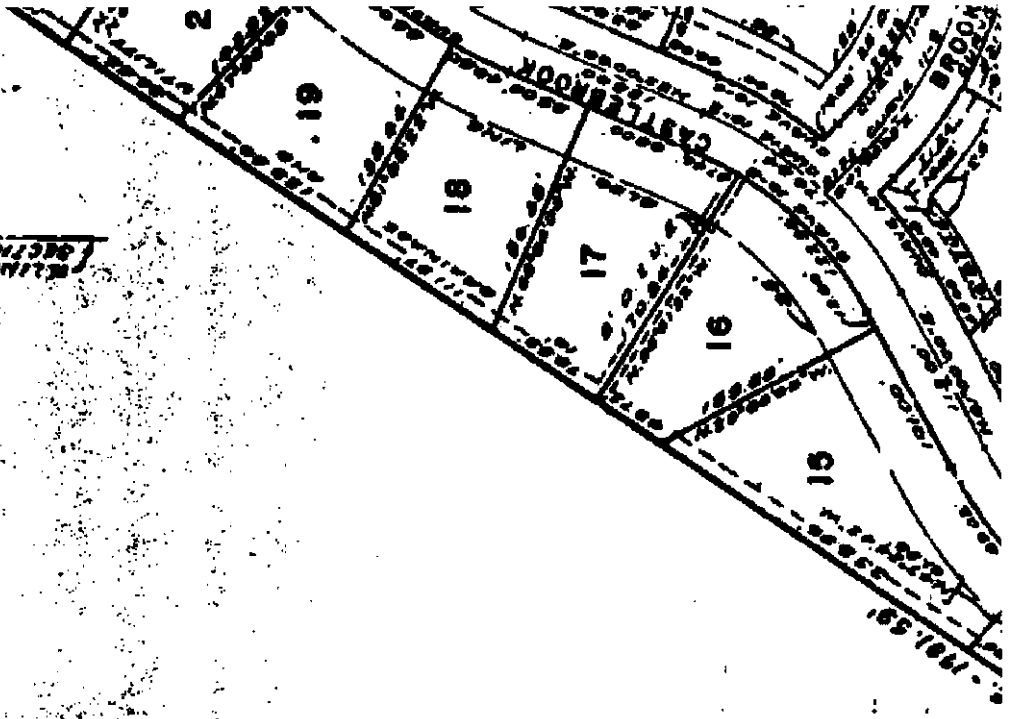


740015959

CASTLEBROOK

RELINE & S. N. H.
(SECTION 16, T. 14 S., R. 10 E.)

1050.00'
2.50' 00' 00" E.



CURVE DATA						
CURVE	Δ	R	L	T	CH.	
1-A	89°30'23"	825.00'	816.65'	111.00'	210.97'	
1-B	59°12'30"	302.00'	298.54'	163.39'	207.35'	
2-A	39°59'23"	978.00'	181.63'	31.87'	178.31'	
2-B	55°18'50"	173.00'	171.33'	59.06'	208.87'	
3-A	35°38'30"	150.00'	85.70'	43.29'	84.40'	
3-B	30°30'20"	182.00'	79.83'	41.13'	78.44'	
4	67°00'20"	80.00'	80.00'	18.00'	88.00'	
5	60°00'00"	80.00'	80.00'	18.00'	72.00'	
6-A	61°00'00"	150.00'	80.00'	28.00'	88.00'	
6-B	67°00'00"	180.00'	80.00'	28.00'	88.00'	
7-A	67°00'00"	170.00'	80.00'	28.00'	88.00'	
7-B	67°00'00"	170.00'	80.00'	28.00'	88.00'	
8-A	11°07'00"	527.00'	408.00'	808.07'	870.00'	
8-B	11°07'00"	527.00'	408.00'	808.07'	870.00'	
9-A	11°07'00"	527.00'	408.00'	808.07'	870.00'	
9-B	11°07'00"	527.00'	408.00'	808.07'	870.00'	
10	17°01'00"	877.00'	87.00'	28.71'	87.20'	
11	89°49'00"	313.00'	57.10'	28.71'	57.33'	
12-A	89°49'00"	313.00'	57.10'	28.76'	45.34'	
13	60°00'00"	30.00'	32.36'	28.89'	30.00'	
14	119°53'50"	50.00'	103.72'	64.00'	62.80'	
15-A	18°40'00"	200.00'	68.10'	32.70'	60.00'	
15-B	89°00'00"	200.00'	170.00'	82.00'	170.00'	
16-A	89°00'00"	200.00'	100.00'	82.18'	100.70'	
16-B	18°40'00"	200.00'	70.00'	32.84'	70.00'	
17-A	11°07'00"	527.00'	408.00'	808.07'	870.00'	
17-B	11°07'00"	527.00'	408.00'	808.07'	870.00'	
18	20°00'00"	200.00'	120.00'	61.89'	110.00'	
19	70°17'00"	50.00'	64.00'	60.00'	60.00'	
20	89°00'00"	200.00'	100.00'	82.18'	100.00'	
21-A	89°00'00"	200.00'	100.00'	82.18'	100.00'	
21-B	89°00'00"	200.00'	100.00'	82.18'	100.00'	
22	89°00'00"	200.00'	100.00'	82.18'	100.00'	
23	89°00'00"	200.00'	100.00'	82.18'	100.00'	
24	89°00'00"	200.00'	100.00'	82.18'	100.00'	

is true and correct.

is 24, Township 17
entirely described

is Northeast Quarter
with 90 degrees 00 min-
utes 00 minutes 00
seconds North 32 degrees
1050.00 feet East
old East Half and
measured parallel
North 90 degrees
old East Half 305.97
feet 55 seconds West
ending, containing

is 42, both inclusive,
the site of lots and
of decimal parts



Indiana #10398

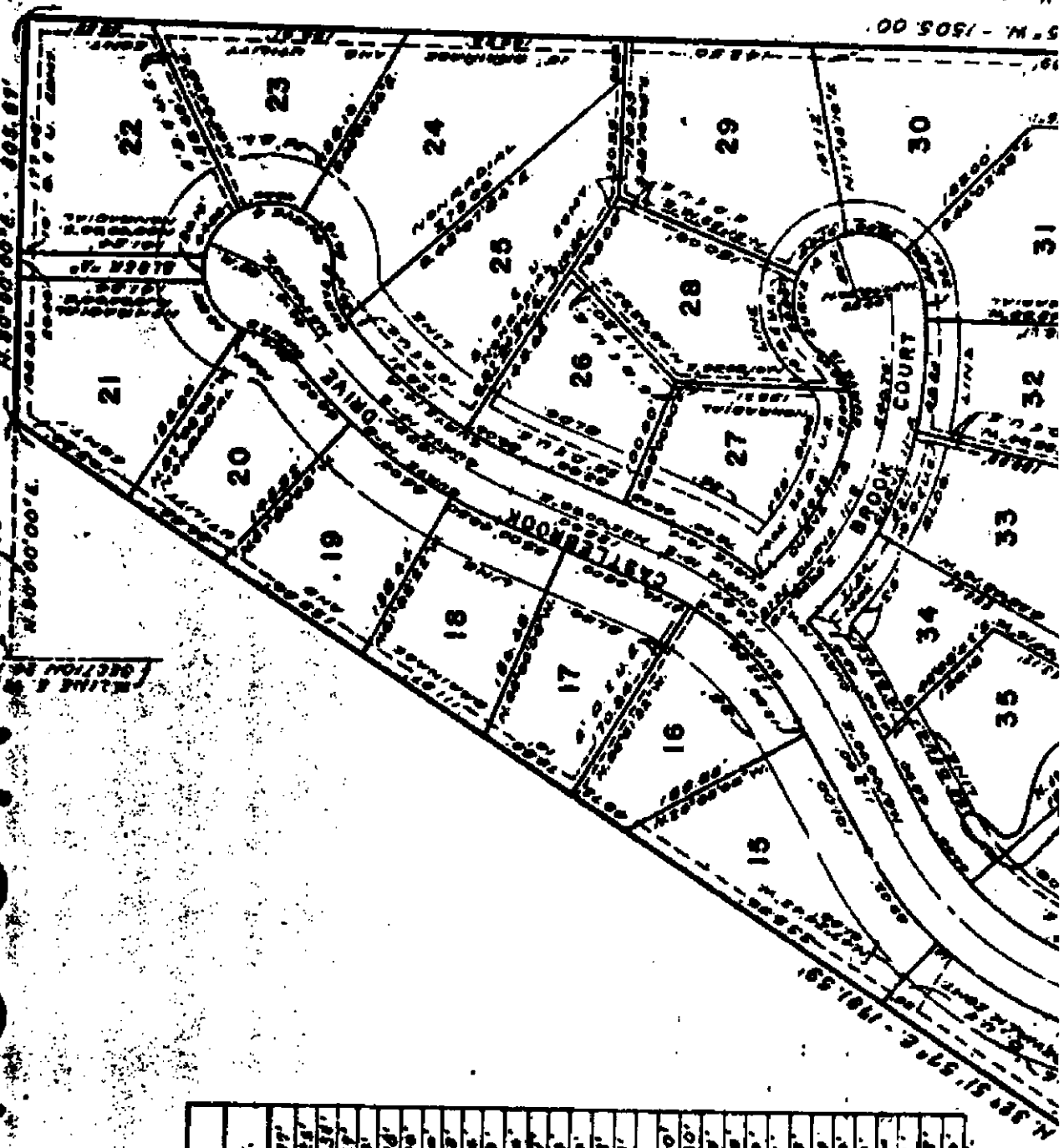
HOOK

LINE 6 - 1/4 S. W. SECTION 21 - 19. 45

1050.00"
1340.00'00" E.

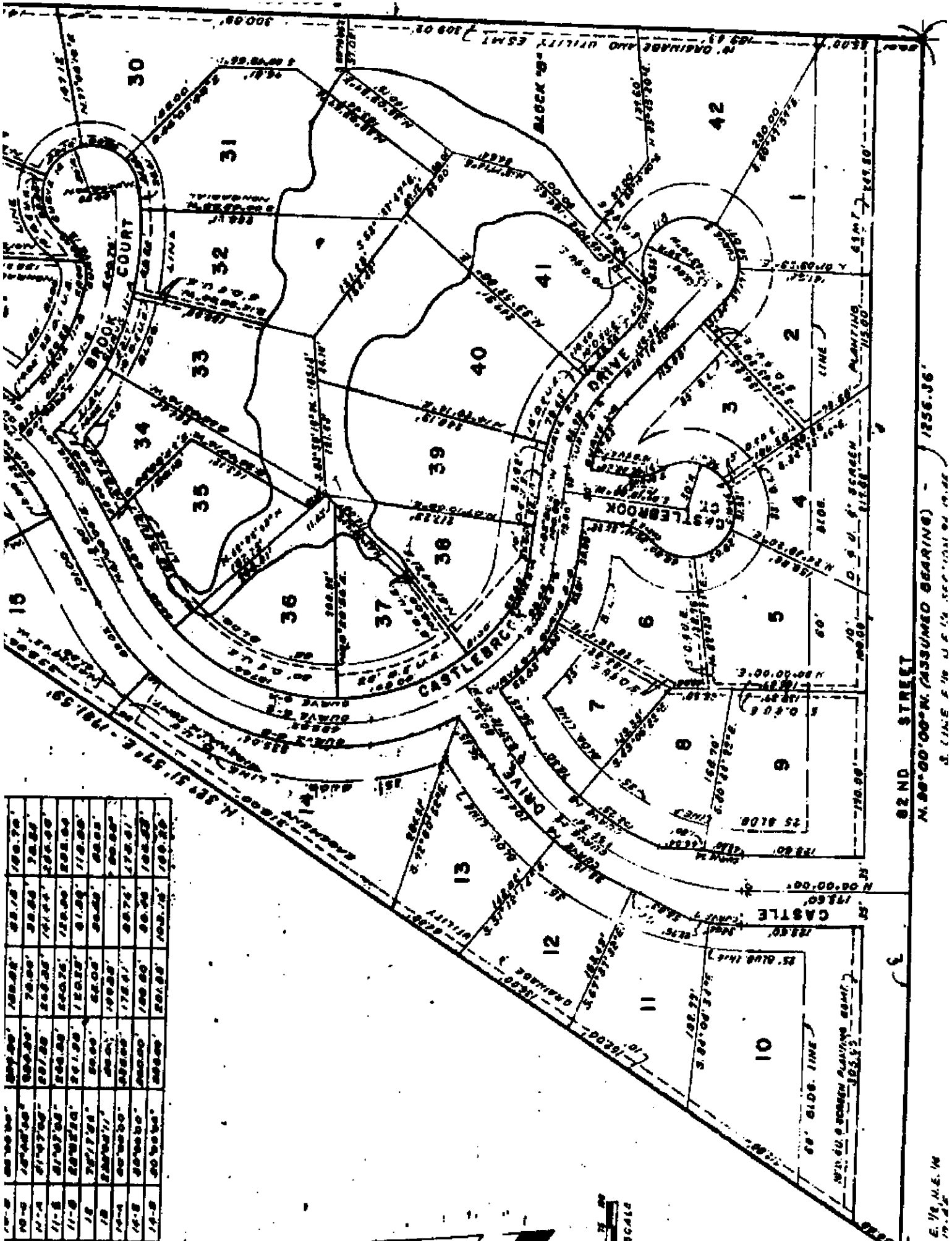
1050.00"
1340.00'00" E.

5' W. - 1505.00"
1/4 SECTION 21 - 19. 45



QTY.	
210.97'	
827.23'	
118.38'	
202.47'	
49.45'	
34.46'	
46.00'	
72.00'	
77.23'	
83.84'	
80.00'	
87.00'	
312.07'	
660.00'	
87.24'	
57.33'	
45.21'	
54.90'	
66.80'	
40.00'	
172.00'	
46.70'	
74.00'	
105.00'	
102.00'	
110.00'	
60.00'	
60.00'	
70.00'	
60.00'	
100.00'	

Block	Area (sq. ft.)	Area (sq. m.)	Area (acres)
10-1	187,000.00	17,250.00	0.39
10-2	187,000.00	17,250.00	0.39
10-3	187,000.00	17,250.00	0.39
10-4	187,000.00	17,250.00	0.39
10-5	187,000.00	17,250.00	0.39
10-6	187,000.00	17,250.00	0.39
10-7	187,000.00	17,250.00	0.39
10-8	187,000.00	17,250.00	0.39
10-9	187,000.00	17,250.00	0.39
10-10	187,000.00	17,250.00	0.39
10-11	187,000.00	17,250.00	0.39
10-12	187,000.00	17,250.00	0.39
10-13	187,000.00	17,250.00	0.39
10-14	187,000.00	17,250.00	0.39
10-15	187,000.00	17,250.00	0.39
10-16	187,000.00	17,250.00	0.39
10-17	187,000.00	17,250.00	0.39
10-18	187,000.00	17,250.00	0.39
10-19	187,000.00	17,250.00	0.39
10-20	187,000.00	17,250.00	0.39
10-21	187,000.00	17,250.00	0.39
10-22	187,000.00	17,250.00	0.39
10-23	187,000.00	17,250.00	0.39
10-24	187,000.00	17,250.00	0.39
10-25	187,000.00	17,250.00	0.39
10-26	187,000.00	17,250.00	0.39
10-27	187,000.00	17,250.00	0.39
10-28	187,000.00	17,250.00	0.39
10-29	187,000.00	17,250.00	0.39
10-30	187,000.00	17,250.00	0.39



02ND STREET
 N. 90° 00' 00" W. (ASSUMED BEARING) - 1256.36'
 S. LINE S 10 1/2 W. SECTION 34 19.00'

The undersigned, Marvin Taylor Development Co., Inc., by Marvin Taylor, President, being the owner of record of the subject real estate, does hereby lay off, plat and subdivide into lots and streets said real estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in each plat.

A. This subdivision shall be known and designated as "CASTLEBROOK", a subdivision in Marion County, Indiana. All streets and alleys shown, and all herebefore dedicated, are hereby dedicated to the public.

B. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 2 feet from the intersection of said street lines, or in the case of a rounded property corner, from the inside section of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, parking area or alley line. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C. There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

D. All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility necessary in use thereon shall be erected thereon.

E. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

F. The ground floor area of the main structure, exclusive of one-story area porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure. All garages shall be attached to the residence dwelling. All garages opening toward the street shall have automatic door controls.

G. No trailer, tent, shack, attached shed, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. There shall be no detached tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision.

H. Protective screening areas are established as shown on the above plat. Planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

I. No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

J. In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot, and into the natural drainage channel course, even though no specific drainage easement for such flow of water is provided in said plat.

M. It shall not be deemed to constitute a violation of any of the above provisions if the owner shall at any time amend or alter the plat or any part thereof in whole or in part so long as such amendments or alterations shall not affect the effect of the plat.

N. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

O. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

P. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

Q. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

R. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

S. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

T. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

U. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

V. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

W. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

X. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

Y. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

Z. The plat shall be subject to the provisions of the public laws of the State of Indiana relating to the subdivision of land.

trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any of except within a garage or other approved structure.

J. In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided in said plat.

K. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are kept, bred, or maintained for commercial purposes.

L. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash may be burned only in suitable incinerators during the hours set forth by Marion County Ordinance.

M. There are strips of ground or the within plat marked "sidewalk easement" which are intended to be used for the construction of pedestrian walkways. These walkways are for the use of the public and are limited to the use of pedestrian and non-motorized vehicular traffic, and the owners of lots shall take their title subject to the provisions herein.

N. Lots 1, 2, 3, 9 and 10 shall gain access from the inferior streets only. No driveways shall be permitted from any lot in this subdivision onto 22nd Street.

This instrument

My Commis

740015959

APPROVED THIS 30th DAY OF March 1977
JUDITOR OF MARION COUNTY

N. It shall be the duty of the owner of each lot in the subdivision to keep the grades on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so the Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer for the expense incurred in so doing.

O. The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidities of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

P. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Q. The right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.

IN WITNESS WHEREOF, Marvin Taylor Development Co., Inc., by Marvin Taylor, President, has executed this instrument and caused its seal to be affixed thereto this 15TH day of MARCH, 1974.

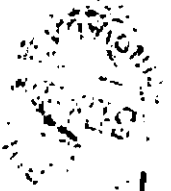
Marvin Taylor Development Co., Inc.

By: Marvin Taylor, President

STATE OF INDIANA)
) SS:
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Marvin Taylor Development Co., Inc., by Marvin Taylor, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 15TH day of MARCH, 1974.



Marvin Taylor, President
Notary Public - Harris County, Indiana

My Commission Expires March 1, 1977

CASTLEBROOK

I, the undersigned, hereby certify that the within plat is true and correct, representing a survey of the following described real estate:

Part of the West Half of the Northeast Quarter of Section 26, Township 19 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the East Half of the Northeast Quarter of Section 26, Township 19 North, Range 4 East; thence North 89 degrees 50 minutes 00 seconds West (subsequent bearings) on and along the South line of said East Half 1194.50 feet to a point which is 100.00 feet West 90 degrees 00 minutes 00 seconds East of the Southwest corner of said East Half; thence North 22 degrees 55 minutes 00 seconds East 3791.50 feet to a point which is 1850.00 feet North 90 degrees 00 minutes 00 seconds East of the Southwest corner of said East Half and 1500.00 feet North 20 degrees 50 minutes 00 seconds East of said East Half and with the West line of the North line of said East Half; thence North 90 degrees 00 minutes 00 seconds East parallel with the South line of said East Half 375.00 feet to the East line thereof; thence North 70 degrees 45 minutes 30 seconds West on and along said East line 1300.00 feet to the point of beginning, containing 31.39 acres, more or less.

The subdivision shown on this plat was made by the undersigned, who is duly licensed as a surveyor in the State of Indiana, and the same is correct and true.

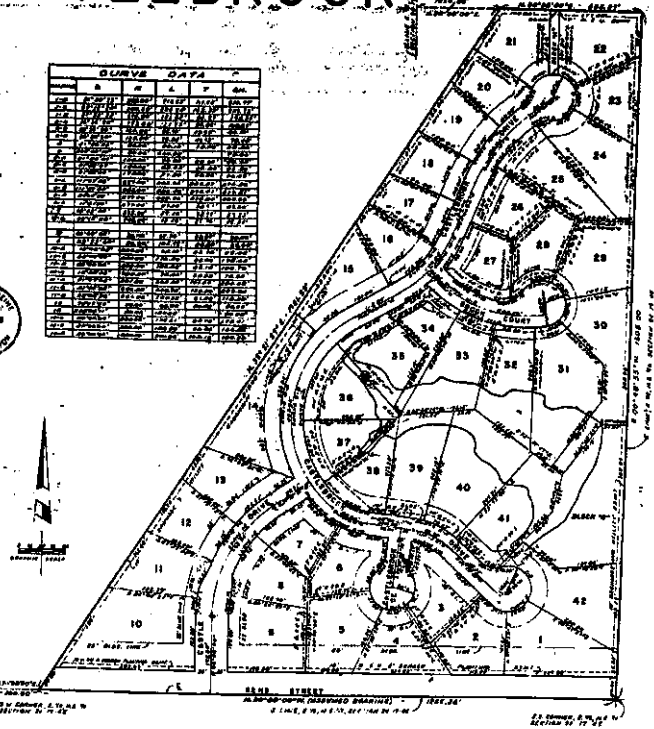
Witness my signature this 10th day of December, 1913.

Alvin R. Wade
Alvin R. Wade, Reg. L. E. Indiana 11520

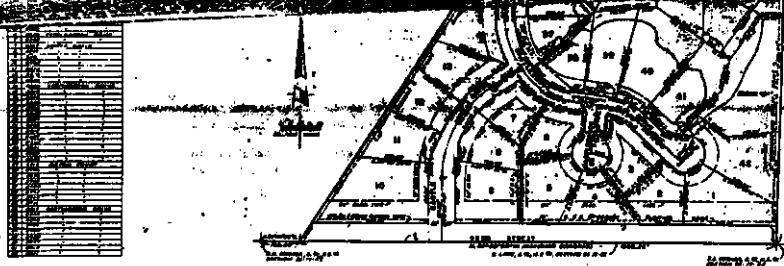


CURVE DATA				
Station	B	M	A	P
1	100	100	100	100
2	100	100	100	100
3	100	100	100	100
4	100	100	100	100
5	100	100	100	100
6	100	100	100	100
7	100	100	100	100
8	100	100	100	100
9	100	100	100	100
10	100	100	100	100
11	100	100	100	100
12	100	100	100	100
13	100	100	100	100
14	100	100	100	100
15	100	100	100	100
16	100	100	100	100
17	100	100	100	100
18	100	100	100	100
19	100	100	100	100
20	100	100	100	100
21	100	100	100	100
22	100	100	100	100
23	100	100	100	100
24	100	100	100	100
25	100	100	100	100
26	100	100	100	100
27	100	100	100	100
28	100	100	100	100
29	100	100	100	100
30	100	100	100	100
31	100	100	100	100
32	100	100	100	100
33	100	100	100	100
34	100	100	100	100
35	100	100	100	100
36	100	100	100	100
37	100	100	100	100
38	100	100	100	100
39	100	100	100	100
40	100	100	100	100
41	100	100	100	100
42	100	100	100	100

Station	Angle	Distance	Remarks
1	89° 50' 00"	1194.50	South line of East Half
2	22° 55' 00"	3791.50	North 22° 55' 00" East
3	90° 00' 00"	1300.00	East line of East Half
4	70° 45' 30"	1300.00	North 70° 45' 30" West
5	90° 00' 00"	1500.00	North 90° 00' 00" East
6	90° 00' 00"	1850.00	North 90° 00' 00" East
7	89° 50' 00"	1194.50	North 89° 50' 00" West
8	22° 55' 00"	3791.50	North 22° 55' 00" East
9	90° 00' 00"	1300.00	East line of East Half
10	70° 45' 30"	1300.00	North 70° 45' 30" West
11	90° 00' 00"	1500.00	North 90° 00' 00" East
12	90° 00' 00"	1850.00	North 90° 00' 00" East
13	89° 50' 00"	1194.50	North 89° 50' 00" West
14	22° 55' 00"	3791.50	North 22° 55' 00" East
15	90° 00' 00"	1300.00	East line of East Half
16	70° 45' 30"	1300.00	North 70° 45' 30" West
17	90° 00' 00"	1500.00	North 90° 00' 00" East
18	90° 00' 00"	1850.00	North 90° 00' 00" East
19	89° 50' 00"	1194.50	North 89° 50' 00" West
20	22° 55' 00"	3791.50	North 22° 55' 00" East
21	90° 00' 00"	1300.00	East line of East Half
22	70° 45' 30"	1300.00	North 70° 45' 30" West
23	90° 00' 00"	1500.00	North 90° 00' 00" East
24	90° 00' 00"	1850.00	North 90° 00' 00" East
25	89° 50' 00"	1194.50	North 89° 50' 00" West
26	22° 55' 00"	3791.50	North 22° 55' 00" East
27	90° 00' 00"	1300.00	East line of East Half
28	70° 45' 30"	1300.00	North 70° 45' 30" West
29	90° 00' 00"	1500.00	North 90° 00' 00" East
30	90° 00' 00"	1850.00	North 90° 00' 00" East
31	89° 50' 00"	1194.50	North 89° 50' 00" West
32	22° 55' 00"	3791.50	North 22° 55' 00" East
33	90° 00' 00"	1300.00	East line of East Half
34	70° 45' 30"	1300.00	North 70° 45' 30" West
35	90° 00' 00"	1500.00	North 90° 00' 00" East
36	90° 00' 00"	1850.00	North 90° 00' 00" East
37	89° 50' 00"	1194.50	North 89° 50' 00" West
38	22° 55' 00"	3791.50	North 22° 55' 00" East
39	90° 00' 00"	1300.00	East line of East Half
40	70° 45' 30"	1300.00	North 70° 45' 30" West
41	90° 00' 00"	1500.00	North 90° 00' 00" East
42	90° 00' 00"	1850.00	North 90° 00' 00" East



740018959



1. The undersigned, Morris Taylor Development Co., Inc., by Morris Taylor, President, being the owner of record of the subject real estate, hereby certifies that the plat and map hereon shown and recorded in accordance with the public laws, and the building performance, construction and occupancy, are hereby intended to be used for the purposes herein set forth.

2. That the same shall be known as "CITY OF WASHINGTON", a subdivision of the City of Washington, District of Columbia, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

3. That all lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

4. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

5. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

6. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

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12. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

13. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

14. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

15. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

16. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

17. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

18. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

19. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

20. That the lots hereon shown are subject to all provisions of law, and shall be subject to all provisions of law, and shall be subject to all provisions of law.

STATE OF MARYLAND
 COUNTY OF MONTGOMERY

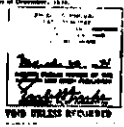
Subscribed and sworn to before me this 12th day of March, 1959.

My commission expires this 12th day of March, 1959.

Notary Public for Maryland

740018959

NOTARY PUBLIC



740015959

CASTLEBROOK

740015959

NO. 2 2007
FILE: 1501
RECORD:
DATE:

1. The undersigned, having examined the within map and being satisfied that the same is correct and true, hereby certify that the same is a true and correct copy of the original map on file in the office of the County Clerk of the County of Hudson, New York.

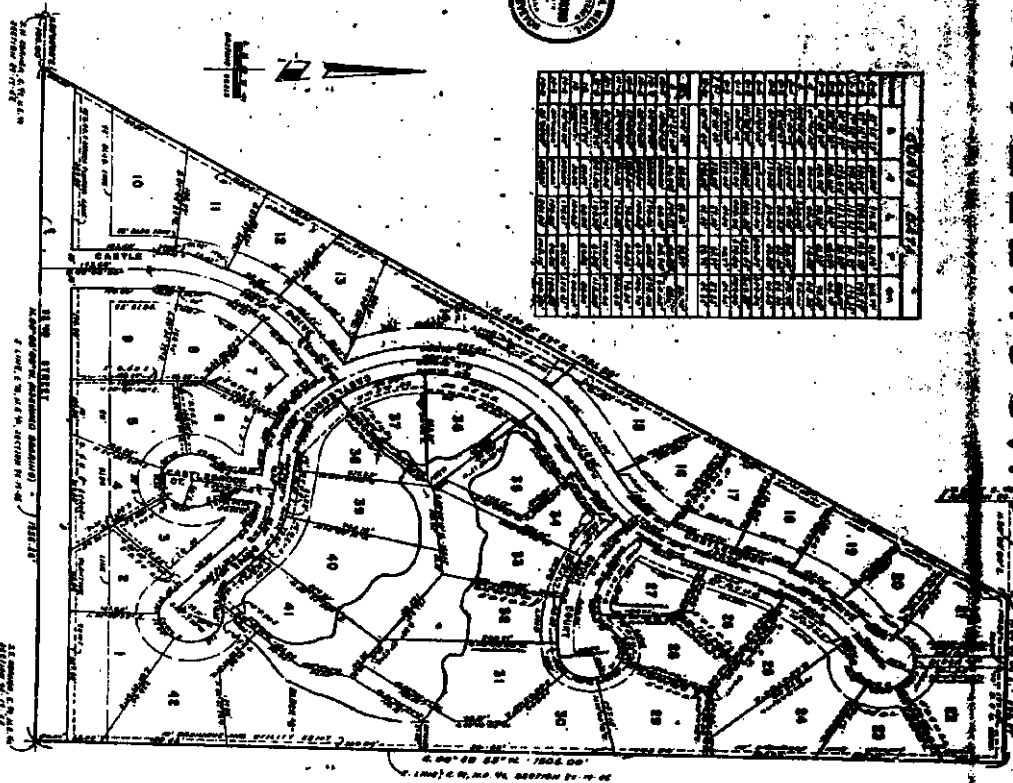
2. The undersigned, having examined the within map and being satisfied that the same is correct and true, hereby certify that the same is a true and correct copy of the original map on file in the office of the County Clerk of the County of Hudson, New York.

[Signature]
Notary Public for the State of New York



Lot No.	Area (Acres)	Area (Sq. Ft.)	Owner
1	0.10	4356	...
2	0.10	4356	...
3	0.10	4356	...
4	0.10	4356	...
5	0.10	4356	...
6	0.10	4356	...
7	0.10	4356	...
8	0.10	4356	...
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1. The undersigned, having examined the within map and being satisfied that the same is correct and true, hereby certify that the same is a true and correct copy of the original map on file in the office of the County Clerk of the County of Hudson, New York.

2. The undersigned, having examined the within map and being satisfied that the same is correct and true, hereby certify that the same is a true and correct copy of the original map on file in the office of the County Clerk of the County of Hudson, New York.

Map 23 of 1914
 Filed
 of 1914

74-15859

740015959

CASTLEBROOK

1. The subdivision, hereby certified that the title is in force and effect, representing a conveyance of the following described real estate:

Part of the East Half of the Northwest Quarter of Section 34, Township 17 North, Range 6 East in Warren County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the East Half of the Northwest Quarter of Section 34, Township 17 North, Range 6 East, Indiana, and running South 89 degrees 00 minutes 00 seconds West bearing true and magnetic, 100 feet to a point which is 100.00 feet from 50 degrees 00 minutes East of the Southwest corner of said East Half, thence South 52 degrees 00 minutes East 100 feet to a point which is 100.00 feet from 100 feet from the Southwest corner of said East Half, thence South 52 degrees 00 minutes East to the point of beginning, containing 100 acres, more or less.

The subdivision consists of 42 lots numbered 1 through 42, including 100 acres of land and 100 acres of water, with 100 acres of water in the center of the subdivision.

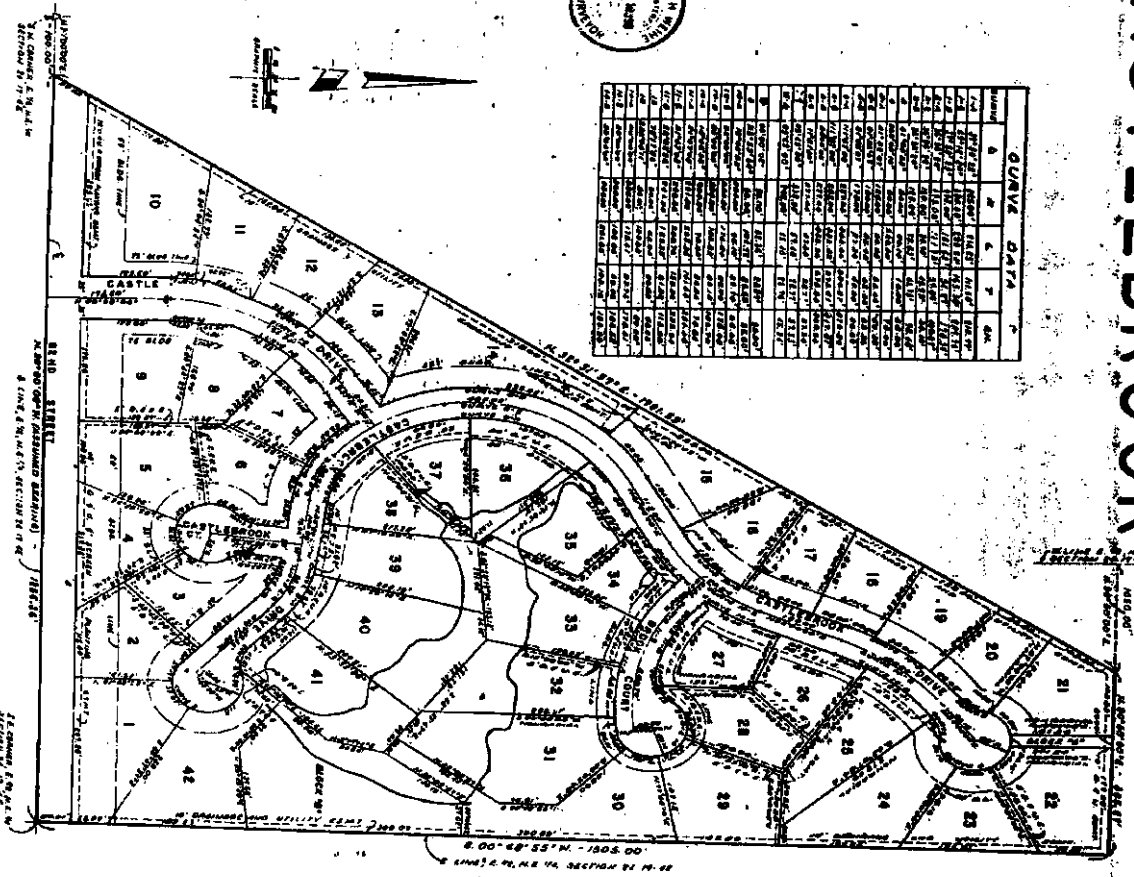
Witness my hand and the seal of the office of the County Clerk of Warren County, Indiana, this 15th day of December, 1913.

Alan B. White, Reg. C. Indiana, 1913



Lot No.	Area	Remarks
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740015959

Recorded in Volume 15
Page 2 of 10
FALLS CHURCH
OF MARYLAND

CASTLEBROOK

1. The undersigned, having acquired land that within and to town and streets, representing a portion of the proposed quarter of section 24, Township 17 North, Range 12 East of the Frederick County, Maryland, more particularly described as follows:

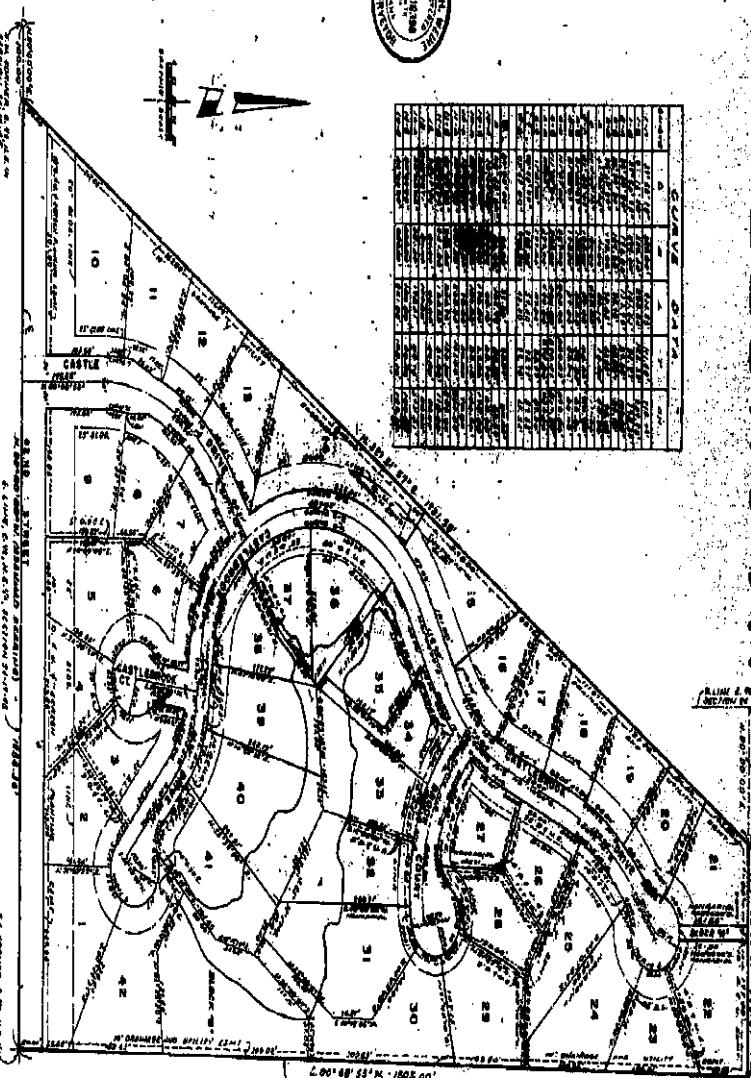
1. The undersigned, having acquired land that within and to town and streets, representing a portion of the proposed quarter of section 24, Township 17 North, Range 12 East of the Frederick County, Maryland, more particularly described as follows:

1. The undersigned, having acquired land that within and to town and streets, representing a portion of the proposed quarter of section 24, Township 17 North, Range 12 East of the Frederick County, Maryland, more particularly described as follows:

Witness my signature this 15th day of December, 1973.



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
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74 / 15 § 59

The project of general, Marvin Taylor Development Co., Inc., by Marvin Taylor, President, asking that certain of certain parcels of land within the above title, for the following restrictions, limitations and conditions set forth, imposed upon the lots within and to town and streets, more particularly described as follows:

A. The lots within and to town and streets, more particularly described as follows, shall be subject to the following restrictions, limitations and conditions set forth, imposed upon the lots within and to town and streets, more particularly described as follows:

B. The lots within and to town and streets, more particularly described as follows, shall be subject to the following restrictions, limitations and conditions set forth, imposed upon the lots within and to town and streets, more particularly described as follows:

C. The lots within and to town and streets, more particularly described as follows, shall be subject to the following restrictions, limitations and conditions set forth, imposed upon the lots within and to town and streets, more particularly described as follows:

D. The lots within and to town and streets, more particularly described as follows, shall be subject to the following restrictions, limitations and conditions set forth, imposed upon the lots within and to town and streets, more particularly described as follows:

13.50

73. 71728

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CASTLETON ESTATES DEVELOPMENT AND
CASTLEBROOK DEVELOPMENT**

This Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development (hereinafter referred to as "Declaration of Covenants and Restrictions"), made this 5th day of November, 1973, by NORTHEAST DEVELOPMENT CO., INC., an Indiana corporation, and MARVIN TAYLOR DEVELOPMENT CO., INC., an Indiana corporation (hereinafter collectively referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the owner of certain real estate located in Marion County, Indiana, the legal description of which is set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Real Estate"). Such Real Estate and the development thereof shall be referred to as "Castleton Estates Development" and "Castlebrook Development" (hereinafter referred to collectively as the "Development").

B. Declarant desires to develop on the Real Estate a residential community with a recreational area for the benefit of the residents (hereinafter referred to as the "Common Area"). Such Development shall be in accordance with the zoning regulations of Marion County, Indiana, and may include certain areas for multi-family dwellings either for development under the Horizontal Property Act of the State of Indiana, or for some other similar type development.

C. The purpose of this Declaration of Covenants and Restrictions is

- (1) to provide a means for the preservation of the values and amenities in the Development and for the maintenance of the Common Area, and
- (2) to provide that all owners and residents within the Development (a) have the right to use the Common Area and (b) have the obligation to pay their proportionate share of the costs of maintaining the Common Area in accordance with the procedure outlined herein, and
- (3) to provide for the formation of a not-for-profit corporation to provide for the maintenance and administration of the Common Area.

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FAMILY HISTORY
RECORDS
OF MARION COUNTY

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NOW, THEREFORE, Declarant declares that the Real Estate and such additional real property as may be added thereto pursuant to paragraph 4 is and shall be held, conveyed, encumbered, used, occupied and improved in accordance with the covenants and restrictions contained in this Declaration of Covenants and Restrictions.

1. Definitions. The following terms, as used in this Declaration of Covenants and Restrictions, unless the context clearly requires otherwise, shall mean the following:

- (a) "Corporation" means the not-for-profit corporation, Castleton Estates, Inc., which is more fully described in paragraph 2 of this Declaration of Covenants and Restrictions.
- (b) "Board of Directors" means the governing body of the Corporation elected by the members in accordance with the By-Laws of the Corporation.
- (c) "Declarant" means Northeast Development Co., Inc. and Marvin Taylor Development Co., Inc., their successors, assigns or nominees.
- (d) "Development" means Castleton Estates Development and Castlebrook Development.
- (e) "Dwelling Unit" means any single family home, apartment or living unit housing one family and located within the Development, and any real property associated therewith.
- (f) "Real Estate" means the property which comprises the Development as described in Exhibit "A" to this Declaration of Covenants and Restrictions.
- (g) "Owner" means any person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to one or more Dwelling Units within the Development.
- (h) "Common Area" means that part of the Real Estate on which it is contemplated that the recreational facilities as described in paragraph 3 of the Declaration will be constructed and located. The exact location of the Common Area has not been determined.
- (i) "Resident" means any person who resides in a Dwelling Unit, whether or not an Owner.
- (j) "Additional Property" means any real estate which may become subject to this Declaration of Covenants and Restrictions.

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2. Corporation. There has been created under the laws of the State of Indiana a non-for-profit corporation known as Castleton Estates, Inc. (hereinafter referred to as the "Corporation"). Membership to this Corporation shall be comprised of, limited to and an obligation of all Residents and Owners and of Declarant so long as Declarant owns any part of the Real Estate.

(a) Membership. The Corporation shall have two members, Class A and Class B, as follows:

(i) Class A members shall be Declarant and anyone who owns one or more Dwelling Units, including but not limited to Owners. Class A members shall be entitled to one vote for each Dwelling Unit owned on all matters which the members of the Corporation are entitled to vote; provided, however, each Dwelling Unit represented shall have only one vote as the Owners of such Dwelling Unit may determine in accordance with the Code of By-Laws of the Corporation.

(ii) Class B members shall be any Resident who is not an Owner or any officer, director, partner or appointee of a Class A member. Class B members shall not be entitled to any vote, but may act as a director and may vote in such capacity on matters which are determined by the Board of Directors.

(b) Purpose. The purposes of the Corporation are more fully set forth in the Articles of Incorporation and are generally to provide for the maintenance, repair, replacement, administration, operation, preservation and ownership of the Common Area and such other areas that may come within its jurisdiction and authority. The Corporation shall have all powers set forth in its Articles of Incorporation, together with all other powers granted under the laws of the State of Indiana, including but not limited to the power to levy a uniform assessment against Class A members and such additional special assessment against Class A members in the manner set forth in this Declaration of Covenants and Restrictions.

(c) Operation of Corporation. The operation of the Corporation is more fully described in its Articles of Incorporation which are filed in the office of the Secretary of State of the State of Indiana, and its By-Laws, both of which are incorporated herein by reference.

(d) Insurance. The Corporation, acting through its Board of Directors, shall obtain fire and extended insurance insuring the Common Area and improvements thereon equal to the full replacement cost thereof,

and such other insurance as is deemed necessary or appropriate by the Board of Directors.

3. Common Area. The Common Area shall consist of a club house, a swimming pool and tennis courts. Declarant hereby covenants and declares that the Common Area and any improvements thereon shall be conveyed to the Corporation.

4. Additional Property. Additional real estate may become subject to this Declaration of Covenants and Restrictions providing such addition is approved by the members of the Corporation in accordance with the Articles of Incorporation, and upon such approval, the owner of the Additional Property to be added to the jurisdiction of the Corporation may file in the Recorder's Office of Marion County, Indiana, a supplemental declaration to this Declaration of Covenants and Restrictions which shall extend this Declaration of Covenants and Restrictions to such Additional Property. Declarant, however, prior to January, 1980 may place Additional Property under the jurisdiction of the Corporation without approval of the members, provided such addition is reasonable in light of the recreational facilities available.

Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration of Covenants and Restrictions as may be necessary to reflect the different character, if any, of the Additional Property and as are not inconsistent with the scheme of this Declaration of Covenants and Restrictions. In no event, however, shall such supplemental declaration revoke, modify or add to the Restrictions within the Real Estate.

5. Merger of Corporation. The Articles of Incorporation provide that the Corporation may merge or consolidate with another corporation with similar purposes, provided such merger or consolidation is approved by the members in accordance with the Articles of Incorporation. Upon such a merger or consolidation of the Corporation with another corporation, the Corporation's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation, or alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to the merger. A surviving or consolidated corporation may administer the covenants and restrictions established in this Declaration of Covenants and Restrictions with respect to the Real Estate.

6. Assessments. The assessments and payment of assessments to cover the costs and expenses of operating, maintaining and replacing the Common Area shall be in accordance with the following procedures:

- (a) Proposed Annual Budget. The Board of Directors, acting in accordance with the Articles and By Laws of the Corporation, shall cause to be prepared and adopted at the annual meeting of the Corporation a proposed annual budget for the ensuing calendar year estimating the total amount of expenses for the ensuing year, which budget shall be the basis for the regular assessments (hereinafter defined) for the ensuing year.
- (b) Regular Assessments. The annual budget as adopted shall contain the proposed assessment against each Dwelling Unit which shall be the same for each Dwelling Unit. Immediately following the adoption of the annual budget each Owner shall be given written notice of such assessment against his Dwelling Unit or Units (hereinafter called the "Regular Assessment"). The Regular Assessment against each Dwelling Unit shall be paid in accordance with the method of payment determined by the Board of Directors as necessary to satisfy the financial requirements and obligations of the Corporation. Payment of such Regular Assessment shall be made to the Board of Directors or as otherwise directed by the Board of Directors. The first annual budget and the Regular Assessment to be charged against each Dwelling Unit pursuant thereto shall be determined at the first annual meeting of the Corporation to be held in January, 1980 or at such earlier date if Declarant so determines.
- (c) Special Assessments. From time to time expenses of an unusual or extraordinary nature or not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make a special assessment of equal amount upon each Dwelling Unit upon approval of such resolution by two-thirds of the votes of Class A members at a special meeting of the members duly called in accordance with the By Laws for purposes of approving or rejecting such resolution (hereinafter called "Special Assessment").
- (d) Commencement of Assessments and Interim Assessment. Notwithstanding any provision in this Declaration and prior to the first annual meeting of the Corporation which shall be held in January, 1980, or at such earlier date if Declarant so determines, each Owner (other than Declarant), on the first

day of the month following the first occupation and use of such Owner's Dwelling Unit for residential purposes, shall be required to pay to the Board of Directors that portion of the annual interim assessment that would be due from the date of such occupation based upon the total yearly assessment. Thereafter on or before the 1st day of February of each year each owner (other than Declarant) shall be required to pay to the Board of Directors the annual interim assessment. Such annual interim assessment prior to the first annual meeting of the corporation shall be determined by the Board of Directors of the Corporation and shall be that amount necessary for the Corporation to maintain and operate the Common Area based on the assumption that there are 200 Dwelling Units using the Common Area even though additional Dwelling Units may be able to use the Common Area subsequently. Such Interim Assessment shall in no event exceed \$250.00 per Dwelling Unit per year prior to the first annual meeting of the Corporation. Such amount shall be referred to as an "Interim Assessment" and shall become a lien on each Dwelling Unit, the Owner of which is obligated to pay such assessment on the first day of the month following the first occupation and use of the Dwelling Unit for residential purposes, and shall be enforced and collected in the same manner as a Regular or Special Assessment. Notwithstanding any other provision contained herein or elsewhere, in no event shall such Interim Assessment or any other assessment restriction or obligation under this Declaration commence until at least a portion of the recreational facilities in the Common Area have been constructed and the Common Area conveyed to the Corporation, and the assessment restrictions, obligations and rights under this Declaration shall only be applicable to a Dwelling Unit that has at sometime been occupied for residential purposes.

- (e) Failure of Owner to Pay Assessment. Any Regular, Special or Interim Assessment levied or assessed against any Owner, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Owner's Dwelling Unit or Units until paid in full. Each Owner shall be personally liable for the payment of all Regular, Special or Interim Assessments. Where the Owner constitutes more than one person the liability of such persons shall be joint and several. The Board may, on behalf of the Corporation, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Dwelling Unit or Units subject to the charge shall, in addition to the amount of the charges at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting the same. In addition, such charge or assessment shall bear interest at the rate of nine per cent (9%) per annum from the date due until paid in full. No such charge or lien shall exist at the time of the first conveyance of a Dwelling Unit by Declarant or the first conveyance of a Dwelling Unit by any other person unless such Dwelling Unit has previously been occupied for residential

purposes. Every Owner of a Dwelling Unit in the Development and any person who may acquire an interest in such Dwelling Unit, whether as an Owner or otherwise, is hereby notified and by the acquisition of such interest agrees that any such lien which may exist upon the Dwelling Unit at the time of the acquisition of such interest are valid liens and shall be paid unless otherwise provided by law. Every person who shall become an Owner of a Dwelling Unit in the Development is hereby notified that by the act of acquiring or making such purchase or acquiring title, such person, unless relieved of such obligation by law, shall be conclusively held to have covenanted to pay the Corporation all charges that the Corporation shall make, which charges shall be made pursuant to this paragraph 6 of this Declaration of Covenants and Restrictions, the Articles of Incorporation and By-Laws of the Corporation. Notwithstanding anything contained in this paragraph 6 or elsewhere, any sale or transfer of a Dwelling Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve the Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof. No charges shall ever be levied by the Corporation against the Declarant unless the Dwelling Unit or Units owned by the Declarant are occupied or have at one time been occupied for residential purposes.

7. Right of Declarant to Use Real Estate During Construction. Notwithstanding any provisions to the contrary contained herein or in any other instrument, covenants or agreements affecting the Real Estate or any part thereof, the Declarant, its successors, assigns and nominees during the period in which the Real Estate is being developed or, if applicable, being conveyed, may maintain upon such portion of the Real Estate as Declarant deems necessary, including but not limited to a part of the Common Area, such facilities as in the sole opinion of Declarant may be reasonably required convenient or incidental to the development and sale of any part or parts of the Real Estate, including but not limited to a business office, storage area, construction yard, signs, model units and sales office.

8. Covenants and Restrictions. The covenants and restrictions contained in this Declaration of Covenants and Restrictions are for the mutual benefit and protection of the present and future

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Owners, the Corporation and Declarant, and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Corporation or Declarant. These covenants and restrictions shall run with the land and be binding upon all parties and all persons claiming under them until January 1, 2020, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the Dwelling Units in the Development. Present or future Owners, the Corporation or Declarant shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation. Neither the Declarant or the Corporation shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions, nor for a failure of the Common Area to be developed for any reason. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him on the occurrence, recurrence or continuation of such violation of these covenants and restrictions.

9. Acceptance and Ratification. All present and future Owners, mortgagees, tenants and occupants of any Dwelling Unit within the Development shall be subject to and shall comply with the provisions of this Declaration of Covenants and Restrictions. The acceptance of a deed of conveyance and the execution of a contract for the purchase of or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration of Covenants and Restrictions and the agreements contained herein, including but not limited to the obligation to pay any Regular, Special or Interim Assessment, are accepted and ratified by each Owner, tenant or occupant, and such Owner, tenant or occupant acknowledges the rights and powers of the Declarant and of the Corporation with respect to this Declaration of Covenants and Restrictions and agrees to keep, observe, comply with and perform all of the covenants, restrictions and agreements contained herein.

10. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement to any of the Common Area rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation.

11. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors, in accordance with the provisions of the Articles and By-Laws of the Corporation, may promulgate such additional rules and regulations regarding the operation and

use of the Common Area as it may deem necessary from time to time, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Such rules as are adopted may be amended by a vote of a majority of the Board and the Board shall cause such amendment to be delivered or mailed to all Owners.

12. Costs and Attorneys' Fees. In any proceeding arising because of a failure of any Owner to make any payments required or to comply with any provision of this Declaration of Covenants and Restrictions, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

13. Waiver. No Owner may exempt himself from liability for his contribution toward the expenses of the Corporation and payment of his pro rata share of such by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Dwelling Unit.

14. Reservation of Name. Declarant hereby reserves the right to use the name "Castleton Estates," "Castlebrook" or any form thereof in any other development in which Declarant might be involved now or in the future.

15. Notice of Unpaid Assessments. The Corporation shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Dwelling Unit, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular, Interim or Special Assessment against the Dwelling Unit, which statement shall be binding upon the Corporation, and any mortgagee or grantee of the Dwelling Unit shall not be liable for nor shall the Dwelling Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

16. Severability Clause. The invalidity of any covenant, restriction, limitation or other provision of this Declaration of Covenants and Restrictions shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Covenants and Restrictions.

17. Amendment of Declaration. Except as otherwise provided in this Declaration amendments to this Declaration shall be proposed and adopted in the following manner:

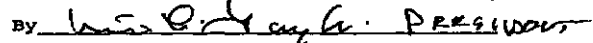
- (a) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Corporation or by the Owners of at least a majority of the Dwelling Units.

- (b) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy five percent (75%) of the Owners of the Dwelling Units entitled to vote. No amendment to this Declaration shall be adopted which would change the uniform voting rights or uniform assessment of all Owners.
- (c) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed the day and year first above written.

ATTEST:

 John W. Wynne, Asst Secy

NORTHEAST DEVELOPMENT CO., INC.
 By  PRESIDENT

ATTEST:

 John W. Wynne, Asst Secy

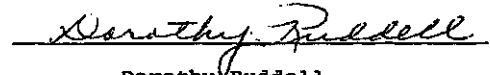
MARVIN TAYLOR DEVELOPMENT CO., INC.
 By  PRESIDENT

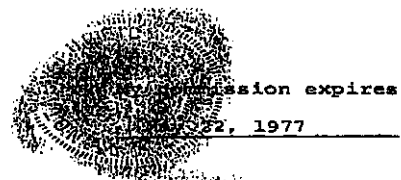
"Declarant"

STATE OF INDIANA)
)SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Marvin L. Taylor and John W. Wynne, by me known, and by me known to be the President and Assistant Secretary, respectively, of Northeast Development Co., Inc., who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 5th day of November, 1973.


 Dorothy Ruddell
 (Printed Signature)
 Notary Public



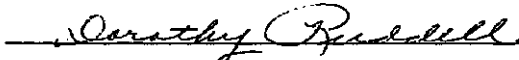
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STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Marvin L. Taylor and John W. Wynne, by me known, and by me known to be the President and Assistant Secretary, respectively, of Marvin Taylor Development Co., Inc., who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 5th day of November, 1973.



Dorothy Ruddell
(Printed Signature)
Notary Public



My commission expires
May 22, 1977

This instrument prepared by Philip A. Nicely, Attorney at Law.

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Legal Description for Total Development

Part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 17 North, Range 5 East and Part ~~of the Northwest Quarter of Section 19, Township 17 North, Range 5 East~~ of the Northeast Quarter of Section 24, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 19, Township 17 North, Range 5 East; thence South 89 degrees 17 minutes 25 seconds East, on and along the North line of said Quarter Quarter Section, 14.80 feet (20.34 feet measured) to the centerline of 86th Street; thence South 46 degrees 57 minutes 05 seconds East on and along said centerline 46.25 feet (39.73 feet measured); thence South 84 degrees 56 minutes 05 seconds East on and along said centerline 614.35 feet thence South 87 degrees 59 minutes 05 seconds East on and along said centerline 98.75 feet; thence North 77 degrees 54 minutes 55 seconds East on and along said centerline 80.40 feet; thence North 85 degrees 32 minutes 55 seconds East on and along said centerline 25.80 feet (10.46 feet measured) to a point which is 829.50 feet South 89 degrees 11 minutes 30 seconds East from the West line of said Quarter Quarter Section); thence South 00 degrees 49 minutes 55 seconds West parallel with the West line of said Quarter Quarter Section 1289.62 feet (1283.00 feet measured) to the South line of said Quarter Quarter Section; thence North 89 degrees 11 minutes 30 seconds West on and along said South line 829.50 feet to the East line of the Northeast Quarter of Section 24, Township 17 North, Range 4 East; thence South 00 degrees 48 minutes 55 seconds West on and along the East line of said Northeast Quarter 1280.23 feet to the South line thereof; thence North 90 degrees 00 minutes 00 seconds West on and along the South line of said Northeast Quarter 1256.36 feet to a point which is 100.00 feet North 90 degrees 00 minutes 00 seconds East of the Southwest corner of the East Half of said Northeast Quarter; thence North 32 degrees 51 minutes 57 seconds East 1791.59 feet to a point which is 1050.00 feet North 90 degrees 00 minutes 00 seconds East of the West line of said East Half and 1505.00 feet North 00 degrees 50 minutes 48 seconds East (measured parallel with the West line) of the South line of said East Half; thence North 90 degrees 00 minutes 00 seconds West parallel with the South line of said East Half 1050.00 feet to the East line of the West Half of said Northeast Quarter; thence South 00 degrees 50 minutes 49 seconds West on and along said East line 1505.00 feet to the South line of said West Half; thence South 90 degrees 00 minutes 00 seconds West on and along said South line 1356.36 feet to the West line of said Northeast Quarter; thence North 00 degrees 51 minutes 43 seconds East on and along said West line 2652.82 feet to the North line of said Northeast Quarter; thence North 89 degrees 56 minutes 47 seconds East on and along said North line 2711.36 feet to the East line of said Northeast Quarter; thence South 00 degrees 49 minutes 55 seconds West on and along said East line 71.42 feet (75.70 feet measured) to the place of beginning, containing 169.51 acres, more or less. Subject to all legal easements and rights-of-way.

Dated October 24, 1973

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	WEINE ENGINEERS INC.	ALLAN WEINE, P.E., L.S. PRESIDENT
	10505 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280	CLAY L. WEINE, L.S. VICE PRESIDENT
CIVIL ENGINEERS	LAND SURVEYORS	LAND PLANNERS

EXHIBIT "A"

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CROSS REFERENCE

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CROSS REFERENCE

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASTLETON ESTATES DEVELOPMENT AND CASTLEBROOK DEVELOPMENT

The Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development (hereinafter "Declaration"), was executed November 5, 1973, and recorded in the office of the Recorder of Marion County, Indiana, on November 7, 1973, as Instrument No. 73-71728. Amendments to said Declaration were executed on or about April 27, 1977 and recorded in the office of the Recorder of Marion County, Indiana, on May 18, 1977. It is now necessary that said Declaration be further amended in accordance with the provisions of this Amended Declaration.

Amendment to Declaration

Pursuant to and in accordance with the provisions of paragraph 17 of the Declaration, said Declaration is amended and now reads as follows:

- 1. Paragraph 3 is amended as follows:

Common Area. The Common Area shall consist of a clubhouse, a swimming pool and other recreational facilities.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development to be executed this 15 day of April, 1982.

82 19086

CASTLETON ESTATES, INC.

By: Lynn Scaletta
Lynn Scaletta President

ATTEST:

Sally Tourville
Sally Tourville Secretary

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
APR 19 2 36 PM '82

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Lynn Scaletta and Sally Tourville, by me known and by me known to be the President and Secretary, respectively, of CASTLETON ESTATES, INC., who acknowledged the execution of the foregoing "Amendment to the Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development," on behalf of said Castleton Estates, Inc.

WITNESS my hand and Notarial Seal this 15th day of April, 1982.



My Commission Expires:

10-14-85

Patti J. Carrico
Patti J. Carrico Notary Public
Resident of Marion County.

THIS INSTRUMENT PREPARED BY
Phillip R. Scaletta, Atty.

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COV

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Cross References: 73-71728, 73-53022, 73-62957, 74-40988, 77-62415, 80-6230, 80-6231, 75-60946, 78-45771, 74-15959, 82-56482, and 84-78192

CD
MARTHA A. WOMACKS
FOR
459545 FEB 19 2003
SUBJECT TO THE COMPLIANCE
FOR TRANSFER

**NOTICE OF RESTATED PLAT COVENANTS FOR
CASTLETON ESTATES, CASTLEBROOK AND HUNTERS WOODS**

This Notice of Restated Plat Covenants is made as of the 21st day of January, 2003.

WITNESSETH:

WHEREAS, the original developers of the Castleton Estates and Castlebrook subdivisions located in Marion County (hereafter, "Developers") previously recorded a "Declaration of Covenants and Restrictions for Castleton Estates Development and Castlebrook Development" on November 7, 1973 in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 73-71728** (hereafter, "Declaration"); and

WHEREAS, Castleton Estates, Inc., an Indiana nonprofit corporation (hereafter, "Association"), was established and incorporated pursuant to the provisions of the Declaration; and

WHEREAS, upon information and belief, the Board of Directors of the Association believes that the real estate encompassed by the Declaration includes land which was later subdivided and referred to as Hunters Woods; and

WHEREAS, the Association maintains, repairs, replaces, administers, operates and owns Common Areas which include recreational facilities (swimming pool and clubhouse) which are for the use and enjoyment of the owners and residents of lots within Castleton Estates, Castlebrook and Hunters Woods; and

WHEREAS, in addition to the Declaration, certain Plats were filed in the Office of the Recorder of Marion County, Indiana for Castleton Estates, Castlebrook, and Hunters Woods; and

WHEREAS, the Plat for **Castleton Estates - First Section** was filed with the Office of the Recorder of Marion County, Indiana on August 17, 1973, as **Instrument No. 73-53022**, and established thirty-seven (37) Lots numbered one (1) through thirty-seven (37), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Second Section** was filed with the Office of the Recorder of Marion County, Indiana on September 28, 1973, as **Instrument No. 73-62957**, and established twenty-five (25) Lots numbered thirty-eight (38) through sixty-two (62), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Third Section** was filed with the Office of the Recorder of Marion County, Indiana on July 3, 1974, as **Instrument No. 74-40988**, and established thirty-four (34) Lots numbered sixty-three (63) through ninety-six (96), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Section 7A** was filed with the Office of the Recorder of Marion County, Indiana on September 22, 1977, as **Instrument No. 77-62415**, and established thirty-three (33) Lots numbered two hundred ninety-one (291) through three hundred twenty-three (323), inclusive, plus a parcel of recreation area (Common Area) which is owned by the Association; and

WHEREAS, the Plat for **Castleton Estates - Section 7B** was filed with the Office of the Recorder of Marion County, Indiana on January 30, 1980, as **Instrument No. 80-6230**, and established thirty-seven (37) Lots numbered three hundred twenty-four (324) through three hundred sixty (360), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Section 7C** was filed with the Office of the Recorder of Marion County, Indiana on January 30, 1980, as **Instrument No. 80-6231**, and established six (6) Lots numbered three hundred sixty-one (361) through three hundred sixty-six (366), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Section 8-A** was filed with the Office of the Recorder of Marion County, Indiana on or about October 11, 1975, as **Instrument No. 75-60946**, and established eighteen (18) Lots numbered two hundred forty-five (245), two hundred fifty-six (256) through two hundred sixty-seven (267), and two hundred eighty-six (286) through two hundred ninety (290), inclusive; and

WHEREAS, the Plat for **Castleton Estates - Section 8-B** was filed with the Office of the Recorder of Marion County, Indiana on July 14, 1978, as **Instrument No. 78-45771**, and established eighteen (18) Lots numbered two hundred sixty-eight (268) through two hundred eighty-five (285), inclusive; and

WHEREAS, the Plat for **Castlebrook** was filed with the Office of the Recorder of Marion County, Indiana on March 20, 1974, as **Instrument No. 74-15959**, and established forty-two (42) Lots numbered one (1) through forty-two (42), inclusive; and

WHEREAS, the Plat for **Hunters Woods - Section One** was filed with the Office of the Recorder of Marion County, Indiana on October 13, 1982, as **Instrument No. 82-56482**, and established thirty-eight (38) Lots numbered one (1) through thirty-eight (38), inclusive; and

WHEREAS, the Plat for **Hunters Woods - Second Section** was filed with the Office of the Recorder of Marion County, Indiana on October 5, 1984, as **Instrument No. 84-78192**, and established thirty-nine (39) Lots numbered thirty-nine (39) through seventy-seven (77), inclusive; and

WHEREAS, all of the Plats referred to above included certain covenants and restrictions (hereafter, the "Plat Covenants"); and

WHEREAS, the Board of Directors of Castleton Estates, Inc. desires to restate the same in a single document for the convenience of the Owners; and

WHEREAS, this Notice of Restated Plat Covenants does nothing more than compile the terms of the original Plat Covenants included in the Plats described above such that there are no changes or amendments to the Plat Covenants or the Plats which are being made hereby; and

WHEREAS, unless otherwise indicated below, the Restated Plat Covenants set forth below are identical, or virtually identical, for the various sections; and

WHEREAS, for the convenience of the reader, there are certain italicized provisions throughout this Notice of Restated Plat Covenants prefaced with, "*Compiler's Note*".

NOW, THEREFORE, the terms and provisions of the Plat Covenants are as follows:

The undersigned, _____, being the owner of record of the subject real estate, does hereby lay off, plat and subdivide into lots and streets said real estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat. [*Compiler's Note: The blank line above was filled in with the name of the developer for the applicable section.*]

This subdivision shall be known and designated as " _____", a subdivision in Marion County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public. [*Compiler's Note: The blank line above was filled in with the name of the applicable section.*]

Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer

mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure. All garages shall be attached to the residence dwelling. All garages opening toward the street shall have automatic door controls. *[Compiler's Note: The last sentence of this paragraph is not included in the Plats for Hunters Woods - First Section and Hunters Woods - Second Section]*

No trailer, tent, shack, attached shed, basement, garage, barn, or other outbuilding or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. There shall be no detached tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision. *[Compiler's Note: These 2 sentences are not included in the Plats for Hunters Woods - First Section and Hunters Woods - Second Section]*

Protective screening areas are established as shown on the above [or attached] plat. Planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure. *[Compiler's Note: This sentence is not included in the Plats for Hunters Woods - First Section and Hunters Woods - Second Section]*

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or

reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description 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.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash may be burned only in suitable incinerators during the hours as set forth by Marion County Ordinance.

There are strips of ground on the within plat marked "sidewalk easement" which are intended to be used for the construction of pedestrian walkways. These walkways are for the use of the public and are limited to the use of pedestrian and non-motorized vehicular traffic, and the owners of lots shall take their titles subject to the provisions herein. *[Compiler's Note: These 2 sentences are not included in the Plats for Castleton Estates - First Section, Castleton Estates - Second Section, Hunters Woods - First Section and Hunters Woods - Second Section]*

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect. Right to enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors and assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

The right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors and assigns.

[Compiler's Note: The following provisions are applicable only to certain sections.]

[Applicable to Castleton Estates - Section 7B] Lots numbered 181, 182, 201, 202, 203, 204 and 205 on this plat are to gain access from interior streets only. No access will be permitted from said lots onto 86th Street.

[Applicable to Castleton Estates - Section 8-A] Lots numbered 261 and 262 on this plat are to gain access from interior streets only. No access will be permitted from said lots onto 86th Street.

[Applicable to Castlebrook] Lots 1, 2, 4, 5, 9 and 10 shall gain access from interior streets only. No driveways shall be permitted from any lot in this subdivision onto 82nd Street.

[Applicable to Hunters Woods - First Section] Lots numbered 1 & 38 shall gain access from interior streets only, no driveways will be permitted onto 86th Street.


[Applicable to Hunters Woods - Second Section] Lots numbered 42-50 shall gain access from interior streets only, no driveways will be permitted onto 86th Street.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Notice of Restated Plat Covenants and certify the truth of the facts herein stated this 2 day of January, 2003.

Castleton Estates, Inc. (on behalf of Castleton Estates, Castlebrook and Hunters Woods)


Barbara Whitcomb, President

ATTEST:


Sandra A. Bowman, Secretary
A.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Barbara Whitcomb and Sandra Bowman, the President and Secretary, respectively, of Castleton Estates, Inc., who acknowledged execution of the foregoing Notice of Restated Plat Covenants for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal 21st day of January, 2003.

Clara A. Bigger
Notary Public, Signature

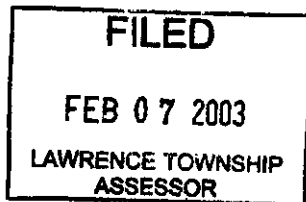
CLARA A BIGGER
Printed

My Commission Expires:

10/21/08

Residence County: MARION

This instrument prepared by, and should be returned to P. Thomas Murray, Jr. Eads Murray & Pugh, P.C. Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.



SP
PLAT 270

78-012509

CROSS REFERENCE

CROSS REFERENCE

CERTIFICATE OF CORRECTION
FOR
CASTLEBROOK

This instrument is filed for the purposes of correcting certain scrivener's errors in the plat of CASTLEBROOK, recorded as instrument #74-15959 in the Office of the Recorder of Marion County, Indiana.

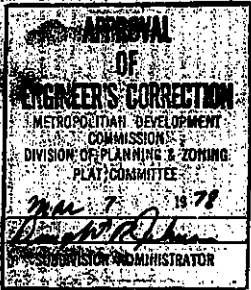
Lot #14: The distance along the west lot line should be 350.94 feet instead of 315.00 feet.

The distance along the curve which is the east lot line of Lot #14 should be 339.44 feet instead of 335.04 feet.

Lots #9 and #5: The bearing common to Lots #9 and #5 should be North 00 degrees 00 minutes 00 seconds instead of North 90 degrees 00 minutes 00 seconds East.

Certified this 3rd day of March, 1978

Allan H. Weihe
Allan H. Weihe, Reg. L.S. - Indiana #10398



RECEIVED FOR THE STATE ENGINEER
MARCH 7 2 54 PM '78

78-012509

This instrument prepared by Allan H. Weihe

