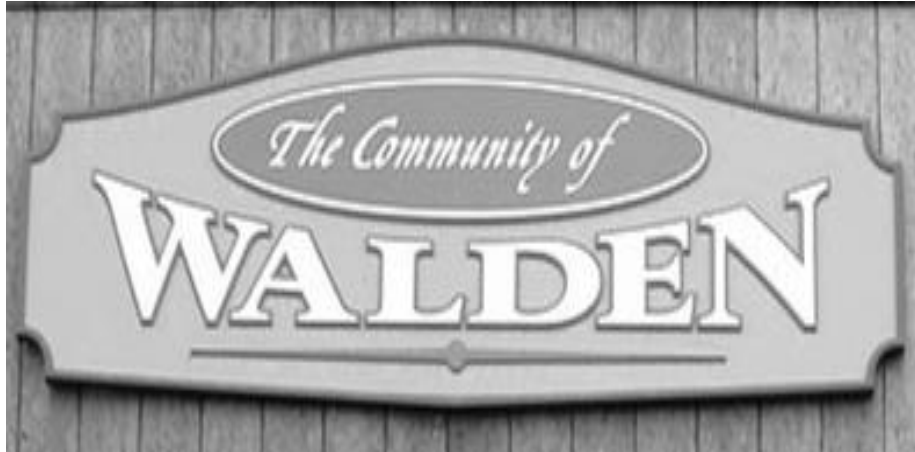


# ***Walden Directory 2019***



**[www.waldenassociation.com](http://www.waldenassociation.com)**



***Walden Association***

## THE BEGINNINGS OF WALDEN SUBDIVISION...

In 1835, Jesse Tryon of Oneida County, New York, originally purchased the land we now call Walden. The purchase was made under an Act of Congress passed in 1820. This was a time in Allen County history when the canals would not be completed for another seven years and Johnny Appleseed was still traveling the area.

After several more owners and division of the original 320 acres, the land was sold to George and Eliza Hartman of Allen County, Indiana in 1854. They were the first “local” owners. Over the next 90 years the land was divided into smaller parcels and sold many times, all the while remaining farmland “out in the country”.

In 1946, Gregory and Anastasia Maciejko purchased approximately 200 acres of the land. Gregory died in 1961 and Mrs. Maciejko and her son, Martin, continued to farm the land.

The developer, now known as North Eastern Enterprises, conceived the idea for our community in 1971. They purchased a portion of the land from Mrs. Maciejko in 1971, more in 1972 and made the final purchase in 1974. Mrs. Maciejko would not release the deed until the developer promised to name a street after her son. We know it as **Marty’s Hill Place**. In June 1987 North Eastern Enterprises began construction of the Manors of Walden thus completing the Community of Walden.

In the 1970s when Walden was being planned and built, one of the advertising slogans was “...for the children”. Walden, with its wide streets, large yards and 8 ½ acres of parks, was to be a place where children could (with a measure of security) ride bikes, roller blade, play basketball; in short, play and enjoy childhood in an area of partial retreat from urban life.

When Walden was conceived, an area was set aside for Walden Elementary School. In the 1980s it was decided that the school was no longer needed for the community, and the property was sold to the developer who built homes in the area which is now the Manors of Walden. Thus, Walden was finally completed.

The name “**Walden**” was chosen because several of the initial builders were planning colonial homes and an early American theme. Several street names were taken directly from the book **Walden** by Henry David Thoreau and, of course, **Thoreau Avenue** was named after the author. Before deciding on Walden Pond as a location for his experiment in simple living, Thoreau almost bought a farm—the **Hallowell Place**—which is situated on the **Sudbury** River. The **Merrimack** River is in the same area and Thoreau sailed there several times. **Brister’s Spring** was in an area down the road from Walden Woods where an ex-slave named Brister Freeman lived and where Mr. Thoreau said it was a “...privilege to drink long and healthy draughts”. **Fitchburg** and **Weston** are towns near Concord. The Boston and Fitchburg Railroad ran near Walden Pond. Thoreau also mentioned **Winslow**, who was a former governor of the Plymouth colony and, of course, there is a whole chapter in **Walden** entitled “**Solitude**”. **Vance Avenue**, having nothing to do with Henry David Thoreau, was named for Captain Samuel Vance, a “receiver of public monies” in the earliest years of our city.

The Community of Walden was annexed into the “All America City”, Fort Wayne, in March of 1996.

## **Why do we need a Walden Community Association?**

The Walden Community Association was formed to help serve the needs of Walden residents. The Community of Walden is home to 437 homeowners. Walden is fortunate to have seven (7) parks with connecting walkways and a variety of playground equipment.

Currently, our association dues are \$80. each calendar year. These dues are subject to change. Our annual budget of \$34, 960. covers the following expenses:

- Parks and Common Area lawn care
- Electricity and repair to park lights
- Liability insurance for park areas
- Playground/Park Equipment & repair
- Parks sidewalk improvements & repairs
- Mailbox purchases, upkeep, & repairs
- Snow Removal – *NOTE- If we didn't hire private snow removal, Walden would be waiting for the City to have time to plow our streets!*
- Directory, Postcards, and Newsletter printing & mailings
- Legal Expenses
- Property Taxes
- Assessment Billings
- Social Activities

Each year we spend nearly two-thirds of our dues budget on lawn services and snow removal. The balance is spent on the remaining expenditures. Our low dues are reasonable to provide these services.

Dues notices are mailed to each address every December. Dues are payable in full by January 31<sup>st</sup> each year. Prompt payment is appreciated so that the Board doesn't have to hire an attorney for collection. Dues may be paid by check or use PayPal on our website - ([www.waldenassociation.com](http://www.waldenassociation.com)).

Please consider helping improve our Walden community by volunteering:

- Serve as a Walden Board Member
- Help with park equipment maintenance
- Help maintain/ install mailboxes
- Plan or help organize social activities
- Serve on Walden Neighborhood Watch
- Serve on Walden Welcome Committee
- Assist with Walden Social Media

If you are interested in helping, please contact one of our Board Members.

Please visit our website: [www.waldenassociation.com](http://www.waldenassociation.com) or Facebook page: **Walden Association**

The best way to stay informed about your Walden community is to attend Board meetings. The Board meets on the second Tuesday of each month at 6:30pm at Faith Baptist Church (6600 Trier Rd.) to discuss association business. Please check with a Board member for schedule changes. *All homeowners are welcome to attend.*

## **IMPORTANT CONTACT NUMBERS**

### **Emergency – Call 911**

#### **Public Safety**

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• Police Desk Sergeant- Police Dept. non-emergency:	427-1222
• Crime Stoppers	436-7867
• Neighborhood Code Compliance	427-1127
• Fire Department, non-emergency:	427-1478

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#### **Community Issues**

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• <b>City Government</b>	<b>311</b>
(for information, to request a city service or report a non-emergency issue)	
• Allen County Treasurer	449-7693
• Animal Care and Control	427-1244
• Child Abuse Hotline	449-7138
• Court Clerk	449-7245
• Crime Prevention Officer (Tips, advise on limiting crime)	427-1207
• Crime Stoppers	436-7867
• Department of Health	449-7561
• Drug Tip Hotline	427-1222
• Parks & Recreation (705 E. State Blvd)	427-6000
• Saint Joseph Township Trustee	485-5993
• Voter Registration	449-7154
• Solid Waste Management	427-1270
(Weekly garbage pickup & bi-weekly curbside recycling)	
<b>Call 311 if you have problems with trash or recycling pickup.</b>	
• Compost Site:	6202 Lake Ave      427-5535
• INDOT (Indiana Department of Transportation)	511 or (1-866-227-3555)

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#### **Useful Links**

- Street Department's Street Closing and Lane Restrictions Map link: <http://www.cityoffortwayne.org/publicworks/traffic-engineering/street-closings.html>
- Community Development: <http://www.fwcommunitydevelopment.org/>
- Visit Fort Wayne: <http://www.visitfortwayne.com/>
- The Downtown Improvement District: <http://downtownfortwayne.com/>
- AccuWeather: <http://www.accuweather.com/en/weather-news>

## Walden Directory 2019

Website: [www.waldenassociation.com](http://www.waldenassociation.com)

Facebook: *Walden Association*

### Association Board Members (2019-2020)

Lori Wachtman – President

Email: [president@waldenassociation.com](mailto:president@waldenassociation.com)

Linda Lothamer – Treasurer

Phone: 260-485-5020

Email: [treasurer@waldenassociation.com](mailto:treasurer@waldenassociation.com)

Steven Roper

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Email: [pastorsteverfbc@gmail.com](mailto:pastorsteverfbc@gmail.com)

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Reollar Hayden

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Cheryn Whitehurst - Secretary

Phone: 260-414-6646

Email: [secretary@waldenassociation.com](mailto:secretary@waldenassociation.com)

Russ Hunt

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Connie Hunt

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Lonny Muncie

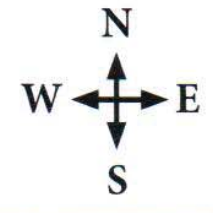
Phone: 260-760-2443

Email: [jaymun744@gmail.com](mailto:jaymun744@gmail.com)



#### WALDEN MONTHLY MEETINGS

Almost every month (usually the second Tuesday) the Walden Board meets at Faith Baptist Church @ 6:30 pm to discuss the business of the neighborhood. This meeting is open to ALL homeowners of Walden association – Check with a Board Member to confirm Date and Time.



NOTE THESE STREETS ARE HOUSE NUMBERED W/ROUND E & W SUFFIXES ONLY USED THUS ONLY ONE STREET NAME SHOULD BE USED AS A

1/4 M. ELECTRIC CO. RIGHT OF WAY

1/4 M. ELECTRIC CO. RIGHT OF WAY

1/4 M. ELECTRIC CO. RIGHT OF WAY

1/4 M. ELECTRIC CO. RIGHT OF WAY

1/4 M. ELECTRIC CO. RIGHT OF WAY

ROAD

MAPLECREST RD

WALSLEY DR

WALSLEY DR

WALSLEY DR



# PARKS OF WALDEN

- 1- Bristers Springs Park  
-Swings, Playground, Basketball Hoop
- 2- Hubbard Run Park  
-Swings, Basketball Hoop
- 3- Merrimack Park  
-Swings, Basketball Hoop
- 4- Landmark Park  
-Swings, Big Slide
- 5- Tot Lot  
-Swings, Toddler Playground
- 6- Memorial Field  
-Baseball Field, Pavilion
- 7- Winslow Park  
-Swings

These parks are here for all of Walden to enjoy. The marked route is about 1.6 miles. We hope you take time to enjoy our parks and paths as you walk, run or bike. If you see any problems, please report them a board member.

**AMENDED DEDICATIONS, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF  
THE DEDICATION AND PLAT OF ALL SECTIONS OF WALDEN AND PLAT OF  
THE MANORS OF WALDEN, SUBDIVISIONS IN ST. JOSEPH TOWNSHIP, ALLEN  
COUNTY, INDIANA**

The undersigned, being not less than seventy-five percent (75%) of the owners of real estate comprising Sections I (Lots 1-70 inclusive), II (Lots 71-170 inclusive), III (Lots 171-225 inclusive), IV (Lots 226-264 inclusive), V (Lots 265-319 inclusive), VI (Lots 320-410 inclusive) of Walden, and being not less than seventy-five percent (75%) of the owners of real estate comprising The Manors of Walden (Lots 411 - 437 inclusive), Subdivisions in St. Joseph Township, Allen County, Fort Wayne, Indiana, do hereby consent to the amendment of the Amended Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended as to Part of the Dedication and Plat of Walden, Sections I, II, III, IV, V and VI, a Subdivision in St. Joseph Township, Allen County, Indiana, as recorded with the Office of the Recorder of Allen County, Indiana as Document No. 80-024199 on October 29, 1980, and the Dedications, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and Made Part of the Dedication and Plat of The Manors of Walden, a Subdivision in St. Joseph Township, Allen County, Indiana, as recorded in the Office of the Recorder of Allen County, Indiana as Document No. 87-035312 on July 10, 1987, by amending all the Articles of each of the above instruments and substituting the following Articles which shall apply to all the sections of Walden and The Manors of Walden ("Amendment"). This Amendment shall in no way amend, alter, modify, or affect the Plat of Walden and/or the Plat of The Manors of Walden, or any of the streets and easements specifically shown or described therein expressly dedicated to the public for their usual and intended purpose.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Walden 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 the Properties, including contract sellers and lessees of the record owner, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property comprising Walden and The Manors of Walden and such additions of real property thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean either any of said lots as platted, or any tract or tracts of land conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such 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 said tract of land has a frontage of 70 feet in width at the established building line as shown on the Plat.



Section 6. "Building" shall include any permanent structure or structures, including, without limitation, dwellings, fences and room additions.

Section 7. "Interior Lot Lines" shall refer to any adjacent interior lot on land boundary including common area and walkway boundaries as defined on the Plat of Walden or the Plat of The Manors of Walden.

Section 8. "By-Laws" shall mean the By-Laws adopted by the Walden Community Association, Inc. and all amendments and additions thereto.

Section 9. "Member" shall carry the same meaning as the term carries in Article III herein.

Section 10. "Plat" shall mean the Plat of Walden and Plat of The Manors of Walden, which said plats being hereinafter collectively referred to as the "Plat".

Section 11. "His" shall include the masculine and feminine person.

## **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 Area 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 thirty days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association ("Board"); and

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

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

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Members shall be entitled to one 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 the owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed thereof, 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 and special projects, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney 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 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 or her 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 Walden and The Manors of Walden and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment may be increased by the Board each year above the maximum annual assessment for the previous year without a vote of the membership if said increase is limited to an amount not to exceed the greater of (1) 10% above the maximum annual assessment for the previous year or (2) the Consumer Price Index percentage increase for the immediately preceding year as published by the United States Government;

(b) The Board may fix the annual assessment at an amount not in excess of the limits set forth in Article IV, Section 3(a); and

(c) The maximum annual assessment may be increased above the rate established by Article IV, Section 3(a) by the vote or written assent of 51% of the members.

Section 4. Special Assessments for Capital Improvements. In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of the members.

Section 5. Notice for Any Action Authorized Under Sections 3 & 4. Any action authorized under the above Sections 3 and 4 shall be taken at any special meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days and no 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 fifty-one percent (51%) of the membership, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association not later than thirty (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. The Board 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. The Association shall, upon request, 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 Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien on the Lot and shall bear interest from the due date at 18% per annum. The Association may bring an action at law or in equity against the Owner obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## **ARTICLE V ARCHITECTURAL CONTROL**

Section 1. An Architectural Control Committee ("Committee") shall be established by the Board of Directors of the Association. A Committee of no more than five (5) members but no less than three (3) members shall be appointed by the Board of Directors. Committee members shall serve a one (1) year term and may be reappointed. Each member of the Committee shall have one vote, and a majority shall control. The Board of Directors shall also have full authority to remove with or without cause any member from the Committee by means of a majority vote of the Board.

Section 2. Non-Liability of Architectural Control Committee. Neither the Architectural Control Committee, the Association, nor any member, officer, or director thereof, nor any of their representative heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problem resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Association to recover any damages or to require the Committee to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission or any complete sets of plans to the Architectural Control Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Section 3. No building, fence, wall, swimming pool, patio enclosure, doghouse, parking pad, driveway turnout or other permanent or temporary structure shall be commenced, erected, or maintained upon any Lot nor shall

any external additions to or changes or alternations therein be made until an application containing the plans and specifications and disclosing the nature kind, shape, height, materials, and location of the same shall be submitted to the Architectural Control Committee and approved in writing as to the visual harmony of external design, location in relation to surrounding structures, topography and conformance with Subdivision restrictions. Said Committee shall make all the decisions as to the definition of “visual harmony” in any dispute and all other related matters. All applications will be considered on an individual basis and approval or disapproval may not be influenced by previous precedents in regard to other structures. The criteria for approval or disapproval of any application are stated in the general provisions of Article VI. The restrictions contained in Article VI shall be in addition to any restrictions imposed by applicable state, county, city or other governmental authorities. An approval issued by the Architectural Control Committee shall not relieve the applicant from conforming with all applicable zoning laws, it being the applicant’s responsibility to secure all necessary governmental approvals and conform with all governmental restrictions.

Section 4. All plans and descriptions for any permanent or temporary structure must be submitted by application to the Architectural Control Committee by all the owners of the Lot upon which said structure, additions, changes, or alterations are to be made or constructed.

Section 5. The Architectural Control Committee must vote on the approval or disapproval of any application. All decisions must be made by a majority vote of the Committee. If a minimum of three (3) committee members are not available to vote, the chairperson of the Committee shall have the authority to approve or disapprove any action. Approval or disapproval must be given in writing to all of the owners of said Lot within thirty (30) days after the application has been submitted. After thirty (30) days, if no reply has been received by the owners from the Committee, the plans will be considered approved, and this Article will be considered to have been fully complied with provided that objective evidence, such as a registered letter, is available to prove that the initial submittal of the application has been made. Any and all decisions and rulings made by said Committee are final and conclusive. It is the responsibility of the Committee to keep an accurate record of all applications submitted to it and the disposition of each.

## **ARTICLE VI GENERAL PROVISIONS**

Section 1. No Lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto.

Section 2. As to Lots 1-225 and Lots 320-410 inclusive, no building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage of less than 1350 square feet for a one-story building, nor less than 950 square feet for a dwelling of more than one-story.

As to Lots 226-264 inclusive, no building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage of less than 1350 square feet for a one-story building, nor less than 900 square feet for a dwelling of more than one-story.

As to Lots 265-319 inclusive, no building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage of less than 1250 square feet for a one-story building, nor less than 850 square feet for a dwelling of more than one-story.

As to Lots 411-437 inclusive, no building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage of less than 1600 square feet for a one-story building, nor less than 1200 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 Plat, nor nearer than twenty-five (25) feet to the rear lot line. Three different restrictions apply to proximity of buildings to their side lot lines as follows:

Restriction (a): No building or driveway shall be located nearer than a distance of ten percent (10%) of the lot width to an interior lot line, and the combined width of both side yards shall be not less than a distance of equal to twenty-five percent (25%) of the lot width.

Restriction (a) shall apply to Lots 1 to 74, 79 to 86, 91 to 102, 104 to 106, 111 to 134, 139 to 152, 157 to 171, 174, 175, 177, 178, 183 to 186, 189, 190, 192, 194 to 197, 203 to 205, 207, 210, 214 to 216, 222 to 229, 240 to 242, 247 to 256, 267, 269, 275, 281 to 283, 287, 290 to 292, 298, 299, 306, 307, 313 to 316, 321 to 323, 329 to 334, 336 to 338, 344, 345, 347 to 352, 354 to 356, 358, 359, 364 to 371, 375 to 377, 390 to 392, 397, 398, 406 to 409, inclusive.

Restriction (b): No building shall be located nearer than a distance of nine percent (9%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty percent (20%) of the lot width.

Restriction (b) shall apply to Lots 75 to 78, 87 to 90, 103, 107 to 110, 135 to 138, 153 to 156, 172, 173, 176, 179 to 182, 187, 188, 191, 193, 198 to 202, 206, 208, 209, 211 to 213, 217 to 221, 230 to 239, 243 to 246, 257 to 266, 268, 270 to 274, 276 to 280, 284 to 286, 288, 289, 293 to 297, 300 to 305, 308 to 312, 317 to 320, 324 to 328, 335, 339 to 343, 346, 353, 357, 360 to 363, 372 to 374, 378 to 389, 393 to 396, 399 to 405, and 410 inclusive.

Restriction (c): No building or driveway shall be located nearer than a distance of seven feet to an interior lot line.

Restriction (c) shall apply to Lots in The Manors of Walden, namely Lots 411 to 437 inclusive.

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 8000 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 of 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 public utility shall be provided by the owners of all lots and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which such underground installations are located for operation, maintenance, and replacement of service connections.

Section 6. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this objective. 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. 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 a nuisance to the neighborhood.

Section 8. No structure of a temporary character, nor any trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn, or other unattached structure or outbuilding shall be either used or located on any lot at any time nor used as a residence either temporarily or permanently, provided, however, that basements may be constructed in connection with the construction and use of any residential building. Notwithstanding this restriction, unattached doghouses may be permitted after application to and approval from the Architectural Control Committee. Doghouses must have siding and shingled roofing complimentary to the home, must blend harmoniously with the house, and must not exceed four (4) feet in height and width and six (6) feet in length.

Section 9. 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.

Section 10. No radio or television antennae or satellite receiver (eg. dish) with more than twenty (20) 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 or satellite receiver (dish) shall be permitted on any Lot. No solar panels, attached or detached, shall be permitted.

Section 11. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted in or upon any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

Section 12. 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 commercial purposes.

Section 13. 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 14. 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 on the exterior construction of 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 15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. Any turnouts or parking pads shall also be of concrete.

Section 16. No individual sewage disposal system shall be installed, maintained or used on any Lot.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on the 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 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 18. No rain or storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 19. Before any house or building on any Lot shall be used and occupied as a dwelling or as otherwise provided by the restrictions above, the developer or subsequent owner of said Lot shall install improvements serving said Lot as provided in said plans and specifications filed with the Allen County 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 these Subdivisions.

Section 20. Before any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administration the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. Enforcement. The Association (through its Board, the Committee or otherwise), or any Owner, shall have the right to enforce, by any proceeding at law (eg. damages) or in equity (eg. specific performance or injunction), all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. To the extent the Association recovers a money judgment against an Owner, such judgment shall be a charge on his Lot and a continuing lien thereon.

Section 22. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 23. The covenants 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 70% of the Lot Owners.

Section 24. No Lot may be further subdivided.

Section 25. No driveway access shall be permitted from Lots numbered 320, 410, 411, and 437 onto the Trier Road right-of-way, and no driveway access shall be permitted from Lots numbered 1, 67-76 inclusive, 277-279 inclusive, 234-236 inclusive, and 252, onto the Maplecrest Road right-of-way. No driveway access shall be permitted for Lots numbered 427, 428 and 429 onto the Trier Road right-of-way.

Section 26. No fence, except decorative fences under eighteen (18) inches in height, shall be constructed unless the procedure set forth in Article V, Section 3 have been followed, and said fences conform to applicable zoning laws. Fence construction applications shall disclose the proposed materials, style, color, pattern, and height. The proposed location of the fence shall be disclosed on a certificate of survey. All wood fences shall be of natural or brown shades or harmonious with house colors. The Architectural Control Committee shall be the authority on what is harmonious. Applications shall be considered in accordance with the following guidelines: (a) Split-rail wood fences must be of two or three rail construction, should be approximately four (4) feet high and shall have a maximum post height of fifty (50) inches. Wire mesh is permitted inside in order to contain children and pets. Decorative split-rail corner fences of ten-foot maximum extensions do not need approval and may be constructed without regard to the application procedures. (b) A new or replacement chain-link fence will only be permitted if it is coated with vinyl or a similar material. The maximum height of any chain-link fence is five feet. Black, green or brown shades are mandatory. No chain-link fence, however, is permitted in the Manors of Walden, namely Lots 411 to 437 inclusive. (c) A Stockade or Barrier fence around the perimeter of any Lot is permitted, provided the height does not exceed six (6) feet, structural supports face toward the interior of the Lot, and in cases where a stockade or barrier fence is parallel to another wood or chain-link fence, there must be either provisions for grass maintenance between fences or a common side to be shared by both fences. (d) No fence shall extend beyond the building line as set out in applicable plat restrictions. Fences of a removable nature can be extended over utility easements with the understanding that the lot owners and their successors are solely responsible for any damage or expense occasioned by entrance to the easement by any party. Fence locations shall also be subject to the restrictions of Section 31 below. (e) Special fences are not permitted. Special fences shall include fences with barbed wire; electrified fences; security type fences with sharp protrusions which could cause injury; privacy panels of wood, plastic, metal, fiberglass, etc.; chain-link fences with interwoven privacy panels; and dog runs consisting of a long, narrow, rectangular enclosure.

Section 27. All permanently attached structures such as patio enclosures and room additions must be complimentary to the home, blend harmoniously with the home, and be of structurally sound construction including foundations, and footings. These structures must be approved in accordance with Article V and must conform with Fort Wayne residential building codes.

Section 28. Only in-ground type swimming pools are permitted and must be approved in accordance with Article V. Above-ground pools are not permitted with the exception of children's wading pools having a depth of less than eighteen (18) inches. All approved pools must be enclosed by a six (6) foot barrier fence conforming to all governmental and recorded restrictions. Swimming pool utility rooms are permitted provided they conform to the provisions of Section 27 above.

Section 29. Permanent tennis courts of any type are not permitted on any Lot. One basketball goal is permitted on any Lot, either in the back yard or over the driveway. Basketball goals which use the street for a court are not permitted. Swing sets, slides, climbing structures and other devices whose sole purpose is for the exercise and play for small children are permitted in the back yard only.

Section 30. No boat, trailer, recreational vehicle, motor home, truck, bus, or camper shall be permitted to be parked ungaraged on any lot for periods in excess of 48 hours, or for a period of which the aggregate is in excess of 8 days per calendar year. For purposes of this Section, a "truck" is defined as something which is rated one-ton or more and licensed as a commercial vehicle.

Section 31. No building, fence, wall, tree, decorative landscape, or other structure shall be placed adjacent to any public walkway closer than half the width of the sidewalk easement as indicated on the Plat. This distance is from five to seven feet to the center of the easement as indicated on the plat restrictions. In all cases, the



entire width of this easement shall be open to allow maintenance vehicles to enter the Common Area. In the event that a sidewalk is damaged by a tree or shrub growing at or under the sidewalk, repairs to such damaged sidewalk are the responsibility of the Lot Owner of the Lot upon which the tree or shrub is located. Residents and/or Owners infringing on the above easements, whether intentional or unintentional, relinquish any and all claims under the laws of adverse possession.

Section 32. No motorized vehicles except those authorized by the Board are permitted to be operated in the Common Area or on public walkways leading to the Common Area.

Section 33. The type and placement of mailboxes must be approved by the Architectural Control Committee.

Section 34. The Board is authorized by and through the Association to provide for the maintenance, preservation and illumination of the Common Area, and to exercise all the powers and privileges and perform all the duties and obligations of the Association as set forth herein.

Section 35. The Board may enact from time to time rules, regulations and policies with respect to the Lots and Owners thereof provided that such rules, regulations and policies are not inconsistent with the covenants set forth herein. All Owners shall observe and abide by any such rules, regulations and policies enacted by the Board.

Section 36. Legal Expenses. The Owner shall pay all costs, expenses and attorney fees which shall be incurred and expended by the Association due to said Owner's breach of the covenants and terms of this Amendment. Such expenses, costs and fees are a lien upon the Owner's Lot.

Section 37. An Owner shall keep his Lot mowed and landscaped. In the event the Lot becomes vacant or under all other circumstances (but with the written approval of the Owner), the Association may after giving prior notice (oral or written) to the Owner expend monies (but no greater than \$1,000.00) to maintain the Lot. Such notice is only required where the Lot is vacant. However, nothing in this Section obligates the Association to take actions for the purpose of maintaining the Lot, including, without limitation, expending Association monies. If, however, the Association does expend such monies, such costs shall be a charge on the land and be a continuing lien upon the Lot.

Section 38. In the case of any conflict between the restrictive covenants set forth in this Amendment and the By-Laws of the Association, the restrictive covenants shall control.

Section 39. This Amendment shall be construed by and enforced in accordance with the laws of the State of Indiana. Captions contained herein are inserted only for the purpose of convenient reference and, in no way, define, limit or describe the scope of this Amendment or any part hereof. Any reference to the masculine includes the feminine for purposes of this Amendment and provisions herein.

**BYLAWS  
OF  
WALDEN COMMUNITY ASSOCIATION, INC.**

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**ARTICLE I  
NAME AND LOCATION**

Section 1. Name. The name of the corporation shall be WALDEN COMMUNITY ASSOCIATION, INC., (hereinafter the “Association”).

Section 2. Principal Office. The principal office of the Association shall be located at the office of the duly elected President of the Association as reflected in the corporate minutes of the Association from time to time. The registered office of the Association shall be 202 West Berry Street, Suite 500, Fort Wayne, Indiana, 45802, ATTN. Richard E. Beers, Esq.

Section 3. Other Offices. The Association may also have other offices at such places as the Board of Directors may designate or the business of the Association may require from time to time.

Section 4. Registered Office and Agent. The Association shall maintain a registered office and registered agent as required by the Indiana Business Corporation Law.

**ARTICLE II  
DEFINITIONS**

Section 1. “Association” shall mean and refer to Walden Community Association, Inc., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property comprising Walden and The Manors of Walden, the Sections thereof and such additions of real property thereto as may hereafter be brought within the jurisdiction of the Association, which are platted I the Plat Records of Allen County, Indiana, together with the Protective Restrictions, Covenants, Limitations and Easements appended thereto.

Section 3. “Common Area” shall mean all real property either owned by the Association or located with the Properties with the exception of the Common Area.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

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 part of the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

Section 6. “Restrictive Covenants” shall 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 7. “Member” and “Members” shall mean and refer to the person or persons entitled to membership as provided in the Restrictive Covenants.

### ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members of the Association shall be held at the principal office of the Association on the 3<sup>rd</sup> Monday of February of each year at 7:00 o’clock P.M., local time, if that day is not a legal holiday, but if that day is a legal holiday, then on the next succeeding business day; or it may be held at such other place (either in or out of Indiana but which is reasonably convenient for the Members to attend) and time (not later than the end of the sixth month following the close of the fiscal year) as may be fixed by the Board of Directors and designated in the notice or waiver of notice of the meeting.

Section 2. Special Meetings. Special Meetings of the Members of the Association may be held at the principal office of the Association or at any other place which is reasonably convenient for the Members to attend, as may be designated in the notice or waiver of notice of the meeting. Special meetings may be called at any time by the President or Board of Directors. In addition, special meetings may be called upon the written request of one-fourth (1/4) of the Members entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, by bulk or regular mail, or by hand delivery, to the resident of each residential home lot which comprises the association, no fewer than fifteen (15) days but not more than sixty (60) days before such meeting, addressed to such known address of each lot that has been furnished in writing to the Association by the Member. Such notice shall specify the place, day and time of the meeting, but in case of a special meeting, the purpose or purposes of the meeting shall also be specified in the notice.

Section 4. Waiver of Notice. A Member may waive notice of any meeting of Members before or after the date and time specified in the notice. The waiver must be in writing and delivered to the association for inclusion in the minutes or for filing with the corporate records. A Member’s attendance at a meeting 1) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and 2) waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 5. Voting in Person. Members shall only vote in person; however, proxy voting shall be permitted for special meetings.

Section 6. Quorum. At an annual meeting of the members, three per cent (3%) of the membership outstanding and entitled to vote, represented in person, shall constitute a quorum. At any special meeting of the members, thirty per cent (30%) of the membership outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum; except that at any such meeting called to consider a special

assessment for capital improvements or an increase to the maximum annual assessment, the presence of members in person or by proxy entitled to cast sixty per cent (60%) of the votes shall constitute a quorum.

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 not less than three (3) and not more than fifteen (15) in number.

Section 2. Term of Office. At the annual meeting of the members, Directors shall be elected to three (3) year terms.

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, refusal to serve or removal of a Director, his/her successor shall be selected by the remaining Members of the Board of Directors and shall serve the unexpired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render for the Association without prior approval of the Board of Directors. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

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 otherwise take at a meeting by obtaining the written approval of a majority of the Directors, provided that such action must be evidenced by one (1) or more written consents describing the action taken, signed by each Director and included in the minutes or filed with the corporate records reflecting the action taken. Any action so approved shall have the same effect as though taken 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 a Nominating Committee and/or from the floor of the annual meeting of the Members. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting and shall make as many nominations to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be at the annual meeting. At such election the Members may cast, with respect to each vacancy, one vote for each vacant Director's spot. The persons receiving the largest number of votes shall be elected. Cumulative voting for one candidate shall not be permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and time as may be fixed by resolution of the Board. Board meetings shall be open to all Members, but voting shall be limited to the Directors.

Section 2. Special Meetings. 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 written 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 of 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 an act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area, facilities and the personal conduct of the Members and their guests thereon, as well as to establish penalties for infraction(s) thereof;
- (b) Suspend the voting rights of a Member during any period in which such Member is in default for the non-payment of any assessment levied by the Association. Such rights will be automatically reinstated without further action when such arrearage is settled;
- (c) Exercise on behalf of the Association all powers, duties and authority bested in, or delegated to, the 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 that such Member is absent for three consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, and/or such other employee(s) as the Board deems necessary, and prescribe their respective 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 the 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 Members entitled to vote;
- (b) Supervise all officers, agents and employees of the Association and see that their duties are duly performed;
- (c) Pay real estate taxes for the Common Area and recreational areas.
- (d) Cause payment to be made, when due, for the illumination of the Common Area and recreational areas to be properly and carefully maintained;
- (e) Fix the amount of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

- (f) Fix the amount of any special 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 sixty (60) days of the due date, or to bring an action at law against the Owner personally obligated to pay the same, if the Board of Directors deem it necessary or in the best interest of the Association to do so;
- (i) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether the assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If such certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment;
- (j) Procure and maintain adequate liability and hazard insurance on Properties owned by the Association;
- (k) Cause all officers or employees having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate; and
- (l) Cause the Restrictive Covenants respecting the Association to be adhered to and enforced.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer, all of whom shall be Members of the Board of Directors, and such other officers as the Board of Directors may from time to time 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 of Directors and shall each hold office for one (1) year unless he/she shall sooner resign, 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. Removal and Resignation. Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date 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 of Directors. The officer appointed to such vacancy shall serve the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The Office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article or by vote of the Board of Directors.

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

- (a) President: 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.
- (b) Vice President: The Vice President shall act in place of the President in the event of his/her absence, or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.
- (c) Secretary: The Secretary shall record the votes and prepare minutes of all meetings and proceedings of the Board of Directors 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 of Directors 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 of Directors and of the Members, keep appropriate current records revealing the Members of the Association, together with their respective addresses, and shall perform such other duties as may be required by the Board of Directors.
- (d) Treasurer: 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 and keep proper books of account. At the end of each year, the Treasurer shall recommend to the Board of Directors that it authorize a review of the Association's books by an Audit Committee appointed by the Board of Directors. The Treasurer shall also prepare an annual budget proposal to the Board of Directors, including a statement of income and expenditures, for discussion, change and adoption by the Board of Directors, and shall perform such other duties as may be required by the Board of Directors.

## ARTICLE IX COMMITTEES

The Board of Directors shall appoint a Nominating Committee and such other committees as may be appropriate in carrying out the purpose(s) of these Bylaws.

## ARTICLE X 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 the delinquency at the rate of eight per cent (8%) per annum on the unpaid balance, and the Association

may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property; 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 assessment provided herein by non-use of the Common Area or recreational areas or abandonment of his/her Lot.

ARTICLE XI  
INDEMNIFICATION

The Association affirms, incorporates herein by reference, and does not modify, the terms and provisions of I.C. 23-17-17 et. seq., as amended from time to time, providing for the Association's indemnification of its Directors (as defined by I.C. 23-17-16-2). The Board of Directors are empowered to undertake such acts, levy such assessments, procure insurance or undertake such other acts as they deem necessary or appropriate to provide the indemnification pursuant to this Article XI.

ARTICLE XII  
AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Board of Directors by a vote of two-thirds (2/3) of the Board of Directors.

Section 2. In case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

Adopted by the Board of Directors of the Walden Community Association, Inc. at the Board of Directors meeting on October 13, 2015.

This instrument prepared by: Richard E. Beers, Attorney at Law (3514-02)