association on the Board of Directors of Coventry Community Association is mandatory. The Association shall be subject to the terms and provisions of the Articles of Incorporation and By-Laws of Coventry Community Association.

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided, however, that the provisions herein relating to the Allen county Drainage Board or its legal successor may not be amended without the consent of said Board or its legal successor.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

ARTICLE XIV
ALLEN COUNTY DRAINAGE BOARD

The Association shall be bound by the rules and regulations, orders or mandates of the Allen County Drainage Board or its legal successor with respect to the maintenance of the Common or Recreational Areas and the Common Impoundment Basin which serves the Properties.